

**ORDINANCE NO. 01-21 AN ORDINANCE AMENDING CHAPTER 172,
STORMWATER CONTROL, OF THE CODE OF THE
BOROUGH OF KINNELON**

WHEREAS, the Municipal Land Use Law of the State of New Jersey, N.J.S.A. 40:55D-1, et seq. (“MLUL”), grants to municipalities the power to adopt a zoning ordinance relating to the nature and extent of the uses of lands, buildings and structures thereon; and

WHEREAS, the Borough of Kinnelon adopted Chapter 172, Stormwater Control, of the Code of the Borough of Kinnelon to reduce the adverse impacts of stormwater runoff resulting from certain development and construction projects; and

WHEREAS, due to recent changes to the Stormwater Rule (N.J.A.C. 7:8 *et seq.*), it is necessary to revise the Borough’s Stormwater Control Ordinance to remain in compliance with permit requirements; and

WHEREAS, the Borough desires to amend Chapter 172, Stormwater Control, of the Code of the Borough of Kinnelon, to incorporate the revisions required as the result of the recent changes to the Stormwater Rule.

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

SECTION ONE. Chapter 172, Stormwater Control, of the Code of the Borough of Kinnelon is hereby deleted in its entirety and replaced by the following:

Chapter 172 Stormwater Control

Article I Scope and Purpose:

§172-1 Policy Statement

Flood control, groundwater recharge, and pollutant reduction shall be achieved through the use of stormwater management measures, including green infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies. GI BMPs and

low impact development (LID) should be utilized to meet the goal of maintaining natural hydrology to reduce stormwater runoff volume, reduce erosion, encourage infiltration and groundwater recharge, and reduce pollution. GI BMPs and LID should be developed based upon physical site conditions and the origin, nature and the anticipated quantity, or amount, of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.

§172-2 Purpose

The purpose of this ordinance is to establish minimum stormwater management requirements and controls for “major development,” as defined below in Article II.

§172-3 Applicability

- A. This ordinance shall be applicable to the following major developments:
- (1) Non-residential major developments; and
 - (2) Aspects of residential major developments that are not pre-empted by the Residential Site Improvement Standards at N.J.A.C. 5:21.
- B. This ordinance shall also be applicable to all major developments undertaken by the Borough of Kinnelon

§172-4 Compatibility with Other Permit and Ordinance Requirements

Development approvals issued pursuant to this ordinance are to be considered an integral part of development approvals and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare. This ordinance is not intended to interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law except that, where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.

Article II Definitions

§172-5 Definitions

For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word

"shall" is always mandatory and not merely directory. The definitions below are the same as or based on the corresponding definitions in the Stormwater Management Rules at N.J.A.C. 7:8-1.2.

CAFRA CENTERS, CORES OR NODES – those areas with boundaries incorporated by reference or revised by the Department in accordance with N.J.A.C. 7:7-13.16.

CAFRA PLANNING MAP– the map used by the Department to identify the location of Coastal Planning Areas, CAFRA centers, CAFRA cores, and CAFRA nodes. The CAFRA Planning Map is available on the Department's Geographic Information System (GIS).

COMMUNITY BASIN – an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond, established in accordance with N.J.A.C. 7:8-4.2(c)14, that is designed and constructed in accordance with the New Jersey Stormwater Best Management Practices Manual, or an alternate design, approved in accordance with N.J.A.C. 7:8-5.2(g), for an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond and that complies with the requirements of this chapter.

COMPACTION – the increase in soil bulk density.

CONTRIBUTORY DRAINAGE AREA – the area from which stormwater runoff drains to a stormwater management measure, not including the area of the stormwater management measure itself.

CORE – a pedestrian-oriented area of commercial and civic uses serving the surrounding municipality, generally including housing and access to public transportation.

COUNTY REVIEW AGENCY – an agency designated by the County Board of Chosen Freeholders to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

- A. A county planning agency or
- B. A county water resource association created under N.J.S.A 58:16A-55.5, if the ordinance or resolution delegates authority to approve, conditionally approve, or disapprove municipal stormwater management plans and implementing ordinances.

DEPARTMENT – the Department of Environmental Protection.

DESIGNATED CENTER – a State Development and Redevelopment Plan Center as designated by the State Planning Commission such as urban, regional, town, village, or hamlet.

DESIGN ENGINEER – a person professionally qualified and duly licensed in New Jersey to perform engineering services that may include, but not necessarily be limited to, development of project requirements, creation and development of project design and preparation of drawings and specifications.

DEVELOPMENT – the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1 *et seq.* In the case of development of agricultural land, development means: any activity that requires a State permit, any activity reviewed by the County Agricultural Board (CAB) and the State Agricultural Development Committee (SADC), and municipal review of any activity not exempted by the Right to Farm Act , N.J.S.A 4:1C-1 *et seq.*

DISTURBANCE – the placement or reconstruction of impervious surface or motor vehicle surface, or exposure and/or movement of soil or bedrock or clearing, cutting, or removing of vegetation. Milling and repaving is not considered disturbance for the purposes of this definition.

DRAINAGE AREA– a geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving waterbody or to a particular point along a receiving waterbody.

EMPOWERMENT NEIGHBORHOODS – neighborhoods designated by the Urban Coordinating Council “in consultation and conjunction with” the New Jersey Redevelopment Authority pursuant to N.J.S.A 55:19-69.

ENVIRONMENTALLY CONSTRAINED AREA – the following areas where the physical alteration of the land is in some way restricted, either through regulation, easement, deed restriction or ownership such as: wetlands, floodplains, threatened and endangered species sites or designated habitats, and parks and preserves. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

ENVIRONMENTALLY CRITICAL AREA – an area or feature which is of significant environmental value, including but not limited to: stream corridors, natural heritage priority sites, habitats of endangered or threatened species, large areas of contiguous open space or upland forest, steep slopes, and well head protection and groundwater recharge areas. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

EROSION - the detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

GREEN INFRASTRUCTURE – a stormwater management measure that manages stormwater close to its source by:

- A. Treating stormwater runoff through infiltration into subsoil;

- B. Treating stormwater runoff through filtration by vegetation or soil; or
- C. Storing stormwater runoff for reuse.

HUC 14 or HYDROLOGIC UNIT CODE 14 – an area within which water drains to a particular receiving surface water body, also known as a subwatershed, which is identified by a 14-digit hydrologic unit boundary designation, delineated within New Jersey by the United States Geological Survey.

IMPERVIOUS SURFACE– a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.

INFILTRATION – the process by which water seeps into the soil from precipitation.

LEAD PLANNING AGENCY – one or more public entities having stormwater management planning authority designated by the regional stormwater management planning committee pursuant to N.J.A.C. 7:8-3.2, that serves as the primary representative of the committee.

MAJOR DEVELOPMENT – an individual “development,” as well as multiple developments that individually or collectively result in:

- A. The disturbance of one or more acres of land since February 2, 2004;
- B. The creation of one-quarter acre or more of “regulated impervious surface” since February 2, 2004;
- C. The creation of one-quarter acre or more of “regulated motor vehicle surface” since March 2, 2021 or the effective date of this ordinance, whichever is earlier; or
- D. A combination of B and C above that totals an area of one-quarter acre or more. The same surface shall not be counted twice when determining if the combination area equals one-quarter acre or more.

Major development includes all developments that are part of a common plan of development or sale (for example, phased residential development) that collectively or individually meet any one or more of paragraphs A, B, C, or D above. Projects undertaken by any government agency that otherwise meet the definition of “major development” but which do not require approval under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., are also considered “major development.”

MOTOR VEHICLE – land vehicles propelled other than by muscular power, such as automobiles, motorcycles, autocycles, and low speed vehicles. For the purposes of this definition, motor vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, motorized wheelchairs, go-carts, gas buggies, golf carts, ski-slope grooming machines, or vehicles that run only on rails or tracks.

MOTOR VEHICLE SURFACE – any pervious or impervious surface that is intended to be used by “motor vehicles” and/or aircraft, and is directly exposed to precipitation

including, but not limited to, driveways, parking areas, parking garages, roads, racetracks, and runways.

MUNICIPALITY – The Borough of Kinnelon.

NEW JERSEY STORMWATER BEST MANAGEMENT PRACTICES (BMP) MANUAL or BMP MANUAL – the manual maintained by the Department providing, in part, design specifications, removal rates, calculation methods, and soil testing procedures approved by the Department as being capable of contributing to the achievement of the stormwater management standards specified in this chapter. The BMP Manual is periodically amended by the Department as necessary to provide design specifications on additional best management practices and new information on already included practices reflecting the best available current information regarding the particular practice and the Department’s determination as to the ability of that best management practice to contribute to compliance with the standards contained in this chapter. Alternative stormwater management measures, removal rates, or calculation methods may be utilized, subject to any limitations specified in this chapter, provided the design engineer demonstrates to the municipality, in accordance with §172-7.F of this ordinance and N.J.A.C. 7:8-5.2(g), that the proposed measure and its design will contribute to achievement of the design and performance standards established by this chapter.

NODE – an area designated by the State Planning Commission concentrating facilities and activities which are not organized in a compact form.

NUTRIENT – a chemical element or compound, such as nitrogen or phosphorus, which is essential to and promotes the development of organisms.

PERSON – an individual, corporation, company, partnership, firm, association, the Borough of Kinnelon, political subdivision of this State and any state, interstate or Federal agency.

POLLUTANT – any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. §§ 2011 *et seq.*)), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, ground waters or surface waters of the State, or to a domestic treatment works. “Pollutant” includes both hazardous and nonhazardous pollutants.

RECHARGE – the amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

REGULATED IMPERVIOUS SURFACE – any of the following, alone or in combination:

- A. A net increase of impervious surface;

B. The total area of impervious surface collected by a new stormwater conveyance system (for the purpose of this definition, a “new stormwater conveyance system” is a stormwater conveyance system that is constructed where one did not exist immediately prior to its construction or an existing system for which a new discharge location is created);

C. The total area of impervious surface proposed to be newly collected by an existing stormwater conveyance system; and/or

D. The total area of impervious surface collected by an existing stormwater conveyance system where the capacity of that conveyance system is increased.

REGULATED MOTOR VEHICLE SURFACE – any of the following, alone or in combination:

A. A net increase in motor vehicle surface; and/or

B. The total area of motor vehicle surface that is currently receiving quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant, where the water quality treatment will be modified or removed.

SEDIMENT – solid material, mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water or gravity as a product of erosion.

SITE – the lot or lots upon which a major development is to occur or has occurred.

SOIL – all unconsolidated mineral and organic material of any origin.

STATE DEVELOPMENT AND REDEVELOPMENT PLAN METROPOLITAN PLANNING AREA (PA1) – an area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the State’s future redevelopment and revitalization efforts.

STATE PLAN POLICY MAP – the geographic application of the State Development and Redevelopment Plan’s goals and statewide policies, and the official map of these goals and policies.

STORMWATER – water resulting from precipitation (including rain and snow) that runs off the land’s surface, is transmitted to the subsurface, or is captured by separate storm sewers or other sewage or drainage facilities or conveyed by snow removal equipment.

STORMWATER MANAGEMENT BMP – an excavation or embankment and related areas designed to retain stormwater runoff. A stormwater management BMP may either be normally dry (that is, a detention basin or infiltration system), retain water in a permanent pool (a retention basin), or be planted mainly with wetland vegetation (most constructed stormwater wetlands).

STORMWATER MANAGEMENT MEASURE – any practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.

STORMWATER RUNOFF – water flow on the surface of the ground or in storm sewers, resulting from precipitation.

STORMWATER MANAGEMENT PLANNING AGENCY – a public body authorized by legislation to prepare stormwater management plans.

STORMWATER MANAGEMENT PLANNING AREA – the geographic area for which a stormwater management planning agency is authorized to prepare stormwater management plans, or a specific portion of that area identified in a stormwater management plan prepared by that agency.

URBAN COORDINATING COUNCIL EMPOWERMENT NEIGHBORHOOD – a neighborhood given priority access to State resources through the New Jersey Redevelopment Authority.

URBAN ENTERPRISE ZONES – a zone designated by the New Jersey Enterprise Zone Authority pursuant to the New Jersey Urban Enterprise Zones Act, N.J.S.A. 52:27H-60 et. seq.

URBAN REDEVELOPMENT AREA – previously developed portions of areas:

- A. Delineated on the State Plan Policy Map (SPPM) as the Metropolitan Planning Area (PA1), Designated Centers, Cores or Nodes;
- B. Designated as CAFRA Centers, Cores or Nodes;
- C. Designated as Urban Enterprise Zones; and
- D. Designated as Urban Coordinating Council Empowerment Neighborhoods.

WATER CONTROL STRUCTURE – a structure within, or adjacent to, a water, which intentionally or coincidentally alters the hydraulic capacity, the flood elevation resulting from the two-, 10-, or 100-year storm, flood hazard area limit, and/or floodway limit of the water. Examples of a water control structure may include a bridge, culvert, dam, embankment, ford (if above grade), retaining wall, and weir.

WATERS OF THE STATE – the ocean and its estuaries, all springs, streams, wetlands, and bodies of surface or groundwater, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.

WETLANDS or WETLAND – an area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

Article III General Standards

§172-6 Design and Performance Standards for Stormwater Management Measures

A. Stormwater management measures for major development shall be designed to provide erosion control, groundwater recharge, stormwater runoff quantity control, and stormwater runoff quality treatment as follows:

- (1) The minimum standards for erosion control are those established under the Soil and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules at N.J.A.C. 2:90.
- (2) The minimum standards for groundwater recharge, stormwater quality, and stormwater runoff quantity shall be met by incorporating green infrastructure.

B. The standards in this ordinance apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules.

Article IV Stormwater Management Requirements for Major Development

§172-7 General Requirements

A. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with Article IX.

B. Stormwater management measures shall avoid adverse impacts of concentrated flow on habitat for threatened and endangered species as documented in the Department's Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B-15.147 through 15.150, particularly *Helonias bullata* (swamp pink) and/or *Clemmys muhlenbergi* (bog turtle).

C. The following linear development projects are exempt from the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of §172-9, §172-10, and §172-11:

- (1) The construction of an underground utility line provided that the disturbed areas are revegetated upon completion;
- (2) The construction of an aboveground utility line provided that the existing conditions are maintained to the maximum extent practicable; and

(3) The construction of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material.

D. A waiver from strict compliance from the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of §172-8, §172-9, §172-10, and §172-11 may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:

(1) The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;

(2) The applicant demonstrates through an alternatives analysis, that through the use of stormwater management measures, the option selected complies with the requirements of §172-8, §172-9, §172-10, and §172-11 to the maximum extent practicable;

(3) The applicant demonstrates that, in order to meet the requirements of §172-8, §172-9, §172-10, and §172-11, existing structures currently in use, such as homes and buildings, would need to be condemned; and

(4) The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under §172-7.D.(3) above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of §172-8, §172-9, §172-10, and §172-11 that were not achievable onsite.

E. Tables 1 through 3 below summarize the ability of stormwater best management practices identified and described in the New Jersey Stormwater Best Management Practices Manual to satisfy the green infrastructure, groundwater recharge, stormwater runoff quality and stormwater runoff quantity standards specified in §172-8, §172-9, §172-10, and §172-11. When designed in accordance with the most current version of the New Jersey Stormwater Best Management Practices Manual, the stormwater management measures found at N.J.A.C. 7:8-5.2 (f) Tables 5-1, 5-2 and 5-3 and listed below in Tables 1, 2 and 3 are presumed to be capable of providing stormwater controls for the design and performance standards as outlined in the tables below. Upon amendments of the New Jersey Stormwater Best Management Practices to reflect additions or deletions of BMPs meeting these standards, or changes in the presumed performance of BMPs designed in accordance with the New Jersey Stormwater BMP Manual, the Department shall publish in the New Jersey Registers a notice of administrative change revising the applicable table. The most current version of the BMP Manual can be found on the Department's website at:

https://njstormwater.org/bmp_manual2.htm

F. Where the BMP tables in the NJ Stormwater Management Rule are different due to updates or amendments with the tables in this ordinance the BMP Tables in the Stormwater Management rule at N.J.A.C. 7:8-5.2(f) shall take precedence.

Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Cistern	0	Yes	No	--
Dry Well ^(a)	0	No	Yes	2
Grass Swale	50 or less	No	No	2 ^(e) 1 ^(f)
Green Roof	0	Yes	No	--
Manufactured Treatment Device ^{(a) (g)}	50 or 80	No	No	Dependent upon the device
Pervious Paving System ^(a)	80	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Small-Scale Bioretention Basin ^(a)	80 or 90	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Small-Scale Infiltration Basin ^(a)	80	Yes	Yes	2
Small-Scale Sand Filter	80	Yes	Yes	2
Vegetative Filter Strip	60-80	No	No	--

(Notes corresponding to annotations ^(a) through ^(g) are found below Table 3)

Table 2 Green Infrastructure BMPs for Stormwater Runoff Quantity (or for Groundwater Recharge and/or Stormwater Runoff Quality with a Waiver or Variance from N.J.A.C. 7:8-5.3)				
Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Bioretention System	80 or 90	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Infiltration Basin	80	Yes	Yes	2
Sand Filter ^(b)	80	Yes	Yes	2
Standard Constructed Wetland	90	Yes	No	N/A
Wet Pond ^(d)	50-90	Yes	No	N/A

(Notes corresponding to annotations ^(b) through ^(d) are found below Table 3)

Table 3 BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or Stormwater Runoff Quantity only with a Waiver or Variance from N.J.A.C. 7:8-5.3				
Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Blue Roof	0	Yes	No	N/A
Extended Detention Basin	40-60	Yes	No	1
Manufactured Treatment Device ^(h)	50 or 80	No	No	Dependent upon the device
Sand Filter ^(c)	80	Yes	No	1
Subsurface Gravel Wetland	90	No	No	1
Wet Pond	50-90	Yes	No	N/A

Notes to Tables 1, 2, and 3:

- (a) subject to the applicable contributory drainage area limitation specified at §172-8.B;
- (b) designed to infiltrate into the subsoil;
- (c) designed with underdrains;
- (d) designed to maintain at least a 10-foot wide area of native vegetation along at least 50 percent of the shoreline and to include a stormwater runoff retention component designed to capture stormwater runoff for beneficial reuse, such as irrigation;
- (e) designed with a slope of less than two percent;
- (f) designed with a slope of equal to or greater than two percent;
- (g) manufactured treatment devices that meet the definition of green infrastructure at §172-5;
- (h) manufactured treatment devices that do not meet the definition of green infrastructure at §172-5.

G. An alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate may be used if the design engineer demonstrates the capability of the proposed alternative stormwater management measure and/or the validity of the alternative rate or method to the municipality. A copy of any

approved alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate shall be provided to the Department in accordance with §172-14.B. Alternative stormwater management measures may be used to satisfy the requirements at §172-8 only if the measures meet the definition of green infrastructure at §172-5. Alternative stormwater management measures that function in a similar manner to a BMP listed at §172-8.B are subject to the contributory drainage area limitation specified at §172-8.B for that similarly functioning BMP. Alternative stormwater management measures approved in accordance with this subsection that do not function in a similar manner to any BMP listed at §172-8.B shall have a contributory drainage area less than or equal to 2.5 acres, except for alternative stormwater management measures that function similarly to cisterns, grass swales, green roofs, standard constructed wetlands, vegetative filter strips, and wet ponds, which are not subject to a contributory drainage area limitation. Alternative measures that function similarly to standard constructed wetlands or wet ponds shall not be used for compliance with the stormwater runoff quality standard unless a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with §172-7.D is granted from §172-8.

H. Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall assess the hydraulic impact on the groundwater table and design the site, so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.

I. Design standards for stormwater management measures are as follows:

(1) Stormwater management measures shall be designed to take into account the existing site conditions, including, but not limited to, environmentally critical areas; wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability, and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone);

(2) Stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure, as appropriate, and shall have parallel bars with one-inch spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-third the width of the diameter of the orifice or one-third the width of the weir, with a minimum spacing between bars of one inch and a maximum spacing between bars of six inches. In addition, the design of trash racks must comply with the requirements of §172-16.C;

(3) Stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent

with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement;

(4) Stormwater management BMPs shall be designed to meet the minimum safety standards for stormwater management BMPs at §172-16; and

(5) The size of the orifice at the intake to the outlet from the stormwater management BMP shall be a minimum of two and one-half inches in diameter.

J. Manufactured treatment devices may be used to meet the requirements of this subchapter, provided the pollutant removal rates are verified by the New Jersey Corporation for Advanced Technology and certified by the Department. Manufactured treatment devices that do not meet the definition of green infrastructure at §172-5 may be used only under the circumstances described at §172-8.D.

K. Any application for a new agricultural development that meets the definition of major development at §172-5 shall be submitted to the Soil Conservation District for review and approval in accordance with the requirements at §172-8, §172-9, §172-10, and §172-11 and any applicable Soil Conservation District guidelines for stormwater runoff quantity and erosion control. For purposes of this subsection, "agricultural development" means land uses normally associated with the production of food, fiber, and livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacture of agriculturally related products.

L. If there is more than one drainage area, the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at §172-9, §172-10, and §172-11 shall be met in each drainage area, unless the runoff from the drainage areas converge onsite and no adverse environmental impact would occur as a result of compliance with any one or more of the individual standards being determined utilizing a weighted average of the results achieved for that individual standard across the affected drainage areas.

M. Any stormwater management measure authorized under the municipal stormwater management plan or ordinance shall be reflected in a deed notice recorded in the Morris County Clerk's Office. A form of deed notice shall be submitted to the municipality for approval prior to filing. The deed notice shall contain a description of the stormwater management measure(s) used to meet the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at §172-8, §172-9, §172-10, and §172-11 and shall identify the location of the stormwater management measure(s) in NAD 1983 State Plane New Jersey FIPS 2900 US Feet or Latitude and Longitude in decimal degrees. The deed notice shall also reference the maintenance plan required to be recorded upon the deed pursuant to §172-21.E. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality. Proof that the required information has been recorded on the deed shall be in the form of either a copy of the complete recorded document or a receipt from the clerk or other proof of recordation provided by the recording office. However, if the initial proof provided to the municipality is not a copy of the complete recorded document, a copy of the complete recorded document shall be provided to the municipality within 180 calendar days of the authorization granted by the municipality.

N. A stormwater management measure approved under the municipal stormwater management plan or ordinance may be altered or replaced with the approval of the municipality, if the municipality determines that the proposed alteration or replacement meets the design and performance standards pursuant to Article IV of this ordinance and provides the same level of stormwater management as the previously approved stormwater management measure that is being altered or replaced. If an alteration or replacement is approved, a revised deed notice shall be submitted to the municipality for approval and subsequently recorded with the Morris County Clerk's Office and shall contain a description and location of the stormwater management measure, as well as reference to the maintenance plan, in accordance with M above. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality in accordance with M above.

§172-8 Green Infrastructure Standards

A. This subsection specifies the types of green infrastructure BMPs that may be used to satisfy the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards.

B. To satisfy the groundwater recharge and stormwater runoff quality standards at §172-9 and §172-10, the design engineer shall utilize green infrastructure BMPs identified in Table 1 at §172-7.F. and/or an alternative stormwater management measure approved in accordance with §172-7.G. The following green infrastructure BMPs are subject to the following maximum contributory drainage area limitations:

Best Management Practice	Maximum Contributory Drainage Area
Dry Well	1 acre
Manufactured Treatment Device	2.5 acres
Pervious Pavement Systems	Area of additional inflow cannot exceed three times the area occupied by the BMP
Small-scale Bioretention Systems	2.5 acres
Small-scale Infiltration Basin	2.5 acres
Small-scale Sand Filter	2.5 acres

C. To satisfy the stormwater runoff quantity standards at §172-11, the design engineer shall utilize BMPs from Table 1 or from Table 2 and/or an alternative stormwater management measure approved in accordance with §172-7.G.

D. If a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with §172-7.D is granted from the requirements of this subsection, then BMPs from Table 1, 2, or 3, and/or an alternative stormwater management measure

approved in accordance with §172-7.G may be used to meet the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at §172-9, §172-10 and §172-11.

E. For separate or combined storm sewer improvement projects, such as sewer separation, undertaken by a government agency or public utility (for example, a sewerage company), the requirements of this subsection shall only apply to areas owned in fee simple by the government agency or utility, and areas within a right-of-way or easement held or controlled by the government agency or utility; the entity shall not be required to obtain additional property or property rights to fully satisfy the requirements of this subsection. Regardless of the amount of area of a separate or combined storm sewer improvement project subject to the green infrastructure requirements of this subsection, each project shall fully comply with the applicable groundwater recharge, stormwater runoff quality control, and stormwater runoff quantity standards at §172-9, §172-10 and §172-11, unless the project is granted a waiver from strict compliance in accordance with §172-7.D.

§172-9 Groundwater Recharge Standards

A. This subsection contains the minimum design and performance standards for groundwater recharge as follows:

B. The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at Article V, either:

- (1) Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or
- (2) Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the 2-year storm is infiltrated.

C. This groundwater recharge requirement does not apply to projects within the “urban redevelopment area,” or to projects subject to D. below.

D. The following types of stormwater shall not be recharged:

- (1) Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied, areas where pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than “reportable quantities” as defined by the United States Environmental Protection Agency (EPA) at 40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan or landfill closure plan and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and

(2) Industrial stormwater exposed to “source material.” “Source material” means any material(s) or machinery, located at an industrial facility, that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels, and lubricants, solvents, and detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.

