

Range of Checking Accts: First to Last Range of Check Dates: 10/22/21 to 12/31/21
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
GENERAL		General Account Account Payab		
23224	10/22/21	PAR07 PARTY TIME RENTALS	525.00	4888
23225	11/05/21	KIE03 KIEL HOOK AND LADDER CO.	225.00	4889
23226	11/05/21	NEW32 NEW JERSEY REGISTRAR'S ASSOC	86.00	4889
23227	11/05/21	NJLABOR NJ LABOR LAW POSTER SERVICE	527.00	4889
23228	11/05/21	NJLM02 NJLM ANNUAL CONFERENCE	70.00	4889
23229	11/05/21	NOR13 NORTH JERSEY MUNICIPAL	3,678.00	4889
23230	11/05/21	RES08 RESORTS CASINO HOTEL	188.00	4889
23231	11/18/21	AC001 ACORN PEST CONTROL	380.00	4890
23232	11/18/21	ACT04 ACTION DATA SERVICES	2,582.46	4890
23233	11/18/21	ACU01 ACU-DATA BUSINESS PRODUCTS INC	495.00	4890
23234	11/18/21	AFF02 AFFILIATED TECHNOLOGY	1,353.08	4890
23235	11/18/21	ALL04 ALLIED OIL COMPANY	5,392.76	4890
23236	11/18/21	ALL18 ALLEGIANCE TRUCKS	88,290.50	4890
23237	11/18/21	ASS04 ASSOCIATED APPRAISAL GROUP	5,000.00	4890
23238	11/18/21	ATL01 ATLANTIC SALT INC.	26,015.30	4890
23239	11/18/21	AUT05 THE AUTO PARTS SOURCE	613.95	4890
23240	11/18/21	AWA01 AWARENESS PROTECTIVE	425.00	4890
23241	11/18/21	BOR BOROUGH OF BUTLER	82,782.89	4890
23242	11/18/21	BOR01 BOROUGH OF BUTLER ELECTRIC	6,516.24	4890
23243	11/18/21	BOS01 JAMES BOSCH	599.00	4890
23244	11/18/21	BOT02 DAVID BOTT	599.00	4890
23245	11/18/21	BOW03 JUSTIN BOWER	599.00	4890
23246	11/18/21	BRA05 BRAEN SUPPLY, INC	970.35	4890
23247	11/18/21	BRE01 GAIL L. BRESETT	599.00	4890
23248	11/18/21	BRE03 ALAN BRESETT	599.00	4890
23249	11/18/21	BRE08 JEFFREY BRESETT	599.00	4890
23250	11/18/21	BRO09 TIMOTHY BROWN	491.18	4890
23251	11/18/21	BUS03 PHILLIP BUSSEY	467.22	4890
23252	11/18/21	BUZ01 THE BUZAK LAW GROUP, LLC.	24,705.00	4890
23253	11/18/21	CAB01 OPTIMUM	58.59	4890
23254	11/18/21	CAB02 OPTIMUM	156.18	4890
23255	11/18/21	CAB03 OPTIMUM	116.18	4890
23256	11/18/21	CAB04 OPTIMUM	116.18	4890
23257	11/18/21	CAB05 OPTIMUM	116.18	4890
23258	11/18/21	CAB06 OPTIMUM	116.18	4890
23259	11/18/21	CAB07 OPTIMUM	116.18	4890
23260	11/18/21	CAB08 OPTIMUM	216.18	4890
23261	11/18/21	CAB09 OPTIMUM	116.18	4890
23262	11/18/21	CAB10 OPTIMUM	308.90	4890
23263	11/18/21	CAM05 CAMPBELL FOUNDRY COMPANY	8,614.00	4890
23264	11/18/21	CAP06 CAPITOL SUPPLY CONSTRUCTION	516.74	4890
23265	11/18/21	CAP08 STEVE CAPUTO	55.00	4890
23266	11/18/21	CAS03 PATRICK CASERTA	599.00	4890
23267	11/18/21	CIN05 CINTAS CORPORATION #111	440.86	4890
23268	11/18/21	CIT05 CIT FINANCE LLC	591.50	4890
23269	11/18/21	CLE03 WILLIAM CLEMENT	383.36	4890
23270	11/18/21	COO03 COOPERATIVE COMMUNICATIONS INC	3,108.77	4890
23271	11/18/21	COU02 COUNTY OF MORRIS	15,349.73	4890
23272	11/18/21	COU04 COUNTY OF MORRIS	429.75	4890

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
GENERAL		General Account Account Payab	Continued	
23273	11/18/21	CQF01 CQFLUENCY	18.15	4890
23274	11/18/21	CRA02 JEFFREY CRANE	389.35	4890
23275	11/18/21	CRO02 CROWN AWARDS	1,774.23	4890
23276	11/18/21	CUR06 RUSS CURVING	140.00	4890
23277	11/18/21	DAN01 DAN COMO & SONS INC.	500.00	4890
23278	11/18/21	DAN11 CHARLES DANIEL	119.98	4890
23279	11/18/21	DAR01 DARMOFALSKI ENGINEERING ASSOC.	5,500.00	4890
23280	11/18/21	DEM06 TARYN DEMERI	527.12	4890
23281	11/18/21	DEN09 DENVILLE LINE PAINTING, INC.	20,572.53	4890
23282	11/18/21	DOR06 DORSEY & SEMRAU, LLC	1,339.00	4890
23283	11/18/21	EAG01 EAGLE POINT GUN/TJ MORRIS	1,100.00	4890
23284	11/18/21	ECO05 JAMES ECONOMOU	308.65	4890
23285	11/18/21	EDW04 KEVIN EDWARDS	599.00	4890
23286	11/18/21	ELE03 ELECTRO BATTERY SYSTEMS INC.	112.16	4890
23287	11/18/21	EME02 EMERGENCY MEDICAL PRODUCTS INC	518.04	4890
23288	11/18/21	EPS02 LAWRENCE EPSTEIN	413.31	4890
23289	11/18/21	EVO01 EVOGOV, INC.	200.00	4890
23290	11/18/21	EXT01 EXTRA SPACE STORAGE	795.00	4890
23291	11/18/21	FAY02 FAYSON LAKES ASSOCIATION	50.00	4890
23292	11/18/21	FDR01 FDR NORTH LLP	256.50	4890
23293	11/18/21	FER02 BERNADINE FERRARI	250.00	4890
23294	11/18/21	FRE05 JAMES FREDA	120.00	4890
23295	11/18/21	FRE12 EDWARD FREED	120.00	4890
23296	11/18/21	GEN03 GENERAL CODE PUBLISHERS CORP.	2,636.23	4890
23297	11/18/21	GIR04 GIRL SCOUT TROOP 96533	500.00	4890
23298	11/18/21	GOL10 GOLDEN OPENINGS, INC.	188.68	4890
23299	11/18/21	GRA01 GRAINGER INC.	623.96	4890
23300	11/18/21	GSB01 GLATFELTER SPECIALTY BENEFITS	642.00	4890
23301	11/18/21	HAI04 ELLEN HAID	30.00	4890
23302	11/18/21	HAR13 ERIC HARRIZ	599.00	4890
23303	11/18/21	HAW03 HAWTHORNE CHEVROLET	265.06	4890
23304	11/18/21	HEI03 ANDREW HEILMANN	599.00	4890
23305	11/18/21	HIC01 HARRY HICKS	599.00	4890
23306	11/18/21	HOD01 DAVID HODAS	497.17	4890
23307	11/18/21	HOM02 HOME DEPOT CREDIT SERVICE	232.73	4890
23308	11/18/21	HOR04 HORIZON OFFICE EQUIPMENT	1,060.00	4890
23309	11/18/21	IUE01 KAREN IUELE	110.00	4890
23310	11/18/21	JCP01 JCP&L	10.82	4890
23311	11/18/21	JER03 JERSEY PAPER PLUS	762.13	4890
23312	11/18/21	JIM01 JIMMY THE SHOE DOCTOR	398.24	4890
23313	11/18/21	JUN01 BRYAN JUNCOSA	395.34	4890
23314	11/18/21	KEY01 KEYTECH	4,837.24	4890
23315	11/18/21	KIN02 KINNELON CONSTRUCTION	450.00	4890
23316	11/18/21	KIN08 KINNELON VOLUNTEER FIRE CO.	12,933.00	4890
23317	11/18/21	KIN09 KINNELON BOARD OF EDUCATION	3,321,495.67	4890
23318	11/18/21	LAK02 LAKELAND BANK EQUIP FINANCE	4,121.65	4890
23319	11/18/21	LAK15 LAKE MANAGEMENT SCIENCES INC	735.00	4890
23320	11/18/21	LAW07 LAWSOFT INC.	695.00	4890
23321	11/18/21	LES07 LESS STRESS INSTRUCTIONAL SERV	202.99	4890
23322	11/18/21	LIF02 LIFESAVERS, INC.	342.32	4890
23323	11/18/21	LOW01 KEVIN LOWRY	581.03	4890
23324	11/18/21	LUD02 ANDREW LUDWIG	425.29	4890

