

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, August 26, 2021 in the Kinnelon Municipal Building.

There was a Salute to the Flag, after which the Borough Clerk, Karen 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 10, 2021 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, Sean Mabey, Vincent Russo, Randall Charles and James Lorkowski.

TREASURER'S REPORT:

The Treasurer's Report for August 2021, indicated we started out with cash on hand as of July 1, 2021, in the amount of \$4,667,689.28. Receipts for the month of July totaled \$4,035,615.50, with disbursements amounting to \$4,489,024.41. The new balance on hand as of July 31, 2021 was \$4,214,280.37.

HEARING FROM THE PUBLIC:

Mayor Freda asked if anyone from the public wishes to be heard.

William Saks, 37 Banta Road, thanked everyone that was involved in the annual Friends of the Kinnelon Library Book Sale. The Book Sale was a successful event again.

Nancy Mc Murrer-16 Cliff Trail, Jessica Marsh-39 Fayson Lake Road and Barbara Hale-37 Fayson Lakes Road all spoke on the guard rail that was placed on Fayson Lakes Road and Cliff Trail. They would like to have it removed, it is a hazard to the children walking to the Fayson Lakes beach, they cannot get out of the way of cars that are coming to close to them. They are going to get pinned up against the guard rail and something serious is going to happen.

Jennifer Portman, 30 Highlands Drive ask if the Mayor and Council will be doing a resolution to supporting the parents and children on masks in school, and it is the parents' choice.

Mayor Freda asked if anyone else from the public wishes to speak at this time. Hearing none, Mayor Freda closed this portion of the meeting.

PAYMENT OF BILLS AS SUBMITTED BY THE TREASURER

A motion was offered by Councilman S. Mabey and seconded by Councilman V. Russo for the payment of bills dated August 26, 2021.

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BOROUGH OF KINNELON
Check Register By Check Date

11:27 AM

Range of Checking Accts: First to Last Range of Check Dates: 07/16/21 to 12/31/21
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GENERAL		General Account Account Payab			
22822	07/21/21	ANY01 ANY EXCUSE FOR A PARTY, INC	200.00		4878
22823	07/21/21	BLA05 DAMARIS BLANCO	100.00		4878
22824	07/21/21	NOR13 NORTH JERSEY MUNICIPAL	3,678.00		4878
22825	07/21/21	SHA03 THE SHADE TREE DEPARTMENT LLC	1,150.00		4878
22826	08/03/21	AJ01 AJ'S PIZZA	370.00		4879
22827	08/19/21	CAB01 OPTIMUM	58.59		4880
22828	08/19/21	CAB02 OPTIMUM	156.18		4880
22829	08/19/21	CAB03 OPTIMUM	116.18		4880
22830	08/19/21	CAB04 OPTIMUM	116.18		4880
22831	08/19/21	CAB05 OPTIMUM	116.18		4880
22832	08/19/21	CAB06 OPTIMUM	176.13		4880
22833	08/19/21	CAB07 OPTIMUM	116.18		4880
22834	08/19/21	CAB08 OPTIMUM	216.18		4880
22835	08/19/21	CAB09 OPTIMUM	116.18		4880
22836	08/19/21	CAB10 OPTIMUM	348.33		4880
22837	08/19/21	CAB11 OPTIMUM	347.66		4880
22838	08/19/21	EXT01 EXTRA SPACE STORAGE	795.00		4880
22839	08/19/21	HAI04 ELLEN HAID	187.21		4880
22840	08/19/21	LAK02 LAKELAND BANK EQUIP FINANCE	6,027.75		4880
22841	08/19/21	PSE01 P.S.E. & G.	159.95		4880
22842	08/19/21	VER06 VERIZON WIRELESS	342.93		4880
22843	08/19/21	VER11 VERIZON WIRELESS - KPD	152.04		4880
22844	08/19/21	VER15 VERIZON CONNECT NWF, INC	528.89		4880
22845	08/26/21	4IM01 4imprint, Inc.	1,239.96		4881
22846	08/26/21	AC A.C. DAUGHTRY INC.	269.97		4881
22847	08/26/21	ACT04 ACTION DATA SERVICES	2,359.28		4881
22848	08/26/21	AFF02 AFFILIATED TECHNOLOGY	1,353.01		4881
22849	08/26/21	AIR03 AIR GROUP	2,525.00		4881
22850	08/26/21	ALL02 ALL SERVICE INC.	193.65		4881
22851	08/26/21	ALL04 ALLIED OIL COMPANY	7,037.45		4881
22852	08/26/21	ALL16 ALL WET IRRIGATION LLC	512.05		4881
22853	08/26/21	AUT05 THE AUTO PARTS SOURCE	0.00	08/26/21 VOID	0
22854	08/26/21	AUT05 THE AUTO PARTS SOURCE	2,041.70		4881
22855	08/26/21	BAL01 BALCO IND. INC.	790.40		4881
22856	08/26/21	BAR25 LUIS BARBOZA	100.00		4881
22857	08/26/21	BARDO005 BARDO, EZRA & ERIKA	2,058.84		4881
22858	08/26/21	BIS02 BISHOP'S ICE CREAM	540.00		4881
22859	08/26/21	BOR BOROUGH OF BUTLER	47,058.33		4881
22860	08/26/21	BOR01 BOROUGH OF BUTLER ELECTRIC	6,760.74		4881
22861	08/26/21	BOR11 BOROUGH OF BLOOMINGDALE	65,894.25		4881
22862	08/26/21	BRA05 BRAEN SUPPLY, INC	1,212.00		4881
22863	08/26/21	BSN01 BSN SPORTS LLC	1,005.00		4881
22864	08/26/21	BUKAS005 BUKAS, YUNNA	517.20		4881
22865	08/26/21	BUS08 BUSINESS INFORMATION SYSTEMS	2,810.00		4881
22866	08/26/21	BUZ01 THE BUZAK LAW GROUP, LLC.	11,598.11		4881
22867	08/26/21	CAM05 CAMPBELL FOUNDRY COMPANY	497.00		4881
22868	08/26/21	CER01 CERTIFIED SPEEDOMETER SERVICE	220.00		4881
22869	08/26/21	CHA10 CHALLENGER FENCE INC	9,855.00		4881
22870	08/26/21	CHI01 CHILTON OCCUPATIONAL HLTH CTR	415.00		4881

BOROUGH OF KINNELON
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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
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22871	08/26/21	CIN05 CINTAS CORPORATION #111	447.66	4881
22872	08/26/21	CIT05 CIT FINANCE LLC	591.50	4881
22873	08/26/21	COO03 COOPERATIVE COMMUNICATIONS INC	3,109.13	4881
22874	08/26/21	DAN01 DAN COMO & SONS INC.	3,960.00	4881
22875	08/26/21	DAR01 DARMOFALSKI ENGINEERING ASSOC.	4,500.00	4881
22876	08/26/21	DAV07 DAVE'S TIRE, LLC	166.00	4881
22877	08/26/21	DEB03 DE BLOCK ENVIRONMENTAL SERVICE	36,920.61	4881
22878	08/26/21	DEM02 ELIZABETH A. DEMARTINO	165.00	4881
22879	08/26/21	DOR06 DORSEY & SEMRAU, LLC	468.00	4881
22880	08/26/21	EDM01 EDMUNDS GOVTECH	350.00	4881
22881	08/26/21	EJG01 EJG SPORTS	442.49	4881
22882	08/26/21	EME02 EMERGENCY MEDICAL PRODUCTS INC	359.81	4881
22883	08/26/21	EMR EMR Power Systems, LLC	640.00	4881
22884	08/26/21	EVO01 EVOGOV, INC.	400.00	4881
22885	08/26/21	FAM03 T&J FAMULARO LANDSCAPE AND	1,800.00	4881
22886	08/26/21	FAM04 GIANNA FAMULARO	200.00	4881
22887	08/26/21	FAS02 FASTSIGNS	224.00	4881
22888	08/26/21	FER03 ANN FERRARA	300.00	4881
22889	08/26/21	FER21 SAMANTHA FERRETTI	200.00	4881
22890	08/26/21	FIN06 STEPHANIE FINKE	5,165.00	4881
22891	08/26/21	FIN07 FINEST PHONES COMMUNICATIONS	1,690.00	4881
22892	08/26/21	GAR01 GARDEN STATE HIGHWAY PROD., INC	367.00	4881
22893	08/26/21	GAR12 GARDEN STATE PAVING	100.00	4881
22894	08/26/21	GOM02 GOMM'S TIRE	675.00	4881
22895	08/26/21	GRA01 GRAINGER INC.	14.45	4881
22896	08/26/21	GRA12 CHERYL GRANDE	1,278.43	4881
22897	08/26/21	GSB01 GLATFELTER SPECIALTY BENEFITS	642.00	4881
22898	08/26/21	HAW HAWKINS, DELAFIELD & WOOD	7,093.89	4881
22899	08/26/21	HOF05 HOFFMAN SERVICES, INC	450.00	4881
22900	08/26/21	HOM02 HOME DEPOT CREDIT SERVICE	135.98	4881
22901	08/26/21	HOR04 HORIZON OFFICE EQUIPMENT	255.00	4881
22902	08/26/21	INT03 INTERNATIONAL AUTO BODY	9,781.44	4881
22903	08/26/21	IUE01 KAREN IUELE	110.00	4881
22904	08/26/21	JCP01 JCP&L	19.63	4881
22905	08/26/21	JES01 JESCO, INC.	817.72	4881
22906	08/26/21	JIM01 JIMMY THE SHOE DOCTOR	334.90	4881
22907	08/26/21	KEY02 CARYL KEYSER	51.47	4881
22908	08/26/21	KIN08 KINNELON VOLUNTEER FIRE CO.	24,017.22	4881
22909	08/26/21	KIN09 KINNELON BOARD OF EDUCATION	3,321,495.67	4881
22910	08/26/21	KIN24 KINNELON BOYS YOUTH LACROSSE	7,735.00	4881
22911	08/26/21	KYB01 KYBA	2,085.00	4881
22912	08/26/21	LAK13 LAKELAND AUTO PARTS	57.45	4881
22913	08/26/21	LAK14 LAKELAND JUNIOR TRACK & FIELD	625.00	4881
22914	08/26/21	LAW07 LAWSOFT INC.	695.00	4881
22915	08/26/21	LEW02 CYNTHIA LEWIS	450.00	4881
22916	08/26/21	LIF02 LIFESAVERS, INC.	413.76	4881
22917	08/26/21	LOE01 LOEFFEL'S WASTE OIL SERVICE	145.20	4881
22918	08/26/21	MAG01 THOMAS MAGILL	178.00	4881
22919	08/26/21	MAN09 ANTHONY MANNA	200.00	4881
22920	08/26/21	MAT04 MATTHIJSSSEN, INC.	4,481.25	4881
22921	08/26/21	MCANJ MCANJ	100.00	4881
22922	08/26/21	MCC03 BRAYDEN MCCORMICK	200.00	4881