§172-10 Stormwater Runoff Quality Standards

A. This subsection contains the minimum design and performance standards to control stormwater runoff quality impacts of major development. Stormwater runoff quality standards are applicable when the major development results in an increase of one-quarter acre or more of regulated motor vehicle surface.

B. Stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff generated from the water quality design storm as follows:

(1) Eighty percent TSS removal of the anticipated load, expressed as an annual average shall be achieved for the stormwater runoff from the net increase of motor vehicle surface.

(2) If the surface is considered regulated motor vehicle surface because the water quality treatment for an area of motor vehicle surface that is currently receiving water quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant is to be modified or removed, the project shall maintain or increase the existing TSS removal of the anticipated load expressed as an annual average.

C. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollutant Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. Every major development, including any that discharge into a combined sewer system, shall comply with B. above, unless the major development is itself subject to a NJPDES permit with a numeric effluent limitation for TSS or the NJPDES permit to which the major development is subject exempts the development from a numeric effluent limitation for TSS.

D. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 4, below. The calculation of the volume of runoff may take into account the implementation of stormwater management measures.

Table 4 - Water Quality Design Storm

Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)
1	0.00166	41	0.1728	81	1.0906
2	0.00332	42	0.1796	82	1.0972
3	0.00498	43	0.1864	83	1.1038
4	0.00664	44	0.1932	84	1.1104
5	0.00830	45	0.2000	85	1.1170
6	0.00996	46	0.2117	86	1.1236
7	0.01162	47	0.2233	87	1.1302
8	0.01328	48	0.2350	88	1.1368
9	0.01494	49	0.2466	89	1.1434
10	0.01660	50	0.2583	90	1.1500
11	0.01828	51	0.2783	91	1.1550
12	0.01996	52	0.2983	92	1.1600
13	0.02164	53	0.3183	93	1.1650
14	0.02332	54	0.3383	94	1.1700
15	0.02500	55	0.3583	95	1.1750
16	0.03000	56	0.4116	96	1.1800
17	0.03500	57	0.4650	97	1.1850
18	0.04000	58	0.5183	98	1.1900
19	0.04500	59	0.5717	99	1.1950
20	0.05000	60	0.6250	100	1.2000
21	0.05500	61	0.6783	101	1.2050
22	0.06000	62	0.7317	102	1.2100
23	0.06500	63	0.7850	103	1.2150
24	0.07000	64	0.8384	104	1.2200
25	0.07500	65	0.8917	105	1.2250
26	0.08000	66	0.9117	106	1.2267
27	0.08500	67	0.9317	107	1.2284
28	0.09000	68	0.9517	108	1.2300
29	0.09500	69	0.9717	109	1.2317
30	0.10000	70	0.9917	110	1.2334
31	0.10660	71	1.0034	111	1.2351
32	0.11320	72	1.0150	112	1.2367
33	0.11980	73	1.0267	113	1.2384
34	0.12640	74	1.0383	114	1.2400
35	0.13300	75	1.0500	115	1.2417
36	0.13960	76	1.0568	116	1.2434
37	0.14620	77	1.0636	117	1.2450
38	0.15280	78	1.0704	118	1.2467
39	0.15940	79	1.0772	119	1.2483
40	0.16600	80	1.0840	120	1.2500

E. If more than one BMP in series is necessary to achieve the required 80 percent TSS reduction for a site, the applicant shall utilize the following formula to calculate TSS reduction:

$$R = A + B - (A \times B) / 100,$$

Where

R = total TSS Percent Load Removal from application of both BMPs, and

A = the TSS Percent Removal Rate applicable to the first BMP

B = the TSS Percent Removal Rate applicable to the second BMP.

F. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include green infrastructure BMPs that optimize nutrient removal while still achieving the performance standards in §172-9, §172-10, and §172-11.

G. In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.

H. The Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-4.1(c)1 establish 300-foot riparian zones along Category One waters, as designated in the Surface Water Quality Standards at N.J.A.C. 7:9B, and certain upstream tributaries to Category One waters. A person shall not undertake a major development that is located within or discharges into a 300-foot riparian zone without prior authorization from the Department under N.J.A.C. 7:13.

I. Pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-11.2(j)3.i, runoff from the water quality design storm that is discharged within a 300-foot riparian zone shall be treated in accordance with this subsection to reduce the post-construction load of total suspended solids by 95 percent of the anticipated load from the developed site, expressed as an annual average.

J. These stormwater runoff quality standards do not apply to the construction of one individual single-family dwelling, provided that it is not part of a larger development or subdivision that has received preliminary or final site plan approval prior to December 3, 2018, and that the motor vehicle surfaces are made of permeable material(s) such as gravel, dirt, and/or shells.

§172-11 Stormwater Runoff Quantity Standards

A. This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of major development.

B. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at Article V, complete one of the following:

- (1) Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the 2-, 10-, and 100-year storm events do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;
- (2) Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the 2-, 10- and 100-year storm events and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;
- (3) Design stormwater management measures so that the post-construction peak runoff rates for the 2-, 10- and 100-year storm events are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed.

C. The stormwater runoff quantity standards shall be applied at the site's boundary to each abutting lot, roadway, watercourse, or receiving storm sewer system.

Article V Calculation of Stormwater Runoff and Groundwater Recharge

§172-12 Stormwater Runoff Calculation

A. Stormwater runoff shall be calculated in accordance with the following:

(1) The design engineer shall calculate runoff using one of the following methods:

- (a) The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in Chapters 7, 9, 10, 15 and 16 Part 630, Hydrology National Engineering Handbook, incorporated herein by reference as amended and supplemented. This methodology is additionally described in *Technical Release 55 - Urban Hydrology for Small Watersheds* (TR-55), dated June 1986, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the Natural Resources Conservation Service website at:

https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1044171.pdf

or at United States Department of Agriculture Natural Resources Conservation Service, 220 Davison Avenue, Somerset, New Jersey 08873; or

(b) The Rational Method for peak flow and the Modified Rational Method for hydrograph computations. The rational and modified rational methods are described in "Appendix A-9 Modified Rational Method" in the Standards for Soil Erosion and Sediment Control in New Jersey, January 2014. This document is available from the State Soil Conservation Committee or any of the Soil Conservation Districts listed at N.J.A.C. 2:90-1.3(a)3. The location, address, and telephone number for each Soil Conservation District is available from the State Soil Conservation Committee, PO Box 330, Trenton, New Jersey 08625. The document is also available at:

<http://www.nj.gov/agriculture/divisions/anr/pdf/2014NJSoilErosionControlStandardsComplete.pdf>.

(2) For the purpose of calculating runoff coefficients and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "runoff coefficient" applies to both the NRCS methodology above at §172-12.A.(1)(a) and the Rational and Modified Rational Methods at §172-12.A.(1)(b). A runoff coefficient or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover have existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).

(3) In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts, that may reduce pre-construction stormwater runoff rates and volumes.

(4) In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the *NRCS*

Technical Release 55 – Urban Hydrology for Small Watersheds or other methods may be employed.

(5) If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tailwater in the design of structural stormwater management measures.

§172-13 Groundwater Recharge Calculation

A. Groundwater recharge may be calculated in accordance with the following:

The New Jersey Geological Survey Report GSR-32, A Method for Evaluating Groundwater-Recharge Areas in New Jersey, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the New Jersey Stormwater Best Management Practices Manual; at the New Jersey Geological Survey website at:

<https://www.nj.gov/dep/njgs/pricelst/gsreport/gsr32.pdf>

or at New Jersey Geological and Water Survey, 29 Arctic Parkway, PO Box 420 Mail Code 29-01, Trenton, New Jersey 08625-0420.

Article VI Sources for Technical Guidance

§172-14 Technical Guidance

A. Technical guidance for stormwater management measures can be found in the documents listed below, which are available to download from the Department's website at:

http://www.nj.gov/dep/stormwater/bmp_manual2.htm.

(1) Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended and supplemented. Information is provided on stormwater management measures such as, but not limited to, those listed in Tables 1, 2, and 3.

(2) Additional maintenance guidance is available on the Department's website at:

https://www.njstormwater.org/maintenance_guidance.htm.

B. Submissions required for review by the Department should be mailed to:

The Division of Water Quality, New Jersey Department of Environmental Protection, Mail Code 401-02B, PO Box 420, Trenton, New Jersey 08625-0420.

Article VII Stormwater Management Measure Standards

§172-15 Solids and Floatable Materials Control Standards:

A. Site design features identified under §172-7.F above, or alternative designs in accordance with §172-7.G above, to prevent discharge of trash and debris from drainage systems shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, “solid and floatable materials” means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see §172-15.A.(2) below.

(1) Design engineers shall use one of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:

- (a) The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines; or
- (b) A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

Examples of grates subject to this standard include grates in grate inlets, the grate portion (non-curb-opening portion) of combination inlets, grates on storm sewer manholes, ditch grates, trench grates, and grates of spacer bars in slotted drains. Examples of ground surfaces include surfaces of roads (including bridges), driveways, parking areas, bikeways, plazas, sidewalks, lawns, fields, open channels, and stormwater system floors used to collect stormwater from the surface into a storm drain or surface water body.

(c) For curb-opening inlets, including curb-opening inlets in combination inlets, the clear space in that curb opening, or each individual clear space if the curb opening has two or more clear spaces, shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.

(2) The standard in A.(1) above does not apply:

- (a) Where each individual clear space in the curb opening in existing curb-opening inlet does not have an area of more than nine (9.0) square inches;
- (b) Where the municipality agrees that the standards would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets;

(c) Where flows from the water quality design storm as specified in N.J.A.C. 7:8 are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:

[1] A rectangular space four and five-eighths (4.625) inches long and one and one-half (1.5) inches wide (this option does not apply for outfall netting facilities); or

[2] A bar screen having a bar spacing of 0.5 inches.

Note that these exemptions do not authorize any infringement of requirements in the Residential Site Improvement Standards for bicycle safe grates in new residential development (N.J.A.C. 5:21-4.18(b)2 and 7.4(b)1).

(d) Where flows are conveyed through a trash rack that has parallel bars with one-inch (1 inch) spacing between the bars, to the elevation of the Water Quality Design Storm as specified in N.J.A.C. 7:8; or

(e) Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.

§172-16 Safety Standards for Stormwater Management Basins:

A. This section sets forth requirements to protect public safety through the proper design and operation of stormwater management BMPs. This section applies to any new stormwater management BMP.

B. The provisions of this section are not intended to preempt more stringent municipal or county safety requirements for new or existing stormwater management BMPs. Municipal and county stormwater management plans and ordinances may, pursuant to their authority, require existing stormwater management BMPs to be retrofitted to meet one or more of the safety standards in §172-16.C.(1), (2) and (3) for trash racks, overflow grates, and escape provisions at outlet structures.

C. Requirements for Trash Racks, Overflow Grates and Escape Provisions

(1) A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the Stormwater management BMP to ensure proper functioning of the BMP outlets in accordance with the following:

(a) The trash rack shall have parallel bars, with no greater than six-inch spacing between the bars;

- (b) The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure;
- (c) The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack; and
- (d) The trash rack shall be constructed of rigid, durable, and corrosion resistant material and designed to withstand a perpendicular live loading of 300 pounds per square foot.

(2) An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:

- (a) The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
- (b) The overflow grate spacing shall be no less than two inches across the smallest dimension
- (c) The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.

(3) Stormwater management BMPs shall include escape provisions as follows:

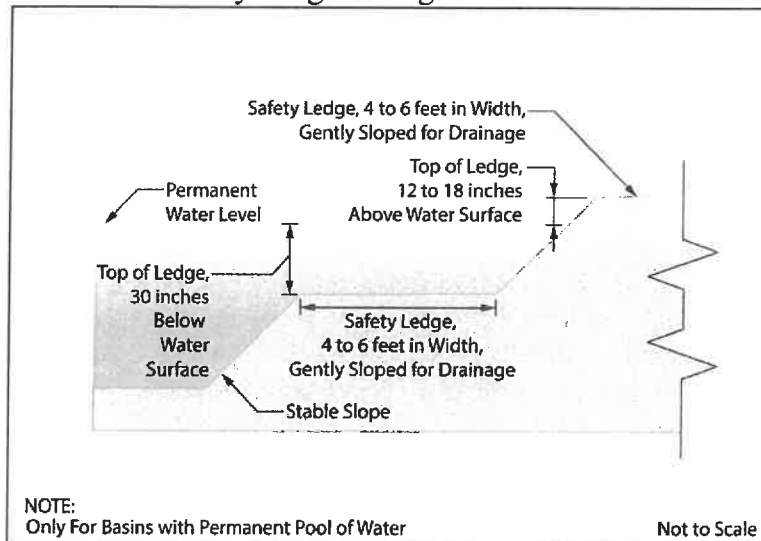
- (a) If a stormwater management BMP has an outlet structure, escape provisions shall be incorporated in or on the structure. Escape provisions include the installation of permanent ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management BMPs. With the prior approval of the municipality pursuant to §172-16.C., a free-standing outlet structure may be exempted from this requirement;
- (b) Safety ledges shall be constructed on the slopes of all new stormwater management BMPs having a permanent pool of water deeper than two and one-half feet. Safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately two and one-half feet below the permanent water surface, and the second step shall be located one to one and one-half feet above the permanent water surface. See §172-16.E. for an illustration of safety ledges in a stormwater management BMP; and
- (c) In new stormwater management BMPs, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than three horizontal to one vertical.

D. Variance or Exemption from Safety Standard

A variance or exemption from the safety standards for stormwater management BMPs may be granted only upon a written finding by the municipality that the variance or exemption will not constitute a threat to public safety.

E. Safety Ledge Illustration

Elevation View –Basin Safety Ledge Configuration



Article VIII Requirements for a Site Development Stormwater Plan:

§172-17 Submission of Site Development Stormwater Plan

A. Whenever an applicant seeks municipal approval of a development subject to this ordinance, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at §172-19 below as part of the submission of the application for approval.

B. The applicant shall demonstrate that the project meets the standards set forth in this ordinance.

C. The applicant shall submit four copies of the materials listed in the checklist for site development stormwater plans in accordance with §172-19 of this ordinance.

§172-18 Site Development Stormwater Plan Approval

The applicant's Site Development project shall be reviewed as a part of the review process by the municipal board or official from which municipal approval is sought. That municipal board or official shall consult the municipality's review engineer to determine

if all of the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this ordinance.

§172-19 Submission of Site Development Stormwater Plan

The following information shall be required:

A. Topographic Base Map. The reviewing engineer may require upstream tributary drainage system information as necessary. It is recommended that the topographic base map of the site be submitted which extends a minimum of 200 feet beyond the limits of the proposed development, at a scale of 1"=200' or greater, showing 2-foot contour intervals. The map as appropriate may indicate the following: existing surface water drainage, shorelines, steep slopes, soils, erodible soils, perennial or intermittent streams that drain into or upstream of the Category One waters, wetlands and flood plains along with their appropriate buffer strips, marshlands and other wetlands, pervious or vegetative surfaces, existing man-made structures, roads, bearing and distances of property lines, and significant natural and manmade features not otherwise shown.

B. Environmental Site Analysis. A written and graphic description of the natural and man-made features of the site and its surroundings should be submitted. This description should include a discussion of soil conditions, slopes, wetlands, waterways and vegetation on the site. Particular attention should be given to unique, unusual, or environmentally sensitive features and to those that provide particular opportunities or constraints for development.

C. Project Description and Site Plans. A map (or maps) at the scale of the topographical base map indicating the location of existing and proposed buildings roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations will occur in the natural terrain and cover, including lawns and other landscaping, and seasonal high groundwater elevations. A written description of the site plan and justification for proposed changes in natural conditions shall also be provided.

D. Land Use Planning and Source Control Plan. This plan shall provide a demonstration of how the goals and standards of Articles III through V are being met. The focus of this plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge, stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.

E. Stormwater Management Facilities Map. The following information, illustrated on a map of the same scale as the topographic base map, shall be included:

- (1) Total area to be disturbed, paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.

(2) Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.

F. Calculations

(1) Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in Article IV of this ordinance.

(2) When the proposed stormwater management control measures depend on the hydrologic properties of soils or require certain separation from the seasonal high water table, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

G. Maintenance and Repair Plan. The design and planning of the stormwater management facility shall meet the maintenance requirements of Article IX.

H. Waiver from Submission Requirements. The municipal official or board reviewing an application under this ordinance may, in consultation with the municipality's review engineer, waive submission of any of the requirements in §172-19.A. through §172-19.F. of this ordinance when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

Article IX Maintenance and Repair:

§172-20 Applicability

Projects subject to review as in §172-3 of this ordinance shall comply with the requirements of §172-21 and §172-22.

§172-21 General Maintenance

A. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.

B. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). The plan shall contain information on BMP location, design, ownership, maintenance tasks and frequencies, and

other details as specified in Chapter 8 of the NJ BMP Manual, as well as the tasks specific to the type of BMP, as described in the applicable chapter containing design specifics.

C. If the maintenance plan identifies a person other than the property owner (for example, a developer, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's or entity's agreement to assume this responsibility, or of the owner's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.

D. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a green infrastructure BMP, provided the individual agrees to assume these tasks; however, the individual cannot be legally responsible for all of the maintenance required.

E. If the party responsible for maintenance identified under §172-21.C. above is not a public agency, the maintenance plan and any future revisions based on §172-21.G. below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.

F. Preventative and corrective maintenance shall be performed to maintain the functional parameters (storage volume, infiltration rates, inflow/outflow capacity, etc.) of the stormwater management measure, including, but not limited to, repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of non-vegetated linings.

G. The party responsible for maintenance identified under §172-21.C. above shall perform all of the following requirements:

- (1) maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders;
- (2) evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed; and
- (3) retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by §172-21.F. and §172-21.G. above.
- (4) Beginning on January 31, 2019, persons responsible for maintenance under §172-21.B. above shall make annual submissions to the municipality, by January 31, containing excerpts of the detailed log of all preventative and corrective maintenance that was performed for the calendar year that just ended for all

structural stormwater measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance related work orders.

H. The requirements of §172-21.C. and §172-21.D. do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department.

I. In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair of the facility in a manner that is approved by the municipal engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person. Nonpayment of such bill may result in a lien on the property.

§172-22 Performance or Maintenance Guarantee

Nothing in this subsection shall preclude the municipality in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53

Article X Penalties

§172-23 Penalty

Any person who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this chapter shall, upon conviction thereof by any court authorized by law to hear and determine the matter, be liable to a fine of not more than \$1,000 or to imprisonment for a term of not more than 90 days, or both, as such court in its discretion may impose.

§172-24 Separate Violations

Each day during or on which a violation occurs or continues shall be deemed a separate offense.

Article XI Severability

§172-25 Severability

Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding

of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

Article XII Effective Date

§172-26 When effective

This Ordinance shall be in full force and effect from and after its adoption and any publication as required by law.

SECTION TWO. All ordinances or parts of ordinances in conflict or inconsistent with any part of this Ordinance are hereby repealed to the extent that they are in such conflict or inconsistent.

SECTION THREE. This Ordinance may be renumbered for codification purposes.

SECTION FOUR. In the event that any section, part or provision of this Ordinance shall be held to be unenforceable or invalid by any court, such holding shall not affect the validity of this Ordinance as a whole, or any part thereof, other than the part so held unenforceable or invalid.

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 February 18 2021 and adopted by the Governing Body at a regular meeting of the Borough held on March 18, 2021.


Karen M. Iuele, RMC, Borough Clerk

ORDINANCE NO. 02-21

AN ORDINANCE AMENDING AND REPLACING SECTION 56-1, ESTABLISHMENT; MEMBERS, OF ARTICLE 1, ORGANIZATION AND OPERATION, OF CHAPTER 56, POLICE DEPARTMENT, OF THE CODE OF THE BOROUGH OF KINNELON

WHEREAS, pursuant to N.J.S.A 40 A:14-118, the governing body of a municipality is empowered to create and establish, as an executive and enforcement function of municipal government, a Police Department; and

WHEREAS, ordinances regulating Police Departments are subject to modification due to changing needs of a municipality and to enhance the efficiency and effectiveness of the operations of a Police Department; and

WHEREAS, the Borough of Kinnelon deems it to be in the best interests of the Borough and the Police Department to amend and replace Section 56-1, Establishment; Members, of Article 1, Organization and Operation, of Chapter 56, Police Department, of the Code of the Borough of Kinnelon regarding the members of the Borough of Kinnelon Police Department.

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

SECTION ONE. Section 56-1, Establishment; Members, of Article 1, Organization and Operation, of Chapter 56, Police Department, of the Code of the Borough of Kinnelon, shall be deleted in its entirety and replaced by the following:

§ 56-1 Establishment; members.

There is hereby established in the Borough of Kinnelon a Police Department, which shall consist of members according to the following schedule:

Title	Maximum number of officers to be employed in the title
Chief of Police	1
Acting Chief of Police (as needed pursuant to §56-7)	1
Lieutenant	2
Patrol Sergeant	4
Detective	1
Patrol Officer	8
Police Matron	4

SECTION TWO. All Ordinances of the Borough of Kinnelon which are inconsistent with the provisions of this Ordinance are hereby repealed as to the extent of such inconsistency.

SECTION THREE. If any section, subsection, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by any Court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

SECTION FOUR. This Ordinance shall take effect as provided by law.

ATTEST:


 Karen M. Iuele, Borough Clerk

BOROUGH OF KINNELON


 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 February 18, 2021 and adopted by the Governing Body at a regular meeting of the Borough held on March 18, 2021



Karen M. Iuele, Borough Clerk

March 18, 2021

The Mayor announced the meeting was open to hear any objections to this ordinance that may be presented by any taxpayer of the Borough of Kinnelon, and all parties in interest, and citizens. Hearing none, Mayor Freda brought it back to the dais, does anyone from the council wish to speak on this ordinance at this time.

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 follows:

Councilman V. Russo offered a motion to adopt the foregoing resolution. This motion was seconded by Councilman R. Charlies.

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

NEW BUSINESS:

A motion was offered by Councilman W. Yago and seconded by Councilman S. Mabey, the following motions and resolutions were offered for approval.

c. Resolution: 03.01.21 Promoting Sergeant David Crouthamel to Lieutenant in the Kinnelon Police Department

d. Resolution: 03.02.21 Promoting Sergeant Nicholas Cifelli to Lieutenant in the Kinnelon Police Department

e. Resolution: 03.03.21 Promoting Patrolman Sean Patalita to Sergeant in the Kinnelon Police Department

f. Resolution: 03.04.21 Promoting Patrolman Douglas Shortway to Sergeant in the Kinnelon Police Department

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

APPOINTMENT OF POLICE OFFICERS

Mayor J. Freda swore in Lieutenant Crouthamel and Lieutenant Cifelli with their families present.

Mayor J. Freda swore in Sergeant Patalita with his family present. Sergeant Shortway was sworn in, but unfortunately Sergeant Shortway and his family could not be present due to illness, and will be formally sworn in at April's Mayor and Council meeting.

March 18, 2021

RESOLUTION 3.01.2021

RESOLUTION PROMOTING SERGEANT
DAVID CROUTHAMEL TO LIEUTENANT IN THE
KINNELON BOROUGH POLICE DEPARTMENT

WHEREAS, upon the recommendation of the Chief of Police, Joseph Napoletano, the Mayor and Council are pleased to promote SERGEANT DAVID CROUTHAMEL to the position of Lieutenant in the Kinnelon Borough Police Department; and

WHEREAS, SERGEANT DAVID CROUTHAMEL has faithfully served the Borough of Kinnelon as a member of the Police Department since January 2, 2003.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Kinnelon, that SERGEANT DAVID CROUTHAMEL be and is hereby promoted to the rank of LIEUTENANT.

BE IT FURTHER RESOLVED, that this appointment shall be effective from March 18, 2021.

Dated: March 18, 2021

BY: _____

James J. Freda, Mayor

ATTEST:


Karen M. Iuele, RMC
Borough Clerk

CERTIFICATION

I, Karen M. Iuele, Kinnelon Borough Clerk, hereby certify that the foregoing is a true and complete copy of the Resolution which was adopted by the Mayor and Council of the Borough of Kinnelon at the Regular Meeting held on the 18th day of March 2021.

March 18, 2021

RESOLUTION 3.02.2021

RESOLUTION PROMOTING SERGEANT
NICHOLAS CIFELLI TO LIEUTENANT IN THE
KINNELON BOROUGH POLICE DEPARTMENT


WHEREAS, upon the recommendation of the Chief of Police, Joseph Napoletano, the Mayor and Council are pleased to promote SERGEANT NICHOLAS CIFELLI to the position of Lieutenant in the Kinnelon Borough Police Department; and

WHEREAS, SERGEANT NICHOLAS CIFELLI has faithfully served the Borough of Kinnelon as a member of the Police Department since December 15, 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Kinnelon, that SERGEANT NICHOLAS CIFELLI be and is hereby promoted to the rank of LIEUTENANT.

BE IT FURTHER RESOLVED, that this appointment shall be effective as of March 18, 2021.

Dated: March 18, 2021

BY: 
James J. Freda, Mayor

ATTEST:


Karen M. Luele, RMC
Borough Clerk

CERTIFICATION

I, Karen M. Luele, Kinnelon Borough Clerk, hereby certify that the foregoing is a true and complete copy of the Resolution which was adopted by the Mayor and Council of the Borough of Kinnelon at the Regular Meeting held on the 18th day of March 2021.