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
GENERAL		General Account Account Payab Continued		
23325	11/18/21	MAT04 MATTHIJSEN, INC.	2,300.00	4890
23326	11/18/21	MCI01 MCI EASTERN SECURITY SYSTEMS	250.00	4890
23327	11/18/21	MER07 ALEXANDER MERLUCCI	401.33	4890
23328	11/18/21	MOR14 MORRIS CTY POLICE CHIEFS ASSOC	200.00	4890
23329	11/18/21	MOR21 MORRIS COUNTY M.U.A.	33,191.53	4890
23330	11/18/21	MOR52 MORRIS COUNTY MUNICIPAL JOINT	89,395.00	4890
23331	11/18/21	NEI01 NICHOLAS NEILL	503.16	4890
23332	11/18/21	NES01 NESTLE PURE LIFE DIRECT	301.44	4890
23333	11/18/21	NEW31 NEWMAN SIGNS, INC.	5,916.61	4890
23334	11/18/21	NEW331 NEW JERSEY DEVILS	650.00	4890
23335	11/18/21	NJ02 NJ DIV. OF ALCOHOLIC BEVERAGE	12.00	4890
23336	11/18/21	NJD07 NJ DEPT HEALTH & SENIOR SERV	6.60	4890
23337	11/18/21	NJLM01 NEW JERSEY STATE LEAGUE	260.00	4890
23338	11/18/21	NOR02 NORTH JERSEY MEDIA GROUP	87.86	4890
23339	11/18/21	NOR18 NORTHEAST COMMUNICATIONS, INC.	1,555.98	4890
23340	11/18/21	NWR01 NW REFS	7,782.00	4890
23341	11/18/21	ONE03 ONE SOURCE OF NEW JERSEY LLC	614.93	4890
23342	11/18/21	PAR07 PARTY TIME RENTALS	75.00	4890
23343	11/18/21	PAV KEITH PAVLAK	599.00	4890
23344	11/18/21	PBM01 PBM SUPPLY COMPANY	909.90	4890
23345	11/18/21	PIR01 FRANK PIROG	563.06	4890
23346	11/18/21	PSE01 P.S.E. & G.	238.53	4890
23347	11/18/21	RIC07 KAREN RICE	389.30	4890
23348	11/18/21	RIV03 RIVERDALE POWER MOWER INC.	190.95	4890
23349	11/18/21	ROG01 ROGO FASTENER CO., INC	137.91	4890
23350	11/18/21	ROS09 JENNIFER ROSE, DVM	300.00	4890
23351	11/18/21	ROU01 ROUTE 23 AUTO MALL	135.60	4890
23352	11/18/21	ROX04 ROXBURY ENGINEERING ASSOC, LLC	14,000.00	4890
23353	11/18/21	SAF07 SAFE FLEET LAW ENFORCEMENT	20,540.00	4890
23354	11/18/21	SCH09 SCHIFANO CONSTRUCTION CORP.	321,888.28	4890
23355	11/18/21	SCH30 MELANIE SCHUCKERS	147.83	4890
23356	11/18/21	SHA03 THE SHADE TREE DEPARTMENT LLC	1,129.70	4890
23357	11/18/21	SHE12 THE SHERWIN WILLIAMS CO.	719.20	4890
23358	11/18/21	SIS02 GLENN L. SISCO	599.00	4890
23359	11/18/21	SIT01 SITEONE LANDSCAPE SUPPLY, LLC	336.74	4890
23360	11/18/21	SMI07 JOHN B. SMIALEK	377.37	4890
23361	11/18/21	SMI13 JOHN F. SMIALEK	413.31	4890
23362	11/18/21	SPR03 SEAN SPREEN	455.24	4890
23363	11/18/21	STA STAPLES ADVANTAGE, DEPT NY	330.84	4890
23364	11/18/21	STA11 TERRY STAGG	401.33	4890
23365	11/18/21	STE15 THOMAS STEARN	467.22	4890
23366	11/18/21	STO01 STORR TRACTOR COMPANY	51.30	4890
23367	11/18/21	SUB03 SUBURBAN DISPOSAL INC.	62,805.55	4890
23368	11/18/21	TAN07 DARA TANZOLA	70.00	4890
23369	11/18/21	THY01 THYSSENKRUPP ELEVATOR CORP.	1,738.05	4890
23370	11/18/21	TIL01 TILCON NEW YORK INC.	2,473.92	4890
23371	11/18/21	TRA10 TRAINING UNLIMITED, LLC	50.00	4890
23372	11/18/21	TRI20 TRIONAID ASSOCIATES	180.00	4890
23373	11/18/21	TUR01 TURN-OUT UNIFORMS INC.	303.96	4890
23374	11/18/21	UNI22 UNIFIRST-FIRST AID + SAFETY	186.24	4890
23375	11/18/21	VAR04 DANIEL VARNER	419.30	4890
23376	11/18/21	VER11 VERIZON WIRELESS - KPD	152.04	4890

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
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GENERAL		General Account	Account Payab	Continued	
23377	11/18/21	VER15	VERIZON CONNECT NWF, INC	528.89	4890
23378	11/18/21	WBM01	W.B. MASON COMPANY INC.	376.34	4890
23379	11/18/21	WEI07	WEINER LAW GROUP LLP	836.00	4890
23380	11/18/21	ZUI	DAVID ZUIDEMA, INC.	585.00	4890

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	157	0	4,259,121.48	0.00
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total:	157	0	4,259,121.48	0.00

PLANNING 2		Columbia Bank			
1841	11/18/21	DAR01	DARMOFALSKI ENGINEERING ASSOC.	0.00	11/18/21 VOID 0
1842	11/18/21	DAR01	DARMOFALSKI ENGINEERING ASSOC.	4,700.00	4891

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	1	4,700.00	0.00
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total:	1	1	4,700.00	0.00

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	158	1	4,263,821.48	0.00
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total:	158	1	4,263,821.48	0.00

Totals by Year-Fund and Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	0-01	318.00	0.00	0.00	318.00
CURRENT FUND	1-01	3,724,597.67	0.00	0.00	3,724,597.67
WATER FUND	1-05	47,007.52	0.00	0.00	47,007.52
SEWER FUND	1-07	6,545.39	0.00	0.00	6,545.39
Year Total:		3,778,150.58	0.00	0.00	3,778,150.58
	C-04	453,619.16	0.00	0.00	453,619.16
DOG TAX	D-13	426.60	0.00	0.00	426.60
STATE AND FEDERAL GRANTS	G-02	500.00	0.00	0.00	500.00
RECREATION SPECIAL	R-16	10,677.16	0.00	0.00	10,677.16
	V-27	735.00	0.00	0.00	735.00
Community Policing Donations	X-29	14,397.06	0.00	0.00	14,397.06
RECYCLE FUND	Y-21	297.92	0.00	0.00	297.92
Total of All Funds:		4,259,121.48	0.00	0.00	4,259,121.48

Project Description	Project No.	Project Total
87 CHAPEL HILL VGNGNA 11105112	11105112	375.00
4 TAMARACK WJOHNSON 11702109	11702109	375.00
525 PEPPERRIDGETREE LAZAREVIKJ	11901101	250.00
PEREDO 8 POINSETTA 1534	1534	125.00
11 ARROWHEAD #1536 GARDOW	1536	625.00
198 KinneLon Rd Antebi22401115	22401115	250.00
47 S GLEN FELDMAN 23003126	23003126	250.00
19 REAGAN WAY	300011507	250.00
10 CLIFF TRAIL 34702104 NEINST	34702104	250.00
27 HARRISON ROAD	45104112	375.00
43 SAMWORTH RD	45403	250.00
286 Brookvllly#56101106 Sarmsti	56101106	500.00
36 HIGHLANDS 56301127a LUSARDI	56301127A	250.00
80 ALIZE DR	56601120	125.00
30 GRACEVIEW DR	57201111	125.00
SOIL LALLY 3 WOODLND #57501135	57501135	325.00
Total of All Projects:		<u>4,700.00</u>

Resolution 11.01.21

NOTICE OF AWARD

TO: Paragon
290-292 Monroe Ave.
Kenilworth, NJ 07033
Attn: Matthew T. Papio, President

CONTRACT DESCRIPTION: Phase IIIB: Interior Restoration and Rehabilitation of
L'Ecole Kinnelon Museum

You are hereby notified that the Bid submitted by you on October 14, 2021 in the total base bid price amount of Two hundred Ninety-Seven Thousand Five Hundred Seventy (\$297,570.00) for the above-described Contract has been accepted by the Borough of Kinnelon.

You are required to execute the Contract Acceptance Form to verify your acceptance of this Contract and to furnish the requisite documents, including the Guarantees and the Certificate(s) of Insurance, within fifteen (15) days after the date of this Notice. If you fail to offer responsive documents within fifteen (15) days from the date of this Notice, the Borough of Kinnelon will be entitled to consider all of your rights arising out of the Borough's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond and the Borough of Kinnelon will be entitled to such other rights as may be granted by law.

Dated this 18 day of November 2021.

BOROUGH OF KINNELON

By:



Karen M. Iuele,

Title: Borough Clerk



1 November 2021

Karen luele – Deputy Borough Clerk
Kinnelon Borough
130 Kinnelon Road
Kinnelon, NJ 07405

Re: 1727C - Phase IIIB: Interior Restoration and Rehabilitation of the
L'Ecole Kinnelon Museum
Bid Finding Summary

Dear Karen:

On October 14, 2021 Connolly and Hickey received four bids on behalf of the Borough of Kinnelon for the above-referenced project. Attached for your review is a tabulation of the bids. We have evaluated each of the bids and concluded that the low bid was provided by Paragon Restoration Corp. for \$297,570.

It is our professional opinion that Paragon Restoration Corp. has offered the greatest value for the work proposed under this phase. The bid came in within the project budget of \$307,000 established for this project. As such, Connolly & Hickey recommends the Borough of Kinnelon to award a contract of \$297,570 to Paragon Restoration Corp.

Paragon Restoration Corp. was pre-qualified to bid this project. Their firm has worked on several historic preservation projects including the Phase IIIA Interior Rehabilitation of the L'Ecole Kinnelon Museum and the Partial Exterior Restoration of Mt. Hope Miners Church and is currently working on the Partial Exterior Restoration of the Morris County Courthouse.