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
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		Account Payab			
		Continued			
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22924	08/26/21	MGL01 M.G.L. PRINTING SOLUTIONS	842.50		4881
22925	08/26/21	MIC02 MICROSYSTEMS-NJ.COM, L.L.C.	13.00		4881
22926	08/26/21	MID05 MID-ATLANTIC TRUCK CENTRE	284.63		4881
22927	08/26/21	MON08 MONTAGUE TOOL & SUPPLY	2,003.98		4881
22928	08/26/21	MOR02 MORRIS CO LEAGUE OF MUNICIPAL.	100.00		4881
22929	08/26/21	MOR21 MORRIS COUNTY M.U.A.	43,705.93		4881
22930	08/26/21	MUC01 CHRISTOPHER MUCCI	25.50		4881
22931	08/26/21	MUN02 MUNICIPAL RECORD SERVICE INC.	1,114.00		4881
22932	08/26/21	NEO01 QUADIENT, INC.	136.80		4881
22933	08/26/21	NES01 NESTLE PURE LIFE DIRECT	293.41		4881
22934	08/26/21	NJD07 NJ DEPT HEALTH & SENIOR SERV	53.40		4881
22935	08/26/21	NJLM01 NEW JERSEY STATE LEAGUE	60.00		4881
22936	08/26/21	NOR02 NORTH JERSEY MEDIA GROUP	217.33		4881
22937	08/26/21	NOR13 NORTH JERSEY MUNICIPAL	3,854.00		4881
22938	08/26/21	NOR18 NORTHEAST COMMUNICATIONS, INC.	409.68		4881
22939	08/26/21	NOR20 Northeastern Arborist Supply	6,265.06		4881
22940	08/26/21	NOR22 NORTH JERSEY WATER CONFERENCE	600.00		4881
22941	08/26/21	NOR24 NORTHEAST FLAGS	190.00		4881
22942	08/26/21	ONE02 ONE CALL CONCEPTS, INC.	125.84		4881
22943	08/26/21	ONE03 ONE SOURCE OF NEW JERSEY LLC	722.05		4881
22944	08/26/21	ORI01 ORIENTAL TRADING COMPANY	149.85		4881
22945	08/26/21	PIO03 PIONEER ATHLETICS	197.90		4881
22946	08/26/21	POW05 PowerDMS, INC.	5,276.38		4881
22947	08/26/21	RAC02 RACHLES/MICHELE'S OIL CO., INC	1,704.50		4881
22948	08/26/21	REE03 JOSEPH REED	100.00		4881
22949	08/26/21	ROU01 ROUTE 23 AUTO MALL	1,082.92		4881
22950	08/26/21	SAL01 SBI MATERIALS, LLC	449.36		4881
22951	08/26/21	SCH30 MELANIE SCHUCKERS	202.02		4881
22952	08/26/21	SHA03 THE SHADE TREE DEPARTMENT LLC	1,280.63		4881
22953	08/26/21	SHE12 THE SHERWIN WILLIAMS CO.	721.73		4881
22954	08/26/21	SIT01 SITEONE LANDSCAPE SUPPLY, LLC	959.68		4881
22955	08/26/21	SKY05 SKYTOP RECYCLING	600.00		4881
22956	08/26/21	SS01 S & S WORLDWIDE, INC.	2,708.70		4881
22957	08/26/21	STA STAPLES ADVANTAGE, DEPT NY	0.00	08/26/21 VOID	0
22958	08/26/21	STA STAPLES ADVANTAGE, DEPT NY	961.48		4881
22959	08/26/21	STA05 STATE OF NEW JERSEY PWT	128.73		4881
22960	08/26/21	STA30 STATE TOXICOLOGY LABORATORY	135.00		4881
22961	08/26/21	SWA02 SWANK MOTION PICTURES, INC.	435.00		4881
22962	08/26/21	THE18 THE STATE CHEMICAL SOLUTIONS	921.58		4881
22963	08/26/21	THY01 THYSSENKRUPP ELEVATOR CORP.	1,738.05		4881
22964	08/26/21	TIL01 TILCON NEW YORK INC.	895.64		4881
22965	08/26/21	TRA10 TRAINING UNLIMITED, LLC	300.00		4881
22966	08/26/21	TRA11 TRANSUNION RISK & ALTERNATIVE	500.00		4881
22967	08/26/21	TRE02 TREASURER, STATE OF NEW JERSEY	350.00		4881
22968	08/26/21	TRE11 TREASURER, STATE OF NEW JERSEY	360.00		4881
22969	08/26/21	TRI20 TRIONAID ASSOCIATES	60.00		4881
22970	08/26/21	TRU02 TRUGREEN	131.19		4881
22971	08/26/21	TUR01 TURN-OUT UNIFORMS INC.	1,903.39		4881
22972	08/26/21	TYR01 TYREX RESOURCES LLC	954.00		4881
22973	08/26/21	UNI22 UNIFIRST-FIRST AID + SAFETY	84.33		4881
22974	08/26/21	URB03 LISA URBAN	2,250.00		4881

BOROUGH OF KINNELON
Check Register By Check Date

11:27 AM

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GENERAL General Account Account Payab Continued					
22975	08/26/21	WAS04 WASH HOUNDS	396.00		4881
22976	08/26/21	WAY01 WAYNE TRANSMISSION	4,176.82		4881
22977	08/26/21	WEI07 WEINER LAW GROUP LLP	900.00		4881
22978	08/26/21	WIN06 WIND RIVER ENVIRONMENTAL	2,175.63		4881
22979	08/26/21	ZUI DAVID ZUIDEMA, INC.	975.00		4881
Checking Account Totals <u>Paid</u> <u>Void</u> <u>Amount Paid</u> <u>Amount Void</u>					
		Checks:	156	2	3,728,850.96 0.00
		Direct Deposit:	0	0	0.00 0.00
		Total:	156	2	3,728,850.96 0.00
PLANNING 2 Columbia Bank					
1835	08/26/21	DAR01 DARMOFALSKI ENGINEERING ASSOC.	1,625.00		4882
Checking Account Totals <u>Paid</u> <u>Void</u> <u>Amount Paid</u> <u>Amount Void</u>					
		Checks:	1	0	1,625.00 0.00
		Direct Deposit:	0	0	0.00 0.00
		Total:	1	0	1,625.00 0.00
Report Totals <u>Paid</u> <u>Void</u> <u>Amount Paid</u> <u>Amount Void</u>					
		Checks:	157	2	3,730,475.96 0.00
		Direct Deposit:	0	0	0.00 0.00
		Total:	157	2	3,730,475.96 0.00

Totals by Year-Fund and Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	0-01	2,068.00	0.00	0.00	2,068.00
WATER FUND	0-05	842.50	0.00	0.00	842.50
	Year Total:	2,910.50	0.00	0.00	2,910.50
CURRENT FUND	1-01	3,584,521.05	0.00	0.00	3,584,521.05
WATER FUND	1-05	70,337.23	0.00	0.00	70,337.23
SEWER FUND	1-07	17,953.74	0.00	0.00	17,953.74
	Year Total:	3,672,812.02	0.00	0.00	3,672,812.02
	C-04	5,501.45	0.00	0.00	5,501.45
DOG TAX	D-13	53.40	0.00	0.00	53.40
STATE AND FEDERAL GRANTS	G-02	2,178.39	0.00	0.00	2,178.39
RECREATION SPECIAL	R-16	26,584.55	0.00	0.00	26,584.55
	S-20	200.00	0.00	0.00	200.00
	V-27	10,774.36	0.00	0.00	10,774.36
RECYCLE FUND	Y-21	7,836.29	0.00	0.00	7,836.29
	Total of All Funds:	3,728,850.96	0.00	0.00	3,728,850.96

Project Description	Project No.	Project Total
630 MOUNT. RD WAYNEJ 11806121	11806121	125.00
62 GREENHILL #11906102A BALICK	11906102A	375.00
22 Lincoln BOA#1525 wilkins	1525	250.00
WJOHNSON #22901133 118 S GLEN	22901133	250.00
9 MIDLAND TRL SOSNIAK 45601128	45601128	250.00
2 ROUND HILL-56401101-TANGORRA	56401101	125.00
SOIL LALLY 3 WOODLND #57501135	57501135	250.00
Total of All Projects:		<u>1,625.00</u>

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.