March 18, 2021

RESOLUTION 3.03.2021

RESOLUTION PROMOTING PATROLMAN
SEAN PATALITA TO SERGEANT IN THE
KINNELON BOROUGH POLICE DEPARTMENT

WHEREAS, upon the recommendation of the Chief of Police, Joseph Napoletano, the Mayor and Council are pleased to promote PATROLMAN SEAN PATALITA to the position of SERGEANT in the Kinnelon Borough Police Department; and

WHEREAS, PATROLMAN SEAN PATALITA has faithfully served the Borough of Kinnelon as a member of the Police Department since May 1, 2001.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Kinnelon, that PATROLMAN SEAN PATALITA be and is hereby promoted to the rank of SERGEANT.

BE IT FURTHER RESOLVED, that this appointment shall be effective as of March 18, 2021.

Dated: March 18, 2021

BY: _____


James J. Freda, Mayor

ATTEST:


Karen M. Iuele, RMC
Borough Clerk

CERTIFICATION

I, Karen M. Iuele, Kinnelon Borough Clerk, hereby certify that the foregoing is a true and complete copy of the Resolution which was adopted by the Mayor and Council of the Borough of Kinnelon at the Regular Meeting held on the 18th day of March 2021.

March 18, 2021

RESOLUTION 3.04.2021

RESOLUTION PROMOTING PATROLMAN
DOUGLAS SHORTWAY TO SERGEANT IN THE
KINNELON BOROUGH POLICE DEPARTMENT

WHEREAS, upon the recommendation of the Chief of Police, Joseph Napoletano, the Mayor and Council are pleased to promote PATROLMAN DOUGLAS SHORTWAY to the position of SERGEANT in the Kinnelon Borough Police Department; and

WHEREAS, PATROLMAN DOUGLAS SHORTWAY has faithfully served the Borough of Kinnelon as a member of the Police Department since January 01, 2014.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Kinnelon, that PATROLMAN DOUGLAS SHORTWAY be and is hereby promoted to the rank of SERGEANT.


BE IT FURTHER RESOLVED, that this appointment shall be effective as of March 18, 2021.

Dated: March 18, 2021

BY:


James J. Freda, Mayor

ATTEST:


Karen M. Iuele, RMC
Borough Clerk

CERTIFICATION

I, Karen M. Iuele, Kinnelon Borough Clerk, hereby certify that the foregoing is a true and complete copy of the Resolution which was adopted by the Mayor and Council of the Borough of Kinnelon at the Regular Meeting held on the 18th day of March 2021.

RESOLUTION NO. 03.12.21

**DESIGNATING BLOCK 57601, LOTS 101 AND 102
A CONDEMNATION REDEVELOPMENT AREA
WITHIN THE BOROUGH OF KINNELON**

WHEREAS, N.J.S.A. 40A:12-6 authorizes the governing body of any municipality, by resolution, to have its Planning Board conduct a preliminary investigation to determine whether any area of the municipality is a redevelopment area; and

WHEREAS, pursuant to Resolution No. 10.01.19, adopted by the Borough Council on October 10, 2019, the Planning Board of Kinneton Borough ("Planning Board") conducted an investigation to determine whether Block 57601, Lots 101 and 102 (the "Study Area") should be designated as a condemnation area in need of redevelopment and considered the redevelopment area study prepared by Jessica C. Caldwell, P.P., A.I.C.P. of J. Caldwell & Associates, entitled "Area in Need of Redevelopment Study" and dated September 2, 2020 (the "Study"); and

WHEREAS, the Planning Board conducted public hearings on November 5, 2020, January 7, 2021 and February 4, 2021, concerning the designation of the Study Area as a condemnation redevelopment area, and the meeting was open to the public and all members of the public had an opportunity to address questions and comments to the Planning Board; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-6, due notice of the public hearing was given to the property owners as mandated by the aforesaid statute and also notice was posted and published in accordance with the law; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-6, the Study included a map showing the boundaries of the Study Area being proposed as a condemnation redevelopment area and the location of the various parcels of property included therein.

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40A:12A-6 Investigation for determination as redevelopment area , public hearing, notice.

6. a. No area of a municipality shall be determined a redevelopment area unless the governing body of the municipality shall, by re- undertake a preliminary investigation to determine whether the proposed area is a redevelopment area according to the criteria set for 5). Such determination shall be made after public notice and public hearing as provided in subsection b. of this section. The governi conduct of the investigation and hearing to the planning board of the municipality. The resolution authorizing the planning board to state whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislati the use of eminent domain (hereinafter referred to as a "Non-Condemnation Redevelopment Area") or whether the redevelopment a municipality to use all those powers provided by the Legislature for use in a redevelopment area , including the power of eminent do "Condemnation Redevelopment Area").

b. (1) Before proceeding to a public hearing on the matter, the planning board shall prepare a map showing the boundaries of the pr of the various parcels of property included therein. There shall be appended to the map a statement setting forth the basis for the inv

(2) The planning board shall specify a date for and give notice of a hearing for the purpose of hearing persons who are interested i the delineated area is a redevelopment area .

(3) (a) The hearing notice shall set forth the general boundaries of the area to be investigated and state that a map has been prepare municipal clerk.

(b) If the governing body resolution assigning the investigation to the planning board, pursuant to subsection a. of this section, sta establish a Non-Condemnation Redevelopment Area , the notice of the hearing shall specifically state that a redevelopment area dete to exercise the power of eminent domain to acquire any property in the delineated area .

(c) If the resolution assigning the investigation to the planning board, pursuant to subsection a. of this section, stated that the rede Condemnation Redevelopment Area , the notice of the hearing shall specifically state that a redevelopment area determination shall e power of eminent domain to acquire property in the delineated area .

40A:12A-6 Investigation for determination as redevelopment area , public hearing, notice.

6. a. No area of a municipality shall be determined a redevelopment area unless the governing body of the municipality shall, by resolution, authorize the planning board to undertake a preliminary investigation to determine whether the proposed area is a redevelopment area according to the criteria set forth in section 5 of P.L.1992, c.79 (C.40A:12A-5). Such determination shall be made after public notice and public hearing as provided in subsection b. of this section. The governing body of a municipality shall assign the conduct of the investigation and hearing to the planning board of the municipality. **The resolution authorizing the planning board to undertake a preliminary investigation shall state whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area other than the use of eminent domain (hereinafter referred to as a "Non-Condensation Redevelopment Area") or whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area , including the power of eminent domain (hereinafter referred to as a "Condensation Redevelopment Area").**

b. (1) Before proceeding to a public hearing on the matter, the planning board shall prepare a map showing the boundaries of the proposed redevelopment area and the location of the various parcels of property included therein. There shall be appended to the map a statement setting forth the basis for the investigation.

(2) The planning board shall specify a date for and give notice of a hearing for the purpose of hearing persons who are interested in or would be affected by a determination that the delineated area is a redevelopment area .

(3) (a) The hearing notice shall set forth the general boundaries of the area to be investigated and state that a map has been prepared and can be inspected at the office of the municipal clerk.

(b) If the governing body resolution assigning the investigation to the planning board, pursuant to subsection a. of this section, stated that the redevelopment determination shall establish a Non-Condensation Redevelopment Area , the notice of the hearing shall specifically state that a redevelopment area determination shall not authorize the municipality to exercise the power of eminent domain to acquire any property in the delineated area .

(c) If the resolution assigning the investigation to the planning board, pursuant to subsection a. of this section, stated that the redevelopment determination shall establish a Condemnation Redevelopment Area, the notice of the hearing shall specifically state that a redevelopment area determination shall authorize the municipality to exercise the power of eminent domain to acquire property in the delineated area.

(d) A copy of the notice shall be published in a newspaper of general circulation in the municipality once each week for two consecutive weeks, and the last publication shall be not less than ten days prior to the date set for the hearing. A copy of the notice shall be mailed at least ten days prior to the date set for the hearing to the last owner, if any, of each parcel of property within the area according to the assessment records of the municipality. A notice shall also be sent to all persons at their last known address, if any, whose names are noted on the assessment records as claimants of an interest in any such parcel. The assessor of the municipality shall make a notation upon the records when requested to do so by any person claiming to have an interest in any parcel of property in the municipality. The notice shall be published and mailed by the municipal clerk, or by such clerk or official as the planning board shall otherwise designate. Failure to mail any such notice shall not invalidate the investigation or determination thereon.

(4) At the hearing, which may be adjourned from time to time, the planning board shall hear all persons who are interested in or would be affected by a determination that the delineated area is a redevelopment area. All objections to such a determination and evidence in support of those objections, given orally or in writing, shall be received and considered and made part of the public record.

(5) (a) After completing its hearing on this matter, the planning board shall recommend that the delineated area, or any part thereof, be determined, or not be determined, by the municipal governing body to be a redevelopment area.

(b) After receiving the recommendation of the planning board, the municipal governing body may adopt a resolution determining that the delineated area, or any part thereof, is a redevelopment area.

(c) Upon the adoption of a resolution, the clerk of the municipality shall, forthwith, transmit a copy of the resolution to the Commissioner of Community Affairs for review. If the area in need of redevelopment is not situated in an area in which development or redevelopment is to be encouraged pursuant to any State law or regulation promulgated pursuant thereto, the determination shall not take effect without first receiving the review and the approval of the commissioner. If the

commissioner does not issue an approval or disapproval within 30 calendar days of transmittal by the clerk, the determination shall be deemed to be approved. If the area in need of redevelopment is situated in an area in which development or redevelopment is to be encouraged pursuant to any State law or regulation promulgated pursuant thereto, then the determination shall take effect after the clerk has transmitted a copy of the resolution to the commissioner. The determination, if supported by substantial evidence and, if required, approved by the commissioner, shall be binding and conclusive upon all persons affected by the determination.

(d) Notice of the determination shall be served, within 10 days after the determination, upon all record owners of property located within the delineated area, those whose names are listed on the tax assessor's records, and upon each person who filed a written objection thereto and stated, in or upon the written submission, an address to which notice of determination may be sent.

(e) If the governing body resolution assigning the investigation to the planning board, pursuant to subsection a. of this section, stated that the redevelopment determination shall establish a Condemnation Redevelopment Area, the notice of the determination required pursuant to subparagraph (d) of this paragraph shall indicate that:

(i) the determination operates as a finding of public purpose and authorizes the municipality to exercise the power of eminent domain to acquire property in the redevelopment area, and

(ii) legal action to challenge the determination must be commenced within 45 days of receipt of notice and that failure to do so shall preclude an owner from later raising such challenge.

(f) No municipality or redevelopment entity shall exercise the power of eminent domain to acquire property for redevelopment purposes within a Non-Condemnation Redevelopment Area.

(g) **If a municipal governing body has determined an area to be a Non-Condemnation Redevelopment Area and is unable to acquire property that is necessary for the redevelopment project, the municipality may initiate and follow the process set forth in this section to determine whether the area or property is a Condemnation Redevelopment Area. Such determination shall be based upon the then-existing conditions and not based upon the condition of the area or property at the time of the prior Non-Condemnation Redevelopment Area determination.**

(h) A property owner who has received notice pursuant to this section who does not file a legal challenge to the redevelopment determination affecting his or her property within 45 days of receipt of such notice shall thereafter be barred from filing such a challenge and, in the case of a Condemnation Redevelopment Area and upon compliance with the notice provisions of subparagraph (e) of this paragraph, shall further be barred from asserting a challenge to the redevelopment determination as a defense in any condemnation proceeding to acquire the property unless the municipality and the property owner agree otherwise.

(6) The municipality shall, for 45 days next following its determination, take no further action to acquire any property by condemnation within the redevelopment area .

(7) If any person shall, within 45 days after the adoption by the municipality of the determination, apply to the Superior Court, the court may grant further review of the determination by procedure in lieu of prerogative writ; and in any such action the court may make any incidental order that it deems proper.

c. An area determined to be in need of redevelopment pursuant to this section shall be deemed to be a "blighted area" for the purposes of Article VIII, Section III, paragraph 1 of the Constitution. If an area is determined to be a redevelopment area and a redevelopment plan is adopted for that area in accordance with the provisions of this act, the municipality is authorized to utilize all those powers provided in section 8 of P.L.1992, c.79 (C.40A:12A-8), except that a municipality may not acquire any land or building by condemnation pursuant to subsection c. of that section unless the land or building is located within (1) an area that was determined to be in need of redevelopment prior to the effective date of P.L.2013, c.159, or (2) a Condemnation Redevelopment Area for which the municipality has complied with the provisions of subparagraph (e) of paragraph (5) of subsection b. of this section.

L.1992, c.79, s.6; amended 2003, c.125, s.4; 2013, c.159, s.2.



December 13, 2018

Mary-Esther Arther
c/o Catherine Arther Fredericksen,

Re: Lead Mine Hill Road, Borough of Kinnelon
Morris County, New Jersey
Block 57601, Lot 101

Dear Ms. Arther and Ms. Fredericksen:

Please accept this non-binding Letter of Intent (the "LOI") from Capodagli Property Company, LLC (the "Buyer") containing its offer to purchase **Lead Mine Hill Road, Borough of Kinnelon**, Morris County, New Jersey (the "Property") from the Estate of Richard O. Arther (the "Seller").

Set forth below are the terms and conditions for which the Buyer offers to purchase the Property. If and when this LOI is executed by the Seller, the following provisions shall form the basis of a formal purchase and sale contract (the "Contract" or "Contract of Sale") between the parties:

Real Property: The real property, which will be the subject of said Contract of Sale, is formally known as Block 57601, Lot 101 in the Borough of Kinnelon, County of Morris, State of New Jersey, consisting of approximately 2.26 acres, along with any other property owned by Seller in the immediate vicinity.

Purchase Price: The Buyer shall purchase the Property for a total amount of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00).

Financial Terms: The Buyer shall provide an initial deposit in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) to be held in a non-interest bearing escrow account by the Seller's attorney. There shall be no mortgage or financing contingency. The Buyer shall receive a credit against the Purchase Price at the time of closing for the deposit monies specified herein. At the closing, Buyer shall pay to Seller the balance of the Purchase Price by certified check or trust account check or wire transfer of immediately available funds.

Transfer of Documents: Within five (5) days from the date a formal Contract of Sale is fully executed, Seller shall provide or cause to be provided any and all documentation in its possession that relates to the potential development of the Property. Said documents shall include, but not necessarily be limited to, surveys, engineering studies, environmental studies and assessments, zoning resolutions and the like, as well as use variances and leases, if any.

Due Diligence Period: The Buyer shall have ninety (90) days from the date that the transfer of documents occurs in accordance with the preceding paragraph to inspect, examine, test and investigate the Property, or cause to be inspected, examined, tested and investigated by Buyer's professionals, consultants, experts and the like, to Buyer's full satisfaction, any and all aspects of the Property and the uses thereof, as Buyer deems, in its sole and absolute discretion, appropriate, relevant or necessary including but not necessarily limited to, environmental, engineering, land use and economic/financing issues. The cost of such inspections shall be the sole obligation of Buyer.

The Due Diligence Period shall be extended on a day-to-day basis in the event of a delay by Seller in providing the Due Diligence Materials within such five (5) day period. A list of the Due Diligence Materials will be provided by Seller at the time of delivery of the Due Diligence documents and the parties will confirm and acknowledge their agreement to the list by confirmation certification executed by both parties upon transfer. However, the requirement that Seller provide to Buyer such documentation is continuing and ongoing, such that any relevant material that becomes known to Seller or Seller's agents or representatives at any time after the Effective Date, shall automatically extend the due diligence contingency and be immediately provided to Purchaser for inspection, examination and investigation

If the results of the due diligence inspection of the Property are unsatisfactory to Buyer, as Buyer may determine in its sole discretion, Buyer may, by written notice to Seller to be given on or before the fifth (5th) business day following the expiration of the Due Diligence Period, terminate the said Contract whereupon all rights, obligations and liabilities of the parties hereunder shall become null and void. All deposit monies and interest earned thereon, if any, shall be returned to the Buyer in such an event.

During this Due Diligence Period, Buyer shall have the right, with Seller's cooperation, to proceed with the preparation of a land use plan for the Property and to enter upon the Property with its professionals as referred to above in the Due Diligence clause.

Closing Date: The closing of title shall occur on a date no later than forty-five (45) days after Buyer has received all final, unappealable (i.e., any applicable appeal period has expired without an appeal having been filed) approvals along with municipal land use permits satisfactory for the development and construction of a mixed use development consisting of a no less than seventy-five (75) market rate, non-age restricted units and seventy-five (75) age restricted units with any ancillary, accessory and/or auxiliary components or uses including parking necessary to accommodate the Development on Block 57601, Lot 102. The Development approvals to be obtained by the Buyer shall include, but not necessarily be limited to, any approvals, permits, licenses or consents from any municipal, state, county or federal governmental or quasi-governmental authority pursuant to all environmental, zoning, subdivision, site plan and other land use statutes, laws, rules or regulations which may be required for Buyer to construct the Development at the Property. Approvals shall further include the formal designation of the Property by the Borough of Kinnelon as an area in need of redevelopment; the appointment of the Purchaser as the designated developer pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq*; approval from the municipality of a Long-Term Tax Exemption pursuant to *N.J.S.A. 40A:20-1 et seq*, from the Municipality for a thirty (30) year period providing for payment of 10% for the first 15 years, with terms satisfactory to Buyer. Approvals shall also include an unrestricted Response Action Outcome ("RAO") Letter, or its equivalent, from the NJ DEP allowing for the unrestricted residential development of the Property, pursuant to the standards set forth in *N.J.A.C. 7:26D* and *N.J.S.A. 58:10B-12a*, if necessary. Seller shall be responsible for obtaining such RAO Letter or its equivalent; and update same through date of closing. To the extent applicable, Seller shall be responsible to deliver the property vacant, free and clear of all tenancies, occupants, liens and/or encumbrances, empty of people and chattels and debris; removal of any and all storage tanks upon, underground or within the building(s), if applicable; the registration, operation, design, construction and installation, permitting, release reporting and investigation, remediation, and closure of underground storage tanks and underground storage tank systems in accordance with *N.J.A.C. 7:14B*; the decommissioning of well(s) in accordance with *N.J.A.C. 7:9D*.

Lead Mine Hill Road, Borough of Kinnelon

12/13/2018

Governmental Approvals: The Buyer and/or Seller shall have twelve (12) months from the expiration of the Due Diligence Period within which to obtain all Approvals (the "Approval Period") deemed necessary and required to complete the development. The Buyer and Seller agree to the automatic extension of the Approval Period if either party is diligently pursuing the Approvals and/or an application for same is pending resolution.

Conditions Precedent to Closing: The following are conditions precedent to Buyer's obligations to purchase the Property: (i) Receipt of all final, unappealable (i.e., any applicable appeal period has expired without an appeal having been filed) along with municipal land use permits, satisfactory to the Buyer necessary to develop and construct a mixed use development consisting of a no less than less than seventy-five (75) market rate, non-age restricted units and seventy-five (75) age restricted units with any ancillary, accessory and/or auxiliary components or uses including parking necessary to accommodate the Development on Block 57601, Lot 102. (ii) The Development approvals to be obtained by the Buyer shall include, but not necessarily be limited to, any approvals, permits, licenses or consents from any municipal, state, county or federal governmental or quasi-governmental authority pursuant to all environmental, zoning, subdivision, site plan and other land use statutes, laws, rules or regulations which may be required for Buyer to construct the Development at the Property; (iii) the formal designation of the Property by the Borough of Kinnelon as an area in need of redevelopment; the appointment of the Purchaser as the designated developer pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq*; approval from the municipality of a Long-Term Tax Exemption pursuant to *N.J.S.A. 40A:20-1 et seq*, from the Municipality for a thirty (30) year period providing for payment of 10% for the first 15 years, with terms satisfactory to Buyer; (iv) Seller delivering to Purchaser an unrestricted Response Action Outcome ("RAO") Letter, or its equivalent, from the NJ DEP allowing for the unrestricted residential development of the Property, pursuant to the standards set forth in *N.J.A.C. 7:26D* and *N.J.S.A. 58:10B-12a*, if necessary, and update same through date of closing; (iv) to the extent applicable, property is vacant, free and clear of all tenancies, occupants, liens and/or encumbrances, empty of people and chattels and debris; removal of any and all storage tanks upon, underground or within the building(s), if applicable; the registration, operation, design, construction and installation, permitting, release reporting and investigation, remediation, and closure of underground storage tanks and underground storage tank systems in accordance with *N.J.A.C. 7:14B*; the decommissioning of well(s) in accordance with *N.J.A.C. 7:9D*; (v) Buyer's receipt of confirmation from the appropriate municipal, state, county or federal governmental or quasi-governmental authority concerning availability of and access to utilities (i.e. sewer, water, gas, etc.); and (vi) Buyer's completion of assemblage of the adjacent property identified as Block 57601, Lot 102.

Buyer retains the right to waive any and all of the Conditions set forth above.

Title: Title and survey of the said premises to be acceptable to Buyer at its sole cost and expense. Seller agrees to deliver title which is good, marketable and insurable, with title valid of record.

Seller's Consent: Seller agrees to execute contemporaneously with the Contract and at any time thereafter any necessary consents to allow the Buyer to prosecute applications for local, state and/or federal approvals.

Broker: Buyer and Seller agree that the only Real Estate Brokers is Ryno Marketing, Inc., a licensed New Jersey real estate brokerage company represented by Craig Ryno who shall be paid a commission of five (5%) percent of the Contract Price by Seller at closing.

March 18, 2021

Lead Mine Hill Road, Borough of Kinnelon

12/13/2018

The purpose of this non-binding Letter of Intent is to set forth the key provisions under which the Buyer makes an offer to purchase the said real property. The parties recognize and understand that a formal Contract of Sale is intended to be drafted and executed within a reasonable amount of time after this Letter of Intent is fully executed. By executing this Letter of Intent, the parties shall be obligated to negotiate in good faith. The terms contained herein shall not be binding until a formal written Contract of Sale is negotiated and executed by all parties.

Should the provisions outlined herein be acceptable, please sign and return one (1) copy of this letter to my attention. Upon receipt, a Contract of Sale shall be prepared and forwarded to the Seller's counsel for his/her review within five (5) days of receipt.

After acceptance of this Letter of Intent, Seller shall not negotiate or commit to sell, lease, or otherwise transfer any portion of the Property, and Buyer and Seller shall proceed, in good faith, to negotiate and prepare the Transaction Documents. The provisions of this paragraph shall expire 45 days after the date Seller executes this Agreement.

Very truly yours,

CAPODAGLI PROPERTY COMPANY, LLC
/S/ George M. Capodagli
George M. Capodagli
Managing Member

Agreed and Accepted

By: _____

**MINUTES OF WORKSHOP MEETING
KINNELON BOROUGH MAYOR & COUNCIL
September 12, 2019**

Meeting began at 7:00 pm in room 211 of the Kinnelon Municipal Building.

Open Public Meeting Act was read by Borough Clerk.

Roll Call: Councilman William Yago, Councilman Robert Roy, Councilman Glenn Sisco, Councilman Vincent Russo, Councilman Randall Charles, Councilman James Lorkowski

CENSUS PRESENTATION – Thomas Gillis gave a presentation on the 2020 Census

REDEVELOPMENT STUDY Mr. Evan Swalling gave a presentation for the redevelopment study on a piece of property off of Lead Mine Road.

The Mayor and Council stated that they would have to set up an Escrow Account with the Borough for the payment of the bills.

The Mayor and Council gave their approval for the Borough Attorney to create a Resolution approving the redevelopment study for the next Mayor and Council Meeting.

ATTORNEY REPORT:

- Edward Buzak spoke on the Lake Reality Loan for the Dam

MAYOR REPORT:

- Spoke on the sewerage usage for the School system
- Highlands would like us to reduce water usage by 58%
- Fireworks for the Home Coming game

COUNCIL COMMITTEE REPORTS:

FINANCE, PERSONNEL, PUBLIC SAFETY – Councilman William Yago

- Congratulate new Reverend for St David's Episcopal Church
- Working on Police Contract
- Email issues

PUBLIC WORKS – Councilman Robert Roy

- Spoke on the Museum Bid

ORDINANCES & Open Space- Councilman Glenn Sisco

- Ordinance in the making
- Joint Environmental and Open Space meeting

COORDINATING - Councilman Vincent Russo

- Board of Adjustment 1 application
- Historical project – oral History of Kinnelon
- Museum applying for grants, will not cost the borough
- No vaping or smoking on doors

UTILITIES, TECHNOLOGY – Councilman Randal Charles

- Utility nothing going on
- Technology going well

BOROUGH OF KINNELON
AGENDA
September 19, 2019 8:00 p.m.