We look forward to continuing to work with you on this project. Please do not hesitate to contact me should you have any questions or concerns regarding the attached. Thank you.

Sincerely,

Margaret M. Hickey, AIA
Historic Preservation Specialist

Enclosure (Bid Tabulation)

c: Thomas Kline

One South Union Avenue
P.O. Box 1726
Cranford, NJ 07016
973.746.4911 tel.

info@chhistoricalarchitects.com
chhistoricalarchitects.com

ARCHITECTURAL DESIGN
HISTORIC PRESERVATION
REHABILITATION
CULTURAL RESOURCE
MANAGEMENT

Bid Tabulation

Phase IIIB: Interior Restoration and Rehabilitation of the
 L'Ecole Kinnelon Museum
 Kinnelon, Morris County, NJ
 Architect's Project No. 1727C

Northeast Roof

	Paragon	Maintenance	Dell-Tech Inc.	Lewis-Graham, Inc
Base Bid				
1 General Requirements	\$52,150.00	\$58,000.00	\$39,500.00	\$37,000.00
3 Temporary Facilities & Controls	\$5,000.00	\$5,000.00	\$6,700.00	\$9,000.00
5 Site Work	\$1,700.00	\$15,000.00	\$4,500.00	\$15,000.00
6 Metals	\$1,500.00	\$7,500.00	\$7,800.00	\$8,500.00
7 Wood & Plastics	\$45,000.00	\$35,000.00	\$27,000.00	\$26,500.00
8 Thermal & Moisture Protection	\$0.00	\$0.00	\$0.00	\$5,000.00
9 Windows & Doors	\$30,000.00	\$18,000.00	\$33,500.00	\$61,000.00
10 Finishes	\$42,775.00	\$27,000.00	\$108,900.00	\$110,000.00
11 Plumbing	\$0.00	\$0.00	\$0.00	\$10,000.00
12 Mechanical	\$25,000.00	\$89,000.00	\$8,000.00	\$10,000.00
13 Electrical	\$85,000.00	\$64,000.00	\$103,700.00	\$45,000.00
14 General Allowance	\$3,445.00	\$925.00	\$9,700.00	\$29,150.00
15 Contingency Allowance	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
TOTAL BASE BID	\$297,570.00	\$325,425.00	\$355,300.00	\$372,150.00

ADD: Bid Alternates

1 Renovation of Garage for new Conference Room	\$67,950.00	\$79,850.00	\$55,800.00	\$58,150.00
Total	\$67,950.00	\$79,850.00	\$55,800.00	\$58,150.00

BID WITH ALTS. \$365,520.00 \$405,275.00 \$411,100.00 \$430,300.00

Unit Prices

1 Plaster Replacement	\$125.00 sf	\$65.00 sf	\$25.00 sf	\$150.00 sf
2 Plaster Replacement with Wood Lath	\$155.00 sf	\$95.00 sf	\$30.00 sf	\$250.00 sf
3 Minor Crack Repair	\$75.00 L.F	\$65.00 L.F	\$15.00 L.F	\$100.00 L.F
4 Major Crack Repair	\$155.00 sf	\$115.00 sf	\$22.00 sf	\$100.00 sf
5 Replacement of Gypsum Wallboard (5/8" thick)	\$55.00 sf	\$45.00 sf	\$7.50 sf	\$125.00 sf
6 Tape and spackle cracked gypsum wallboard	\$15.00 L.F	\$65.00 L.F	\$5.00 L.F	\$125.00 L.F

Bid Tabulation

**Phase IIIB: Interior Restoration and Rehabilitation of the
L'Ecole Kinnelon Museum
Kinnelon, Morris County, NJ
Architect's Project No. 1727C**

Wood Base Dutchman Repair				
7 (4" tall by 1 foot length)	\$35.00 sf	\$55.00 sf	\$18.00 sf	\$800.00 sf
Molded trim repair/replacement (Dutchman)				
8 4" tall by 1 foot length	\$45.00 sf	\$55.00 sf	\$18.00 sf	\$675.00 sf
9 Crown Molding Replacement In-Kind	\$65.00 L.F	\$95.00 L.F	\$25.00 L.F	\$800.00 L.F
Wide-board wainscot replacement (Dutchman Repair				
10 (Per 4 s.f)	\$300.00 sf	\$115.00 sf	\$30.00 sf	\$1,250.00 sf

RESOLUTION 11.02.21

AUTHORIZATION FOR MAYOR TO
SIGN LETTER OF AGREEMENT
BETWEEN COUNTY OF MORRIS AND
KINNELON MUNICIPAL ALLIANCE

WHEREAS, the Borough desires to sign Letter of Agreement between County of Morris and the Kinnelon Municipal Alliance for the period July 1, 2021 through June 30, 2022; and

WHEREAS, it is necessary for the Mayor to sign the Letter of Agreement Between the County of Morris and the Borough of Kinnelon for funds issued by the County in the amount not to exceed \$4,934.00.

NOW, THEREFORE, BE IT RESOLVED the Mayor is hereby authorized to sign the letter of Agreement Between the County of Morris and Kinnelon Municipal Alliance in the amount not to exceed \$4,934.00.

Dated: November 18, 2021


Karen M. Iuele, RMC
Kinnelon Borough Clerk

COUNTY OF MORRIS
DEPARTMENT OF HUMAN SERVICES
DIVISION OF COMMUNITY & BEHAVIORAL HEALTH SERVICES

P.O. Box 900
Morristown, New Jersey 07963-0900

Board of County Commissioners

Director
Stephen H. Shaw

Deputy Director
Deborah Smith

Douglas R. Cabana
Kathryn A. DeFillippo
John Krickus
Thomas J. Mastrangelo
Tayfun Selen



County Administrator
John Bonanni


Department Director
Katharine A. Errico
973.285.6863

Deputy Director
Gary L. Denamen
973326.7240

Division Director
Amy Archer
973-285-6852

MEMORANDUM

TO: Municipal Alliance Coordinators

FROM: Stephen Nebesni, Municipal Alliance Coordinator 

DATE: October 22, 2021

RE: Fiscal Year 2022 Municipal Alliance Letters of Agreement

Enclosed please find two (2) copies of your FY 2022 Letter of Agreement. Please review and sign **both** copies, and return them to me **no later than January 1, 2022**. After I receive the signed agreements, they will be forwarded to the Morris County Commissioner Director for signature and an original copy will be sent to your Alliance, along with any necessary attachments.

Please note, your Alliance is also responsible for submitting the following documents to me **by January 1, 2022: a current membership list (Form 3), the FY 2022 meeting schedule, and the most recent copy of the Municipal Alliance by-laws.**

Thank you for your attention to this matter. If you have any questions or need my assistance, please feel free to contact me at (973) 285-6860.

Enclosures

c: Kasey Errico, Director, Human Services
Amy Archer, Director, Division of Community & Behavioral Health Services

LETTER OF AGREEMENT

Kinnelon Municipal Alliance

A Letter of Agreement between the County of Morris and the above named Alliance (hereinafter the SUBGRANTEE) for the grant administration of the Alliance to Prevent Alcoholism and Drug Abuse.

The undersigned accepts this document and Attachments A-C to be the Terms and Conditions of grant participation in the Alliance for a Drug Free New Jersey. This letter is **valid** for the period July 1, 2021 through June 30, 2022 and contingent on full compliance to all Terms and Conditions.

This Letter of Agreement is subject to the availability, appropriation and certification of sufficient funds as may be required, and this Letter of Agreement may be canceled if sufficient funds are not available, appropriated and certified.

The SUBGRANTEE, as a condition of funding, agrees to comply with all laws and regulations that apply to this grant and further agrees that expenses incurred by the SUBGRANTEE in excess of the award amount shall be the responsibility of the lead municipality and the SUBGRANTEE. **The SUBGRANTEE must submit to the County Alliance Coordinator the current Alliance membership list, the most recent copy of the Municipal Alliance By-laws, and a schedule of meetings for Fiscal Year 2022. The SUBGRANTEE is responsible for the timely quarterly submission of Programmatic and Fiscal Reports, County Vouchers for reimbursement, and other applicable required documentation. The required reports are due 15 calendar days after the end of each quarter, and final reports are due 30 days from the close of the subgrant year. The SUBGRANTEE must attend at least two County trainings and/or quarterly Countywide Alliance meetings during the year.**

If, through any cause within its control, the SUBGRANTEE shall fail to fulfill in a timely and professional manner the obligations under this agreement, or if the SUBGRANTEE should violate any of its covenants, provisions or stipulations of this Letter of Agreement, the County of Morris (hereinafter the COUNTY) will thereupon have the right to terminate this agreement by written notice to the SUBGRANTEE and specifying the effective date thereof, at least thirty (30) days prior to the termination date.

Further, the County shall be indemnified and saved harmless, along with its officers, employees, agents, servants and assigns from all suits and costs of every kind and description, and from all damages to which the County or any of its officers, agents, servants and assigns may be subject to by reason of injury to any personal property of others resulting from the performance under the Letter of Agreement or through the negligence of the particular municipality or through any improper or defective machinery, implements or appliances used by the SUBGRANTEE or any of its agents, officers, employees, servants and assigns, as well as the SUBGRANTEE, further indemnifying and saving harmless the COUNTY, its officers, employees, agents, servants and assigns, from all suits and actions of any kind or character whatsoever which may be brought or instituted by any subcontractor, materialman or laborer who has performed work or furnished materials in connection with the purposes of this Letter of Agreement or on account of, any claim or amount recovered from any infringement of patent, trademark or copyright.