- a. Resolution: 8.01.21 Award of a Non-Fair and Open Assessment Boonton Avenue Field – Envirotactics \$8,630.00 Memorialized 8/10/2021
- b. Resolution: 8.02.21 Award of a Non-Fair and Open Professional Services Land Surveyors – DMC Assoc. - \$4,900.00 Memorialized 8/10/2021
- c. Resolution: 08.03.21 Award of a Non-Fair and Open Professional Services-Appraisal Service – Associated Appraisal Group, \$7,000.00 Memorialized 8/10/2021
- d. Resolution: 08.04.21 Award of a Non-Fair and Open Professional Services-HVAC Engineering Services – Roxbury Engineering Associates, LLC \$14,000.00 Memorialized 8/10/2021
- e. Resolution: 08.05.21 Authorizing the Issuance of Not Exceeding \$1,304,000 Bond Anticipation Notes
- f. Resolution:08.06.21 Overpayment Property Taxes 2019 – Block 11701 Lot 115 – 760 West Shore Drive - \$517.20
- g. Resolution: 08.07.21 2021 Borough of Kinnelon Salary Resolution
- h. Resolution: 08.08.21100% Disabled Veteran Overpayment Property Taxes-2021-251 Long Meadow Road- Block 11103 Lot 103 - \$2,058.84
- i. Resolution: 08.09.21 Salary Resolution for Kinnelon Deputy Registrar Ellen Haid
- j. Resolution: 08.10.21 Salary Resolution for Kinnelon Registrar Jennifer Stillman
- k. Resolution: 08.11.21 Appointment of Councilman V. Russo as Kinnelon Borough Representative for Dial-A-Ride
- l. Resolution: 08.12.21 Soil Disturbance – 9 Midland Trail –
- m. Resolution: 08.13.21 Soil Disturbance – 198 Kinnelon Road – Block 22401 Lot 115
- n. Resolution: 08.14.21 Authorize Mayor to sign Contract- Serpico Pyrotechnics Fireworks -Oct 16, 2021- K-Fest
- o. Resolution: 08.15.21 Authorize Acceptance of SFY2021 Body-Worn Camera Grant Program
- p. Resolution:08.16.21 Award of a Non-Fair and Open Professional Services Contract -Izenberg Appraisal Associates to Provide Municipal Appraiser Services
- q. Resolution: 08.17.21 Soil Disturbance Permit-286 Brook Valley Road-Block 56101 Lot 106
- r. Resolution: 08.18.21 Chapter 159 Department of Transportation Grant to the 2021 Municipal Budget \$265,000

RESOLUTION 08.01.21

AWARD OF A NON-FAIR AND OPEN
FOR PRELIMINARY ASSESSMENT
REPORT FOR THE BOONTON AVENUE
FIELDS AMOUNT NOT TO EXCEED
\$8,630.00

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 Envirotactics for the Preliminary Assessment Report 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 \$8,630.00; and

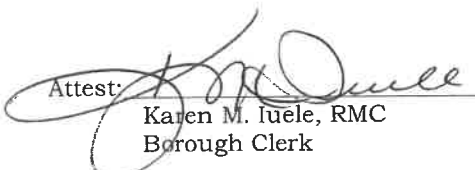
WHEREAS, the governing body of the Borough of Kinnelon has certified that the professional services for the Kinnelon Mayor & Council provided by the below listed professionals will not exceed \$8,630.00.

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:

Envirotactics, Inc.
1330 Laurel Ave
Sea Girt, NJ 08750

Dated: August 10, 2021


James J. Fréda, 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 August 10, 2021.

Dated: August 10, 2021


Karen M. Iuele, RMC
Borough Clerk



June 21, 2021

The Borough of Kinnelon
130 Kinnelon Road
Kinnelon, NJ 07405

**Re: Price Estimate for Site Investigation Services
Boonton Avenue Recreational Facility
180 Boonton Avenue
Block 34801, Lot 102
Kinnelon Borough, Morris County, New Jersey
Envirotactics Estimate #5381.1**

To Whom it May Concern:

Envirotactics, Inc. is pleased to present this price estimate to provide Site Investigation services at the above referenced property for your review and approval.

Background

Envirotactics completed a Preliminary Assessment Report (PAR) of the subject property during May 2021. The PAR revealed evidence of the following area of concern (AOC) in connection with the subject property:

- **AOC 1 – Potential Historic Fill Material**

According to the NJDEP's historic fill maps, southeastern portion subject property is identified as being located in an area with historic fill. This area currently consists of an asphalt parking lot. Historic fill material is material generally deposited to raise the topographic elevation of the site, which was contaminated prior to emplacement and was used extensively throughout the State. The historic fill was likely utilized to construct Boonton Avenue between the two adjacent water bodies. The potential for the presence of historic fill material is considered an AOC. Envirotactics recommends conducting a site investigation of the historic fill material AOC in accordance with the NJDEP's Historic Fill Material Technical Guidance document dated April 29, 2013.

Purpose

The purpose of the proposed site investigation is to determine if the soils along the southeastern portion of the subject property has been impacted by the mapped historic fill material. Accordingly, the following presents the tasks for the scope of work to be performed to address the AOC outlined above in accordance with NJDEP requirements.

TASK 1: PROJECT MANAGEMENT

This task will be associated with project management time incurred by Envirotactics', Senior Project Manager and Project Manager assigned to the project (i.e. phone calls, emails, data evaluation, correspondence to client/NJDEP, etc.).

Envirotactics, Inc.
1330 Laurel Ave.
Building 3
Sea Girt, NJ 08750

Phone 732.449.0077
Fax 732.449.5810
www.envirotactics.com

Task 2: Site Investigation of Mapped Historic Fill

Envirotactics reviewed the NJDEP's Historic Fill map for the subject property. Based on a review of the map, the subject property's southeastern boundary is located in an area identified as consisting of historic fill. Since the subject property trying to obtain funding from the NJDEP's Green Acres program, it is recommended that the mapped historic fill be investigated. Historic fill typically contains contaminants above the NJDEP Soil Remediation Standards. Envirotactics will perform the site investigation of the historic fill per the NJDEP's Historic Fill Material Technical Guidance document dated April 29, 2013.

Envirotactics will mobilize a track-mounted Geoprobe drill rig to install up to 4 to 6 soil borings at the site to a depth of approximately ten (10) feet below grade. All soil borings will be field-screened using a photo-ionization detector (PID) and using visual and olfactory techniques to identify any potentially contaminated depth intervals. All soil samples will be submitted to a NJDEP certified laboratory for analysis. The soil samples will be collected pursuant to N.J.A.C. 7:26E-3.4 to document that the historic fill material is not contaminated above the residential soil remediation standards (N.J.A.C. 7:26D-4) and as follows:

- Install up to four (4) soil borings along the eastern portion of the site to document the absence or presence of any historic fill material.
- Select a minimum of two sample locations per acre of historic fill material (regardless of site size);
- Analyze soil samples for the EPA Target Compound List (TCL) Polynuclear Aromatic Hydrocarbons (PAHs) and EPA Target Analyte List (TAL metals). Twenty-five percent of all samples collected should be analyzed for complete TCL/TAL analysis and Extractable Petroleum Hydrocarbons (EPH) with a minimum of one sample, per stratum/fill type, per site;
- Install up to two (2) additional borings west of the mapped historic fill material for horizontal delineation purposes. Up to two (2) soil samples will be collected and initially put on hold pending the results of the initial samples collected at the site. If the initial soil samples detect contaminant concentrations above any applicable NJDEP Soil Remediation Standard, the contingency analysis will be activated in an effort to establish the horizontal and vertical extent of any contamination.
- Additional soil sample volume will also be collected for contingency analysis for the synthetic precipitation leaching procedure (SPLP) for any TAL metal or PAH exceedance (if applicable). This cost estimate includes the unit pricing for the SPLP contingency analysis. The client will be notified prior to activating any contingency analysis.