March 18, 2021

1. CALL TO ORDER:
2. MOMENT OF SILENCE IN HONOR OF OUR TROOPS, POLICE and FIRST RESPONDERS:
3. SALUTE TO THE FLAG:
4. SUNSHINE NOTICE:
5. ROLL CALL: W. Yago, R. Roy, G. Sisco, V. Russo, R. Charles, J. Lorkowski
6. GUEST: Pastor Chuck Corradino of the Church of Nazarene
7. TREASURER'S REPORT: September 19, 2019
8. MAYOR'S REPORT:
9. COUNCIL COMMITTEE REPORTS:
 - FINANCE, PERSONNEL, PUBLIC SAFETY – W. YAGO
 - PUBLIC WORKS – R. ROY
 - ORDINANCE, OPEN SPACE – G. SISCO
 - COORDINATING – V. RUSSO
 - UTILITIES, TECHNOLOGY – R. CHARLES
 - RECREATION – J. LORKOWSKI
10. HEARING FROM THE PUBLIC:
11. PAYMENT OF BILLS: September 19, 2019
12. CONSENT AGENDA:
 - a. Resolution: 09.01.19 Authorize Family Medical Leave Act-Corrine Dapuzzo-July 31, 2019 thru July 30, 2020
 - b. Resolution: 09.02.19 Tax Overpayment-Corelogic-Block 56301 Lot 116-11 Misty Ridge Circle-\$3,757.20
 - c. Resolution: 09.03.19 Tax Overpayment-tern-Block 56201 Lot 102-Bent Tree Lane-\$7,200.72
 - d. Resolution: 09.04.19 Provide Court Administrator Services-As Needed Temporary Basis
 - e. Resolution: 09.05.19 Overpayment Water Bill-Freeman-71 Garden Place-\$498.93
 - f. Resolution: 09.06.19 Overpayment of 2019 Final Water Bill – 47 Monarch Way
 - g. Resolution: 09.07.19 Authorization of a Temporary Deputy Borough Clerk, October 30, 31 and November 1, 2019
 - h. Approval of Minutes: July 11, 2019, August 15, 2019
13. OLD BUSINESS:
14. NEW BUSINESS:
 - a. Resolution: 09.08.19 Authorizing and Directing the Borough of Kinnelon Planning Board to Conduct a Preliminary Investigation to Determine Whether the Proposed Study Area, Consisting of Block 57601 Lot 101 and 102, Qualify As An Area in Need of [Non-Condemnation] [Condemnation] Redevelopment Pursuant to N.J.S.A 40A:12A-1, et seq. (PLACE ON HOLD ON TILL OCTOBER 2019 MEETING)
15. TAX COLLECTORS REPORT and INVESTMENT OFFICER'S REPORT:
16. DISTRICT SCHOOL PAYMENT: \$3,126,301.25
17. RESIGNATION: Ralph M. Fava, Jr. – Kinnelon Court Prosecutor
Dana M. D'Angelo – Public Defender
Tony Johnson - Recreation
18. APPOINTMENTS: David A. Amadio -Public Defender
19. ADJOURNMENT:

*

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

NEW BUSINESS:

Resolution 09.08.19 Authorizing and Directing the Borough of Kinnelon Planning Board to Conduct a Preliminary Investigation to Determine Whether the Proposed Study Area, Consisting of Block 57601 Lot 101 and 102, Qualify as an Area in Need of [Non-Condernation] [Condernation] Redevelopment Pursuant to N.J.S.A. 40A: 12A-1, et seq.

The Council wished to table this Resolution and discuss it further at the October Work Session

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

TAX COLLECTOR'S REPORT

During the month of August 2019, the Tax Collector's Report indicated we collected \$12,308,193.32 in taxes.

APPOINTMENTS:

Upon motion of Councilman V. Russo, and seconded by Councilman J. Lorkowski, followed by the "yes" roll call vote of all Council Members present, the appointment of David A. Amadio as Kinnelon; Public Defender was approved.

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

RESIGNATION:

Upon motion by Councilman G. Sisco and seconded by Councilman R. Roy, followed by the "yes" roll call vote of all Council Members present, Tony Johnson, Recreation Committee, was accepted with the council's deep regrets.

Upon motion by Councilman G. Sisco and seconded by Councilman R. Roy, followed by the "yes" roll call vote of all Council Members present, Dana M. D'Angelo, Kinnelon Public Defender, was accepted with the council's deep regrets.

Upon motion by Councilman G. Sisco and seconded by Councilman R. Roy, followed by the "yes" roll call vote of all Council Members present, Ralph M. Fava, Jr., Kinnelon Court Prosecutor, was accepted with the council's deep regrets.

BOROUGH OF KINNELON
WORK SHOP SESSION AGENDA
October 10, 2019 – 7:00 p.m.

March 18, 2021

1. MEETING TO ORDER:
2. OPEN PUBLIC MEETINGS ACT STATEMENT:
3. ROLL CALL: Councilpersons W. Yago, R. Roy, G. Sisco, V. Russo, R. Charles and J. Lorkowski
4. FIRE DISTRICT:
5. EDWARK BUZAK - ATTORNEY REPORT:
6. MAYOR'S REPORT: -
7. COUNCIL COMMITTEE REPORTS:
FINANCE, PERSONNEL, PUBLIC SAFETY – W. YAGO
PUBLIC WORKS – R. ROY
ORDINANCE, OPEN SPACE – G. SISCO
COORDINATING – V. RUSSO
UTILITIES, TECHNOLOGY – R. CHARLES
RECREATION – J. LORKOWSKI
8. CLERKS REPORT: Approve Recycling Flyer
9. HEARING FROM THE PUBLIC:
10. PAYMENT OF BILLS – October 17, 2019
11. CONSENT AGENDA:
 - a. Resolution: Authorizing and Directing the Borough of Kinnelon Planning Board to Conduct a Preliminary Investigation to Determine Whether the Proposed Study Area, Consisting of Block 57601 Lot 101 and 102, Qualify as an Area in Need of [Non-Condemnation] [Condemnation] Redevelopment Pursuant to N.J.S.A 40A:12A-1, et seq.
 - b. Resolution: Award of Contract to Paragon – L'Ecole Kinnelon Museum
 - c. Resolution: Tax Sale Certificate No. 18-00004 – Block 34701 Lot 106-15 Ridge Trail-\$27,652.21
 - d. Resolution: 2019 Salary Resolution
 - e. Resolution: Tax Appeal Grewal – Block 22601 Lot 103 – 16 Reagan Way
 - f. Resolution: Overpayment of Taxes-7 Forestdale Road - \$3,025.62
 - g. Approval of Minutes: September 12, 2019, September 19, 2019
12. PAYMENT OF SCHOOL TAX - \$3,143,336.42
13. OLD BUSINESS:
14. NEW BUSINESS:
15. APPOINTMENT: KAMELOT – John Ferreri
ALTERNATE DEPUTY REGISTRAR – Jennifer Stillman
16. CLOSED SESSION: Personnel
17. ADJOURNMENT:

PAYMENT OF BILLS

- Mayor Freda asked if anyone had any question on the bills list

CONSENT AGENDA:

- A. Resolution: Authorizing and Directing the Borough of Kinnelon Planning Board to Conduct a Preliminary Investigation to Determine Whether the Proposed Study Area, Consisting of Block 57601 Lot 101 and 102, Qualify as an Area in Need of [Non-Condemnation] [Condemnation] Redevelopment Pursuant to N.J.S.A 40A:12A-1, et seq.
- b. Resolution: Award of Contract to Paragon – L'Ecole Kinnelon Museum
- c. Resolution: Tax Sale Certificate No. 18-00004 – Block 34701 Lot 106-15 Ridge Trail- \$27,652.21
- d. Resolution: 2019 Salary Resolution
- e. Resolution: Tax Appeal Grewal – Block 22601 Lot 103 – 16 Reagan Way
- f. Resolution: Overpayment of Taxes-7 Forestdale Road - \$3,025.62
- g . Approval of Minutes: September 12, 2019, September 19, 2019
-

PAYMENT OF SCHOOL TAXES:

- \$3,143,336.42

BUSINESS:

- None

NEW BUSINESS:

- None

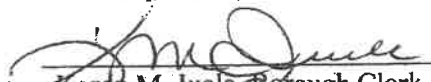
RESIGNATION:

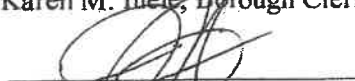
- Richard Paul – Recreation Committee

ADJOURNMENT

This meeting adjourned at approximately 10:30 p.m., on a motion by Councilman W. Yago and seconded by Councilman Glenn Sisco with the unanimous affirmative voice vote of all present.

Respectfully submitted,


Karen M. Luele, Borough Clerk


James J. Freda, Mayor

BOROUGH OF KINNELON
AGENDA
October 17, 2019 8:00 p.m.

March 18, 2021

1. CALL TO ORDER:
2. MOMENT OF SILENCE IN HONOR OF OUR TROOPS, POLICE and FIRST RESPONDERS:
3. SALUTE TO THE FLAG:
4. SUNSHINE NOTICE:
5. ROLL CALL: W. Yago, R. Roy, G. Sisco, V. Russo, R. Charles, J. Lorkowski
6. TREASURER'S REPORT: October 17, 2019
7. MAYOR'S REPORT:
8. COUNCIL COMMITTEE REPORTS:
 - FINANCE, PERSONNEL, PUBLIC SAFETY – W. YAGO
 - PUBLIC WORKS – R. ROY
 - ORDINANCE, OPEN SPACE – G. SISCO
 - COORDINATING – V. RUSSO
 - UTILITIES, TECHNOLOGY – R. CHARLES
 - RECREATION – J. LORKOWSKI
9. HEARING FROM THE PUBLIC:
10. PAYMENT OF BILLS: October 17, 2019
11. CONSENT AGENDA:
 - a. Resolution: 10.01.19 Authorizing and Directing the Borough of Kinnelon Planning Board to Conduct a Preliminary Investigation to Determine Whether the Proposed Study Area, Consisting of Block 57601 Lot 101 and 102, Qualify As An Area in Need of Condemnation Redevelopment Pursuant to N.J.S.A 40A:12A-1, et seq. (Memorialized October 10, 2019)
 - b. Resolution: 10.02.19 Award of Contract to Paragon-L'Ecole Kinnelon Museum
 - c. Resolution: 10.03.19 Tax Sale Certificate No. 18-00004-Block 34701 Lot 106-15 Ridge Trail-\$27,652.21
 - d. Resolution: 10.04.19 2019 Kinnelon Borough Employee Salary Resolution
 - e. Resolution: 10.05.19 Tax Appeal-Grewao-Block 22601 Lot 103-16 Reagan Way
 - f. Resolution: 10.06.19 Overpayment of Taxes-7 Forestdale Road- \$3,025.62
 - g. Approval of Minutes: September 12, 2019, September 19, 2019
12. OLD BUSINESS:
13. NEW BUSINESS:
14. TAX COLLECTORS REPORT and INVESTMENT OFFICER'S REPORT:
15. DISTRICT SCHOOL PAYMENT: \$3,126,301.25
16. APPOINTMENTS: Kamelot – John Ferreri
Alternate Deputy Registrar- Jennifer Stillman
Kinnelon Recreation Committee - Greg Branceleone, Evan Swalling, Armando Manna
17. RESIGNATION: Richard Paul – Recreation Committee
- ADJOURNMENT:

MEETING TO ORDER.

The regular meeting of the Kinnelon Borough Governing Body was called to order by Mayor James J. Freda at 8:00 p.m., on Thursday, October 17, 2019 in the Kinnelon Municipal Building.

There was a Salute to the Flag, after which the Borough Clerk Karen M. Iuele stated this meeting is being held pursuant to the New Jersey Open Public Meeting Act. Adequate notice of this meeting was given by advertising in the January 6, 2019 edition of the Trends and was provided to the Star Ledger, Daily Record and the North Jersey Herald News. Adequate notice was also posted on the Municipal Building Bulletin Board, filed with the Borough Clerk and provided to those persons or entities requesting notification.

ROLL CALL:

The roll was called and present and answering were Councilpersons W. Yago, Robert Roy, Glenn Sisco, Vincent Russo, Randall Charles and James Lorkowski.

TREASURER'S REPORT:

The Treasurer's Report for October 17, 2019, indicated we started out with cash on hand as of August 31, 2019, in the amount of \$7,695,803.54. Receipts for the month of September 2019 totaled \$769,360.37, with disbursements amounting to \$4,639,773.40. The balance on hand as of September 30, 2019 was \$3,825,390.51.

Upon motion by Councilman R. Roy and seconded by Councilman V. Russo, with the affirmative voice vote of all council members present, the Treasurer's Report was accepted as read.

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

HEARING FROM THE PUBLIC:

Mayor Freda asked if anyone from the public wished to be heard, to please step forward.

Robert Flynn Jersey Central Power & Light, Regional External Affairs Consultant introduced himself and would be covering Kinnelon.

Len Domino spoke on the Sober House and how concern he and the neighbors were that they were not informed that this was moving in. They are concerned for the children that live in the neighborhood. They would like to know who allowed this and how they can have it removed.

Mayor Freda as if anyone else would like to speak, hearing none, Mayor Freda closed this portion of the meeting.

PAYMENT OF BILLS AS SUBMITTED BY THE TREASURER

A motion was offered by Councilman G. Sisco and seconded by Councilman V. Russo for the payment of bills dated October 17, 2019.

*
*
*

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

TAX COLLECTOR'S REPORT

During the month of September 2019, the Tax Collector's Report indicated we collected \$387,947.37 in taxes.

APPOINTMENTS:

Upon motion of Councilman V. Russo, and seconded by Councilman J. Lorkowski, followed by the "yes" roll call vote of all Council Members present, the appointment of John Ferreri to KAMELOT was approved.

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

Upon motion of Councilman V. Russo, and seconded by Councilman J. Lorkowski, followed by the "yes" roll call vote of all Council Members present, the appointment of Jennifer Stillman as the Alternate Deputy Registrar was approved.

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

Upon motion of Councilman V. Russo, and seconded by Councilman J. Lorkowski, followed by the "yes" roll call vote of all Council Members present, the appointment of Greg Branceleone to the Kinnelon Recreation Committee was approved.

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

Upon motion of Councilman V. Russo, and seconded by Councilman J. Lorkowski, followed by the "yes" roll call vote of all Council Members present, the appointment of Evan Swalling to the Kinnelon Recreation Committee was approved.

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

March 18, 2021

October 17, 2019

Upon motion of Councilman V. Russo, and seconded by Councilman J. Lorkowski, followed by the "yes" roll call vote of all Council Members present, the appointment of Armando Manna to the Kinnelon Recreation Committee was approved.

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

RESIGNATION:

Upon motion by Councilman G. Sisco and seconded by Councilman R. Roy, followed by the "yes" roll call vote of all Council Members present, Richard Paul of the Recreation Committee, was accepted with the council's deep regrets.

ADJOURNMENT

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

Respectfully submitted,

Karen M. Iuele, RMC
Borough Clerk

James J. Freda, Mayor

cc: Mayor Public Works Auditor
All Councilmen Attorney
Police Dept. Engineer

KINNELON PLANNING BOARD

AGENDA

March 4, 2021

1. Meeting to Order: **Reading of Open Public Meetings Act Statement**
2. Roll Call: **Mayor Freda __ Councilman Yago __ Mr. Savino __**
Mrs. Hanks __ Mrs. Smialek __ Mr. Schwartz __ Mrs. Roselius __ Mr. Lockwood __
3. Approval of the minutes: **February 4, 2021**
4. Reports of:
 - Planning Board Officers
 - Board of Adjustment, Environmental Commission, Open Space Advisory Committee and Council Liaison members
 - Planning Board Committees
5. Resolutions to be acted on: **Area in Need of Redevelopment Investigation and Recommendation**
6. Continuation of Application:
7. New Application:
8. Old Business: **63 Voorhis Road, Request for an Extension**
9. New Business:
10. Public Portion:
11. Correspondence:
12. Announcement of Dates/Meetings/Hearings if appropriate: **April 1, 2021**
13. Approval of Bills: **Smoke Rise Community Church, Darmofalski Engineer (\$1,125.00 Escrow)**
14. Adjournment:

Richard O. Arther to Meridia Kinnelon, LLC
Lead Mine Hill Road, Kinnelon, NJ (Block 27601, Lot 102)

AGREEMENT OF SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT OF SALE AND PURCHASE OF REAL ESTATE is made this ___ Day of _____, 20__ (the "***Effective Date***") by and among, _____, **Executor of the Estate of Richard O. Arther**, having an address at _____, _____ (the "***Seller***") and **Meridia Kinnelon, LLC**, a New Jersey limited liability company, having an address 201 South Wood Ave., Linden, New Jersey 07036 (the "***Purchaser***" or "***Buyer***").

1. Agreement. For the consideration hereinafter set forth, but subject to the terms, provisions, covenants, and conditions herein contained, Seller agrees to sell and to convey, and Purchaser agrees to purchase and to pay for the following assets.

1.1 Real Property. The real property commonly known as Lead Mine Hill Road, Borough of Kinnelon, New Jersey (Block 57601, Lot 101) (the "***Real Property***" or "***Property***").

2. Purchase Price.

2.1 The purchase price to be paid by Purchaser to Seller for Seller's interest in the Property is Five Hundred Fifty Thousand and 00/100 (\$550,000.00) Dollars (the "***Purchase Price***"), and which shall be paid as follows:

2.1.1 Within five (5) business days after the Effective Date, Purchaser shall deliver a check in the amount of Twenty Five Thousand and 00/100 Dollars (\$50,000.00) Dollars (the "***Deposit***") to be deposited and held in Seller's attorney's trust account until Closing of Title.

2.1.2 The balance of the Purchase Price at the Closing (hereinafter defined) by good bank, attorney, cashier's or certified check payable to Seller's order or, by wire transfer of federal funds.

3. Purchaser's Study and Approval Period.

3.1 Sellers Delivery of Due Diligence Materials. Within five (5) days of the Effective Date, Seller shall provide or cause to be provided to Purchaser true and complete copies of all documentation to the extent in Seller's possession or control which relate to the potential ownership and development of the Property. Said documents shall include, but not necessarily be limited to (i) deeds, title insurance policies or commitments, restrictions, easements, grants, right-of-ways, boundary and topographic surveys; (ii) water, sewer and other utilities and tax bills and notices of assessed valuation for the three (3) most recent years and any information relating to past or current tax appeals, financial information and records, leases, occupancy agreements, licenses, up to date operating statements; (iii) as-built drawings of all underground utilities, if any, located under the Property; (iv) any and all existing soil studies and reports, percolation tests, all environmental assessments, studies, tests, reports and analyses, and all other studies, reports, engineering information, and all other studies or reports, and any data, correspondence and information relating to the Property; (v) all zoning and/or planning inquiries, applications, permits, variances, subdivision or site plans approvals, denials, and resolutions, and all such other documentation relevant to the property; and (vi) any and all contracts and agreements relating to the Property or its development, construction or use and all guarantees and warranties extended or assigned to Seller which are currently in effect (the "***Due Diligence Materials***"). The Due Diligence Period shall be extended on a day-to-day basis in the event of a delay by

Richard O. Arther to Meridia Kinnelon, LLC
Lead Mine Hill Road, Kinnelon, NJ (Block 27601, Lot 102)

Seller in providing the Due Diligence Materials within such five (5) day period. A list of the Due Diligence Materials will be compiled by Purchaser during the Due Diligence Period and provided to Seller before the Closing. The parties will confirm and acknowledge their agreement to the list by confirmation certification executed by both parties at the Closing. However, the requirement that Seller provide to Purchaser such documentation is continuing and ongoing, such that any relevant material that becomes known to Seller or Seller's agents or representatives at any time after the Effective Date, shall automatically extend the due diligence contingency and be immediately provided to Purchaser for inspection, examination and investigation as identified below.

3.2 Due Diligence Contingency. Purchaser shall have the right and option for a period of ninety (90) days from the Effective Date to enter upon the Property and perform investigations and evaluations (the "**Inspections**") as Purchaser deems, in its sole and absolute discretion, appropriate or necessary, including, without limitation, review of title, zoning, surveys, and building codes and other governmental requirements; the physical, environmental and ecological condition of the Property, such aspects to include, without limitation, soil tests, borings, excavations, engineering studies, Phase I and Phase II studies, wetlands, rock testing, soil logs, percolation tests and other geological and environmental investigations, tests and inspections including environmental assessments by a New Jersey Licensed Site Remediation Professionals ("**LSRP**") pursuant to the Site Remediation Reform Act, *N.J.S.A. 58:10C-1 et seq.* ("**SRRA**"). The Inspections shall be at Purchaser's sole cost and expense and without liability to Seller. Seller shall have the right, at Seller's expense, to have its respective representatives present for any physical inspections. Such right of Inspection and the exercise of such right shall not constitute a waiver by Purchaser of the breach of any representation, warranty, covenant or agreement of Seller which might, or should, have been disclosed by such Inspection.

Purchaser shall notify Seller at least twenty-four (24) hours before entering Seller's Property to perform any inspection. Purchaser agrees to indemnify and hold Seller harmless against any claim for bodily injury (including death) and/or property damage arising from Purchaser's entry onto the Property, except to the extent such liabilities, losses or claims were caused by Seller or someone acting on behalf of Seller. Purchaser and its agents and consultants shall repair any damage caused by Purchaser or its agents, employees, contractors and consultants.

Notwithstanding the foregoing to the contrary, Purchaser's repair obligation and indemnity hereunder shall in no event apply to any conditions merely discovered or exacerbated by Purchaser or its contractors during conducting its Inspections. The provisions of this Section shall survive any termination of this Agreement.

3.3 Insurance. Prior to the exercise by Purchaser of its right of entry under this Section, Purchaser shall furnish to Seller evidence satisfactory to Seller that Purchaser, or Purchaser's agents or consultants entering the Property, maintain comprehensive general public liability insurance in a single limit amount of not less than Five Hundred Thousand Dollars (\$500,000.00), with respect to all claims for bodily injury or death and for property damage naming Seller as an additional insured.

If Purchaser determines, for any or no reason, in its sole, absolute and unreviewable subjective determination, that the Property is not suitable for Purchaser's purposes, Purchaser shall have the right by giving written notice to Seller (the "**Termination Notice**") within ten (10) days following the expiration of the Due Diligence Period, as same may be extended, to elect to terminate its obligations hereunder,

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whereupon the Deposit shall be returned to Purchaser and thereafter neither party shall have any further obligation to the other hereunder with the exception of those provisions that, by the express terms thereof, survive the termination of this Agreement.

3.4 Approval Contingency. This Agreement is contingent upon Purchaser obtaining all final, unappealable (i.e., any applicable appeal period has expired without an appeal having been filed) governmental approvals and permits, which include no conditions unacceptable to Purchaser, necessary or desirable to develop and allow the construction on the property including Block 57601, Lot 101 & 102 as shown on the Official Tax Rolls of the Borough of Kinnelon and County of Morris a redevelopment project including parking, ancillary, accessory and/or auxiliary components or uses deemed necessary by Purchaser (the "**Project**") within twelve (12) months from the conclusion of the Due Diligence Period (the "**Approval Period**").

The Approvals may include, without limitation, approvals, licenses and consents from any municipal, county, state or federal government or quasi-governmental authority, including, but not limited to, the governing body of the Borough of Kinnelon, its Planning Board or Board of Adjustment, New Jersey Department of Environmental Protection, New Jersey Department of Transportation, County Planning Board, Municipal or Regional Sewerage Utilities Authority, County Soil Conservation District, developers agreement, building permits and any and all other approvals, permits and agreements pursuant to any environmental, zoning, subdivision, site plan and/or other land use statute, ordinance, law, rule or regulations necessary or desirable for the development and construction of the Project. Development Approvals shall include the formal designation of the Property by the Borough as an area in need of redevelopment and the appointment of the Purchaser as the designated developer pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* Development Approvals shall further include any tax exemption from the Borough pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.*, satisfactory to the Purchaser. Purchaser shall be responsible for obtaining such tax exemption. Development Approvals include Purchaser's receipt of confirmation from the appropriate municipal, state, county or federal governmental or quasi-governmental authority concerning availability of and access to utilities. Development Approvals shall also include the receipt of an unrestricted use Response Action Outcome ("**RAO**"), or its equivalent, from the New Jersey Department of Environmental Protection ("**NJDEP**") allowing for the unrestricted residential development of the Property, pursuant to the standards set forth in *N.J.A.C. 7:26D* and *N.J.S.A. 58:10B-12a*, as well as, any other applicable State or Federal remediation requirement, and if necessary, updated and current through the date of Closing. Seller shall be responsible for securing and delivering to Purchaser at closing such RAO or its equivalent.

Purchaser will diligently pursue the Approvals and if requested will provide Seller copies of all applications and submissions made relating to the Approvals. On condition that Purchaser is pursuing satisfaction of the Approval Contingency with commercially reasonable diligence but has not obtained all Approvals within the Twelve (12) months following the conclusion of the Due Diligence Period, the parties agree that Purchaser may extend the Approval Contingency for an additional six (6) months, upon notice to Seller.

Seller shall cooperate with, and assist Purchaser in connection with its pursuit of the Approvals in all respects including, without limitation, executing all documents necessary or desirable to permit Purchaser to apply for and pursue the Approvals, including, but not limited to, execution of the Consent attached hereto as Exhibit "A". Neither Seller nor any of its affiliates or relatives shall object to, or take any adverse position with respect to Purchaser's pursuit of the Approvals. If Purchaser has not obtained the Approvals within the

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Approval Period, as may be extended, Purchaser may either (i) waive such Approvals by written notice to Seller and proceed to Closing or (ii) terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and thereafter neither party shall have any further obligation to the other hereunder except for those provisions that, by the express terms thereof, survive the termination of this Agreement. Notwithstanding anything contained herein to the contrary, if the Approvals are pending or are granted by the end of the Approval Period, but are not yet final and unappealable by that date, the Approval Period shall be deemed automatically extended to the date at which said Approvals will become final and unappealable if no earlier appeal is commenced; but this automatic extension shall continue only for so long as no appeal is commenced.