Funds issued by the COUNTY to the SUBGRANTEE under this Letter of Agreement shall not exceed **\$4,934**.

Before witness the COUNTY and the SUBGRANTEE execute this agreement as of the first day of July 2021.

Clerk of the Morris County Board of
County Commissioners

Alliance Chairperson

Director of the Morris County
Board of County Commissioners



Mayor

LETTER OF AGREEMENT

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Further, the County shall be indemnified and saved harmless, along with its officers, employees, agents, servants and assigns from all suits and costs of every kind and description, and from all damages to which the County or any of its officers, agents, servants and assigns may be subject to by reason of injury to any personal property of others resulting from the performance under the Letter of Agreement or through the negligence of the particular municipality or through any improper or defective machinery, implements or appliances used by the SUBGRANTEE or any of its agents, officers, employees, servants and assigns, as well as the SUBGRANTEE, further indemnifying and saving harmless the COUNTY, its officers, employees, agents, servants and assigns, from all suits and actions of any kind or character whatsoever which may be brought or instituted by any subcontractor, materialman or laborer who has performed work or furnished materials in connection with the purposes of this Letter of Agreement or on account of, any claim or amount recovered from any infringement of patent, trademark or copyright.

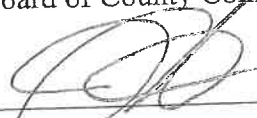
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Clerk of the Morris County Board of
County Commissioners

Alliance Chairperson

Director of the Morris County
Board of County Commissioners



Mayor

MAYOR	\$	7,500.00	ANNUAL
COUNCIL MEMBERS	\$	2,000.00	ANNUAL
BOROUGH CLERK/MANAGER	\$	92,698.74	ANNUAL
ASSISTANT CLERK	\$	8,000.00	ANNUAL
TAX COLLECTOR	\$	32,000.00	ANNUAL
RECREATION DIRECTOR	\$	77,700.00	ANNUAL
DPW SUPERINTENDENT	\$	126,040.44	ANNUAL
DPW FOREMAN	\$	97,375.00	ANNUAL
DPW WORKING FOREMAN	\$	79,999.00	ANNUAL
POLICE CHIEF	\$	160,000.00	ANNUAL
POLICE LIEUTENANT	\$	145,000.00	ANNUAL
POLICE RECORDS ADMIN	\$	41,500.00	ANNUAL
CROSSING GUARDS	\$	18.82	HOURLY
MUSEUM DOCENTS	\$	14.52	HOURLY
TREASURER	\$	71,590.56	ANNUAL
CMFO/BUSINESS ADMIN	\$	160,000.00	ANNUAL
QPA	\$	2000.00	ANNUAL
FINANCE ASSISTANT/PAYROLL	\$	26,334.31	ANNUAL
FINANCE ASSISTANT /ACCCOUNTS PAYABLES	\$	23,600.00	ANNUAL
DPW SECRETARY	\$	38,878.20	ANNUAL
PLANNING BOARD SECRETARY	\$	14360.15	ANNUAL
BOARD OF ADJUSTMENT SECRETARY	\$	1209.28	ANNUAL
WEBMASTER	\$	3,265.04	ANNUAL
OEM SECRETARY	\$	2,751.10	ANNUAL
TAX ASSESSOR SECRETARY	\$	30,012.40	ANNUAL
TAX ASSESSOR	\$	35,000.00	ANNUAL
TAX/UTILITY COLLECTOR	\$	40,900.00	ANNUAL
TAX/UTILITY COLLECTOR ASSISTANT	\$	2,400.00	ANNUAL
OPEN SPACE SECRETARY	\$	20.00	HOURLY
DISPATCHER STEP 1A	\$	16.50	HOURLY
DISPATCHER STEP 1B	\$	17.00	HOURLY
DISPATCHER STEP 2	\$	17.50	HOURLY
DISPATCHER STEP 3	\$	18.00	HOURLY
DISPATCHER STEP 4	\$	18.50	HOURLY
DISPATCHER STEP 5	\$	19.00	HOURLY
DISPATCHER STEP 6	\$	19.32	HOURLY
DISPATCHER STEP 7	\$	19.64	HOURLY
DISPATCHER STEP 8	\$	19.97	HOURLY
DISPATCHER STEP 9	\$	20.31	HOURLY
DISPATCHER STEP 10	\$	20.65	HOURLY
ABOVE STEP 10:1	\$	21.34	HOURLY
ABOVE STEP 10:2	\$	21.70	HOURLY
ZONING OFFICIAL	\$	13,847.12	ANNUAL
MUNICIPAL COURT ADMINISTRATOR	\$	65,600.00	ANNUAL
MUNICIPAL JUDGE	\$	30,912.60	ANNUAL
BOARD OF HEALTH SUPERVISOR	\$	2,500.00	ANNUAL
BOARD OF HEALTH SECRETARY	\$	615.00	ANNUAL
ENVIRONMENTAL SECRETARY	\$	5,271.18	ANNUAL

RAVE COMMUNICATIONS	\$	3,000.00	ANNUAL
REGISTRAR	\$	2,500.00	ANNUAL
DEPUTY REGISTRAR	\$	1,000.00	ANNUAL
LIBRARY DIRECTOR	\$	97,707.40	ANNUAL
LIBRARY FINANCE AND ADMIN MANAGER	\$	52,929.90	ANNUAL
TEEN LIBRARIAN	\$	27.74	HOUR
YOUTH SERVICES ASSISTANT	\$	18.85	HOUR
PROGRAMS AND PUBLICITY COORDINATOR	\$	21.07	HOUR
TECHNICAL SERVICES ASSOCIATE	\$	14.30	HOUR
HEAD CIRCULATION	\$	54564.40	ANNUAL
LIBRARY ASSISTANT	\$	14.55-19.62	HOUR
LIBRARY TECHNICAL SERVICES ASSISTANT	\$	19.54	HOUR
ADULT SERVICES ASSISTANT	\$	15.30	HOUR
POLICE PROBATION PATROLMAN 1 YEAR	\$	52,792.00	ANNUAL
PATROLMAN 2 nd YEAR	\$	60,520.00	ANNUAL
PATROLMAN 3 rd YEAR	\$	68,800.00	ANNUAL
PATROLMAN 4 th YEAR	\$	77,082.00	ANNUAL
PATROLMAN 5 th YEAR	\$	87,405.00	ANNUAL
PATROLMAN 6 th YEAR	\$	95,685.00	ANNUAL
PATROLMAN 7 th YEAR	\$	103,966.00	ANNUAL
PATROLMAN 8 th YEAR	\$	126,028.00	ANNUAL
POLICE SERGEANT	\$	136,478.00	ANNUAL
DETECTIVE DIFFERENTIAL	\$	5,360.80	ANNUAL
POLICE PROBATION PATROLMAN 1 YEAR (HIRED AFTER 1/01/20)	\$	49,130.00	ANNUAL
PATROLMAN 2 nd YEAR	\$	56,111.00	ANNUAL
PATROLMAN 3 rd YEAR	\$	63,092.00	ANNUAL
PATROLMAN 4 th YEAR	\$	70,072.00	ANNUAL
PATROLMAN 5 th YEAR	\$	80,106.00	ANNUAL
PATROLMAN 6 th YEAR	\$	87,078.00	ANNUAL
PATROLMAN 7 th YEAR	\$	94,068.00	ANNUAL
PATROLMAN 8 th YEAR	\$	101,049.00	ANNUAL
PATROLMAN 9 th YEAR	\$	106,726.00	ANNUAL
PATROLMAN 10 th YEAR	\$	112,403.00	ANNUAL
PATROLMAN 11 th YEAR	\$	118,079.00	ANNUAL
PATROLMAN 12 th YEAR	\$	123,255.00	ANNUAL
POLICE SERGEANT	\$	133,739.00	ANNUAL
DETECTIVE DIFFERENTIAL	\$	16,345.00	ANNUAL
SPECIAL CLASS 3(MATRON)	\$	31.21	HOUR
SPECIAL CLASS 3(BOE)	\$	30.60	HOUR
DPW MAINTAINER START	\$	17.49	HOUR
DPW MAINTAINER STEP 1	\$	18.84	HOUR
DPW MAINTAINER STEP 2	\$	20.28	HOUR
DPW MAINTAINER STEP 3	\$	21.71	HOUR
DPW MAINTAINER STEP 4	\$	23.26	HOUR
DPW MAINTAINER Step 5	\$	25.15	HOUR
DPW MAINTAINER STEP 6	\$	26.17	HOUR
DPW MAINTAINER AFTER STEP 6	\$	2.0% INCREASE/HOUR (\$80,000 CAP)	
DPW WATER MAINTAINER	\$	23.26	Hour
DPW WELDING CERT	\$	500.00	ANNUAL
DPW MEIDUM HEAVY TRUCK CERT	\$	500.00	ANNUAL

RECYCLING WATCHMAN	\$	14.90	Hour
RECREATION ASSISTANT	\$	15,485.94	ANNAL
RECREATION SUMMER REC STAFF 9 th GRADE	\$	12.00	HOUR
RECREATION SUMMER REC STAFF 10 th GRADE	\$	12.50	HOUR
RECREATION SUMMER REC STAFF 11 th GRADE	\$	13.25	HOUR
RECREATION SUMMER RE STAFF 12 th GRADE	\$	14-16.00	HOUR
SUMMER REC HEAD COUNSELORS	\$	18-30.00	HOUR

Dated: November 18, 2021



Karen M. Iuele, RMC
Borough Clerk

RESOLUTION 10.04.21

AUTHORIZING SOIL DISTURBANCE PERMIT
115 BROOK VALLEY ROAD-BLOCK 56702 LOT 106

WHEREAS, the Mayor and Council of the Borough of Kinnelon approves the Soil Disturbance Permit for 115 Brook Valley Road, Block 56702 Lot 106; and

WHEREAS, GMT Properties has met all the requirements and approvals with Darmofalski Engineering Associates, Inc.; and

NOW, THEREFOR, BE IT RESOLVED, that the Mayor and Council of the Borough of Kinnelon does hereby approve the Soil Disturbance, 115 Brook Valley Road, Kinnelon NJ.