TASK 3: NJDEP Reporting – Site Investigation Report

Upon completion of soil sampling and receipt and evaluation of analytical results that show compliance with all applicable NJDEP Soil Remediation Standards, a Site Investigation Report (SIR) will be prepared for submittal to the NJDEP's Green Acres program. Following the receipt of laboratory analytical data, a Data Usability Evaluation (DUE) will be conducted to document that the data complies with the reporting requirements specified in the NJDEP's SRRA, ARRCs, and TRSR.

The SIR will summarize site investigation activities conducted to confirm the absence or presence of any contaminated historic fill material. In the event soil contamination is detected, additional investigation, reporting and remedial action tasks will be required. The costs to perform any additional remedial investigation and/or remediation are not included in this price estimate. The costs to conduct the additional remedial investigation, remediation and reporting tasks will be provided under separate cover.

This task does not include any NJDEP annual review fees or non-compliance fees incurred by the NJDEP. The client will be responsible for all fees.

Summary of Task Pricing Estimate

The estimated time and materials price to complete the scope of work outlined in this price estimate is **\$8,630**. A breakdown of the proposed work is attached. Please note that this price reflects the estimated time and materials to complete the tasks. The prices to be invoiced will reflect the actual time spent and materials used for the completion of these tasks.

Scheduling and Access

Envirotactics will begin the scope of work outlined above within two weeks of authorization to proceed. Note that this proposal assumes that although efforts will be made to work around any constraints, that the proposed investigation locations will be accessible at the time of work.

Out of Scope of Services

The following services are considered Out-of-Scope for this price estimate. Pricing and authorization for any work required or requested for the completion of the following services will be provided under separate cover.

- Licensed Site Remediation Professional (LSRP) Services
- NJDEP fees or expedited laboratory turnaround surcharges;
- Additional soil sampling beyond the above scope of work;
- Groundwater investigation or sampling;
- Remediation of soil;
- Remedial planning or remedial action;
- Preparation of a Remedial Investigation or Remedial Action Report;
- Preparation of a Deed Notice or Remedial Action Permit for Soils;
- Additional meetings and revisions beyond the above scope of work;
- Any other item not specifically outlined in the above scope of work.

Conditions

1. AGREEMENT

- a) This Agreement between Envirotactics, Inc. (Envirotactics) and Client entails the entire agreement and understanding between the parties with respect to the proposed scope of services as outlined in this price estimate.
- b) Written authorization and deposit are required prior to scheduling work.
- c) This price estimate is valid for ninety (90) days from the date of the price estimate.
- d) Rates are subject to change January 1 and July 1 of each year. Client will be notified prior to any rate changes.
- e) The above price excludes any local, State or Federal fees (including permits, NJDEP Annual Remediation Fees or registration fees, review fees, or non-compliance fees) unless otherwise specified.
- f) This price estimate excludes fee increases or regulatory changes that affect the project or design. Any increased regulatory fee changes or compliance items will be the responsibility of the Client.

2. STANDARD OF SERVICES AND WARRANTY

- a) Services performed by Envirotactics under this Agreement will be conducted with the level of care and skill exercised by members of the same profession currently practicing under similar conditions. No other representation, express or implied, and no warranty or guarantee is included in this Agreement, or as to any report, opinion, document or otherwise.

3. RIGHT OF ENTRY AND UTILITIES

- a) When required to enter private property we do so with the permission of the Client and are not responsible for damage resulting there from.
- b) To the fullest extent permitted by law, Client shall waive any claim against Envirotactics and its subcontractors and shall indemnify, defend and hold them harmless from any claim or liability for injury or loss arising from damages to, or contact with, subterranean structures or utilities which are not identified by the utility mark out, or are not called to Envirotactics' attention and/or not correctly shown on the plans furnished to Envirotactics. Damage of any utilities not identified by the utility mark-out service or the Client is not the responsibility of Envirotactics.

4. BILLING AND PAYMENT TERMS

- a) A completed Customer Credit Application, written authorization and deposit are required prior to scheduling of any work.
- b) Deposit will be applied to final invoice.
- c) Please note that the pricing provided in this proposal is an estimate. Invoicing will occur monthly. Fixed fee tasks will be invoiced on a percent complete basis. Time & expense tasks will be invoiced in accordance with the rates provided.
- d) Unless specified, the pricing provided is not to be considered as a guaranteed maximum price or "Not to Exceed".
- e) For the performance of its services, Envirotactics shall be paid by the Client in accordance with the Agreement. Payment is due upon receipt of invoice and is past due thirty (30) days from the date of each invoice. The Client agrees to pay a finance charge of one and one-half percent (1.5%) per month on past due accounts. If the invoice must be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by Envirotactics.
- f) If the Client objects to all or any portion of an invoice, the Client shall so notify Envirotactics, in writing, of its objection within fifteen (15) days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.
- g) If payment to Envirotactics is not maintained current, Envirotactics may suspend further performance and withhold all data from the Client until account is restored.
- h) If at any point during the project the Client cancels the scope of work authorized by this price estimate, the Client is responsible for payment of all unbilled time up until the point of cancellation.
- i) Final reports will be submitted upon receipt of payment.

5. MANAGEMENT AND USE OF DOCUMENTS

- a) Reuse of reports or other materials by the Client without written permission from Envirotactics for the specific purpose intended shall be at the user's sole risk, without any liability whatsoever to Envirotactics.
- b) Client agrees not to add to, modify or alter in any way, or to allow others to add to, modify or alter in any way, electronic documents or any printed copies thereof, unless Client has received the express written consent of Envirotactics to do so.
- c) Only the client may rely on the documentation delivered unless written authorization is provided by Envirotactics.
- d) Documentation provided to Envirotactics is not deemed confidential unless designated in writing.

6. INSURANCE

- a) Envirotactics maintains workers' compensation, employer's liability insurance, \$2,000,000 comprehensive general liability, \$1,000,000 automobile, \$1,000,000 of professional liability, and \$3,000,000 umbrella liability insurance coverage. Certificates of insurance evidencing such coverage shall be provided upon request.

7. LIMITATIONS OF LIABILITY

- a) Envirotactics liability for this project is limited to the total cost of the project as outlined in this price estimate.
- b) Envirotactics is not liable for damages caused by delays in performance of the services, which may arise from events beyond reasonable control.
- c) Nothing contained within this agreement shall be construed or interpreted as requiring Envirotactics to assume the status of a generator, storer, treater, or disposal facility as those terms appear within RCRA or within any federal or state statute or regulation governing the generation, treatment, storage and disposal of pollutants.
- d) The Client shall be solely responsible for their obligations under RCRA, Federal and State DOT, Federal UST laws, the New Jersey UST law, and other applicable Local, State or Federal laws or regulations.
- e) To the fullest extent permitted by law Client shall indemnify, defend and hold harmless Envirotactics from and against all claims, damages, losses and expenses, whether direct or indirect, including but not limited to fees and charges of attorneys and court or alternative dispute resolution proceedings, arising out of or resulting from the services or work of Envirotactics or any claims against Envirotactics arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Envirotactics is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the cause of the damages, claims and liabilities.
- f) The limitation of liability established under this Agreement shall survive the expiration or termination of this Agreement and shall apply to any additional services provided as the result of additional work orders, change orders or other Client directives.

8. LSRP CONDITIONS (LSRP projects only)

If contracting for LSRP professional services, Client recognizes that the LSRP must fulfill a dual role, serving as Client's consultant while required to meet the responsibilities identified in the NJ Site Remediation Reform Act (SRRA; N.J.S.A. 58:10C-1 et seq.) including a priority of protection of public health and safety and the environment. Because the LSRP is frequently acting without NJDEP oversight, and is responsible for decisions and opinions consistent with the NJ SRP requirements including statute, regulation, and guidance, he or she may require additional follow-up to support decisions, judgments, and opinions based on conditions observed during the course of services under this agreement.

- a) The issuance of an RAO by the LSRP is not a guarantee or warranty that the site is free of contamination, that the remediation complies with all legal requirements, or that the RAO will be accepted by NJDEP.
- b) Envirotactics and the LSRP are not responsible for additional requirements imposed by the NJDEP after review/audit.
- c) Envirotactics and the LSRP are not responsible for fines associated with SRRA or the Administrative Requirements for the Remediation of Contaminated Sites.
- d) The LSRP has the right to withdraw for any reason as the designated LSRP upon providing written notification to the client.
- e) Client Obligations:
- i. Client shall provide Envirotactics with all information known about the site as is reasonably known to the Client. Failure to provide such information to Envirotactics relieves Envirotactics of any liability.
 - ii. Client acknowledges that, under certain circumstances, Envirotactics is legally obligated to notify the NJDEP about conditions at the site as set forth in New Jersey laws, statutes or guidance and agrees not to hold Envirotactics or the LSRP or other Envirotactics personnel, liable for adhering to the reporting obligations and all other obligations, mandated by New Jersey laws, statutes or guidance.
 - iii. Client acknowledges that if they are not the property owner or person responsible for conducting remediation on the referenced property, that Client has notified the property owner or person responsible for conducting remediation on the referenced property (entity), and that entity understands, acknowledges and approves of these reporting obligations by Envirotactics and the LSRP.
 - iv. Client acknowledges that SRRA imposes upon any person responsible for the remediation of a discharge an affirmative requirement to remediate a discharge and to meet regulatory and/or mandatory time frames. If the Client who is responsible for the remediation of a discharge at the site chooses to stop or delay the remedial work, this shall constitute a breach of the Contract and shall relieve Envirotactics from any further obligation to continue work on the site, and relieve Envirotactics and the LSRP from any liability arising from the cessation of work.