3.5 Appeals. Purchaser shall have the right, but not the obligation, at Purchaser's sole cost and expense, to appeal, defend or bring any legal or administrative action or proceeding challenging, as applicable (i) the denial of (or failure to approve or deny) one or more of the Approvals, (ii) the attachment of an unacceptable condition to one or more of the Approvals, or (iii) a third-party appeal or third-party legal or administrative action or proceeding challenging the granting of one or more of the Approvals, (or any one of them) (an "*Appeal*"). Seller shall reasonably cooperate with an Appeal at no cost to Seller. Purchaser shall have a period not to exceed Twelve (12) months from the filing of an Appeal in which to resolve the Appeal, during which time the Approval Period shall be deemed extended, as necessary.

Purchaser may cancel this Agreement in writing and Purchaser shall receive a refund of the Deposit if such cancelation occurs within the Approval Contingency Period and any extension periods provided the Development Approvals are not obtained by Purchaser within such time period. Seller may not cancel this Agreement during the term of the Approval Period, or any extension thereof pursuant to this Agreement, except in the case of a Default by Purchaser.

4. Condemnation/Eminent Domain. *Intentionally Omitted*.

5. Environmental. To the best of Seller's knowledge and belief, there are no Hazardous Materials on, under, at, emanating from or affecting the Property; neither Seller nor any Tenants have ever used the Property (*either individually or jointly with others*) for the use, storage, release, dumping, treating or disposal of any Hazardous Material; Seller has not created or, to the best of Seller's knowledge and belief, permitted the discharge of any Hazardous Materials on, under, at, emanating from or affecting the Property, nor directly or indirectly into any waterways flowing upon, under or near the Property, nor does Seller have any knowledge of any such discharge by any third party; there is no pending or threatened claim, directive, suit, action, complaint, notice of violation, investigation or proceeding by any governmental authority or third person respecting the Property arising out of the violation or alleged violation of any Environmental Law or the discharge of any Hazardous Materials; To the best of Seller's knowledge and belief, there are no underground storage tanks located on the Property or which were previously located on the Property and subsequently abandoned in place or removed; To the best of Seller's knowledge and belief, the Property has never been used as a landfill; Seller does not have knowledge of, or reason to believe that there are, grounds for the imposition of liability upon any owner or operator of the Property pursuant to any Environmental Law; there are no mines, sumps, clarifiers or wells on or under the Property; and there are no limestone deposits or other subsurface conditions on or under the Property which would materially adversely affect the contemplated use of the Property. ("*Hazardous Materials*") shall include, without limitation, (a) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. §2011 *et seq*, as amended; (b) any asbestos in friable form; (c) those elements or compounds which are contained in the various lists of hazardous substances adopted by the United States Environmental Protection Agency ("*EPA*") and NJDEP, and the lists of toxic pollutants designated by Congress, the Environmental

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Protection Agency or the NJDEP under any Environmental Laws; (d) any pollutant, dangerous substance, toxic substance, hazardous waste, hazardous material, hazardous substance or contaminant as defined or listed in or pursuant to any Environmental Laws; and (e) petroleum products and radon gas. ("**Environmental Laws**") shall mean the Site Remediation Reform Act, *N.J.S.A. 58:10C-1 et seq* and associated statutes, regulations, policies and guidance, the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Toxic Substances Control Act, the Clean Air Act, the New Jersey Solid Waste Management Act, the New Jersey Air Pollution Control Act, the New Jersey Spill Compensation and Control Act, *N.J.S.A. 58:10-23.11 et seq*, Brownfields Act, *N.J.S.A. 58:10B-1.3*, the New Jersey Water Pollution Control Act, any Federal, State or local so-called "Superfund" or "Super Lien Statute," or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any regulated substances or Hazardous Materials.

The Property is not now, nor has ever been, subject to the provisions of the New Jersey Industrial Site Recovery Act, *N.J.S.A. 13:1K-6, et seq* ("**ISRA**"). If it is determined that the Property or any of the prior or existing tenants at the Property was or is subject to ISRA, Seller shall be obligated to comply with the requirements of ISRA, prior to Closing, at Seller's sole cost and expense, and deliver to Purchaser at Closing any and all local, State and Federal environmental clearances required pursuant to ISRA. In the event Seller refuses and/or fails to comply with ISRA and/or to deliver all local, State and Federal environmental clearances required pursuant to ISRA, Purchaser's sole remedy shall be to terminate the within Agreement and receive a refund of the Deposit.

6. Title. The Seller represents that Seller shall convey good and marketable fee simple title to the Property, free and clear of all liens, claims, restrictions and encumbrances whatsoever, including tenancies of any kind, but subject to (i) zoning and subdivision laws and regulations; (ii) real estate taxes that are a lien, but are not yet due and payable; and (iii) easements, restrictions and encroachments that are of record that do not prohibit or negatively impact the Development Approvals in Purchaser's reasonable opinion. The Seller shall not be required to bring any action or proceeding, or otherwise incur any expense, to render the title to the premises marketable except that Seller shall pay any mortgage or monetary lien from the net proceeds at closing. The Purchaser may, nevertheless, accept such title as the Seller may be able to convey, without reduction of the purchase price or any credit or allowance against the same and without any other liability on the part of the Seller where the parties are able to agree upon the same. If Seller is unable to convey title in accordance with the terms of this contract, except for Seller's willful default, the sole liability of Seller will be to refund to Purchaser the amount paid on account of the purchase price and upon such refund and payment being made this Contract Agreement shall be considered canceled. At Closing, Seller shall deliver such instruments and documents contemplated by the terms of this Agreement, or reasonably required by Purchaser, or its title company. At Closing, Seller shall deliver the Property vacant, including the removal of all tenancies of any kind and with any bulk (non-fixture) items removed, including but not limited to furniture, appliances, sheds, heating or air-conditioning equipment, materials of any kind, and the like, which are excluded from this sale.

If Seller is unable to convey title in the quality set forth above, Purchaser shall have the option of either (i) taking such title as Seller can give, without abatement of the Purchase Price, or (ii) being repaid the Deposit, and Purchaser shall also be reimbursed for any title company and survey charges incurred and, if Purchaser elects the option in subparagraph (b), there shall be no further liability or obligation by either of the parties hereunder except the Surviving Obligations and this Agreement shall become null and void and of no further or effect.

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7. Representations of Seller and Purchaser.

7.1. Representations of Seller

7.1.1. Seller hereby represents and warrants to Buyer as follows:

(a). Seller has full and complete authority to enter into this Agreement and to consummate the transactions contemplated herein. Seller has the lawful right to sell the Property in accordance with the terms, provisions, and conditions of this Agreement. The execution of and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Seller is a party, any judicial order or judgment of any nature by which Seller is bound, or the operating agreement of Seller; and this Agreement, and the covenants and agreements of Seller under this Agreement, are the valid and binding obligations of Seller, enforceable in accordance with their terms.

(b) Seller is not a "foreign person" and will deliver to Buyer at Closing an affidavit certifying that it is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended.

(c) Seller is not, nor will Seller become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("*OFAC*") of the Department of the Treasury (including those names on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 23, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(d) To Seller's actual knowledge there are no unrecorded contracts or agreements of any nature currently in force relating to the Property which would be binding upon Buyer or the Property after Closing, other than the Leases, if any, and the Contracts.

(e) Seller has received no written notice and has no actual knowledge (without investigation) of any pending condemnation or eminent domain proceedings that would affect any of the Property.

(f) Neither the execution and delivery of this Agreement, nor compliance with the terms and conditions of this Agreement by Seller, nor the consummation of the sale, constitutes or, to Seller's actual knowledge, will constitute a violation of or breach any agreement or other instrument to which it is a party or to which Seller is subject or by which it is bound.

(g) Seller shall not, from and after the Effective Date, permit the occupancy of, or enter into any new lease, re-lease, sub-lease, amendment, extension, revision, occupancy agreement or license agreement for any building or unit.

(h) Covenant Not to Encumber. Seller represents, warrants and covenants to Buyer that from the Effective Date until the date of Closing Seller will not enter into or execute any contract, covenant, deed, restriction, right-of-way, easement, mortgage, deed of trust, or other agreement, encumbering, transferring or otherwise affecting the Property, incur any debts, liabilities, undertakings, performances, commitments or other obligations affecting the Property, or permit any of the above to occur.

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(i) From the Effective Date until the Closing Date or earlier termination of this Agreement, Seller shall:

(1) not take, or omit to take, any action that would have the effect of violating any of the representations, warranties, covenants, or agreements of Seller contained in this Agreement;

(2) advise Buyer promptly of any event, action, fact or occurrence that would affect any of the representations, warranties, covenants, or agreements of Seller contained in this Agreement or which would cause any of the same to be false or misleading.

7.2. Representations of Purchaser

7.2.1. Purchaser hereby represents and warrants to Seller as follows:

(a) Organization and Authority. Purchaser has been duly organized and is validly existing under the laws of the State of New Jersey. Purchaser has the full right and authority to enter into this Agreement and to consummate or cause to be consummated the transaction contemplated by this Agreement. The person signing this Agreement on behalf of Purchaser is authorized to do so.

(b) Pending Actions. To Purchaser's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Purchaser which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement.

(c) ERISA.

(i) As of the Closing, (1) Purchaser will not be an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), which is subject to Title I of ERISA, nor a plan as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (each of the foregoing hereinafter referred to collectively as "**Plan**"), and (2) the assets of the Purchaser will not constitute "plan assets" of one or more such Plans within the meaning of Department of Labor ("**DOL**") Regulation Section 2510.3-101.

(ii) As of the Closing, if Purchaser is a "governmental plan" as defined in Section 3(32) of ERISA, the closing of the sale of the Property will not constitute or result in a violation of state or local statutes regulating investments of and fiduciary obligations with respect to governmental plans.

(iii) As of the Closing, Purchaser will be acting on its own behalf and not on account of or for the benefit of any Plan.

(iv) Purchaser has no present intent to transfer the Property to any entity, person or Plan which will cause a violation of ERISA.

(v) Purchaser shall not assign its interest under this Agreement to any entity, person, or Plan which will cause a violation of ERISA.

(d) OFAC. Purchaser is not, nor will Purchaser become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those names on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 23, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

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(e) No consent, approval or waiver of any third party is required for the consummation by Purchaser of the transactions contemplated by this Agreement.

At the Closing, and as a condition thereof, without limitation of any other obligation of Purchaser contained in this Agreement, Purchaser shall warrant and represent to Seller as of the date of Closing in writing that all representations made by Purchaser in this Agreement continue to be true and correct in all material respects as of the date of Closing as if they were made on the date of Closing.

7.3. Survival of Purchaser's Representations. The representations and of Seller and Purchaser set forth in this Section 7.1 & 7.2 shall survive Closing.

8. Closing Date and Location. The closing of the transaction contemplated hereby (the "**Closing**") shall take place on or about the first business day which is forty-five (45) days following the completion of het Closing Contingencies (the "**Closing Date**"). The Closing shall be held at the offices of Purchaser's attorney or at any other place as may be agreed upon by the parties hereto or their respective counsel, or the parties may otherwise agree to perform the closing via escrow through the services of a Title Company.

8.1 Closing Contingency. The Closing shall be contingent upon:

(i) Receipt of all Development Approvals as provided in *Section 3.4*, above; (ii) Purchaser's acquisition of Lot 102; (iii) Property is ready to be delivered by Seller to Purchaser vacant and in "broom swept" condition free and clear of all tenancies, occupants, liens and/or encumbrances; (iv) Seller has caused to be removed hazardous materials, if any, found on the property, to the extent same is recommended pursuant to environmental investigation and performed in accordance with applicable laws and regulations; (v) the removal of storage tanks located upon or underground.

8.1.1. Seller's Deliveries. At the Closing, Seller shall deliver to Purchaser each of the following:

A bargain and sale deed with covenants against grantor's acts (the "**Deed**"), in recordable form, duly executed by Seller, to convey to Purchaser title to the Property;

A duly executed affidavit of title;

An affidavit sworn to by Seller, stating under penalty of perjury that Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code and stating Seller's United States taxpayer identification number;

Any required transfer tax returns, forms or documents (collectively, "**Transfer Tax Return**") executed by Seller;

A duly executed certification of Seller that all representations and warranties of Seller included herein are true and correct as of the day of Closing to the best of Seller's knowledge and belief;

The Closing Statement; and

Such other documents, as may reasonably be requested by the Title Company to consummate the transactions contemplated by this Agreement.

8.1.2. Purchaser's Deliveries. At the Closing, Purchaser shall deliver to Seller each of the following:

The Adjusted Closing Balance;

The Transfer Tax Return executed by Purchaser (*if required*);

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A resolution of the Purchaser authorizing the transaction contemplated herein and attaching certified true copies of the Purchaser's organizational documents;

The Closing Statement; and

Such other documents, as may reasonably be requested by the Title Company to consummate the transactions contemplated by this Agreement.

9. Default.

9.1. Default by Purchaser.

9.1.1 Liquidated Damages. If Purchaser defaults in its obligations to close the purchase of the property for any reason other than Seller's default, Purchaser's disapproval of any contingency, the failure of a condition precedent in favor of Purchaser, or Purchaser's exercise of its right to terminate the Contract pursuant to the Contract's terms, and Purchaser fails to cure such default within ten (10) business days following receipt of a default notice from Seller, or if such default cannot be cured within such ten (10) day period, if Purchaser fails to commence to cure such default within said ten (10) day period, then upon demand by Seller, the deposit shall be paid to and retained by Seller as Liquidated Damages. The parties hereto expressly agree and acknowledge that Seller's actual damages in the event of a default by Purchaser would be extremely difficult or impracticable to ascertain and that the amount of the deposit represents the parties' reasonable estimate of such damages. In any and all actions brought pursuant to or to enforce Purchaser's obligations under the Contract, it shall be conclusively presumed that the above-described liquidated damages shall be the sole remedy of Seller in the event of Purchaser's default hereunder and it shall not be proper under any circumstance that Purchaser's obligation to purchase the property be specifically enforced. Seller shall have no further rights or remedies beyond the retention of the Deposit.

9.1.2. Consequential Damages. In no event will Purchaser be liable under any circumstances to the Seller for any type of incidental, special, exemplary, punitive, indirect or consequential damages, including but not limited to lost revenue, lost profits, loss of business opportunity, loss of rights or services, interruption or loss of use, or other similar damages whether arising under the statute, contract, torts, strict liability or otherwise.

9.2. Default by Seller. In the event that Seller materially breaches or defaults under this Agreement prior to Closing and such material breach or default continues for ten (10) business days after written notice from Purchaser to Seller specifying such material breach or default, Purchaser shall, as its sole and exclusive remedy, have the right either (a) to seek specific performance of this Agreement, or, in the alternative, (b) to terminate this Agreement, receive the return of the Deposit and costs incurred along with right to commence any legal or equitable action for damages to which Purchaser may be entitled.

9.2.1. Involuntary Bankruptcy. If any involuntary petition is filed under any bankruptcy or similar law or rule against the Seller, and such petition is not dismissed within sixty (60) days, or a receiver, trustee, liquidator, assignee, custodian, sequestrator or other similar official is appointed to take possession of the property Seller shall be deemed to be in Default.

10. Broker Commission. The parties recognize Ryno Marketing Group, Inc., represented by Craig Ryno, as the real estate broker whose efforts brought this agreement to fruition. The Seller shall pay a real estate commission to Ryno Marketing Group, Inc., in an amount equal to five (5%) percent of the Contract sale price. This commission shall not be deemed earned until the closing of title. The commission shall be paid out of the closing proceeds. The parties represent and affirm that no other real estate broker involved with this sale. Only Ryno Marketing Group, Inc., may claim a commission from the sale of the Property. In the event any real estate agent or broker, other than Ryno Marketing Group, Inc., makes a claim for a real estate

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commission as a result of the sale of the Property, then the party whose conduct gave rise to the claim for the commission shall be responsible for the payment of the commission. The party whose actions gave rise to the claim for real estate commissions agrees to indemnify and hold the other party harmless from all liability, claims, actions, judgments and costs arising from such claim. The representations made in this provision shall survive the closing.

11. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of New Jersey applicable to agreements made and to be performed wholly within the State of New Jersey. Jurisdiction for all disputes arising out of this Agreement shall be in the state courts of New Jersey.

12. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, statements, understandings, and agreements, oral or written, between the parties, if any, with respect thereto.

13. Recording of Memorandum. Each party hereto, upon the written request of the other party, shall execute and deliver a memorandum of this Agreement or of any amendment, supplement, extension or other modification hereof in proper form for recording, setting forth such provisions as shall be required by applicable Law or reasonably requested by either party to give notice of the existence of this Agreement, such amendment, supplement, extension or other modification and the provisions hereof or thereof. Either party hereto may cause such Agreement or of any amendment, supplement, extension or other modification to be recorded, and whichever party causes such recordation shall pay the cost of recording. Each party hereto, upon the written request of the other party, shall execute and deliver such documents as are reasonably requested by the other party, and in form and substance reasonably satisfactory to both parties, to permit such recordation.

14. Force Majeure. Neither party shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, unforeseeable acts or events or forces beyond the reasonable control and not substantially due to the fault or negligence of the party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to declarations of public emergency; acts of God, acts of nature; acts of the public enemy; acts of terrorism; acts of war; fire; pandemic; epidemic; virus; disease; quarantine; travel restriction; or state of emergency. All contingency periods not yet concluded or defined dates having occurred as of the date of commencement of a Force Majeure Event ("Event"), shall be extended by a period equal to the period of interruption caused by such an Event. Where necessary, following such extension the parties shall undertake good faith negotiations to equitably modify the terms of this Agreement due to the Event.

14. Assignment. Purchaser's interest under this Agreement may not be assigned or transferred, in whole or in part, by Purchaser, without the express written consent of Seller, which consent may be withheld or denied in Seller's sole, absolute and unquestioned discretion, except to an entity owned and/or controlled by the Purchaser with the financial ability to complete the purchase. The rights and obligations and the benefits hereunder shall inure to the heirs, assigns and successors in interest of the Seller, and upon such assignment, then its assignee shall acquire all of Purchaser's rights, duties and obligations hereunder, and shall be the sole party in interest, and Purchaser shall be released from any and all obligations hereunder.

15. Risk of Loss. The risk of loss or damage to the property is on Seller until delivery of the deed;

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however, since the Purchaser intends to demolish the structures on the property after closing, if same are damaged by fire or other casualty prior to closing, same shall not constitute a reason for Purchaser not to close title hereunder.

16. Adjustments and Discharge of Liens. The public water, real estate taxes, sewer charges, and all other items normally adjusted at the closing of the sale of real property, except any fuel costs, shall be apportioned and allowed as of the day of Closing. The Seller shall be responsible for the cost of the New Jersey realty transfer tax and the Buyer shall be responsible for the mansion tax due and payable at the time of closing.

17. Bulk Sales. The State of New Jersey, pursuant to *N.J.S.A. 54:50-38*, requires notice to the Division of Taxation of the pending sale of property. Seller shall provide Buyer's attorney with a completed form C-9600 and shall provide any additional information or documentation required by the Division of Taxation including form TTD. The transaction cannot close until the Division of Taxation provides a tax escrow letter, a tax escrow waiver, or a notice of tax due. In the event an escrow is required, the Buyer's attorney shall deduct the required escrow from the sale proceeds and distribute as per instructions from the Division of Taxation.

18. Like Kind Exchange. The parties hereby acknowledge and are aware that either or all of them may wish to carry out a 1031 Tax Free Exchange. The parties herein agree to cooperate with each other at no cost, expense or liability of the cooperating party and to allow the other party to satisfy all requirements of law in order to enable the tax-free exchange to be finalized.

19. Resolutions. Contemporaneously with the execution of this Agreement, the Seller business entity will deliver to Purchaser fully executed resolutions authorizing the business entity to enter into, and confirming the validity of, this Agreement.

20. No Automatic Waivers. If either party wishes to enforce a default of the Agreement, a letter must be delivered to the other party attorney providing notice of their intention to enforce a default, and providing the other party with fifteen (15) business days to cure the default.

21. Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) electronically by facsimile, or (d) electronic mail (email) as a .pdf attachment, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of facsimile or email, as of the date of the transmission upon confirmation of successful transmission by the machine sending such facsimile or electronic mail transmission. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

Notice as to Seller:

With Copy to:

Richard O. Arther to Meridia Kinnelon, LLC
Lead Mine Hill Road, Kinnelon, NJ (Block 27601, Lot 102)

Notice as to Buyer:
George M. Capodagli
CPC Aquista, LLC
201 South Wood Ave
Linden NJ 07036

With Copy to:
Dennis P. Liloia, Esq.
Capodagli Property Company, LLC / Meridia, LLC
201 South Wood Ave
Linden NJ 07036

22. Counterparts. This Agreement may be executed in several counterparts, which shall constitute one and the same instrument. Facsimile or PDF signatures to this Agreement shall have the same force and effect as “ink” signatures and no “ink” copy of any facsimile or PDF signature is required to bind the party signing by facsimile or PDF to this Agreement.

(signature page to follow)

Richard O. Arther to Meridia Kinnelon, LLC
Lead Mine Hill Road, Kinnelon, NJ (Block 27601, Lot 102)

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

Seller:

By: _____
Print:

Purchaser:
MERIDIA, KINNELON, LLC

By: _____
George M. Capodagli, Managing Member

STATE OF NEW JERSEY

ss:

COUNTY OF

On the ___ day of _____, 2021, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being by me duly sworn, did prove to my satisfaction to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

Notary

STATE OF NEW JERSEY

ss:

COUNTY OF

On the ___ day of _____, 2021, before me personally came George M. Capodagli, to me known to be the person who executed the foregoing instrument, and who, being by me duly sworn, did depose and say that he is the manager of **MERIDIA, KINNELON, LLC**, a New Jersey limited liability company; and that he executed the foregoing instrument in the name of said limited liability company, and that he had authority to sign the same, and acknowledged that he executed the same as the act and deed of said limited liability company.

Richard O. Arther to Meridia Kinnelon, LLC
Lead Mine Hill Road, Kinnelon, NJ (Block 27601, Lot 102)

EXHIBIT A

OWNER'S CONSENT

The Undersigned is the owner of Lead Mine Hill Road, Kinnelon, New Jersey (Block 57601, Lot 101) (the "**Property**"). The Property is the subject of an application to be filed by Meridia, Kinnelon, LLC, or its assignee, inter alia, seeking approval of a redevelopment project together with use and other variances, and subject to the Municipal Land Use Laws and Local Redevelopment and Housing Law of the State of New Jersey. Said application is hereby made with the Undersigned's consent and permission, as are any other applications made in connection therewith by Meridia, Kinnelon, LLC for related or ancillary variances, approvals, or exceptions required by the Planning Board, Board of Adjustment, or other governmental, quasi-governmental, municipal, county, state, federal or other agencies, boards, and authorities having jurisdiction over the Property.

Sellers/Owners:

By: _____
Print:

STATE OF NEW JERSEY

ss:

COUNTY OF

On the ___ day of _____, 2021, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being by me duly sworn, did prove to my satisfaction to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

Notary

WHEREAS, the Study prepared by Jessica C. Caldwell, P.P., A.I.C.P. of J. Caldwell & Associates, is adopted herein by reference; and

WHEREAS, all members of the Planning Board reviewed the Study for the Study Area and subsequent testimony provided by Ms. Caldwell; and

WHEREAS, by Resolution adopted March 4, 2021, the Planning Board prepared findings of fact and conclusions of law recommending that the Study Area be designated as a condemnation area in need of redevelopment; and

WHEREAS, the Planning Board found that the Study and testimony provided by Ms. Caldwell provided substantial, credible evidence that the Study Area qualifies as a condemnation area in need of redevelopment; and

WHEREAS, the Planning Board found the Study Area to be a blighted area as defined by the Supreme Court of New Jersey due to the lack of investment plaguing the Study Area. This lack of investment has resulted in a reduction in property value and in a lack of development in an area designated for growth. These conditions have an overall detrimental effect on the community. As a result, development of this area will not occur without governmental assistance; and

WHEREAS, the Planning Board concluded that the Study Area, as a whole, satisfies the criteria set forth pursuant to both N.J.S.A. 40A:12A-5 and N.J.S.A. 40A:12A-3; and

WHEREAS, the Planning Board adopted a resolution, adopted herein by reference, as its official report and recommendation to Borough Council that the above noted Study Area satisfies the statutory requirements set forth in N.J.S.A. 40A:12A-5 and should be declared a condemnation area in need of redevelopment; and

WHEREAS, the Governing Body has reviewed the Study for the Study Area and subsequent testimony provided by Ms. Caldwell and determines that it is in the best interest of the

No. 399

March 18, 2021

116522

CERTIFICATE OF TAX SALE



FOR UNPAID MUNICIPAL LIENS

(Revised Statutes of 1937—54: 5-19 to 54: 5-116 and acts supplemental thereto and amendatory thereof).

I, Lois T. Charles, COLLECTOR OF TAXES of the taxing district of Borough of Kinnelon in the COUNTY of Morris

and State of New Jersey, do hereby certify that at a public sale of lands for unpaid municipal liens, under and by virtue of the acts of the Legislature of the State of New Jersey contained in the Revised Statutes of 1937, entitled "Creation, Enforcement and Collection of Liens for Unpaid Taxes and other Municipal Liens on Real Property," and the supplements and amendments thereto, did sell on the

22nd day of November A. D., 1974, the lands described as follows:

Block 87 Lot 13 (2.6 Ac) Lead Mine Hill Rd, and assessed on the tax duplicate of said municipality in the name of UNKNOWN as owner for the year 1973.