Dated: October 21, 2021



Karen M. Luele, RMC
Borough Clerk

RESOLUTION 10.05.21


AUTHORIZING SOIL DISTURBANCE PERMIT
525 PEPPERIDGE TREE LANE-BLOCK 11901 LOT 101

WHEREAS, the Mayor and Council of the Borough of Kinnelon approves the Soil Disturbance Permit for 525 Pepperidge Tree Lane, Block 11901 Lot 101; and

WHEREAS, Milorad Lazarevikj has met all the requirements and approvals with Darmofalski Engineering Associates, Inc.; and

NOW, THEREFOR, BE IT RESOLVED, that the Mayor and Council of the Borough of Kinnelon does hereby approve the Soil Disturbance, 525 Pepperidge Tree Lane, Kinnelon NJ.

Dated: October 21, 2021


Karen M. Luele, RMC
Borough Clerk

ORDINANCE NO. 14-21

AN ORDINANCE SUPPLEMENTING ARTICLE II, SECTION 207-4 “DEFINITIONS AND WORD USAGE”, AMENDING ARTICLE X, SECTION 207-27 “SCHEDULE I: RESIDENTIAL ZONE”, AND ADOPTING NEW ARTICLE XXII “ACCESSORY STRUCTURES AND USES” IN CHAPTER 207 “ZONING” OF THE CODE OF THE BOROUGH OF KINNELON TO PROVIDE FOR THE REGULATION OF ACCESSORY STRUCTURES AND USES IN RESIDENTIAL ZONES

WHEREAS, pursuant to N.J.S.A. 40:48-2, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this state or of the United States, as it may deem necessary and proper for the good government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

WHEREAS, pursuant to N.J.S.A. 40:55D-1 *et seq.* the governing body of a municipality may adopt land use, land development and zoning ordinances; and

WHEREAS, the Borough of Kinnelon desires to supplement Article II, Section 207-4 “Definitions and word usage”, amend Article X, Section 207-27 “Schedule I: Residential Zone” of Chapter 207 “Zoning” of the Code of the Borough of Kinnelon, and adopt new Article XXII entitled “Accessory Structures and Uses” in said Chapter, to provide for the regulation of accessory structures and uses in residential zones.

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

SECTION 1. Article II, Section 207-4 “Definitions and word usage”, Paragraph B, shall be supplemented to include the following additional definitions:

TEMPORARY STORAGE STRUCTURE - A movable or portable storage container or self-storage container, or other movable structure that can be used for the storage of personal property and which is located for such purposes outside an enclosed building other than an accessory structure.

TEMPORARY STORAGE STRUCTURE UNIT - A single unit of a temporary storage structure such as a PODS (Portable on Demand Storage) or similar unit.

SECTION 2. Article X, Section 207-27 “Schedule I: Residential Zone” shall be amended such that the second paragraph of said section pertaining to “Accessory uses” is stricken and replaced with the following language and shall now read as follows:

Accessory structures and uses. Accessory structures and uses customarily incidental to the above uses (the term “accessory use,” however, not including a business) shall be regulated under Article XXII “Accessory Structures and Uses”, Sections 207-142 to 207-149, of this Chapter.

SECTION 3. Chapter 207, “Zoning”, of the Code of the Borough of Kinnelon, Morris County, New Jersey is hereby amended and supplemented to include new Article XXII, entitled “Accessory Structures and Uses”, Sections 207-142 to 207-149, which shall read as follows:

Article XXII “Accessory Structures and Uses”

§207-142 Purpose.

It is the intent of this Article is to regulate accessory structures and uses that are customarily incidental to the principal permitted uses delineated in Schedule I, Residential Zone, at Article X, Section 207-27.

§207-143 Survey Requirements for Accessory Structures, Walls, Fences, Generators, Air Conditioning Units and Temporary Storage Structures.

There shall be submitted to the Zoning Officer or other appropriate official a survey of any age, signed or unsigned, showing the proposed location of a proposed accessory structure, wall, fence, generator, air conditioning unit or temporary storage structure, along with an affidavit of “no change” from the property owner provided no changes were made since the date of the survey. If changes were made to the property after the survey was performed, those changed must be marked up on the submitted survey, along with an affidavit from the property owner indicating that the marked-up survey reflects the current

as-built condition. The survey, including any markups and dimensions, must be to scale, and cannot be a reduction or enlargement of the original survey.

§207-144 Permitted Accessory Structures and Uses in Residential Zones.

Accessory structures and uses shall not be permitted on any residential lot unless a primary structure exists. All utilities in an accessory structure may be installed only after obtaining the necessary zoning, building and fire permits, as applicable to the installation.

- A. Any structure on a property other than the primary residence may be considered an accessory structure;
- B. Shipping containers of any size cannot be considered as an accessory structure;
- C. All accessory structures will be considered in calculating the property's allowable impervious coverage;
- D. Sheds, detached garages and other accessory structures require a zoning permit prior to any construction;
- E. Fences and walls require a zoning permit prior to any construction per Section 207-147.

§207-145 Sheds.

- A. A zoning permit and a survey shall be required for all sheds, regardless of size;
- B. Sheds may not be greater than 200 sq. ft.;
- C. Sheds shall be located in either a side yard or a back yard;
- D. Sheds shall be prohibited to be located beyond the front wall of any primary dwelling structure;
- E. Sheds shall not be used for habitation or a commercial purpose;
- F. Sheds shall be prohibited in any front yard including those properties which have more than one front yard such as "corner lots" or "through lots";
- G. Sheds shall be for the exclusive use of the property's resident and shall not be rented or otherwise used by a third-party;
- H. Required setbacks:
 - (1) For properties having a lot frontage of 100 ft. or less:
 - (a) a minimum 10 ft. side-yard setback is required
 - (b) a minimum 5 ft. back-yard setback is required
 - (2) For properties having a lot frontage greater than 100 ft.:
 - (a) a minimum 15 ft. side-yard setback is required
 - (b) a minimum 5 ft. back-yard setback is required
- I. Sheds shall be located no less than 10 ft. from any building;

- J. The maximum permitted height of any shed shall be 15 ft. to the highest ridge, measured from the grade at the entrance of the shed.
- K. Maximum number of sheds:
 - (1) For properties having a lot area of less than 60,000 sq. ft., one (1) shed is permitted.
 - (2) For properties having a lot area of at least 60,000 sq. ft., a maximum of two (2) sheds are permitted.

§207-146 Detached Garages.

- A. Detached garages require a zoning and construction permit. A survey shall also be submitted with the permit application;
- B. Detached garages or other accessory structures cannot have an apartment or other living space built above the same;
- C. Detached garages shall be used only for parking or storing vehicles, tools, workbenches, landscaping equipment, snow removal equipment, pool equipment, and general storage associated with residential uses;
- D. Detached garages shall not be used for habitation or commercial purposes;
- E. Garages, whether attached or detached, are for the exclusive use of the property's resident, and shall not be rented or otherwise used by a third-party;
- F. Detached garages shall not extend beyond the front wall of the primary structure;
- G. Detached garages shall be located in a side yard or backyard;
- H. Detached garages shall be prohibited in any front yard including those properties which have more than one front yard such as "corner lots" or "through lots";
- I. Detached garages shall be located no less than 10 ft. from any building;
- J. The maximum permitted height of any detached garage shall be 18 ft. as measured from the average grade within 10 ft. of the proposed structure to the roof mean height;
- K. Only one detached garage is permitted on any lot;
- L. Detached garages shall meet the following requirements:
 - (1) For properties having a lot area of less than 60,000 sq. ft.:
 - (a) a minimum 15 ft. side-yard setback;
 - (b) a minimum 25 ft. back-yard setback;
 - (c) a maximum of 2 vehicle bays;
 - (d) a maximum 10 ft. overhead door height;
 - (e) a maximum 18 ft overhead door width;
 - (f) a maximum 600 sq. ft. foundation footprint.
 - (2) For properties having a lot area of 60,000 sq. ft. or more:
 - (a) a minimum 25 ft. side-yard setback;
 - (b) a minimum 50 ft. back-yard setback;
 - (c) a maximum of 3 vehicle bays;
 - (d) a maximum 10 ft. overhead door height;

- (e) a maximum 27 ft overhead door width;
- (f) a maximum 1,000 sq. ft. foundation footprint.

§207-147 Fences and Walls.

Fences and walls having an exposed height of 2 ft. or more shall constitute permitted accessory structures. Such fences and walls require a zoning permit prior to the construction of same. A survey must be submitted with the permit application. Any wall having an exposed height of 2 ft. or more shall require a Soil Disturbance Permit in accordance with Chapter 169. Any wall having a total height of 4 ft. or more, as measured from the bottom of the foundation, may require a Building Permit in accordance with UCC rules.