- v. Client understands, acknowledges, and agrees that if the LSRP's obligations under the LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSRP is bound by law to comply with the requirements of the LSRP Program.

9. PHASE I ESA/PRELIMINARY ASSESSMENT CONDITIONS (Phase I/PA projects only)

- a) A title/deed history or environmental lien search is not included. The Client will provide the title history or environmental lien search, as required.
- b) Envirotactics is not responsible for the accuracy of any information provided by others for review and incorporation into the final report.
- c) If data gaps are identified, Envirotactics will endeavor to comment on the significance of those data gaps. However, Envirotactics cannot, and does not warrant or guarantee that no significant events, releases or conditions arose, during periods such as data gaps.
- d) Envirotactics assumes no responsibility for environmental concerns that may exist and are not visually apparent during the site inspection or available from the records search.

10. LAND USE CONDITIONS (Land Use projects only)

- a) The NJDEP reserves final decisions on all permit applications. By completion of the permit applications, Envirotactics does not guarantee that NJDEP will grant the permit(s).
- b) Any deviation from NJDEP approved permits, plans and/or conditions or requirements is not the responsibility of Envirotactics and may require additional permitting and fees.

Thank you for the opportunity to submit this price estimate. Please contact us at 732-449-0077 with any questions or comments regarding the pricing or scope of this estimate.

Sincerely,
For Envirotactics, Inc.



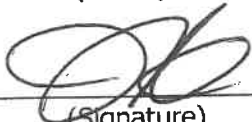
Basil J. Ellmers III, LSRP #626553
 Director of Site Remediation

Price Estimate #5381.1 Acceptance

The price estimate and conditions are acceptable. Please signify your acceptance of this price estimate and authorization for Envirotactics to proceed by signing a copy of this price estimate and returning it to Envirotactics along with the following information:

- 1. Signature of Authorization:

For The Borough of Kinnelon

(Name)	(Title)
 (Signature)	(Date)

Price Estimate:

5381.1 TLCNJ - Boonton Avenue Fields - Site Investigation - Kinnelon Borough

Client:

The Borough of Kinnelon

Scope:

Perform site investigation services at Boonton Avenue Fields property, 180 Boonton Avenue, Kinnelon Borough, Morris County, New Jersey per Envirotactics price estimate 5381.1 dated June 21, 2021.

<u>Phase</u>	<u>Resource</u>	<u>Estimated Units</u>	<u>Rate</u>	<u>Subtotals</u>
5381.1 - Task 1: Project Management				\$750.00
	Senior Project Manager	5.0	\$150.00	\$750.00
5381.1 - Task 2: Site Investigation Field Work and Laboratory Analysis				\$6,080.00
	Project Manager	8.0	\$125.00	\$1,000.00
	Utility Vehicle	1.0	\$125.00	\$125.00
	PID - Photo-Ionization Detector	1.0	\$75.00	\$75.00
	GPS Unit	1.0	\$250.00	\$250.00
	Geoprobe Services	1.0	\$2,100.00	\$2,100.00
	Geoprobe Supplies	1.0	\$300.00	\$300.00
	TCL/TAL - Target Compound List/Target Analyte List	1.0	\$750.00	\$750.00
	EPH CAT 2 - Extractable Petroleum Hydrocarbons	1.0	\$120.00	\$120.00
	PAH - Polynuclear Aromatic Hydrocarbons	4.0	\$175.00	\$700.00
	TAL Metals	4.0	\$165.00	\$660.00
	SPLP Extraction, if necessary	0.0	\$75.00	\$0.00
	SPLP Metals, if necessary	0.0	\$100.00	\$0.00
	SPLP PAH, if necessary	0.0	\$175.00	\$0.00
5381.1 - Task 3: Site Investigation Report				\$1,800.00
	Site Investigation Report			\$1,800.00
			Estimated Total	\$8,630.00

RESOLUTION 08.02.21

AWARD OF A NON-FAIR AND OPEN
CONTRACT FOR PROFESSIONAL
SERVICES UNDER \$17,500 FOR LAND
SURVEYORS - AMOUNT NOT TO
EXCEED \$4,900.00

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 DMC Associates, Inc. Land Surveyors to act as Land Surveyors for preparing a Green Acres Survey for 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 \$4,900.00; 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 \$4,900.00.

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:

DMC Associates, Inc. Land Surveyors
211 Main Street
Butler, NJ 07405

Dated: August 10, 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 August 10, 2021.

Dated: August 10, 2021


Karen M. Iuele, RMC
Borough Clerk

DMC Associates, Inc. Land Surveyors

211 Main Street, Butler, NJ 07405
Tel (973) 838-9187 Fax (973) 838-4389
www.dmcsurveying.com

January 14, 2021

Robert Santee
c/o The Land Conservancy of New Jersey
19 Boonton Avenue
Boonton, NJ 07005
Tel: 973-541-1010
Email: rsantee@tlc-nj.org

**RE: Proposal for Land Surveying Services
Green Acres Survey**

**Property Location: 180 Boonton Avenue
Tax Lot 102, Block 34801
Borough of Kinnelon, Morris County, NJ
Lot Area: 8.17 +/- acres**

**Record Owner: Boonton Water Dept.
100 Washington Street
Boonton, NJ 07005**

Dear Mr. Santee,

Thank you for considering DMC Associates, Inc. Land Surveyors. Pursuant to your request, below is an outline of services associated with preparing a Green Acres Survey for the property known as Boonton Avenue Fields located at 180 Boonton Avenue, Tax Lot 102, Block 34801, containing 8.17 +/- acres. After your review, should you have any questions do not hesitate to contact me.

Land Surveying Scope of Services:

- Preparation of a Horizontal Boundary Survey of Tax Lot 102, Block 34801, a.k.a. 180 Boonton Avenue, Borough of Kinnelon and consisting of approximately 8.17 +/- acres.
- Review of Title Binder to be supplied to this office by The Land Conservancy of New Jersey
- The Land Conservancy of New Jersey to provide all necessary information including NJDEP Project Number and NJDEP Seller's ID Number.
- Survey will be prepared in accordance to the State of New Jersey Department of Environmental Protection - Green Acres Program, with the exception of setting of property markers.

Fee for above services: \$4,900.00

Optional Services:

- The subject parcel has an estimated 25 property corner. Should the client elect to have all property corner markers set, an additional fee of \$3750.00 will be incurred.

Initial _____

Deliverables:

- Four (4) full size paper copies of plan, sign and sealed (24"x36")
- Four (4) Metes and Bounds descriptions sign and sealed; with reduced copy of survey plan attached
- One (1) digital file Metes and Bounds description with GA required label format on CD
- One (1) digital file DXF format with GA required label format on CD
- Surveyor's Certification and Summary Form
- A copy of the final report emailed to TLC-NJ in PDF format

It is understood that the Surveyor's liability to the Owner is limited to the amount of the Proposal.

This proposal may be subject to withdrawal or revision by DMC Associates, Inc. if not accepted within 30 days.

Client understands and agrees that the term records shall include, but are not limited to any and all plans, reports, documents; field notes including all items of work produced or generated including digital versions shall remain the sole property of DMC Associates, Inc. Land Surveyors. Client/Ultimate User also agrees that DMC Associates, Inc. Land Surveyors has no fiduciary duty to said client unless otherwise agreed or outlined in this proposal.

If our proposal is found acceptable, please sign below and return one copy to us along with the required retainer fee. We appreciate being given this opportunity to submit this proposal to you and look forward to working with you on this project. If you have any questions or comments, or if we can be of any further assistance, please do not hesitate to contact us.

Very truly yours,

Robert L. Cigol, PLS
RLC/cb

Acknowledgement of Acceptance:

		8-11-2021
Signature		Date
James Lida		978385401
Print Name	Address	Telephone

TERMS ARE NET 30 DAYS. All invoices, which are unpaid after 30 days, will be subject to a 1 1/2% per month interest (18% per annum). Additionally, the addressee of this proposal will pay all reasonable attorney's fees and court costs which are incurred in the collection of past due invoices for this contract. If a third party is to be invoiced for these professional services, full payment will be requested prior to the delivery of the survey.

RESOLUTION 08.03.21

AWARD OF NON-FAIR AND OPEN
CONTRACT FOR PROFESSIONAL
SERVICES UNDER \$17,500 FOR
APPRAISAL SERVICES - AMOUNT NOT
TO EXCEED \$7,000.00

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 Associated Appraisal Group to prepare an appraisal report to estimate the enhancement value attributable to each property within the Lake Reality community, due to the presence of Lake Reality and the proposed dam repairs; and

WHEREAS, the CMFO has determined and certified in writing that the value of the services will not exceed \$7,000.00; 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 \$7,000.00.