Said sale was made to Richard O. Arther

for the sum of Eight hundred thirty-eight dollars and nineteen cents

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

Taxes		757	10
Interest on Taxes		71	89
Improvement Assessments			
Interest on Improvement Assessments			
Premium (if any)	<u>1000</u> PREMIUM PAID		
COSTS AS FOLLOWS:			
For giving notice of sale		25	
For service in selling		25	
For issuing certificate of sale		50	
For acknowledgments and affidavits			
For advertisements, printing and postage		8	20
Total of Costs			20
Total Amount of Sale		\$ 838	19

MORRIS COUNTY CLERK

RECEIVED
DEC 17 11 56 AM '74

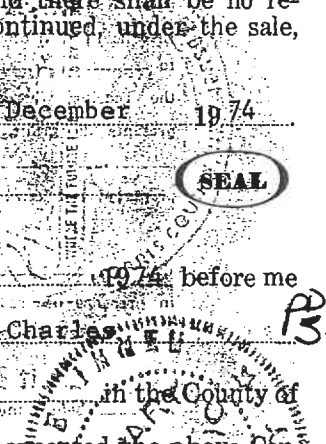
Said sale is subject to redemption on repayment of the amount of the sale, together with interest thereon at the rate of 0 per centum per annum from the date of sale, and the costs incurred by the purchaser as defined by statute. Sale is subject only to municipal liens accruing after December 31, 1973.

The right to redeem will expire in six months after service of notice to redeem, except the right to redeem shall in all cases extend for two years from the date of sale. In case no notice is given, and there shall be no redemption within twenty years after the purchaser has entered into open possession, since continued, under the sale, then in either case the right to redemption shall be barred.

In Witness Whereof, I have hereunto set my hand and seal this 2nd day of December 1974.
STATE OF NEW JERSEY }
COUNTY of Morris } ss: Lois T. Charles
Collector of Taxes

Be It Remembered, that on this 2nd day of December 1974, before me
a Notary Public of New Jersey personally appeared Lois T. Charles

Collector of Taxes of the taxing district of Kinnelon Borough in the County of Morris who, I am satisfied, is the individual described herein, and who executed the above Certificate of Sale and I having made known to him the contents thereof, he thereupon acknowledged to me that he signed



MUNICIPAL BUILDING
KINNELON RD., 1
TELEPHONE: 838-5405

1976 FINAL TAX BILL

BOROUGH OF KINNELON

MORRIS COUNTY, N.J.

March 18, 2021

BLOCK NUMBER 87	LOT NUMBER 13	QUALIFICATION
PROPERTY LOCATION LEADMINE HILL RD		
ADDITIONAL LOT NUMBERS 2.2600 2.2600		
1976 3RD QUARTER DUE AUG. 1, 1976 268.38		1976 4TH QUARTER DUE NOV. 1, 1976 268.37
INTEREST	INTEREST	
TOTAL	TOTAL	
TAX ACCOUNT NUMBER 399	BANK CODE	MORTGAGE ACCOUNT NO.
TAX BILL NUMBER 763024471		

DESCRIPTION	RATE PER \$100	AMOUNT OF TAX
COUNTY TAX	.620	140
DISTRICT SCHOOL TAX	2.960	668
LOCAL TAX	.760	171
SEN. CIT. & VET. DEDUC.	.030	6
TOTAL TAX	4.370	987
LESS DEDUCTION FOR		
1976 NET TAX		987
LESS 1976 TAX PREVIOUSLY BILLED		450
BAL. OF 1976 TAX		536

SEE REVERSE SIDE FOR INFORMATION TO TAXPAYERS 4TH QUARTER INSTALLMENT DUE NOVEMBER 1, 1976 3RD QUARTER INSTALLMENT DUE AUGUST 1, 1976

RECEIPT STAMP

MUNICIPAL BUILDING
KINNELON RD., N.J. 07405
TELEPHONE: 838-5405

1982 FINAL TAX BILL

BOROUGH OF KINNELON

MORRIS COUNTY, N.J.

BLOCK NUMBER 87	LOT NUMBER 13	QUALIFICATION
PROPERTY LOCATION LEADMINE HILL RD		
ADDITIONAL LOT NUMBERS		
1982 3RD QUARTER DUE AUG. 1, 1982 307.93		1982 4TH QUARTER DUE NOV. 1, 1982 307.92
INTEREST	INTEREST	
TOTAL	TOTAL	
TAX ACCOUNT NUMBER	BANK CODE	MORTGAGE ACCOUNT NO.
TAX BILL NUMBER 07457		

DESCRIPTION	RATE PER \$100	AMOUNT OF TAX
COUNTY TAX	.830	187.
DISTRICT SCHOOL TAX	3.510	793.
LOCAL TAX	.770	174.
TOTAL TAX	5.110	1154.
LESS DEDUCTION FOR		
1982 NET TAX		1154.
LESS 1982 TAX PREVIOUSLY BILLED		539.
BAL. OF 1982 TAX		615.

SEE REVERSE SIDE FOR INFORMATION TO TAXPAYERS 4TH QUARTER INSTALLMENT DUE NOVEMBER 1, 1982 3RD QUARTER INSTALLMENT DUE AUGUST 1, 1982

Lien

KINNELON RD., KINNELON, N.J. 07405
TELEPHONE: 838-5405

1983 FINAL TAX BILL

BOROUGH OF KINNELON

MORRIS COUNTY, N.J.

BLOCK NUMBER 87	LOT NUMBER 13	QUALIFICATION
PROPERTY LOCATION LEADMINE HILL RD		
ADDITIONAL LOT NUMBERS		
1983 3RD QUARTER DUE AUG. 1, 1983 323.75		1983 4TH QUARTER DUE NOV. 1, 1983 323.74
INTEREST	INTEREST	
TOTAL	TOTAL	
TAX ACCOUNT NUMBER	BANK CODE	MORTGAGE ACCOUNT NO.
TAX BILL NUMBER 07457		

DESCRIPTION	RATE PER \$100	AMOUNT OF TAX
COUNTY TAX	.870	196.
DISTRICT SCHOOL TAX	3.680	831.
LOCAL TAX	.870	196.
TOTAL TAX	5.420	1224.
LESS DEDUCTION FOR		
1983 NET TAX		1224.
LESS 1983 TAX PREVIOUSLY BILLED		577.
BAL. OF 1983 TAX		647.

SEE REVERSE SIDE FOR INFORMATION TO TAXPAYERS 4TH QUARTER INSTALLMENT DUE NOVEMBER 1, 1983 3RD QUARTER INSTALLMENT DUE AUGUST 1, 1983

SPRING 83 MAY 1 1983

March 18, 2021

PERSKY & PERSKY
ATTORNEYS AND COUNSELLORS AT LAW

(201) 653-4911

JOSEPH PERSKY (1931-1991)
ROBERT S. PERSKY
(MEMBER N.J. AND N.Y. BAR)

OF COUNSEL
SUSAN B. PERSKY
(MEMBER MASS. BAR ONLY)

880 BERGEN AVENUE
SUITE 706
JERSEY CITY, NEW JERSEY 07306

IN REPLY REFER TO FILE NUMBER

July 22, 1996

Mr. Richard O. Arther
615 Mountain Road
Kinnelon, New Jersey 07045

RE: Arther v. Aungst, et. al. v. Kinnelon, et. al.
Kinnelon Tax Sale Certificate No. 399

Dear Mr. Arther:

I am pleased to inform you that the Court has entered judgment in your favor.

The Court ordered that the property designated as Block 87, Lot 13 on the Borough of Kinnelon's tax map is entirely within that Borough; that the Borough of Riverdale must delete Block 42, Lot 1 from its map; and that all persons are barred from claiming any right, title or interest in the property through the Aungsts.

This office will be filing some papers in the Morris County's Clerk office, which should then conclude this matter.

Regards to your family. I hope you have an opportunity to take a break from work and enjoy the warm summer weather.

Sincerely yours,

Susan

SUSAN B. PERSKY

SP:b

March 18, 2021

2020 FINAL/2021 PRELIMINARY TAX BILL

BOROUGH OF KINNELON, MORRIS COUNTY, N.J.

BLOCK NUMBER	LOT NUMBER	QUALIFICATION
57601	101	
Property Local: LEAD MINE HILL RD		
Building Desc.		
Additional Lots		
Land Dimens. 2.26 AC		
Bank		
Mortgage #		Tax Accl. # 00002750

EXPLANATION OF TAXES		
DESCRIPTION	RATE PER \$100	AMOUNT OF TAX
COUNTY TAX	0.256	617.73
LOCAL TAX	0.503	1213.74
DISTRICT SCHOOL TAX	1.842	4444.75
COUNTY OPEN SPACE TAX	0.008	19.30
MUNICIPAL OPEN SPACE	0.004	9.65
MUNICIPAL LIBRARY TAX	0.034	82.04

ASSESSED VALUATION INFORMATION	LAND	IMPROVEMENTS	TOTAL
EXEMPTIONS 241300			
NET TAXABLE VALUE 0			241300
			241300

ARTHER, RICHARD O
615 MOUNTAIN RD
KINNELON, NJ 07405

2020 TOTAL TAX	2.647	6387.21
2020 NET TAX		6387.21
LESS 2020 PREV. BILLED		4768.09
BALANCE OF 2020 TAX		1619.12

2020 3RD QTR DUE AUG. 1, 2020	1648.08	2020 4TH QTR DUE NOV. 1, 2020	1619.12	2021 1ST QTR DUE FEB. 1, 2021	1596.81	2021 2ND QTR DUE MAY 1, 2021	1596.80
----------------------------------	---------	----------------------------------	---------	----------------------------------	---------	---------------------------------	---------

INFORMATION FOR TAXPAYERS	2021 PRELIMINARY TAX									
MAKE CHECK PAYABLE TO: BOROUGH OF KINNELON MAIL TO: BOROUGH OF KINNELON TAX COLLECTOR 130 KINNELON ROAD KINNELON, NJ 07405 (973) 838-5401 ext 2 PAY YOUR TAXES ONLINE www.kinnelonboro.org	PRELIMINARY TAX IS EQUAL TO ONE HALF OF 2020 TOTAL NET TAX <div style="border: 1px solid black; padding: 5px; display: inline-block;">3193.61</div>									
SEE REVERSE SIDE FOR ADDITIONAL INFORMATION	DISTRIBUTION OF TAXES									
	<table border="1"> <tbody> <tr> <td>County Taxes</td> <td>9.97%</td> <td>\$ 637.03</td> </tr> <tr> <td>School Taxes</td> <td>69.59%</td> <td>\$ 4444.75</td> </tr> <tr> <td>Municipal Taxes</td> <td>20.44%</td> <td>\$ 1305.43</td> </tr> </tbody> </table>	County Taxes	9.97%	\$ 637.03	School Taxes	69.59%	\$ 4444.75	Municipal Taxes	20.44%	\$ 1305.43
County Taxes	9.97%	\$ 637.03								
School Taxes	69.59%	\$ 4444.75								
Municipal Taxes	20.44%	\$ 1305.43								

BOROUGH OF KINNELON
130 KINNELON RD
KINNELON, NJ 07405

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
FORT LEE, NJ
Permit No. 1270

Include State aid used to reduce property taxes.
on of Local Government Services' website at
aid used to offset property taxes on this parcel.

DISTRICT: KINNELON BOROUGH
COUNTY: COURT HOUSE
MORRISTOWN, NJ 07960
NOTICE OF PROPERTY TAX ASSESSMENT FOR 2002
THIS NOTICE IS REQUIRED UNDER N.J.S.A. 54:4-38.1

#014452

BLOCK: 87 LOT: 13 QUAL:

PROPERTY LOC: LEAD MINE HILL ROAD

THE ASSESSMENT SHOWN REPRESENTS THE ASSESSMENT WHICH WILL APPEAR ON THE MUNICIPAL TAX LIST FOR 2002 FOR THE PROPERTY IDENTIFIED. DO NOT MULTIPLY LAST YEAR'S RATE BY THE ASSESSED VALUE SHOWN TO ARRIVE AT THE TAXES FOR THE CURRENT YEAR.

LAND: 2061300 BUILDING: 0 TOTAL: 2061300

NET PROPERTY TAXES BILLED FOR 2001 DATE MAILED: 01/31/02

WERE: \$3,651.51

THIS IS NOT A BILL.
SEE OTHER SIDE FOR
APPEAL INFORMATION.

ARTHER, RICHARD O
615 MOUNTAIN ROAD
KINNELON, NJ 07405

March 18, 2021



Ms. Calliope C. Alexander, M.A.
Health Officer
Health Educator

BOROUGH OF
Kinnelon

130 Kinnelon Road
Kinnelon, New Jersey 07405

BOARD OF HEALTH

973-838-5403

Fax: 838-1862

Monthly Meetings:

May 18, 2001 2nd & 4th Wednesday

8:00 p.m.

RE: Bk 87 Lt 13
Old Lead Mine Road
Kinnelon, N.J.

Dear Mr. R. Arthur,

Please be advised that a complaint was filed with the Kinnelon health department regarding the above referenced of which you are owner.

On May 7, 2001, the health department conducted an on site inspection. It is apparent that over a long period of years, an accumulation of solid waste has been deposited and/or buried in different areas of the property.

This is a commercially zoned property, as I have been informed by the zoning official for the Borough of Kinnelon. The property was rented by a fellow named Leo for many, many years from the prior owner. The nature of his business involved mechanic work and welding. Over the long period of years, this individual during his tenancy, perpetuated the accumulation that exists today.

The observed accumulation includes numerous oil storage tanks, 8-10 car batteries, tires, and miscellaneous debris sticking out from the surface of the ground. The existing tenant, Mr. Jim Harty, who is also operating a mechanic's shop, informed me that he has made efforts to reduce the accumulation by filling containers and having some of the debris carted away. All trucking tickets should be retained as proof of proper disposal.

This correspondence is to inform you that the reduction of the existing debris is owner responsible. Your cooperation is being requested in order to address an accumulation. A complaint was filed with the N.J.D.E.P. hotline by a Riverdale employee due to complaints being filed with that municipality and the property bordering their town. A copy of the complaint is enclosed.

Russ HEINAY
838-7573

March 18, 2021

You are requested to contact the Health Department within 10 days of this correspondence so that the Health Department can arrange to meet with you at the property and ascertain your cooperation to address the conditions. Failure to contact me, at the above referenced number within 10 business days of this correspondence can/will result in summons.

Your immediate attention is appreciated.

Very truly yours,



Ms. Calliope C. Alexander
Health Officer

cc: Kinnelon Zoning Official
Mr. Paul P. Darmofalski, P.E.
Mr. Russ Heiney, Building Dept.



New Jersey Department of Environmental Protection COMMUNICATIONS CENTER NOTIFICATION REPORT

file

Received

TD Log#

Operator

07/13
MD
Reviewed By

Case #

Notification Type

Reported By Affiliation Phone
 Street Address Municipality State

Incident Location:

Site: Phone
 Street Address Municipality County State
 Location Type Incident Date Time

Substance Released Amount Released ():

ID State CAS# Release Is

Additional Substances

Substance Contained? Hazardous Material? TCPA? A310 Letter?
 COMU Code Referral Code Is Hazardous Waste Involved?

Incident Description

Injuries? Public Evac? Facility Evac? Public Exposure?
 Police On Scene? Firemen On Scene? DEP Requested? Road Closure?
 Wind Speed/Direction Contamination Of Receiving Water
 Status at Scene

Responsible Party

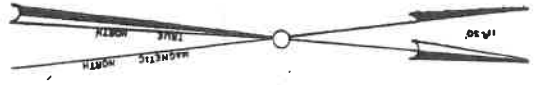
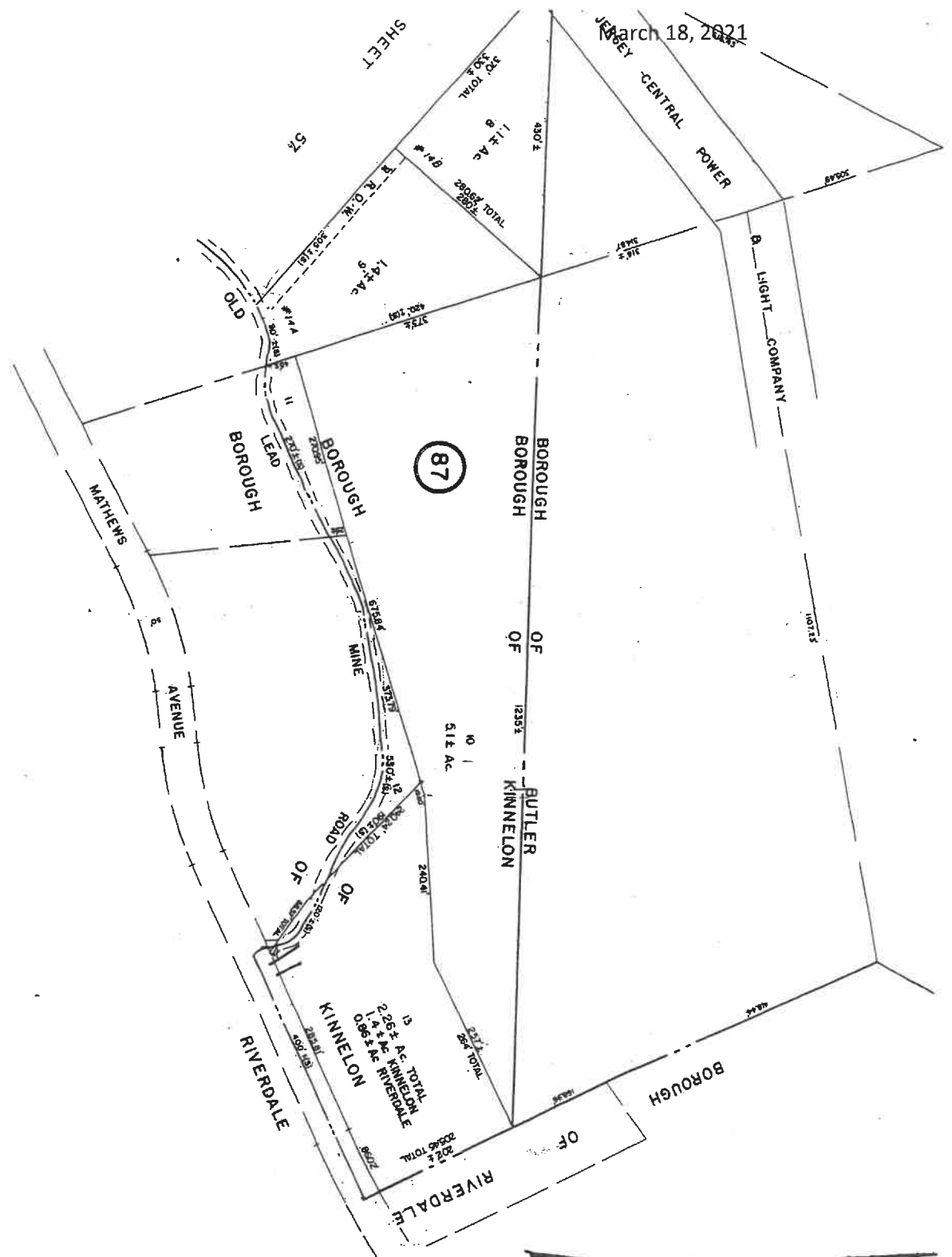
Party Phone
 Contact Title
 Street Address Municipality County State

OFFICIALS NOTIFIED					
	Name	Affiliation	Phone	Date	Time
NJSP					
MUNIC	KINNELON BOROUGH	DISP. KEIL Office	973-838-5400	05/04/2001	1554
OTHER					

	Name	Affiliation	Method	Date	Time
1.		BFO-CAS DRPSR	Faxed	05/04/2001	
2.		Metro/Nort HAZ-WST	Faxed	05/04/2001	
3.					

COMMENTS

March 18, 2021



TAX MAP

March 18, 2021
Only difference between

death and taxes is that

RICHARD O. ARTHUR, A.C.P.

615 MOUNTAIN ROAD
KINNELON, NJ 07405-2128

973: 838-8661
(voice and fax)

May 23, 2001

Susan B. Persky, Esq.
Persky & Persky
880 Bergen Avenue (706)
Jersey City, NJ 07306

Dear Susan,

I am writing about this matter since Dick is in Missouri at the Highway Patrol Academy teaching his spring 7-week class.

This has to do with the Lead Mine Hill Road property that Dick received title to a while ago.

After we received the enclosed letter and complaint, I met with Ms. Alexander on the 21st. She is aware that we were not the owners during the time this activity has taken place. We were unaware of "Leo" and haveno idea to whom he was paying rent. The present tenant, Jim Harty, has apparently been paying rent to an individual named "Dick", but when Ms. Alexander asked him if it is Richard Arther, he answered that it is not.

I have two concerns. First, what is our liability in all of this and do we have or should we have insurance. Second, what action should we take.

Ms. Alexander suggested that to show good faith we should retain an environmental consultant to avoid problems with the state DEP. She is giving us time to begin a program of action.

I would appreciate your getting back to us as soon as possible. You can reach me at 973-838-3539 if you have any questions and our home fax number is on the letterhead. Also, Ms. Alexander will be happy to talk with you at any time. I've enclosed her business card.

Thank you very much. Our best to your mother and brother.

Sincerely,

Richard Arthur

ev) time Congress meets!

death doesn't get worse

Richard O. Arther

615 Mountain Road
Kinnelon, New Jersey 07405-2128

973: 838 - 8661 (voice and fax)

NOTE: Currently teaching at the Missouri State Highway Patrol Academy so please use work voice-mail number ... 800: 643 - 6597. Thank you.

June 20, 2001

Chief Elmer Bott
Police Department
Municipal Complex
Kinnelon Road
Kinnelon, New Jersey 07405

Dear Chief Bott,

This is to inform you of a problem we have only recently learned and to ask for your Department's assistance.

Since 1973, we have been paying the taxes on Block 87, Lot 31 (Lead Mine Hill Road with no street number given on even most recent tax bill). In the late 1980s, we began foreclosure proceedings. From the enclosed Final Judgement, you can see that on November 16, 1994, this property was conveyed to us. Also enclosed is the resolution of the property having been considered in both Kinnelon and Riverdale.

At some point after the Kinnelon-Riverdale dispute resolution and as work was being started on BJ's and Home Depot, my oldest daughter (Cathy) and I decided one Sunday to see where our property on Lead Mine Hill was in relation to this new construction. We reached what appeared to be the end of Lead Mine Hill as there were several "homemade" signs stating "Private Property" and "Keep Out" - the pavement basically faded out so we figured this was a private drive though no building could be seen from Lead Mine Hill. As we faced these signs, directly to the left was a private driveway with a sign "Private Driveway" and a house visible on the hill. We then decided to see if perhaps there was an entrance to our property off Matthews Avenue (Riverdale). There was a dirt road "entrance" but again the same type of signs at the crest. Cathy got out to look and saw a building but proceeded no further. As we knew our Lead Mine Hill property was vacant (*i.e.* no buildings whatsoever), we figured that this "lot" must border ours and that ours must be land-locked as is one of our other Kinnelon liens.

Enclosed is the May 18, 2001, letter we received from Calliope Alexander, Kinnelon Board of Health Officer. This was the first time we learned of anyone having

- 2 -

anything on our property. Also enclosed is the letter my wife (Mary-Esther) sent to the civil attorney (Susan Persky) handling all matters relative to Lead Mine Hill Road. Since May 11, Cathy and I have been teaching our basic polygraphist training course at the Missouri State Highway Patrol Academy. Once I became aware of this, I decided to contact a private investigator (Nicholas Dotoli) whom I taught in 1970 and for whom we have conducted many polygraph examinations. Having been impressed with Nick's thoroughness, I wanted his advice on how best to proceed. That is why this letter is being sent (see enclosed).

We have formally retained Nick to investigate and assist with this matter. Also, as of today, we have formally retained Thomas Weisenbeck, Esq. of Bressler, Amory and Ross in Florham Park. With environmental- and criminal-law experience and being in Morris County, he and his firm will best be able to resolve this. These gentlemen will be contacting you directly as well as the Prosecutor's Office.

As Cathy and I were preparing this letter, Cathy called for your fax number. The officer on duty mentioned an article in today's *Trends* regarding all this and that Riverdale citizens may be attending Kinnelon's Council meeting tomorrow evening. Tom and Nick are fully authorized to handle all this in the manner they deem best.

Being in Missouri, I have only faxed copies of the materials I am enclosing. If you need any originals and/or copies of the tax statements and/or anything else, please leave a detailed message on our voice-mail [800: 843 - 6597] which we check several times each day. I return to Kinnelon on July 5 and can then be reached at the home-office [838 - 8661 which is both a voice and fax number].

We greatly appreciate any and all assistance you and your Department will be able to provide to resolve this as quickly as possible. Thank you!!

Sincerely yours,



Richard O. Arther

Enclosures:

Final Judgement of Foreclosure - 4 pages
Riverdale's Resolution - 2 pages
Kinnelon Board of Health May 18th letter - 3 pages
Mary-Esther's May 23rd letter - 1 page
Susan's June 15th letter (answering concern's of May 23) - 1 page
Nick's June 14th recommendations - 2 pages

Continued ...

- 3 -

PC:
Nick Dotoli
Susan Persky
Tom Weisenbeck

Pertinent Names and Information (alphabetically):

Chief Elmer Bott

Police Department
Municipal Complex
Kinnelon Road
Kinnelon NJ, 07405

973: 838 - 5400 voice
5944 fax

Nicholas Dotoli

Nicholas Anthony Associates, Inc.
P.O. Box 2135
Toms River NJ

732: 240 - 3572 voice
1208 fax
600 - 7727 cell

Susan Persky, Esq.