A. General requirements.

- (1) The finished side of every fence must face the property adjoining the lot on which the fence is erected.
- (2) No fence or wall shall be erected or maintained at a height or in a location that would limit or restrict sight distance for any street or driveway under the Residential Site Improvement Standards, N.J.A.C. 5:21-1.1 et seq., or any other regulation of the Borough of Kinnelon, the County of Morris, or the State of New Jersey.
- (3) No fence may contain razor ribbon or barbed wire.
- (4) Electrified fences are prohibited.
- (5) No fence shall be constructed or maintained in any manner which creates an unreasonable risk of harm to persons or animals.
- (6) No fence or wall shall be erected or maintained closer than 6 inches to any property line.
- (7) No Fence/Wall combination may exceed 6 ft. in combined height, measured from grade.
- (8) Fences constructed above or on top of retaining walls may be separated from the retaining wall below by a horizontal distance equal to the height of the retaining wall or the fence, whichever is greater. Fences and walls constructed in compliance with this spacing guideline shall be deemed to constitute separate structures for purposes of calculating height. Otherwise, such fences and walls shall be deemed to constitute one structure for purposes of height calculations. Fences less than 25% solid that do not exceed four feet in height shall be exempt from the requirements of this Subsection.

- (9) Any wall having an exposed height of 30 inches or more, shall have a permanent railing meeting the height and space opening requirements of railings required for decks per the IRC or shall have a permanent fence meeting the pool code requirements. Any wall having an exposed height of 10 ft. or more shall have a permanent fence meeting the pool code requirements.

B. Fences and walls located closer to the street than the principal building.

- (1) No wall except a retaining wall shall be erected or maintained closer to a street line than the closest point of the principal building. Such retaining walls shall not exceed 4 feet in height.
- (2) Fences erected or maintained closer to a right-of-way than the closest point of the principal building shall not exceed 4 feet in height.
- (3) No fence which is 25% solid or more shall be erected or maintained closer to any street line than the principal building except for a decorative fence such as a picket fence.

C. Fences and walls in side and rear yards.

- (1) No fence or wall erected or maintained in any side or rear yard shall have a height exceeding 6 feet.
- (2) Fences and walls erected in side and rear yards may be up to 100% solid.

D. Fences or walls for swimming pools, hot tubs, and similar facilities.

Swimming pools, hot tubs, and similar facilities shall be screened from all adjoining properties by a solid fence or wall in accordance with Appendix G, Swimming pools, Spas and Hot Tubs, of the 2009 International Residential Code as revised and updated from time to time.

E. Fencing for certain athletic facilities.

The provisions of this section shall not apply to fences for athletic fields or tennis courts on public property or public school property.

F. Zoning permit required.

No fence or wall regulated by this section shall be erected, constructed, installed, altered, modified, enlarged or extended except in accordance with a zoning permit issued by the Zoning Officer.

§207-148 Permanently Installed (Non-portable) Generators and Air Conditioner Units.

Permanently installed, non-portable generators and air conditioner units shall not be installed in a front yard; shall maintain a minimum side-yard setback of 25 ft.; and shall maintain a minimum back-yard setback of 25 ft.

When completely installed on the exterior wall of a primary dwelling, ductless air conditioning or heating units shall maintain a minimum side-yard and backyard setback of 15 ft.

§207-149 PODS, Storage & Shipping Containers, Temporary Truck Trailers

This Section shall apply to Temporary Storage Structures or Units as Defined in Article II, Section 207-4.

- A. **General Requirements.** The following shall apply to a temporary storage structure or a temporary storage structure unit to be located upon residential private property:
- (1) The internal area shall be limited to a size of not less than 392 cubic feet (7 feet x 7 feet x 8 feet) and not greater than 1,024 cubic feet (16 feet x 8 feet x 8 feet).
 - (2) The temporary storage structure or unit shall not contain advertising or other writing, except to identify the manufacturer or owner of the temporary storage structure or unit.
 - (3) No more than one temporary storage structure or unit shall be located on a single parcel of private property.
 - (4) At the time of application to the Zoning Officer for a zoning permit for a temporary storage structure or unit, the applicant shall provide a survey of the property. The Zoning Officer shall mark the survey with the location the temporary storage structure unit is to be placed.
 - (5) A temporary storage structure or unit may be placed on private residential property only after a zoning permit is issued by the Zoning officer to the owner of such property.
 - (6) An applicant may request a 30-day permit, a 60-day permit or a 90-day permit.
 - (a) 30 day and 60 day permits may be renewed up to a maximum total of 90 days.

A zoning permit extension application shall be submitted to the Zoning Officer prior to the expiration of the initial period.

- (b) The permitted temporary storage structure or unit shall not remain on such private property after the expiration of the initial permit period unless a further extension zoning permit shall be applied for and issued prior to the said expiration.
- (7) In no event shall a temporary storage structure or unit remain on private residential property for any period beyond 90 consecutive days from the date of issuance of the initial permit.
- (8) Permit and extension requests for temporary storage structures or units on properties not owned by the applicant shall be accompanied by an original, written consent of the owner, landlord or governing body of a tenant/condominium association. This consent shall specify a requested location on the property and the requested duration.

B. Location.

- (1) A temporary storage structure or unit is prohibited from being located within a public right-of-way. No temporary storage structure shall obstruct the visibility or free flow of pedestrian or vehicular traffic.
- (2) A temporary storage structure or unit shall be located in a driveway or other property location at the furthest point from the street.
- (3) The Zoning Officer shall determine the location on the private property where the temporary storage structure or unit shall be located. The Zoning Officer's determination shall be guided by due consideration for accessibility and safety.

C. Required Permit Fees.

- (1) 30-day permit: \$25
- (2) 60-day permit: \$50
- (3) 90-day permit: \$75

A zoning permit extension application for any period following the expiration of the initial period shall be accompanied by a permit fee of \$25 for each additional 30 days. No permit may exceed a total of 90 days.

D. Enforcement; violations and penalties.

The Zoning Officer or the Police Department shall be responsible for enforcing the provisions of this Section.

The owner of private property within the Borough of Kinnelon upon which any temporary storage structure or unit is located without the prior approval of the

Zoning Officer required pursuant to this Article shall be subject to the penalties set forth below:

- (1) Any temporary storage structure or unit not in compliance with this Section is and shall be declared to be a public nuisance and may be abated by the Borough at the expense of the owner of the private property, the owner of the temporary storage structure or unit, or other person or legal entity deemed responsible.
- (2) The owner of the private property, the owner of the temporary storage structure or unit, or other person or legal entity deemed responsible for a temporary storage unit not removed within five (5) days after the date of a written notice of violation issued under this Article shall be subject to a summons to the municipal court of the Borough and a fine.
- (3) Fines are to be determined as follows: Failure to obtain the necessary permit: Up to \$100.00 per day, per violation, beginning on the 6th day after issuance of a notice of violation.

SECTION 4. All ordinances, resolutions and regulations or parts of ordinances, resolutions and regulations inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 5. If any section, paragraph, article, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply to the section, paragraph, article, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed valid and effective.

SECTION 6. This Ordinance shall take effect after approval and publication as required by law.

ATTEST:

BOROUGH OF KINNELON

Karen M. Iuele, RMC, Borough Clerk

James J. Freda, Mayor

CERTIFICATION

I, Karen M. Iuele, Borough Clerk of the 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 the first reading at the regular meeting of the Borough held on _____ and adopted by the Governing Body at a regular meeting of the Borough held on _____.

Karen M. Iuele, RMC, Borough Clerk

ORDINANCE NO. 15-21 **AN ORDINANCE AMENDING PARAGRAPH “B” OF SECTION 47-20 “APPEALS AND APPLICATIONS” OF ARTICLE II, CHAPTER 47 OF THE CODE OF THE BOROUGH OF KINNELON TO CLARIFY THE PROPERTY SURVEY REQUIREMENT FOR APPLICATIONS FILED WITH THE ZONING BOARD OF ADJUSTMENT**

WHEREAS, pursuant to N.J.S.A. 40:48-2, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this state or of the United States, as it may deem necessary and proper for the good government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

WHEREAS, pursuant to N.J.S.A. 40:55D-1 *et seq.* the governing body of a municipality may adopt land use, land development and zoning ordinances; and

WHEREAS, the Borough of Kinnelon desires to amend Paragraph “B” of Section 47-20 “Appeals and Applications” of Article II, Chapter 47 of the Code of the Borough of Kinnelon to provide clarification of the property survey requirement for applications filed with the Zoning Board of Adjustment.

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

SECTION 1. Paragraph “B” of Section 47-20 “Appeals and Applications” of Article II, Chapter 47 of the Code of the Borough of Kinnelon shall be amended such that said paragraph is

stricken in its entirety and replaced with the following language, and shall now read as follows:

B.

Applications addressed to the original jurisdiction of the Board of Adjustment without prior application to the Building Inspector shall be filed with the Secretary of the Zoning Board of Adjustment. Twelve copies of the application shall be filed. At the time of filing an appeal or application, but in no event less than 10 days prior to the date set for hearing, the applicant shall also file all plot plans, maps or other papers required by virtue of any provision of this chapter or any rule of the Board of Adjustment.

The applicant shall obtain all necessary forms from the Secretary of the Zoning Board of Adjustment. The Secretary shall inform the applicant of the steps to be taken to initiate proceedings and of the regular meeting dates of the Board.

A survey of the subject property shall be submitted with every application.

1. Survey Requirements for Accessory Structures, Walls, Fences, Generators, Air Conditioning Units and Temporary Storage Structures:

A survey of any age, signed or unsigned, showing the proposed location of a proposed accessory structure, wall, fence, generator, air conditioning unit or temporary storage structure, along with an affidavit of "no change" from the property owner, provided no changes have been made since the date the survey was performed.