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

Associated Appraisal Group
6 Commerce Drive
Suite 303
Cranford, NJ 07016

Dated: August 10, 2021



James J. Freda, Mayor

Attest: 

Karen M. Luele, RMC

I, Karen M. Luele, 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 August 10, 2021.

Dated: August 10, 2021



Karen M. Luele, RMC

RESOLUTION 08.04.21

AWARD OF NON-FAIR AND OPEN
CONTRACT FOR PROFESSIONAL
SERVICES UNDER \$17,500 FOR HVAC
ENGINEERING SERVICES - AMOUNT
NOT TO EXCEED \$14,000.00

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 Roxbury Engineering Associates, LLC to establish design approach and prepare bid and construction documents for the HVAC systems within Kinnelon Borough Hall and Library; and

WHEREAS, the CMFO has determined and certified in writing that the value of the services will not exceed \$14,000.00; 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 professional will not exceed \$14,000.00.

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

Roxbury Engineering Associates, LLC
3 Gold Mine Road, Suite 1
Flanders, NJ 07836

Dated: August 10, 2021


James J. Freda, Mayor

Attest:


Karen M. Luele, RMC

I, Karen M. Luele, 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 August 10, 2021.

Dated: August 10, 2021


Karen M. Luele, RMC

EXTRACT from the minutes of a regular meeting of the Borough Council of the Borough of Kinnelon, in the County of Morris, New Jersey, held at the Municipal Building, 130 Kinnelon Road, Kinnelon, New Jersey, on August 26, 2021, at 8:00 o'clock P.M.

PRESENT: Yago. Roy, Mabey
Russo, Charles, KorKowski

ABSENT: None

V. Russo introduced and moved the adoption of the following resolution and S. Mabey seconded the motion:

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$1,304,000 BOND ANTICIPATION NOTES OF THE BOROUGH OF KINNELON, IN THE COUNTY OF MORRIS, NEW JERSEY.

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

Section 1. Pursuant to a bond ordinance of the Borough of Kinnelon, in the County of Morris (the "Borough") entitled: "Bond ordinance appropriating \$1,370,000, and authorizing the issuance of \$1,304,000 bonds or notes of the Borough, for various improvements or purposes authorized to be undertaken by the Borough of Kinnelon, in the County of Morris, New Jersey", finally adopted on August 26, 2021 (#__-21), bond anticipation notes of the Borough in a principal amount not exceeding \$1,304,000 shall be issued purpose for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 2. All bond anticipation notes (the “notes”) issued hereunder shall mature at such times as may be determined by the treasurer, the chief financial officer or the acting chief financial officer of the Borough (the “Chief Financial Officer”), provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer and shall be signed and sealed by officials and officers of the Borough in any manner permitted by N.J.S.A. §40A:2-25. The Chief Financial Officer shall determine all matters in connection with the notes issued hereunder, and the Chief Financial Officer’s signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes at not less than par from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price. The Chief Financial Officer is directed to report in writing to the governing body of the Borough at the meeting next succeeding the date when any sale or delivery of the notes hereunder is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

Section 3. Any note issued pursuant to this resolution shall be a general obligation of the Borough, and the Borough’s faith and credit are hereby pledged to the punctual payment of the principal of and interest on the notes and, unless otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 4. The Chief Financial Officer is hereby authorized and directed to do all other matters necessary, useful, convenient or desirable to accomplish the delivery of the

notes to the purchasers thereof as promptly as possible, including (i) the preparation, execution and dissemination of a Preliminary Official Statement and Final Official Statement with respect to the notes, (ii) preparation, distribution and publication, if necessary, of a Notice of Sale with respect to the notes, (iii) execution of a Continuing Disclosure Undertaking, with respect to the notes in accordance with Rule 15c2-12 promulgated by the Securities and Exchange Commission and (iv) execution of an arbitrage and use of proceeds certificate certifying that, among other things, the Borough, to the extent it is empowered and allowed under applicable law, will do and perform all acts and things necessary or desirable to assure that interest paid on the notes is not included in gross income under Section 103 of the Internal Revenue Code of 1986, as amended.

Section 5. All action heretofore taken by Borough officials and professionals with regard to the sale and award of the notes is hereby ratified, confirmed, adopted and approved.

Section 6. This resolution shall take effect immediately.

Upon motion of V. Russo, seconded by S. Mabey,

the foregoing resolution was adopted by the following vote:

AYES: Yago, Roy, Mabey, Russo, Charlies, Lorkowski

NOES: None

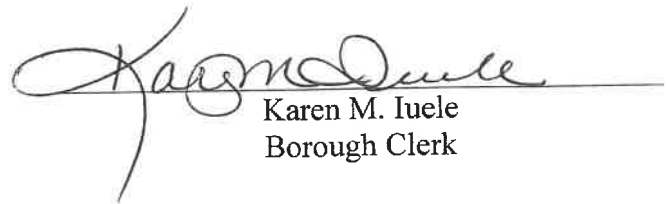
CLERK'S CERTIFICATE

I, **KAREN M. IUELE**, Borough Clerk of the Borough of Kinnelon, in the County of Morris, New Jersey, **HEREBY CERTIFY** that the foregoing annexed extract from the minutes of a meeting of the Borough Council of said Borough, duly called and held on August 26, 2021, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Borough, and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

I **FURTHER CERTIFY** that the original of each resolution referred to in said extract was after its adoption and in due form and time submitted by me for approval to the Mayor of said Borough, who thereafter duly approved the same and, on August 26, 2021, affixed his signature thereto in token of such approval.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Borough this 26th day of August, 2021.

(SEAL)


Karen M. Iuele
Borough Clerk

RESOLUTION # 8.06.21

BE IT RESOLVED, BY THE Mayor and Council of the Borough of Kinnelon, that a warrant be drawn to BUKAS, YUNNA in the amount of \$517.20 for overpayment of 2019 property taxes on Block 11701, Lot 115 known as 760 WEST SHORE DR, due to a successful State Tax Board appeal. This is in addition to a prior reduction for the same parcel, for the same year on a successful County Tax Board Appeal.

ROLL CALL: Councilman Yago
Councilman Roy
Councilman Mabey

Councilman Russo
Councilman Charles
Councilman Lorkowski

August 26, 2021
Judith O'Brien, CTC
Acting Tax Collector
Borough of Kinnelon

I, Karen M. Iuele, 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 August 26, 2021.

Date: 8/26/2021


Karen M. Iuele, Borough Clerk

RESOLUTION: 8.07 .21

KINNELON BOROUGH
EMPLOYEE SALARY FOR 2021

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

REGISTRAR	\$	2,500.00	ANNUAL
DEPUTY REGISTRAR	\$	1,000.00	ANNUAL
LIBRARY DIRECTOR	\$	97,707.40	ANNUAL
LIBRARY FINANCE AND ADMIN MANAGER	\$	52,929.90	ANNUAL
TEEN LIBRARIAN	\$	27.74	HOUR
YOUTH SERVICES ASSISTANT	\$	18.85	HOUR
PROGRAMS AND PUBLICITY COORDINATOR	\$	20.00	HOUR
TECHNICAL SERVICES ASSOCIATE	\$	14.30	HOUR
HEAD CIRCULATION	\$	52,703.90	ANNUAL
LIBRARY ASSISTANT	\$	14.55-18.96	HOUR
LIBRARY TECHNICAL SERVICES ASSISTANT	\$	18.88	HOUR
ADULT SERVICES ASSISTANT	\$	14.58	HOUR
POLICE PROBATION PATROLMAN 1 YEAR	\$	52,792.00	ANNUAL
PATROLMAN 2 nd YEAR	\$	60,520.00	ANNUAL
PATROLMAN 3 rd YEAR	\$	68,800.00	ANNUAL
PATROLMAN 4 th YEAR	\$	77,082.00	ANNUAL
PATROLMAN 5 th YEAR	\$	87,405.00	ANNUAL
PATROLMAN 6 th YEAR	\$	95,685.00	ANNUAL
PATROLMAN 7 th YEAR	\$	103,966.00	ANNUAL
PATROLMAN 8 th YEAR	\$	126,028.00	ANNUAL
POLICE SERGEANT	\$	136,478.00	ANNUAL
DETECTIVE DIFFERENTIAL	\$	5,360.80	ANNUAL
POLICE PROBATION PATROLMAN 1 YEAR (HIRED AFTER 1/01/20)	\$	49,130.00	ANNUAL
PATROLMAN 2 nd YEAR	\$	56,111.00	ANNUAL
PATROLMAN 3 rd YEAR	\$	63,092.00	ANNUAL
PATROLMAN 4 th YEAR	\$	70,072.00	ANNUAL
PATROLMAN 5 th YEAR	\$	80,106.00	ANNUAL
PATROLMAN 6 th YEAR	\$	87,078.00	ANNUAL
PATROLMAN 7 th YEAR	\$	94,068.00	ANNUAL
PATROLMAN 8 th YEAR	\$	101,049.00	ANNUAL
PATROLMAN 9 th YEAR	\$	106,726.00	ANNUAL
PATROLMAN 10 th YEAR	\$	112,403.00	ANNUAL
PATROLMAN 11 th YEAR	\$	118,079.00	ANNUAL
PATROLMAN 12 th YEAR	\$	123,255.00	ANNUAL
POLICE SERGEANT	\$	133,739.00	ANNUAL
DETECTIVE DIFFERENTIAL	\$	16,345.00	ANNUAL
SPECIAL CLASS 3(MATRON)	\$	31.21	HOUR
SPECIAL CLASS 3(BOE)	\$	30.60	HOUR
DPW MAINTAINER START	\$	17.49	HOUR
DPW MAINTAINER STEP 1	\$	18.84	HOUR
DPW MAINTAINER STEP 2	\$	20.28	HOUR
DPW MAINTAINER STEP 3	\$	21.71	HOUR
DPW MAINTAINER STEP 4	\$	23.26	HOUR
DPW MAINTAINER Step 5	\$	25.15	HOUR
DPW MAINTAINER STEP 6	\$	26.17	HOUR
DPW MAINTAINER AFTER STEP 6	\$	2.0% INCREASE/HOUR (\$80,000 CAP)	
DPW WATER MAINTAINER	\$	23.26	Hour
DPW WELDING CERT	\$	500.00	ANNUAL
DPW MEIDUM HEAVY TRUCK CERT	\$	500.00	ANNUAL