Persky & Persky
880 Bergen Avenue
Jersey City NJ 07306

617: 965 - 0004 voice - Massachusetts home/office
201: 653 - 4911 voice - New Jersey office
4977 fax

Thomas Weisenbeck, Esq.

Bressler, Amory & Ross
325 Columbia Turnpike
Florham Park NJ 07932

973: 514 - 1200 voice
1660 fax

March 18, 2021

BRESSLER, AMERY & ROSS, P.C.

COUNSELLORS AT LAW

P.O. BOX 1980

MORRISTOWN, NJ 07962

(973) 514-1200

FAX (973) 514-1660

HAND DELIVERY:

325 COLUMBIA TURNPIKE

FLORHAM PARK, NJ 07932

www.bressler.com

NEW YORK OFFICE

17 STATE STREET

NEW YORK, NY 10004

(212) 425-9300

DANIEL T. KOPEC
SAMUEL J. THOMAS
LINDA S. MIRSKY
DIANA C. MANNING
R.N. TENDAI RICHARDS
DANIEL R. KORB, JR.
CHRISTOPHER B. YOUNGER
STEPHANIE M. HOPKINS
HUGO A. HILGENDORFF, IV
KIRSTEN MCCAUGHY GROSSMAN
KAREN E. MURPHY
MATTHEW C. PLANT
PATRICIA A. SOLFARO
KARL L. MARQUARDT
KALMAN G. MAGYAR
KIMBERLY N. BRADY
ERIKA SCHNEIDER DOWNES
GENEROUSA CHIRICHIELLO
KEVIN J. DELOATCH*
ELIZABETH A. BROPHY
KATANYA K. MOORE
DENNISE S. MULVIHILL
CHRISTOPHER C. HUMPHREY

*NOT A MEMBER OF NJ BAR

WRITER'S DIRECT INFORMATION:

BERNARD BRESSLER
BRIAN F. AMERY
LAWRENCE D. ROSS
DAVID W. REGER
MICHAEL RIORDAN
RICHARD V. JONES
RICHARD R. SPENCER, JR.
MARK T. MCENAMY
DAVID P. SCHNEIDER
MARK M. TALLMADGE
EDWIN A. ZIPP
THOMAS L. WEISENBECK
GEORGE R. HIRSCH
CYNTHIA J. BORRELLI
ERIC L. CHASE
DAVID H. PIKUS
JORDAN S. WEITBERG
DAVID J. LIBOWSKY
DONALD J. CAMERSON, II
DAVID F. BAUMAN
KEVIN B. WALKER
DOMINICK F. EVANGELISTA
GENEVIEVE K. LAROBARDIER
NANCY C. McDONALD

COUNSEL

KENNETH M. MOLTNER*
MICHAEL J. CONNOLLY
DAVID J. CAMPBELL*
DOUGLAS C. FURLONG

OF COUNSEL

EDWIN W. ORR, JR.

September 13, 2002

VIA REGULAR MAIL

Mrs. Richard O. Arther
615 Mountain Road
Kinnelon, NJ 07405-2128

Re: Kinnelon Property

Dear Mrs. Arther:

As we recently discussed, The NJDEP site inspection was held on September 5. It went very well and the State representative acknowledged that we have satisfied all NJDEP cleanup requirements. A formal approval letter will be issued by the Bureau of Solid Waste after Sailer attends to several paperwork requirements including the submission of off-site disposal documentation, a cleanup summary report and the UST closure/site investigation report.

Warren Newman of Sailer took some photographs and a video during the inspection. I will forward those to you upon receipt. I will also be forwarding you a Memorandum of Agreement application which is required in order to obtain NJDEP approval of the UST removal/closure.

I am also enclosing a letter sent to NJDEP by Cal Alexander, the Kinnelon Board of Health officer. Ms. Alexander contends that because a UST was found adjacent to the building structure (obviously intended to hold fuel oil for the occupant's operations), we should do additional subsurface investigation to ascertain whether any other underground debris remains. Sailer told Ms. Alexander during the site inspection that there was no justification for this request and her letter now raises the issue with NJDEP. We have discussed this issue with NJDEP and have been assured that the State does not intend to request that the Arthers perform any additional work. They will also attempt to convince Ms. Alexander that nothing further is necessary. Ms. Alexander's request that the State promptly act to compel Mr. Giancaterino to cleanup the remainder of the property is a positive development.

March 18, 2021

BRESSLER, AMERY & ROSS, P. C.

Mr. Richard O. Arther
September 13, 2002
Page 2

Finally, you advised when we last spoke that you would be sending a check in payment of Sailer's last invoice. Since that invoice included the cleanup subcontractor's charges, and the subcontractor's work is completed, Sailer is anxious to have him paid. If there will be any delay in issuing the check, please let me know. Otherwise, I will expect to receive it in the near future.

Please contact me if you have any questions concerning the status of this matter. Otherwise, I will keep you apprised of all developments. Best regards

Very truly yours,

A handwritten signature in black ink, appearing to read 'D. Schneider', with a long horizontal flourish extending to the right.

David P. Schneider

March 18, 2021



Ms. Calliope C. Alexander, M.A.
Health Officer
Health Educator

BOROUGH OF
Kinnelon

130 Kinnelon Road
Kinnelon, New Jersey 07405

BOARD OF HEALTH

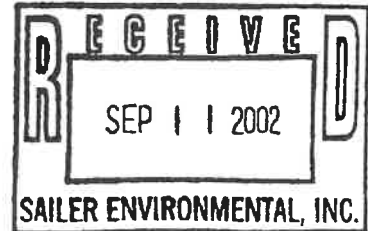
973-838-5403

Fax: 838-1862

Monthly Meetings:
2nd & 4th Wednesday
8:00 p.m.

September 6, 2002

Mr. Scott Shrader
NJDEP
Bureau of Solid Waste & Enforcement
P.O. Box 407
Trenton, NJ 08625-0407



RE: Richard O. Arther, Owner
Old Lead Mine Road
Block 87, Lot 13

Dear Scott:

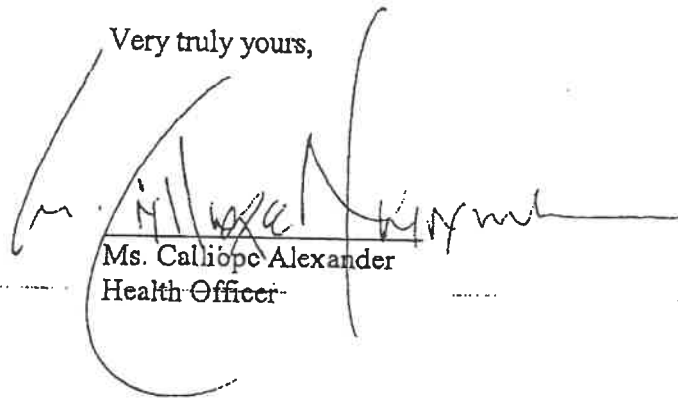
During the period of August 7 thru August 12, the Kinnelon health department observed excavation and removal of a gross volume of solid waste at the above referenced site. As you may recall Sailer Environmental is the consulting company overseeing the cleanup for Mr. Richard Arther, the owner.

This correspondence is to inform you as to the continued concerns that still remain with this site. Enclosed please find a copy of the most recent survey. As you will note on this survey the property line divides the site diagonally into two properties. The balance of this site, which is to the rear, is owned by Mr. Nino Giancaterino. The Kinnelon Health Department is requesting to be informed if a Notice of Violation has been issued to Mr. Nino Giancaterino since, in fact, the balance of this debris lies on property of which he owns. If the Notice of Violation has not been issued, the Kinnelon Health Department is offering time to meet with you on site so that you may ascertain that the remaining debris clearly lies on Mr. Nino Giancaterino property. If a site visit is not needed, then the Kinnelon Health department is requesting that you issue a Notice of Violation to the property owner. His name and address are below for your convenience.

In addition, this correspondence is to inform you that during the removal of the debris on Mr. Arther's property, additional debris was discovered sub-surface, including an oil tank. Due to the observation of debris below the surface of the ground, the health department is requesting that a simple method/or number of test holes be performed in order to ascertain and confirm that no additional debris remains below the ground.

The Kinnelon Health department is pleased with the removal of the surface debris on the Arther property, but underscores to your office the continued concern to clean up both properties to the satisfaction of your office and the local authority.

Very truly yours,



Ms. Calliope Alexander
Health Officer

cc: Sailer Environmental
file

Mr. Nino Giancaterino
282 Brook Valley Road
Kinnelon, New Jersey 07405

Borough of Kinnelon to declare Block 57601, Lots 101 and 102 as a condemnation area in need of redevelopment pursuant to the Study and the report and recommendation of the Planning Board.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Kinnelon, County of Morris, State of New Jersey, that:

1. The Borough Council hereby accepts the report and recommendation of the Planning Board and designates Block 57601, Lots 101 and 102 as a condemnation area in need of redevelopment in accordance with N.J.S.A. 40A:12A-5.
2. The Borough Clerk, or her designee, is hereby directed to serve within ten (10) days a copy of this Resolution upon each person, if any, who filed a written objection to the Planning Board's recommendation, with service to be in a manner provided by N.J.S.A. 40A:12A-1 et seq., as amended.
3. This resolution shall take effect immediately.

Dated: March 18, 2021

James J. Freda, Mayor

ATTEST:

Karen M. Iuele, RMC
Borough Clerk

CERTIFICATION

I, Karen M. Iuele, Kinnelon Borough Clerk, hereby certify that the foregoing is a true and complete cop of the Resolution which was adopted by the Mayor and Council of the Borough of Kinnelon at the Regular Meeting held on the 18th day of March 2021.

Range of Checking Accts: First to Last Range of Check Dates: 02/24/21 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 Payab			
22225	03/08/21	UNI23 UNITED FORD, LLC	168.71		4856
22226	03/18/21	AC A.C. DAUGHTRY INC.	293.85		4858
22227	03/18/21	ACT04 ACTION DATA SERVICES	4,664.03		4858
22228	03/18/21	ACU01 ACU-DATA BUSINESS PRODUCTS INC	120.00		4858
22229	03/18/21	AFF02 AFFILIATED TECHNOLOGY	1,247.71		4858
22230	03/18/21	ALL04 ALLIED OIL COMPANY	10,807.62		4858
22231	03/18/21	AMA02 DAVID A. AMADIO, ESQ.	750.00		4858
22232	03/18/21	AME22 AMERICAN FIRE & SAFETY EQUIP.	280.00		4858
22233	03/18/21	ATL01 ATLANTIC SALT INC.	34,548.25		4858
22234	03/18/21	AUT05 THE AUTO PARTS SOURCE	0.00	03/18/21 VOID	0
22235	03/18/21	AUT05 THE AUTO PARTS SOURCE	820.06		4858
22236	03/18/21	BOR01 BOROUGH OF BUTLER ELECTRIC	7,184.78		4858
22237	03/18/21	BOR02 BOROUGH OF KINNELON	1,073.90		4858
22238	03/18/21	BRA05 BRAEN SUPPLY, INC	244.99		4858
22239	03/18/21	BRT01 BRT TECHNOLOGIES, LLC	550.00		4858
22240	03/18/21	BUZ01 THE BUZAK LAW GROUP, LLC.	15,271.79		4858
22241	03/18/21	CAB01 OPTIMUM	58.58		4858
22242	03/18/21	CAB02 OPTIMUM	114.95		4858
22243	03/18/21	CAB03 OPTIMUM	126.18		4858
22244	03/18/21	CAB04 OPTIMUM	102.55		4858
22245	03/18/21	CAB05 OPTIMUM	158.73		4858
22246	03/18/21	CAB06 OPTIMUM	126.18		4858
22247	03/18/21	CAB07 OPTIMUM	126.18		4858
22248	03/18/21	CAB08 OPTIMUM	89.90		4858
22249	03/18/21	CAB09 OPTIMUM	122.46		4858
22250	03/18/21	CAB10 OPTIMUM	340.31		4858
22251	03/18/21	CHA08 RANDALL CHARLES	13.25		4858
22252	03/18/21	CIN05 CINTAS CORPORATION #111	488.56		4858
22253	03/18/21	CIT05 CIT FINANCE LLC	591.50		4858
22254	03/18/21	COO03 COOPERATIVE COMMUNICATIONS INC	1,620.35		4858
22255	03/18/21	CRO02 CROWN AWARDS	729.99		4858
22256	03/18/21	CRO04 DAVID CROUTHAMEL	107.79		4858
22257	03/18/21	DAN11 CHARLES DANIEL	388.67		4858
22258	03/18/21	DAR01 DARMOFALSKI ENGINEERING ASSOC.	10,000.00		4858
22259	03/18/21	DEB03 DE BLOCK ENVIRONMENTAL SERVICE	10,493.93		4858
22260	03/18/21	DIS03 DISPLAY SALES COMPANY	589.55		4858
22261	03/18/21	DOR06 DORSEY & SEMRAU, LLC	481.00		4858
22262	03/18/21	DRA02 DRAEGER, INC.	179.00		4858
22263	03/18/21	ELE03 ELECTRO BATTERY SYSTEMS INC.	242.47		4858
22264	03/18/21	EXT01 EXTRA SPACE STORAGE	750.00		4858
22265	03/18/21	FED01 FED-EX/OMEGA CORPORATE CENTER	51.02		4858
22266	03/18/21	GRE13 JOSEPH GRECO	3,758.74		4858
22267	03/18/21	GSB01 GLATFELTER SPECIALTY BENEFITS	642.00		4858
22268	03/18/21	HAW03 HAWTHORNE CHEVROLET	4,580.18		4858
22269	03/18/21	HOR04 HORIZON OFFICE EQUIPMENT	430.00		4858
22270	03/18/21	IUE01 KAREN IUELE	94.69		4858
22271	03/18/21	JCALDWEL J CALDWELL & ASSOCIATES, LLC	2,207.50		4858
22272	03/18/21	JCP01 JCP&L	10.74		4858
22273	03/18/21	JER03 JERSEY PAPER PLUS	862.83		4858

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GENERAL		General Account Payab			Continued
22274	03/18/21	JIM01 JIMMY THE SHOE DOCTOR	109.98		4858
22275	03/18/21	KIN05 KINNELON PUBLIC LIBRARY	115,234.29		4858
22276	03/18/21	KIN08 KINNELON VOLUNTEER FIRE CO.	7,000.00		4858
22277	03/18/21	KIN09 KINNELON BOARD OF EDUCATION	3,261,710.92		4858
22278	03/18/21	KOU02 NATALIE KOUTSOKOUMNIS	82.64		4858
22279	03/18/21	LAK02 LAKELAND BANK EQUIP FINANCE	6,027.75		4858
22280	03/18/21	LAK10 LAKESIDE BAGELS & DELI	1,048.17		4858
22281	03/18/21	LAK13 LAKELAND AUTO PARTS	627.67		4858
22282	03/18/21	LAW07 LAWSOFT INC.	6,292.00		4858
22283	03/18/21	LEW02 CYNTHIA LEWIS	300.00		4858
22284	03/18/21	LOE01 LOEFFEL'S WASTE OIL SERVICE	150.00		4858
22285	03/18/21	LUD01 DONALD B LUDWIG	1,040.00		4858
22286	03/18/21	MAT04 MATTHIJSSSEN, INC.	3,160.00		4858
22287	03/18/21	MCAA1 MCAA of NJ	50.00		4858
22288	03/18/21	MOC01 MORRIS COUNTY POLICE ACADEMY	100.00		4858
22289	03/18/21	MOR14 MORRIS CTY POLICE CHIEFS ASSOC	300.00		4858
22290	03/18/21	MOR21 MORRIS COUNTY M.U.A.	30,348.49		4858
22291	03/18/21	MOR41 MORRIS COUNTY PARK COMMISSION	5,304.16		4858
22292	03/18/21	NEO01 QUADIENT, INC.	726.89		4858
22293	03/18/21	NES01 NESTLE PURE LIFE DIRECT	122.06		4858
22294	03/18/21	NEW03 NEW JERSEY PLANNING OFFICIALS	370.00		4858
22295	03/18/21	NIE02 NIELSEN DODGE	481.32		4858
22296	03/18/21	NJD07 NJ DEPT HEALTH & SENIOR SERV	508.80		4858
22297	03/18/21	NJS05 NJ STATE ASSOC/CHIEF OF POLICE	600.00		4858
22298	03/18/21	NOR02 NORTH JERSEY MEDIA GROUP	154.54		4858
22299	03/18/21	NOR18 NORTHEAST COMMUNICATIONS, INC.	409.68		4858
22300	03/18/21	NWR01 NW REFS	3,895.00		4858
22301	03/18/21	ONE02 ONE CALL CONCEPTS, INC.	47.19		4858
22302	03/18/21	PHI03 PHILADELPHIA INSURANCE CO	6,949.00		4858
22303	03/18/21	PK01 P & K OFFICIATING	6,495.00		4858
22304	03/18/21	POL08 THE POLICE AND SHERIFFS PRESS,	32.55		4858
22305	03/18/21	POW05 PowerDMS, INC.	805.00		4858
22306	03/18/21	PSE01 P.S.E. & G.	5,383.76		4858
22307	03/18/21	QUA09 PATRICIA QAULEY, ESQ.	4,000.00		4858
22308	03/18/21	RAC02 RACHLES/MICHELE'S OIL CO.,INC	5,225.64		4858
22309	03/18/21	REE03 JOSEPH REED	200.00		4858
22310	03/18/21	RIV03 RIVERDALE POWER MOWER INC.	357.20		4858
22311	03/18/21	ROG01 ROGO FASTENER CO.,INC	505.85		4858
22312	03/18/21	ROU01 ROUTE 23 AUTO MALL	1,386.49		4858
22313	03/18/21	SCH30 MELANIE SCHUCKERS	60.24		4858
22314	03/18/21	SHI03 SHI INTERNATIONAL CORP	920.00		4858
22315	03/18/21	SHO06 DOUGLAS SHORTWAY	388.94		4858
22316	03/18/21	SPE04 JAMES SPELLMON JR.	1,040.00		4858
22317	03/18/21	STA STAPLES ADVANTAGE, DEPT NY	0.00	03/18/21 VOID	0
22318	03/18/21	STA STAPLES ADVANTAGE, DEPT NY	1,772.26		4858
22319	03/18/21	SUB03 SUBURBAN DISPOSAL INC.	62,805.55		4858
22320	03/18/21	TAS01 TASTE OF REALITY	98.75		4858
22321	03/18/21	THY01 THYSSENKRUPP ELEVATOR CORP.	1,738.05		4858
22322	03/18/21	TIL01 TILCON NEW YORK INC.	868.80		4858
22323	03/18/21	TRA10 TRAINING UNLIMITED, LLC	250.00		4858
22324	03/18/21	TRI01 TRI-BORO FIRST AID SQUAD	6,888.39		4858
22325	03/18/21	TRI20 TRIONAID ASSOCIATES	105.00		4858

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GENERAL		General Account Payab	Continued		
22326	03/18/21	TRU02 TRUGREEN	4,427.03		4858
22327	03/18/21	TUR01 TURN-OUT UNIFORMS INC.	2,564.66		4858
22328	03/18/21	UNI22 UNIFIRST-FIRST AID + SAFETY	340.53		4858
22329	03/18/21	VAN04 VAN'S AUTO REPAIR INC.	736.00		4858
22330	03/18/21	VER06 VERIZON WIRELESS	824.88		4858
22331	03/18/21	VER11 VERIZON WIRELESS - KPD	152.04		4858
22332	03/18/21	VER15 VERIZON CONNECT NWF, INC	658.89		4858
22333	03/18/21	WAS04 WASH HOUNDS	216.00		4858
22334	03/18/21	WEI07 WEINER LAW GROUP LLC	4,392.00		4858
22335	03/18/21	WHI03 JOHN WHITEHEAD, JR.	82.65		4858
22336	03/18/21	YAG02 WILLIAM B YAGO	300.00		4858

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	110	2	3,687,878.17	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	110	2	3,687,878.17	0.00

PLANNING 2	Columbia Bank				
1820	03/11/21	DAR01 DARMOFALSKI ENGINEERING ASSOC.	0.00	03/11/21 VOID	0
1821	03/11/21	DAR01 DARMOFALSKI ENGINEERING ASSOC.	6,625.00		4857
1822	03/18/21	DAR01 DARMOFALSKI ENGINEERING ASSOC.	625.00		4859
1823	03/18/21	DMC01 DMC ASSOCIATES INC.	250.00		4859
1824	03/18/21	DON06 DONOHUE ENGINEERING, LLC	973.50		4859
1825	03/18/21	WEI07 WEINER LAW GROUP LLC	320.00		4859

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	5	1	8,793.50	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	5	1	8,793.50	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	115	3	3,696,671.67	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	115	3	3,696,671.67	0.00

Totals by Year-Fund d Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	0-01	124,785.28	0.00	0.00	124,785.28
CURRENT FUND	1-01	3,526,499.07	0.00	0.00	3,526,499.07
WATER FUND	1-05	7,740.14	0.00	0.00	7,740.14
SEWER FUND	1-07	<u>3,872.93</u>	<u>0.00</u>	<u>0.00</u>	<u>3,872.93</u>
Year Total:		3,538,112.14	0.00	0.00	3,538,112.14
	C-04	5,000.00	0.00	0.00	5,000.00
DOG TAX	D-13	508.80	0.00	0.00	508.80
STATE AND FEDERAL GRANTS	G-02	1,922.70	0.00	0.00	1,922.70
	I-14	750.00	0.00	0.00	750.00
KAMELOT	K-17	82.64	0.00	0.00	82.64
RECREATION SPECIAL	R-16	16,716.61	0.00	0.00	16,716.61
Total of All Funds:		<u>3,687,878.17</u>	<u>0.00</u>	<u>0.00</u>	<u>3,687,878.17</u>

Project Description	Project No.	Project Total
471 LAUREL LANE	11907104	875.00
SCHAEFFER ANDREW	1482	250.00
155 KAKEOUT RD #1522 HEILMANN	1522	625.00
14 TOBOGGAN #1523A NORVIS	1523A	875.00
#1524 KLEIN 1161 RT23 KINNELON	1524	1,125.00
22 Lincoln BOA#1525 wilkins	1525	500.00
GOLDBERG #1526	1526	250.00
19 REAGAN WAY	300011507	500.00
43 SAMWORTH RD	45403	125.00
20 WALNUT LN SCHMITT 45502114	45502114	375.00
19 PEACH TR MULLER- 569045110A	56904110A	250.00
18 CARL PLC PETRESKI 57501120	57501120	973.50
GRACEVIEW DRIVE #810	810	160.00
SMOKE RISE CHURCH #840	840	1,535.00
PIOCOSTA #9118	9118	250.00
SOIL ESCRW 11202122 465 LAURL	COURSEN	125.00
Total of All Projects:		<u>8,793.50</u>

RESOLUTION NO. 03.12.21

**DESIGNATING BLOCK 57601, LOTS 101 AND 102
A CONDEMNATION REDEVELOPMENT AREA
WITHIN THE BOROUGH OF KINNELON**

WHEREAS, N.J.S.A. 40A:12-6 authorizes the governing body of any municipality, by resolution, to have its Planning Board conduct a preliminary investigation to determine whether any area of the municipality is a redevelopment area; and

WHEREAS, pursuant to Resolution No. 10.01.19, adopted by the Borough Council on October 10, 2019, the Planning Board of Kinneelon Borough ("Planning Board") conducted an investigation to determine whether Block 57601, Lots 101 and 102 (the "Study Area") should be designated as a condemnation area in need of redevelopment and considered the redevelopment area study prepared by Jessica C. Caldwell, P.P., A.I.C.P. of J. Caldwell & Associates, entitled "Area in Need of Redevelopment Study" and dated September 2, 2020 (the "Study"); and

WHEREAS, the Planning Board conducted public hearings on November 5, 2020, January 7, 2021 and February 4, 2021, concerning the designation of the Study Area as a condemnation redevelopment area, and the meeting was open to the public and all members of the public had an opportunity to address questions and comments to the Planning Board; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-6, due notice of the public hearing was given to the property owners as mandated by the aforesaid statute and also notice was posted and published in accordance with the law; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-6, the Study included a map showing the boundaries of the Study Area being proposed as a condemnation redevelopment area and the location of the various parcels of property included therein.

WHEREAS, the Study prepared by Jessica C. Caldwell, P.P., A.I.C.P. of J. Caldwell & Associates, is adopted herein by reference; and

WHEREAS, all members of the Planning Board reviewed the Study for the Study Area and subsequent testimony provided by Ms. Caldwell; and

WHEREAS, by Resolution adopted March 4, 2021, the Planning Board prepared findings of fact and conclusions of law recommending that the Study Area be designated as a condemnation area in need of redevelopment; and

WHEREAS, the Planning Board found that the Study and testimony provided by Ms. Caldwell provided substantial, credible evidence that the Study Area qualifies as a condemnation area in need of redevelopment; and

WHEREAS, the Planning Board found the Study Area to be a blighted area as defined by the Supreme Court of New Jersey due to the lack of investment plaguing the Study Area. This lack of investment has resulted in a reduction in property value and in a lack of development in an area designated for growth. These conditions have an overall detrimental effect on the community. As a result, development of this area will not occur without governmental assistance; and

WHEREAS, the Planning Board concluded that the Study Area, as a whole, satisfies the criteria set forth pursuant to both N.J.S.A. 40A:12A-5 and N.J.S.A. 40A:12A-3; and

WHEREAS, the Planning Board adopted a resolution, adopted herein by reference, as its official report and recommendation to Borough Council that the above noted Study Area satisfies the statutory requirements set forth in N.J.S.A. 40A:12A-5 and should be declared a condemnation area in need of redevelopment; and

WHEREAS, the Governing Body has reviewed the Study for the Study Area and subsequent testimony provided by Ms. Caldwell and determines that it is in the best interest of the

Borough of Kinnelon to declare Block 57601, Lots 101 and 102 as a condemnation area in need of redevelopment pursuant to the Study and the report and recommendation of the Planning Board.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Kinnelon, County of Morris, State of New Jersey, that:

1. The Borough Council hereby accepts the report and recommendation of the Planning Board and designates Block 57601, Lots 101 and 102 as a condemnation area in need of redevelopment in accordance with N.J.S.A. 40A:12A-5.