If changes were made to the property after the survey was performed, those changes must be marked up on the submitted survey, along with an affidavit from the property owner indicating that the marked-up survey reflects the current as-built condition. The survey, including any mark-up, must be to scale, with dimensions, and cannot be a reduction or enlargement of the original survey.

2. Survey Requirements for all other applications:

If the survey was prepared not more than seven years from the date of submittal of the application, and no changes have been made since the date the survey was performed, it shall be accompanied by an "affidavit of no change" signed by the applicant or owner. If changes were made since the date of the survey, a new as-built survey is required.

If the survey was prepared more than seven years from the date of submittal of the application, and no changes have been made since the date the survey was performed, it must contain the signature and seal of a certified surveyor attesting that it is an accurate representation of the current conditions on the subject

property. If changes were made since the date of the survey, a new as-built survey is required.

SECTION 2. All ordinances, resolutions and regulations or parts of ordinances, resolutions and regulations inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 3. If any section, paragraph, article, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply to the section, paragraph, article, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed valid and effective.

SECTION 4. This Ordinance shall take effect after approval and publication as required by law.

ATTEST:

BOROUGH OF KINNELON

Karen M. Iuele, RMC, Borough Clerk

James J. Freda, Mayor

CERTIFICATION

I, Karen M. Iuele, Borough Clerk of the 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 the first reading at the regular meeting of the Borough held on _____ and adopted by the Governing Body at a regular meeting of the Borough held on _____.

Karen M. Iuele, RMC, Borough Clerk

EJB (KN-____)
101821
111521

ORDINANCE NO. 16-21

AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY KNOWN AND DESCRIBED AS BLOCK 34801, LOT 102 ON THE OFFICIAL TAX MAP OF THE BOROUGH OF KINNELON, WITH A STREET ADDRESS OF 180 BOONTON AVENUE, KINNELON, NEW JERSEY AND COMMONLY KNOWN AS THE BOONTON AVENUE RECREATION FIELDS FOR PUBLIC OPEN SPACE AND PARK PURPOSES, RECREATION, COMMUNITY AND OTHER PUBLIC USES AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND EFFECT THE ACQUISITION OF THE PROPERTY

WHEREAS, N.J.S.A. 40A:12-5 and N.J.S.A. 20:3-1, *et seq.* authorize public entities to acquire real property or interests in real property; and

WHEREAS, the Governing Body of the Borough of Kinnelon ("Borough Council" or "Borough") has deemed it necessary to acquire certain real property and interests in real property in the Borough currently known as Block 34801, Lot 102 on the Official Tax Map of the Borough of Kinnelon with a street address of 180 Boonton Avenue, Kinnelon, New Jersey and commonly known as the Boonton Avenue Recreation Fields (the "Property"); and

WHEREAS, the current owner of the Property is the Town of Boonton ("Boonton"); and

WHEREAS, negotiations have ensued between the Borough and Boonton and have resulted in an Agreement for the Borough to acquire the Property and certain interests in the Property in consideration of the payment of \$375,000; and

WHEREAS, there has been prepared a certain "Contract for Sale of Real Estate" Between Boonton, as Seller, and the Borough, as Buyer, dated as of November 15, 2021 setting forth the rights, duties and obligations of the parties in connection with the sale and purchase of the Property; and

WHEREAS, the Borough desires to approve the terms and conditions of said Contract for Sale of Real Estate, authorize its execution and authorize the acquisition of the Property in substantial accordance with the terms and conditions of said Contract for Sale of Real Estate; and

WHEREAS, the Borough further desires to authorize the execution of additional related Agreements and documents, including, without limitation, Escrow Agreements, Affidavits, Post-Closing Documents, Closing Statements, Internal Revenue Service and Code Forms, documents related to the funding of a portion of the acquisition costs by the New Jersey Department of Environmental Protection Green Acres Program and the Morris County Open Space Trust Fund and all other documents and Agreements necessary to effectuate the purposes of this Ordinance and the acquisition of the Property and various interests therein.

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

SECTION 1. All the terms and conditions of a certain Contract for Sale of Real Estate by and between the Town of Boonton ("Boonton") as Seller and the Borough of Kinnelon ("Borough"), as Buyer, dated as of November 15, 2021 for the acquisition of certain real property and interests in real property in the Borough currently known as Block 34801, Lot 102 on the Official Tax Map of the Borough (the "Property"), in and for the consideration of \$375,000 ("Purchase Price"), be and the same are hereby approved, ratified and confirmed by the Borough, subject to any non-material, minor and insubstantial changes that may be made in the final form of the Contract for Sale of Real Estate and other attached documents, as approved by the Mayor on the advice of counsel and/or other professionals of the Borough, **PROVIDED, HOWEVER**, that the Purchase Price of \$375,000 and the interests in the Property to be acquired by the Borough, shall not be modified. A copy of the Contract for Sale of Real Estate is on file in the

office of the Borough Clerk and may be viewed by the public from 9:00AM to 4:00PM. A copy of the contract shall also be placed on the Borough's Official Website.

SECTION 2. By virtue of the introduction and adoption of this Ordinance and the taking of other actions, the Borough hereby authorizes the expenditure of the purchase price of \$375,000 and any appropriate ancillary costs related to the acquisition, together with the expenditure of the requisite costs and disbursements related to the consummation of the transaction of the acquisition of the Property.

SECTION 3. The Mayor and Borough Clerk, be and are hereby authorized to execute the Contract for Sale of Real Estate in substantially the same form as approved herein and the Mayor, Borough Council, Clerk and such other officials, consultants, agents, professionals and employees of the Borough as may be necessary and appropriate shall be, and are hereby authorized to pursue the implementation of the Contract for Sale of Real Estate and to take all steps necessary to effectuate and implement the same and the ultimate acquisition of the Property, including, without limitation, the purchase of Title Insurance and Environmental Insurance as may be appropriate, and the execution of additional related Agreements and documents, including, without limitation, appropriate related Escrow Agreements, Affidavits, Post-Closing Documents, Closing Statements, Internal Revenue Service and Code forms, documents related to the funding of a portion of the acquisition costs by the New Jersey Department of Environmental Protection Green Acres Program and the Morris County Open Space Trust Fund and all other documents and Agreements necessary to effectuate the purposes of this Ordinance and the acquisition of the Property.

SECTION 4. Subject to the terms and conditions of the Contract for Sale of Real Estate, in conjunction with such acquisition, the Borough hereby reserves and shall reserve any

and all rights it has, or may have, or shall in the future have in connection with the acquisition and ownership of the Property.

SECTION 5. All Ordinances previously adopted in connection with this acquisition shall remain in full force and effect, except to the extent that the same are inconsistent with the terms and conditions of this Ordinance.

SECTION 6. All ordinances, resolutions and regulations or parts of ordinances, resolutions and regulations inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 7. If any section, paragraph, article, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply to the section, paragraph, article, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed valid and effective.

SECTION 8. This Ordinance shall take effect after approval and publication as required by law.

ATTEST:

BOROUGH OF KINNELON

Karen M. Iuele, Borough Clerk

James Freda, Mayor

CERTIFICATION

I, Karen M. Iuele, Borough Clerk of the 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 the first reading at the regular meeting of the Borough held on _____ and adopted by the Governing Body at a regular meeting of the Borough held on _____.

Karen M. Iuele, Borough Clerk

ORDINANCE NO. 17-21

**ORDINANCE PROVIDING FOR CAPITAL IMPROVEMENT TO BE UNDERTAKEN BY
THE BOROUGH OF KINNELON, IN THE COUNTY OF MORRIS, NEW JERSEY, AND
APPROPRIATING \$44,000.00 THEREFOR FROM THE WATER UTILITY CAPITAL
IMPROVEMENT FUND OF THE BOROUGH.**

BE IT ORDAINED by the Borough Council of the Borough of Kinnelon, in the County of Morris,
State of 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 \$44,000 from moneys available in the Water Utility Capital Improvement Fund of the Borough.

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 replacement of two water pumps at the Kakeout Road pump station, together with the site 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: The Water Utility 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 4: This ordinance shall take effect after final passage as provided by law.

ATTEST:


Karen M. Luele, RMC

BOROUGH OF KINNELON


James Freda, Mayor

CERTIFICATION

I, Karen luele, Borough Clerk of the Borough of Kinnelon, County of Morris, State of New Jersey, do hereby certify the foregoing to be true copy of an Ordinance introduced, read by title and passed on the first reading at a regular meeting of the Borough held on October 21, 2021 and adopted by the Governing Body at a regular meeting of the Borough held on November 18, 2021.

A handwritten signature in cursive script, appearing to read "K. M. luele", is written over a solid horizontal line.

Karen M. luele, RMC, Borough Clerk

**ORDINANCE NO. 18-21 AN ORDINANCE AMENDING AND SUPPLEMENTING
VARIOUS SECTIONS OF CHAPTER 13 "BYLAWS" OF
THE CODE OF THE BOROUGH OF KINNELON**

WHEREAS, pursuant to N.J.S.A. 40:48-2, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this state or of the United States, as it may deem necessary and proper for the good government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

WHEREAS, the Borough of Kinnelon desires to amend and supplement various sections of Chapter 13 "Bylaws" of the Code of the Borough of Kinnelon.

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

SECTION 1. Section 13-2 "Mayor" shall be amended and supplemented such that Paragraph "D" therein is replaced with the following language, and Paragraph "H" added, and shall read as follows:

D. The Mayor shall decide all questions of order without debate subject to an appeal to the Council and shall call upon the Council for their opinion upon any appeal of a question of order. The opinion of the majority of the Council shall be final.

H. The Mayor shall be responsible for signing all contracts or agreements negotiated on behalf of the Borough as authorized by resolution passed by majority vote of the Borough Council.