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

Date: August 26, 2021

Karen Dulle
Borough Clerk

RESOLUTION # 8.08.21

BE IT RESOLVED, BY THE Mayor and Council of the Borough of Kinnelon, that a warrant be drawn to BARDO, EZRA & ERIKA in the amount of \$2,058.84 for overpayment of 2021 property taxes on Block 11103, Lot 103 known as 251 LONG MEADOW ROAD, due to the property owner being a 100% Fully Disabled Veteran under NJSA 54:4-3,30 et seq.

BE IT FURTHER RESOLVED, that the Tax Collector is relieved of collecting any further property taxes on this parcel as long as it is owned by said Veteran or his Surviving Spouse.

ROLL CALL: Councilman Yago
Councilman Doy
Councilman Mabey

Councilman Russo
Councilman Charlie
Councilman Lorkowski

August 26, 2021
Judith O'Brien, CTC
Acting Tax Collector
Borough of Kinnelon

I, Karen M. Luele, ~~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 August 26, 2021.

Date: 8/26/2021


Karen M. Luele, Borough Clerk

RESOLUTION 08.09.21

SALARY RESOLUTION FOR
DEPUTY REGISTRAR
ELLEN HAID

BE IT RESOLVED by the Kinnelon Mayor and Council that the following salary for the hereinafter listed official position of employment for the year 2021 commencing on January 1, 2021 shall be as follows:


DEPARTMENT

SALARY

Kinnelon Borough Deputy Registrar
Ellen Haid

\$1,000.00

Dated: August 26, 2021


Karen M. Iuele,
Borough Clerk

RESOLUTION 08.10 .21

SALARY RESOLUTION FOR
REGISTRAR
JENNIFER STILLMAN

BE IT RESOLVED by the Kinnelon Mayor and Council that the following salary for the hereinafter listed official position of employment for the year 2021 commencing on January 1, 2021 shall be as follows:


DEPARTMENT

SALARY

Kinnelon Borough Registrar
Jennifer Stillman

\$2,500.00

Dated: August 26, 2021


Karen M. Iuele,
Borough Clerk

RESOLUTION 08.// .21

AUTHORIZING APPOINTMENT OF
COUNCILMAN V. RUSSO AS THE
REPRESENTATIVE FOR DIAL-A-RIDE
FOR THE BOROUGH OF KINNELON

WHEREAS, the Mayor and Council wishes to appoint Councilman V. Russo as the Kinnelon Borough Dial-A-Ride Representative; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough Of Kinnelon approve the appointment of Councilman V. Russo as the Kinnelon Borough Dial-A-Ride Representative.

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 August 26, 2021

Dated: August 26, 2021


Karen M. luele, Borough Clerk

RESOLUTION 08.12.21


AUTHORIZING SOIL DISTURBANCE PERMIT
9 MIDLAND TRAIL-BLOCK 45601 LOT 128

WHEREAS, the Mayor and Council of the Borough of Kinnelon approves the Soil Disturbance Permit for 9 Midland Trail, Block 45601 Lot 128; and

WHEREAS, Courtney Kuebel 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, 9 Midland Trail, Kinnelon NJ.

Dated: August 26, 2021



Karen M. Luele, RMC
Borough Clerk

DARMOFALSKI ENGINEERING ASSOCIATES, INC.

CIVIL ENGINEERS

86 NEWARK POMPTON TURNPIKE

RIVERDALE, NJ 07457-1429

TEL: (973)835-8300 | FAX: (973)835-1117

August 12, 2021

Ms. Karen Iuele, RMC
Municipal Clerk
Borough of Kinnelon
130 Kinnelon Road
Kinnelon, NJ 07405-2336
Attention: Mayor & Council

RE: *Soil Disturbance Permit*

***Applicant/Owner:* Piotr A. Sosniak
9 Midland Trail, Kinnelon, NJ 07405**

***Project Location:* 9 MIDLAND TRAIL
Block 45601, Lot 128 on Kinnelon Tax Map Sheet #56.01
Zone: Residential**

Dear Ms. Iuele:

We are in receipt of the following documents in support of a request for a Soil Disturbance Permit:

1. New Account Escrow Information Sheet, dated July 21, 2021;
2. Form W-9, Request for Taxpayer Identification Number and Certification, signed by the Applicant, dated July 21, 2021;
3. As-Built Septic Location, prepared by Richard Wostbrock & Associates, dated June 28, 2021;
4. Partial Topographic Survey, prepared by PAX Surveying & Environmental Consultants, LLC, dated July 2, 2021;
5. Property Survey, prepared by Bernard Criscenzo, dated June 1, 2016;
6. Photocopies of checks for \$150 and \$1,000 for Application Fe and Escrow Deposit, dated July 21, 2021; and,
7. Wall Plan and Elevation, enclosing three (3) sheets, prepared by Richard Wostbrock & Associates,
 - a. Sheet 1, Wall Plan and Elevation, dated July 2, 2021, revised August 7, 2021;
 - b. Sheet 2, Construction Specification, dated July 2, 2021, no revision; and,
 - c. Sheet 3, Construction Details, dated July 2, 2021; no revision.

Project Summary

The Applicant is seeking approvals to demolish their existing retaining wall and front steps to widen their driveway by approximately nine (9) feet. The taller retaining wall (approximately seven (7) feet at its tallest point) and concrete sidewalk will be constructed adjacent to expanded driveway. The subject property appears to be a non-conforming lot with a lot area less than the minimum required 60,000 SF and a lot frontage of 207.33 feet where a minimum of 200 feet is required. The proposed impervious coverage is 26.6% where a maximum of 27% is permitted.

DARMOFALSKI ENGINEERING ASSOCIATES, INC.

TO: Mayor and Council of Kinnelon Borough
RE: Soil Disturbance Permit – Sosniak, 9 Midland TrailAugust 12, 2021
Page 2 of 3

We recommend approval of the Soil Disturbance Permit subject to the Applicant agreeing to all of the following conditions:

1. If this Application is approved, then we recommend the Borough collects a *Permit Fee* in the amount of \$14.75 (\$0.10 x 25 cubic yards for movement of soil within the same site plus \$0.25 x 49 cubic yards for soil exporting). ***The applicant shall pay this fee prior to being issued a signed and sealed resolution of approval.***
2. **Prior to being issued construction permits, the Applicant shall submit two (2) original signed and sealed copies of the approved drawings; one (1) set to the Borough Clerk; and, one (1) set to this office.**
3. **The Applicant shall obtain construction permits from Bloomingdale Building Department prior to starting any work.**
4. **No clearing, site work or construction permits shall commence until a driveway permit from the Kinnelon DPW is obtained.**
5. **One tree is proposed to be removed. As a condition of approval, the Applicant shall apply for a permit with the Borough Forrester for the removal of said tree.**
6. The limit of disturbance shall be adhered to by the applicant, owner and all contractors. There shall be no temporary or permanent disturbance beyond the limits shown on the approved plans. ***The silt fence shall be installed prior to making any soil disturbances and shall remain in place until all disturbed areas are permanently stabilized with vegetation or mulch.***
7. There shall be no changes to the site plan which would create slopes steeper than shown on the approved plans, or retaining walls higher than shown on the approved plans.
8. There shall be no changes to the approved plans, including site plans, dwelling location, retaining wall location/heights/materials, pool size and location, accessory structure locations, contours, spot elevations, stormwater management facilities, etc. If field conditions necessitate deviations from the approved plans, then all work shall stop until revised plans can be prepared by the owner's professionals and submitted to the Borough Engineer and Building Department for review and approval prior to constructing any modifications.
9. Homeowners and all contractors are responsible for contacting the Borough Engineer for site inspections prior to and during the construction of all improvements, including but not limited to: retaining walls, curbs, seepage pits, trench drains, storm drainage and associated piping, landscaping, guide rails, fence, etc. Adequate notice of at least three business days shall be provided prior to beginning construction of these improvements. ***This office will not approve improvements which have been constructed and backfilled without inspections.***
10. An as-built topographic survey prepared by a licensed professional land surveyor and a final site inspection by the Construction Official and Borough Engineer will be necessary prior to issuance of a certificate of occupancy to ensure all items of construction are in conformance with the approved plans. The as-built survey shall provide the location of all aboveground and below ground improvements, including septic system, wells, drainage structures, and utilities.