2. The Borough Clerk, or her designee, is hereby directed to serve within ten (10) days a copy of this Resolution upon each person, if any, who filed a written objection to the Planning Board's recommendation, with service to be in a manner provided by N.J.S.A. 40A:12A-1 et seq., as amended.

3. This resolution shall take effect immediately.

Dated: March 18, 2021

James J. Freda, Mayor

ATTEST:

Karen M. Iuele, RMC
Borough Clerk

CERTIFICATION

I, Karen M. Iuele, Kinnelon Borough Clerk, hereby certify that the foregoing is a true and complete cop of the Resolution which was adopted by the Mayor and Council of the Borough of Kinnelon at the Regular Meeting held on the 18th day of March 2021.

March 18, 2021

Mayor Freda asked the council for a vote to have Resolution 03.12.2021 pulled until next Mayor and Council Meeting.

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

CONSENT AGENDA:

A motion was offered by Councilman V. Russo and seconded by Councilman R. Charles, the following motions and resolutions were offered for approval.

Proclamation-National Poison Prevention Week – March 21-27, 2021

- a. Resolution: 03.06.21 Tax Appeal-Chen, Hong Ye and Tong-Block 23201 Lot 110 – 203 South Glen
- b. Resolution: 03.07.21 Tax Appeal-Jacobus, Lee, Yoon - \$1,720.55 – Block 11703 Lot 115- 780 West Shore Drive
- c. Resolution: 03.08.21 Authorization to Hire a Part Time Dispatcher William Morere
- d. Resolution: 03.09.21 Soil Disturbance Permit – 20 Walnut Lane – Ryan Schmitt – Block 45502 Lot 114
- e. Resolution: 03.10.21 Over Payment Property Taxes 2020 – 333 Kinnelon Road – Block 33401 Lot 104- \$3,758.74
- f. Resolution: 03.11.21 Soil Disturbance Permit – 630 Mountain Road – Block 11806 Lot 121
- g. Resolution:03.12.21 Designating Block 57601, Lots 101 & 102 A Condemnation Redevelopment Area within the Borough of Kinnelon (PULLED for Next month’s meeting)
- h. Resolution: 03.13.21 Emergency Resolution Temporary Appropriations
- i. Resolution: 03.14.21 Award of a Non-Fair and Open For Title Lines -Boonton Avenue Fields
- j. Minutes: February 11, 2021-February 18, 2021

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RESOLUTION 03.05.2021

BOROUGH OF KINNELON

Resolution Adopting Prequalification Regulations in Connection with Bids
For the Phase III A - Interior Restoration of L'ECOLE Kinnelon Museum

WHEREAS, pursuant to N.J.S.A. 40A:11-25 The Kinnelon Borough Council of the Borough of Kinnelon may establish reasonable regulations appropriate for controlling the qualifications of prospective bidders upon contracts to be awarded by the Borough of Kinnelon; and

WHEREAS, the Borough is required to establish prequalification regulations for projects financially assisted by the New Jersey Historic Preservation Bond Fund or the Garden State Preservation Trust; and

WHEREAS, there have been promulgated contactor prequalification regulations in connection with the Phase III A - Interior Restoration of L'ECOLE Kinnelon Museum; and

WHEREAS, the Kinnelon Borough Council has conducted a public hearing and has determined that it is in the best interest of the Borough of Kinnelon to establish reasonable regulations appropriated for controlling the qualification of perspective bidders in connection with the Phase III A - Interior Restoration of L'ECOLE Kinnelon Museum.

NOW, THEREFORE, BE IT RESOLVED, by the Kinnelon Borough Council for the Borough of Kinnelon, in the County of Morris and State of new Jersey, that the prequalification regulations attached hereto and hereby adopted for utilization in connection with the bid for the Phase III A - Interior Restoration of L'ECOLE Kinnelon Museum.

BE IT FURTHER RESOLVED, that the implementation of the contractor prequalification regulations is subject to review and approval of the Director of the Division of Local Government Services and the Borough Clerk is hereby authorized to file with the Director of the Division of Local Government Services proposed regulations, a true copy of this Resolution, a true copy of the hearings, copies of the two newspaper legal advertisements for public hearing and a completed, certified, standard certification form.

Adopted: March 18, 2021


Karen M. luele, RMC
Borough Clerk


James J. Freda, Mayor

CERTIFICATION

I, Karen M. luele, Borough Clerk of the Borough of Kinnelon do hereby certify this to be a true copy of a resolution which was adopted at the regular meeting of the Kinnelon Mayor and Council meeting held on March 18, 2021.

Dated: March 18, 2021


Karen M. luele, RMC, Borough Clerk

Proclamation

WHEREAS, Congress designated the third full week in March to be National Poison Prevention Week (NPPW) in 1961 and since then this week has helped to raise national awareness of the dangers of potentially dangerous medicines, household products and chemicals, environmental contaminants, and other substances; and

WHEREAS, poison control centers across the country will focus the public's attention on the free, lifesaving services provided by poison centers as well as educating the public on ways to prevent poisoning exposures; and

WHEREAS, the NJ Poison Control Center, a division of the Department of Emergency Medicine at Rutgers New Jersey Medical School, provides 24/7 expert medical treatment advice, drug information, and prevention education at no cost to the public through the Poison Help hotline; and

WHEREAS, the NJ Poison Control Center's specialized medical professionals (doctors, pharmacists, and nurses) provide accessible, free, and confidential poisoning/medical treatment advice and information to all; and

WHEREAS, the NJ Poison Control Center's services save healthcare dollars by eliminating thousands of unnecessary emergency department/room visits and result in shorter lengths of stay for patients hospitalized for poisoning; and

WHEREAS, the NJ Poison Control Center is instrumental in the surveillance and management of poisoning exposures across the state, including the use, misuse, and abuse of; medications, legal and illicit drugs, environmental contaminants, bioterrorism agents, and common household products and chemicals; and

WHEREAS, the NJ Poison Control Center is involved in New Jersey's efforts in homeland defense, counterterrorism, emergency preparedness and pandemic response, and biosurveillance; and

WHEREAS, the COVID-19 Hotline at the NJ Poison Control Center, a collaboration with the NJ Department of Health, has assisted nearly 90,000 additional callers to provide up-to-date, unbiased, accurate information as well as medical guidance and links to services; and

WHEREAS, unintentional poisoning is the leading cause of unintentional injury death in New Jersey outnumbering deaths by motor vehicles and firearms; and

WHEREAS, a poison is defined as anything that can cause harm if taken in the wrong amount, in the wrong way or by the wrong person; and

WHEREAS, although most reported poison exposures involve children five (5) years old and younger; most poisoning deaths occur in adults aged 20 to 59; and

WHEREAS, overdose deaths from prescription opioids, over-the-counter medications, and illegal drugs remain at epidemic proportions for both New Jersey and the United States; and

WHEREAS, lead exposure and carbon monoxide (CO) poisoning remain major public health concerns; and

WHEREAS, poison center experts encourage the public not to guess, wait for symptoms, or waste time looking up medical information online when potential poisoning exposures occur: call 1-800-222-1222, text 973-339-0702, or chat www.njpies.org; and

WHEREAS, all residents should save the Poison Help hotline in their cell, home, and office phones because a fast response can make all the difference in preventing serious injury and saving lives;

NOW, THEREFORE, I, Mayor James Freda, Borough of Kinnelon do hereby proclaim the week of March 21-27, 2021 as National Poison Prevention Week in New Jersey and encourage all citizens to pledge their commitment to ensuring the safety of themselves, their families, and their community.

Jackie (KN-4168)
Chen Settlement Resolution
111620

RESOLUTION NO. 3.06.21

RESOLUTION APPROVING STIPULATION OF SETTLEMENT OF TAX APPEAL BY CHEN, HONG YE AND TONG ON PROPERTY KNOWN AS BLOCK 23201, LOT 110 (203 SOUTH GLEN ROAD), BOROUGH OF KINNELON, MORRIS COUNTY, NEW JERSEY

WHEREAS, Hong Ye and Tong Chen filed tax appeals against the Borough of Kinnelon ("Borough") to the Tax Court of New Jersey for the Tax Year 2016, 2017, 2018, 2019 and 2020 challenging the assessment of real property known as Block 23201, Lot 110 (203 South Glen Road) as shown on the Official Tax Map of the Borough of Kinnelon; and

WHEREAS, there were negotiations between the parties and a settlement has been proposed and is being recommended by the Borough Attorney and the Borough Assessor; and

WHEREAS, the Governing Body desires to approve the same.

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Kinnelon, County of Morris, State of New Jersey, they being the Governing Body thereof as follows:

1. The settlement of the tax appeals for Block 23201, Lot 110 (203 South Glen Road) reducing the assessment of \$1,056,700 to \$1,000,000 for Tax Years 2017- 2020 is hereby authorized and approved.
3. The Borough Attorney is hereby authorized to sign the Stipulation of Settlement incorporating the complete agreement between the parties.
4. The Borough Assessor, Borough Attorney, Borough Tax Collector, employees, agents

or representatives of the Borough are hereby authorized to do whatever is necessary to effectuate the purpose of this Resolution.

5. This Resolution shall take effect immediately.

CERTIFICATION

I, Karen M. Iuele, Borough Clerk of the Borough of Kinnelon hereby certify the foregoing to be a true copy of a Resolution adopted by the governing body of the Borough of Kinnelon at a duly convened meeting held on March 18, 2021.



Karen M. Iuele, Borough Clerk

RESOLUTION # 3.07.21

BE IT RESOLVED, BY THE Mayor and Council of the Borough of Kinnelon, that a warrant be drawn to JACOBUS, JENNIFER ATF LEE, JOUNG YOON & NANCY M TRUSTEES in the amount of \$1,720.55 for overpayment of 2020 property taxes on Block 11703, Lot 115 known as 780 WEST SHORE DR, due to a successful State Tax Board appeal.

ROLL CALL: Councilman Yago
Councilman Roy
Councilman Mabey

Councilman Russo
Councilman Charles
Councilman Lorkowski

March 18, 2021
Judith O'Brien, CTC
Acting Tax Collector
Borough of Kinnelon

I, Karen M. Iuele, Deputy Borough Clerk, Borough of Kinnelon, hereby certify this resolution to be a true copy of the resolution which was duly passed at the regular meeting of the Borough of Kinnelon Mayor and Council March 18, 2021.

Date: 3/18/2021


Karen M. Iuele, Borough Clerk

RESOLUTION 03.08.21

AUTHORIZING HIRE OF A PART
TIME DISPATCHER WILLIAM A. MORERE

WHEREAS, the Police Department wish to hire a Part Time Dispatcher; and

WHEREAS, based on these interviews, it was determined that William Morere was the successful candidate; and

NOW, THEREFORE, BE IT RESOLVED, William Morere be hired as a Part Time Dispatcher, effective March 15, 2021 at \$16.50 per hour.

CERTIFICATION

I, Karen M. luele, Borough Clerk, do hereby certify this to be a true copy of a resolution duly adopted at the regular meeting of the Kinnelon Mayor and Council held on March 18, 2021.

Dated: March 18, 2021


Karen M. luele, Borough Clerk

RESOLUTION 03.09.21

AUTHORIZING SOIL DISTURBANCE PERMIT
20 WALNUT LANE, BLOCK 45502 LOT 114

WHEREAS, the Mayor and Council of the Borough of Kinnelon approves the Soil Disturbance Permit for 20 Walnut Lane, Block 45502 Lot 114; and

WHEREAS, Ryan Schmitt has met all the requirements and approvals 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, 20 Walnut Lane, Kinnelon NJ.

Dated: March 18, 2021



Karen M. Luele, RMC
Borough Clerk

RES. # 3.10.21

BE IT RESOLVED, by the Mayor and Council of the Borough of Kinnelon, New Jersey, that a warrant be drawn to Joseph Greco in the amount of \$3,758.74 representing a refund for overpayment of a duplicate billing on a 2020 Added Assessment of property taxes for Block 33401 Lot 104 also known as 333 Kinnelon Road, Kinnelon, New Jersey.

ROLL CALL: Councilman Yago
Councilman Doff
Councilman Mabry
Councilman Russo
Councilman Cleelin
Councilman Lorkenpli

March 18, 2021
Christopher Lauver, CTA
Tax Assessor
BOROUGH OF KINNELON

I, Karen M. Iuele, Borough Clerk, Borough of Kinnelon, hereby certify this to be a true copy of the resolution which was duly passed at the regular meeting of the Borough of Kinnelon Mayor and Council on March 18, 2021.

DATE: 3/18/2021


Karen M. Iuele, Borough Clerk

March 18, 2021

RESOLUTION 03.11.21


AUTHORIZING SOIL DISTURBANCE PERMIT
630 MOUNTAIN ROAD-BLOCK 11806 LOT 121

WHEREAS, the Mayor and Council of the Borough of Kinnelon approves the Soil Disturbance Permit for 630 Mountain Road, Block 11806 Lot 1121; and

WHEREAS, Wayne Johnson & Sons 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, 630 Mountain, Kinnelon NJ.

Dated: March 18, 2021



Karen M. Luele, RMC
Borough Clerk

RESOLUTION NO. 03.12.21

**DESIGNATING BLOCK 57601, LOTS 101 AND 102
A CONDEMNATION REDEVELOPMENT AREA
WITHIN THE BOROUGH OF KINNELON**

WHEREAS, N.J.S.A. 40A:12-6 authorizes the governing body of any municipality, by resolution, to have its Planning Board conduct a preliminary investigation to determine whether any area of the municipality is a redevelopment area; and

WHEREAS, pursuant to Resolution No. 10.01.19, adopted by the Borough Council on October 10, 2019, the Planning Board of Kinnelon Borough ("Planning Board") conducted an investigation to determine whether Block 57601, Lots 101 and 102 (the "Study Area") should be designated as a condemnation area in need of redevelopment and considered the redevelopment area study prepared by Jessica C. Caldwell, P.P., A.I.C.P. of J. Caldwell & Associates, entitled "Area in Need of Redevelopment Study" and dated September 2, 2020 (the "Study"); and

WHEREAS, the Planning Board conducted public hearings on November 5, 2020, January 7, 2021 and February 4, 2021, concerning the designation of the Study Area as a condemnation redevelopment area, and the meeting was open to the public and all members of the public had an opportunity to address questions and comments to the Planning Board; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-6, due notice of the public hearing was given to the property owners as mandated by the aforesaid statute and also notice was posted and published in accordance with the law; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-6, the Study included a map showing the boundaries of the Study Area being proposed as a condemnation redevelopment area and the location of the various parcels of property included therein.

WHEREAS, the Study prepared by Jessica C. Caldwell, P.P., A.I.C.P. of J. Caldwell & Associates, is adopted herein by reference; and

WHEREAS, all members of the Planning Board reviewed the Study for the Study Area and subsequent testimony provided by Ms. Caldwell; and

WHEREAS, by Resolution adopted March 4, 2021, the Planning Board prepared findings of fact and conclusions of law recommending that the Study Area be designated as a condemnation area in need of redevelopment; and

WHEREAS, the Planning Board found that the Study and testimony provided by Ms. Caldwell provided substantial, credible evidence that the Study Area qualifies as a condemnation area in need of redevelopment; and

WHEREAS, the Planning Board found the Study Area to be a blighted area as defined by the Supreme Court of New Jersey due to the lack of investment plaguing the Study Area. This lack of investment has resulted in a reduction in property value and in a lack of development in an area designated for growth. These conditions have an overall detrimental effect on the community. As a result, development of this area will not occur without governmental assistance; and

WHEREAS, the Planning Board concluded that the Study Area, as a whole, satisfies the criteria set forth pursuant to both N.J.S.A. 40A:12A-5 and N.J.S.A. 40A:12A-3; and

WHEREAS, the Planning Board adopted a resolution, adopted herein by reference, as its official report and recommendation to Borough Council that the above noted Study Area satisfies the statutory requirements set forth in N.J.S.A. 40A:12A-5 and should be declared a condemnation area in need of redevelopment; and

WHEREAS, the Governing Body has reviewed the Study for the Study Area and subsequent testimony provided by Ms. Caldwell and determines that it is in the best interest of the

Borough of Kinnelon to declare Block 57601, Lots 101 and 102 as a condemnation area in need of redevelopment pursuant to the Study and the report and recommendation of the Planning Board.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Kinnelon, County of Morris, State of New Jersey, that:

1. The Borough Council hereby accepts the report and recommendation of the Planning Board and designates Block 57601, Lots 101 and 102 as a condemnation area in need of redevelopment in accordance with N.J.S.A. 40A:12A-5.

2. The Borough Clerk, or her designee, is hereby directed to serve within ten (10) days a copy of this Resolution upon each person, if any, who filed a written objection to the Planning Board's recommendation, with service to be in a manner provided by N.J.S.A. 40A:12A-1 et seq., as amended.

3. This resolution shall take effect immediately.

Dated: March 18, 2021

James J. Freda, Mayor

ATTEST:

Karen M. Iuele, RMC
Borough Clerk

CERTIFICATION

I, Karen M. Iuele, Kinnelon Borough Clerk, hereby certify that the foregoing is a true and complete cop of the Resolution which was adopted by the Mayor and Council of the Borough of Kinnelon at the Regular Meeting held on the 18th day of March 2021.

RESOLUTION # 03.13.21
BOROUGH OF KINNELON
EMERGENCY RESOLUTION
N.J.S.A.40A:4-20 (TEMPORARY APPROPRIATIONS)

WHEREAS, pursuant to N.J.S.A 40A:4-19 the Borough Council of the Borough of Kinnelon adopted Resolutions to provide temporary funds for the period from January 1, 2021 until the adoption of the Operating Budget for the Borough of Kinnelon, New Jersey, and

WHEREAS, additional appropriations will be required from April 1, 2021 until the adoption of the budget, and

WHEREAS, N.J.S.A 40A:4-20 provides that the governing body by two-thirds vote may make temporary emergency appropriations for any purpose for which appropriations may lawfully be made for the period between the beginning of the current fiscal year and the date of the adoption of the budget for said year;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE BOROUGH OF KINNELON, NEW JERSEY, that:

1. The governing body by a two-thirds vote of the full membership hereby amends its temporary budget by making the following emergency temporary appropriations:

General	\$ 2,276,093.00
Water Utility	\$104,781.00
Sewer Utility	\$89,537.00

2. This action shall take effect March 18, 2021.
3. A copy of this resolution shall be immediately filed with the Director of Local Government Services by the Borough Clerk of the Borough of Kinnelon.

CERTIFICATION

I, Karen M. Iuele, Clerk of the Borough of Kinnelon in the County of Morris, do hereby certify that the foregoing resolution is a true copy of a resolution duly passed and adopted by the Governing Body at their meeting of March 18, 2021.


Karen M. Iuele, Borough Clerk

RESOLUTION 03.14.21

AWARD OF A NON-FAIR AND OPEN
FOR TITLE LINES
FOR THE BOONTON AVENUE
FIELDS AMOUNT NOT TO EXCEED
\$2,753.00

WHEREAS, the Borough of Kinnelon has a need to acquire professional services from a non-fair and open contract pursuant to provisions of N.J.S.A. 19:44A or 20.5 as appropriated; and

WHEREAS, the Borough agrees to retain Title Lines for the for the Boonton Avenue Fields, Block 34801 Lot 102, 180 Boonton Avenue, Boonton, New Jersey; and


WHEREAS, the CMFO has determined and certified in writing that the value of the services will not exceed \$2,753.00; and

WHEREAS, the governing body of the Borough of Kinnelon has certified that the professional services for the Kinnelon Mayor & Council provided by the below listed professionals will not exceed \$2,753.00.

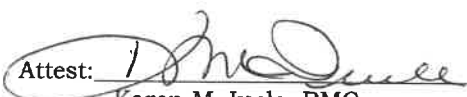
NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Kinnelon authorizes the Borough of Kinnelon to enter into professional contracts with the below professional services as described herein:

Title Line
15 Mendham Road
Gladstone, NJ 07934

Dated: March 17, 2021

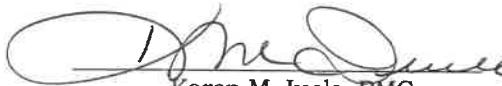

James J. Freda, Mayor

Attest:


Karen M. Iuele, RMC
Borough Clerk

I, Karen M. Iuele, Borough Clerk, do hereby certify this to be a true copy of a resolution which was duly passed at the regular meeting of the Kinnelon Mayor and Council held on March 18, 2021.

Dated: March 18, 2021


Karen M. Iuele, RMC
Borough Clerk

March 18, 2021

Title Lines

15 Mendham Road
Gladstone, NJ 07934
Telephone: (908) 234-2620 Fax: (908) 234-0157

Agent for: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

***** Proposed Invoice *****

Date: February 12, 2021

File Number: TBA

THE LAND CONSERVANCY OF NEW JERSEY Attn: Robert Santee, Project Manager 19 Boonton Avenue Boonton, NJ 07005	AMOUNT OF INSURANCE: FEE/PRICE \$270,000.00
Purchaser: Borough of Kinnelon Street: Boonton Avenue Municipality: Kinnelon County: Morris Project Name: Boonton Avenue Fields	INVOICE STATUS: Current PLEASE ORDER RUNDOWN 48 HOURS IN ADVANCE
Purchase/Special Rate	
Title – Owner’s Policy Premium	\$1,000.00
NJ Survey Endorsement	25.00
Tax and Assessments	30.00
Upper Court Searches	28.00
Corporate Status Report	30.00
NOS Recording Charge	20.00
Document Filing Fee	5.00
County Search	1,500.00
Company Exam	100.00
TMP Fee	15.00
	Amount Paid \$2,753.00
	Balance Due \$

This property has title issues. It took several days to track down a deed for this property in order to provide this quote. I finally was able to locate an 1893 deed into a prior owner but have not yet found a deed into the Town of Boonton or the Water Company. At the moment title appears to remain in the prior owner. So far my costs are \$500.00.

This invoice supercedes any/all prior invoices

NOTE: THIS INVOICE IS SUBJECT TO CHANGE. FINAL TOTAL INVOICE MUST BE VERIFIED AT CLOSING. THIS INVOICE IS SUBJECT TO CANCELLATION CHARGES. PLEASE CALL FOR APPROPRIATE CHARGES.

The Insurance Commissioner has directed that a statement detailing each pass-through search charge must be supplied to the Purchaser / Borrower / Lessee in each insured transaction

ORDINANCE NO. 03-21

**AN ORDINANCE AMENDING SECTION 219-3.E.(2)
OF CHAPTER 219, FOOD ESTABLISHMENTS AND
FOOD AND BEVERAGE MACHINES, RETAIL, OF
THE CODE OF THE BOROUGH OF KINNELON**

WHEREAS, pursuant to N.J.S.A. 40:48-1, the governing body of a municipality may make, amend, repeal, and enforce ordinances to manage regulate and control the finances and property of the municipality; and

WHEREAS, the Borough of Kinnelon desires to amend Section 219-3.E.(2) of Chapter 219, Food Establishments and Food and Beverage Machines, Retail, of the Code of the Borough of Kinnelon to reduce the annual fee for mobile food and drink licenses to \$50.00.

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

SECTION ONE. Section 219-3.E.(2) of Chapter 219, Food Establishments and Food and Beverage Machines, Retail, of the Code of the Borough of Kinnelon, Morris County, New Jersey is hereby deleted in its entirety and replaced by the following:

(2) Annual fee: \$50

SECTION TWO. All Ordinances of the Borough of Kinnelon which are inconsistent with the provisions of this Ordinance are hereby repealed as to the extent of such inconsistency.

SECTION THREE. If any section, subsection, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by any Court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

March 18, 2021

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 March 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 April 15, 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 R. Roy 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 February 2021, the Tax Collector's Report indicated we collected \$10,673,244.96 in taxes.

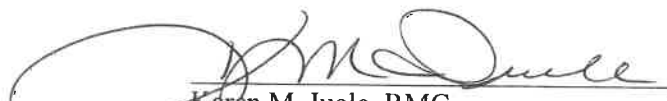
INVESTMENT OFFICER'S REPORT:

A total of \$1,455.29 was collected in interest for the month of February 2021.

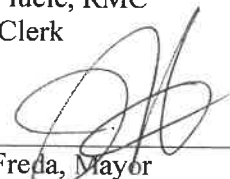
ADJOURNMENT:

This meeting adjourned at approximately 10:30 p.m. on motion by Councilman R. Roy with the unanimous affirmative voice vote of all present.

Respectfully submitted,



Karen M. Iuele, RMC
Borough Clerk



James J. Freda, Mayor