SECTION 2. Section 13-4 "Meetings" shall be amended such that Paragraph "B" therein

shall now read as follows:

B. Time and place; notice. The Council, at its annual reorganization meeting, shall fix the time and place for holding regular meetings during the ensuing year, which time and place shall not be changed except in accordance with the Open Public Meetings Act. All regular meetings shall be held in the Borough. At least once each year, within 7 days of the annual reorganization meeting of the governing body but not later than January 10 of such year, the governing body shall give annual notice of the time, dates and location of its regular meetings and otherwise comply with the annual notice provisions of N.J.S.A. 10:4-18. All meetings of the governing body shall comply with the annual notice provisions of N.J.S.A. 10:4-6 et al., including the requirement that no meeting of the governing body shall be held unless adequate notice thereof, as is defined by the Open Public Meetings Act,¹ has been provided to the public. However, in such extraordinary circumstances that, due to the urgency and importance of a matter requiring consideration by the Borough at a special meeting, any delay in consideration of said matter for the purpose of providing adequate notice would be likely to result in substantial harm to the public interest, and the meeting is limited to discussion of and acting within respect to such matters of urgency and importance, therefore, adequate notice cannot be provided in accordance with requirements of the Act, the governing body may hold a meeting notwithstanding the failure to provide adequate notice if the specific requirements of N.J.S.A. 10:4-9 and N.J.S.A. 10:4-10 and any other applicable provision of the Open Public Meetings Act are met.

SECTION 3. Section 13-4 “Meetings” shall be amended such that Paragraph “E” therein is stricken in its entirety and the subsequent Subsections “F” through “I” re-designated as “E” through “H” respectively.

SECTION 4. Section 13-4 “Meetings” shall be amended such that newly re-designated Paragraph “G” shall now read as follows:

G. Order of business.

(1) The following order of business shall be observed:

(a) Statement of adequate notice of meeting as required by N.J.S.A. 10:4-6, the Open Public Meetings Act.

SECTION 5. Section 13-5 “Committees” shall be amended and supplemented such that Paragraphs “B”, “C” and “D” therein shall now read as follows, respectively:

B. The Mayor shall appoint all members of the committees with the advice and consent of the Council and shall be a member, ex officio and nonvoting, of each such committee. In addition, the Mayor shall see that all matters referred to the committees are acted upon and reported promptly.

C. The following standing committees of the Council, consisting of one, two or three Council members each (other than the Mayor, ex officio), shall be appointed at the annual meeting.

- (1) Finance.
- (2) Public Safety.
- (3) Public Works.
- (4) Utilities.
- (5) Recreation.
- (6) Coordinating.
- (7) Ordinance and Legal Affairs.
- (8) Personnel.
- (9) Open Space.
- (10) Technology.
- (11) Library Liaison.

D. Each Council member shall be Chairperson of one of the eleven Standing Committees named in this section.

SECTION 6. Section 13-6 “Duties of standing committees of Council” shall be amended such that Paragraph “D”, and subsection (1) therein, shall now read as follows:

D. Utility Committee. The Utility Committee shall have primary responsibility for the following described activities and matters:

- (1) The Utilities Committee shall have primary responsibility for the following described activities and matters, subject to the regulation of the state:
 - (a) The Borough Engineer and his/her office.
 - (b) The Water and Sanitation Engineer.
 - (c) The Construction Official and all subcode officials.
 - (d) Electricity and natural gas.
 - (e) Household waste collection and disposal.
 - (f) Household and commercial recycling.
 - (g) Sanitary sewers.
 - (h) Water.

SECTION 7. Section 13-6 “Duties of standing committees of Council” shall be amended such that Paragraph “D”, subsection (2)(a) therein, shall now read as follows:

- (a) Negotiating contracts with suppliers on behalf of the Borough of said utility services subject to Borough approval, reporting the status of negotiations to the governing body, and submitting the proposed contract for discussion and approval by the Council.

SECTION 8. Section 13-6 “Duties of standing committees of Council” shall be amended and supplemented such that Paragraphs “E”, “F” and “J” therein shall now read as follows, respectively:

E. Recreation Committee. The Recreation Committee shall have primary responsibility for the supervision, administration, practices, procedures and records of all recreation activities conducted by the Borough.

F. Coordinating Committee. The Coordinating Committee shall be primarily responsible for serving as the liaison between the Council and any other boards, committees, agencies or bodies in the Borough which have not been assigned a liaison by these bylaws, including but not limited to:

- (1) The Board of Health.
- (2) The Board of Education.
- (3) The Historical Committee.
- (4) The Board of Adjustment.
- (5) The Environmental Committee.

J. Technology Committee. The Technology Committee shall have the primary responsibility for the following described activities and matters:

(1) Acting as liaison between the Borough and the various technology providers and being responsible for the supervision, administration, practices and procedures for the following:

(a) Municipal network, WIFI and email system, RAVE system and internet access, and any other technology system used anywhere by any Borough department.

(b) Municipal telephone system.

(c) Municipal computers and other related hardware and software.

(d) Municipal electronic communication – website, social media pages, electronic marquee.

(e) Various telephone, internet and cable television providers operating within the Borough.

(2) Negotiating contracts and/or agreements with suppliers of the aforesaid technology services on behalf of the Borough, reporting the status of negotiations to the Governing Body, and submitting the proposed contract or agreement for

discussion and approval by the Borough Council.

(3) Acting as liaison to all Borough departments and committees, and any other organization that wishes to utilize the various municipal technologies for communications and/or information distribution.

SECTION 9. Section 13-6 “Duties of standing committees of Council” shall be supplemented to include a new Paragraph “K”, which shall read as follows:

K. Library Liaison. The Library Liaison shall have the primary responsibility for the following described activities and matters:

- (1) Acting as liaison between the Council and the Kinnelon Public Library.
- (2) Informing the Council about Library activities and events.
- (3) Coordinating any construction, capital improvements or repairs to the Library building and infrastructure.
- (4) Resolving any problems between the Library and the various departments within the Borough.

SECTION 10. Any provisions not amended by this Ordinance shall remain in full force and effect.

SECTION 11. All ordinances, resolutions and regulations or parts of ordinances, resolutions and regulations inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 12. If any section, paragraph, article, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply to the section, paragraph, article, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed valid and effective.

SECTION 13. This Ordinance shall take effect after approval and publication as required by law.

ATTEST:

BOROUGH OF KINNELON

Karen M. Iuele, RMC, Borough Clerk

James J. Freda, Mayor

CERTIFICATION

I, Karen M. Iuele, Borough Clerk of the 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 the first reading at the regular meeting of the Borough held on _____ and adopted by the Governing Body at a regular meeting of the Borough held on _____.

Karen M. Iuele, RMC, Borough Clerk

There was no other desire to discuss this ordinance, and the Mayor asked the Borough Clerk to call the roll on the passage thereof, and the vote was as followed.

Roll Call:	W. Yago, Yes;	V. Russo, Yes;
	R. Roy, Yes;	R. Charlies, Yes;
	S. Mabey, Yes;	J. Lorkowski, Yes.

WHEREAS, the above ordinance was introduced at this meeting held on November 18, 2021 and read by title, and passed on first reading:

NOW, THEREFORE, BE IT RESOLVED, that at the regular meeting to be held on December 16, 2021 at 8:00 pm, prevailing time, at the Kinnelon Municipal Building, this Council further consider for second reading and final passage the said ordinance.

BE IT FURTHER RESOLVED that the Borough Clerk of this Borough be and she is hereby directed to publish the proper notice thereof.

Councilman S. Mabey offered a motion to publish the foregoing resolution. This was second by Councilman V. Russo.

Roll Call:	W. Yago, Yes;	V. Russo, Yes;
	R. Roy, Yes;	R. Charlies, Yes;
	S. Mabey, Yes;	J. Lorkowski, Yes.

TAX COLLECTOR'S REPORT:

During the month of October 2021, the Tax Collector's Report indicated we collected \$3,717,692.07 in taxes.

INVESTMENT OFFICER'S REPORT:

A total of \$1,333.85 was collected in interest for the month of September 2021.

APPOINTMENT:

Upon motion of Councilman J. Lorkowski, and seconded by Councilman S. Mabey, followed by the "yes" roll call vote of all Council Members present, the appointment of Katherine Galarza to the Environmental Committee.

Upon motion of Councilman J. Lorkowski, and seconded by Councilman S. Mabey, followed by the "yes" roll call vote of all Council Members present, the appointment of Domenic Imbarrato to the Kinnelon Volunteer Fire Company.

Upon motion of Councilman J. Lorkowski, and seconded by Councilman S. Mabey, followed by the "yes" roll call vote of all Council Members present, the appointment of John Cannie to the Historical Committee.

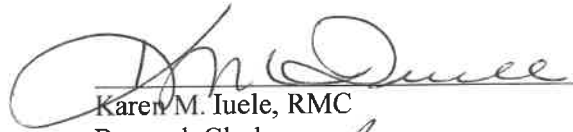
Roll Call:	W. Yago, Yes;	V. Russo, Yes;
	R. Roy, Yes;	R. Charles, Yes;
	S. Mabey, Yes;	J. Lorkowski, Yes.

November 18, 2021

ADJOURNMENT:

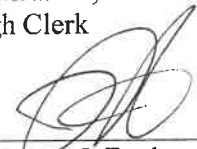
This meeting adjourned at approximately 9:30 p.m. on motion by Councilman R. Roy with the unanimous affirmative voice vote of all present.

Respectfully submitted,



Karen M. Tuele, RMC

Borough Clerk



Mayor James J. Freda