August 26, 2021

DARMOFALSKI ENGINEERING ASSOCIATES, INC.

TO: Mayor and Council of Kinnelon Borough
RE: Soil Disturbance Permit – Sosniak, 9 Midland Trail

August 12, 2021
Page 3 of 3

If you have any questions, please contact me by telephone (973) 835-8300 extension 112 or by email tab@darmofalski.com.

Very truly yours,

Darmofalski Engineering Associates, Inc.



Thomas A. Boorady, PE, PP, CME, CFM
Kinnelon Borough Engineer

cc: Mayor & Council
Charles Daniel, CFO – Borough Administrator
John Whitehead, Superintendent – Kinnelon DPW
Chris Walthour – Construction and Zoning Official - Bloomingdale Building Dept.
John Linson – Borough Forester
Timothy Zachok – Kinnelon Board of Health
Richard Westbrock – Applicant's Engineer
Piotr Sosniak – Applicant

RESOLUTION 08.13.21

AUTHORIZING SOIL DISTURBANCE PERMIT
198 KINNELON ROAD-BLOCK 22401 LOT 115

WHEREAS, the Mayor and Council of the Borough of Kinnelon approves the Soil Disturbance Permit for 198 Kinnelon Road, Block 22401 Lot 115; and

WHEREAS, David Antebi 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, 198 Kinnelon Road, Kinnelon NJ.

Dated: August 26, 2021



Karen M. Luele, RMC
Borough Clerk

August 26, 2021

DARMOFALSKI ENGINEERING ASSOCIATES, INC.

CIVIL ENGINEERS

86 NEWARK POMPTON TURNPIKE

RIVERDALE, NJ 07457-1429

TEL: (973)835-8300 | FAX: (973)835-1117

August 19, 2021

Ms. Karen Iuele, RMC
Municipal Clerk
Borough of Kinnelon
130 Kinnelon Road
Kinnelon, NJ 07405-2336
Attention: Mayor & Council

RE: *Soil Disturbance Permit*

***Applicant/Owner:* David Antebi
198 Kinnelon Road
Kinnelon, NJ 07405**

***Project Location:* 198 Kinnelon Road
Block 22401 Lot 115 on Kinnelon Tax Map Sheet #24
Zone: Residential**

Dear Ms. Iuele:

We are in receipt of the following documents in support of a request for a Soil Disturbance Permit:

1. New Account Escrow Information Sheet, dated June 28, 2020;
2. Photocopies of Checks for Application Fee and Escrow Deposit in the amounts of \$500 and \$1,000, respectively, signed by the Applicant, dated September 30, 2020;
3. W-9, Request for Taxpayer Identification Number and Certification, signed by the Applicant, dated June 28, 2020;
4. Letter from the Applicant's Engineer, Tibor Latincsics, PE, PP, dated September 17, 2020;
5. Letter from the Applicant's Engineer, Tibor Latincsics, PE, PP, dated July 30, 2021;
6. Rock Face Inspection Report, prepared by Johnson Soils Company, signed by Lisa V. Mahle-Greco, PE, dated July 26, 2021;
7. Architectural Floor Plans and Elevations, prepared by James P. Cutillo Associates, dated February 25, 2021;
8. Soil Erosion and Sediment Control Plan Certification, from the Morris County Soil Conservation District, certification date August 11, 2021, expiration date February 11, 2025;
9. Cover Letter and Application for Morris County Soil Conservation District Soil Erosion and Sediment Control Plan Certification, dated September 18, 2020; and,
10. Plot Plan and & Soil Movement & Soil Erosion Sediment Control Plan, prepared by Tibor Latincsics, PE, PP, and Stephen P. Eid, PE, PLS, of Conklin Associates, survey date July 7, 2020, plan date July 24, 2020, last revised August 16, 2021.

DARMOFALSKI ENGINEERING ASSOCIATES, INC.

TO: Mayor and Council of Kinnelon Borough
RE: Soil Disturbance Permit – Antebi, 198 Kinnelon Road

August 19, 2021
Page 2 of 3

Project Summary

The Applicant is seeking soil disturbance approvals for earthwork that began without approvals. The Applicant previously exposed the rockface by scraping the soil fill and boulders. This operation created a cliff's edge behind the home. The Applicant also seeks approval for the construction of an addition to the single-family home. The proposed addition complies with all relevant bulk requirements of §207 of the Borough Code.

We recommend conditional approval of the Soil Disturbance Permit provided the Applicant agrees to address and comply with the following items:

1. *If this Application is approved, then we recommend the Borough collects a Permit Fee in the amount of \$25.00 (\$0.25 x 100 cubic yards of estimated soil/stone export). The applicant shall pay this fee prior to being issued a signed and sealed resolution of approval.*
2. *The Applicant shall submit two (2) original signed and sealed drawings to our office prior to commencing work on the subject property.*
3. The limit of disturbance shall be adhered to by the applicant, owner and all contractors. There shall be no temporary or permanent disturbance beyond the limits shown on the approved plans.
4. There shall be no field changes deviating from the approved soil moving plan which would cause wall construction above or beyond the limits of any walls shown on the approved plans.
5. There shall be no changes to the approved plans, including site plans, pool size and location, accessory structure locations, contours, spot elevations, stormwater management facilities, etc. If field conditions necessitate deviations from the approved plans, then all work shall stop until revised plans can be prepared by the owner's professionals and submitted to the Borough Engineer and Building Department for review and approval prior to constructing any modifications.
6. Homeowners and all contractors are responsible for contacting the Borough Engineer for site inspections prior to and during the construction of all improvements, including but not limited to: retaining walls, curbs, seepage pits, trench drains, storm drainage and associated piping, landscaping, guide rails, fence, etc. Adequate notice of at least three business days shall be provided prior to beginning construction of these improvements. *This office will not approve improvements which have been constructed and backfilled without inspections.*
7. An as-built topographic survey prepared by a licensed professional land surveyor and a final site inspection by the Construction Official and Borough Engineer will be necessary prior to issuance of a certificate of occupancy to ensure all items of construction are in conformance with the approved plans. The as-built survey shall provide the location of all aboveground and below ground improvements, including septic system, wells, drainage structures, and utilities.

August 26, 2021

DARMOFALSKI ENGINEERING ASSOCIATES, INC.

TO: Mayor and Council of Kinnelon Borough
RE: Soil Disturbance Permit – Antebi, 198 Kinnelon Road

August 19, 2021
Page 3 of 3

If you have any questions, please contact me by telephone (973) 835-8300 extension 112 or by email tab@darmofalski.com.

Very truly yours,
Darmofalski Engineering Associates, Inc.



Thomas A. Boorady, PE, PP, CME, CFM
Kinnelon Borough Engineer

cc: Mayor & Council
Charles Daniel, CFO – Administrator
Chris Walthour – Construction and Zoning Official - Bloomingdale Building Dept.
David Antebi – Applicant
Tibor Latincsics – Applicant's Engineer
Sheila Hall - MCSCD

FIREWORKS PROGRAM (DISPLAY) FOR KINNELON BOROUGH

OCTOBER 16, 2021

DISPLAY PRICE \$5,000.00

OPENING BARRAGE

Variegated aerial shells and cake or special effect items consisting of various colors and special effects with titanium salutes as follows:

2.5"- 10

MAIN BODY

The main portion or body of the show will consist of aerial shells ranging in size from 2.5" to 3.0" in diameter. Some of the shells will be fired as single fired shells; the others will be fired in chains or flights of 3 shells each, consisting of 2.5" diameter shells.

3.0"- 150 single shells

2.5" – 75 shells in flights of three (3) each = 25 flights

4-Display Cakes (each cake lasts approximately 30 seconds)

FINALE

The Finale will consist of aerial shells ranging in size from 2.5" to 3.0" in diameter. The shell types will be assorted color; sound effects such as whistles and crackling shells; mines, comets and titanium salutes.

2.5"- 120

3.0"- 60

1-Display Cake (approx. 30 second duration)

DISPLAY CONTRACT

The Kinnelon Borough located at 130 Kinnelon Road, Kinnelon, New Jersey 07405, hereinafter referred to as the "sponsor", hereby agrees to purchase a firework display from Serpico Pyrotechnics, LLC/Starfire Corporation, Joint Venture hereinafter referred to as the "company" on the terms and conditions set forth hereinafter.

1. Purchase Price. The sponsor will pay to the company (all checks made payable to Serpico Pyrotechnics, LLC) the sum of Five Thousand Dollars (\$5,000.00) for the display, said sum to be paid as follows:

a. The sum of Five Thousand Dollars (\$5,000.00) shall be paid to the company upon completion of the display.

b. In the event the balance of the purchase price is not paid within 30 days after the display date, all sums owed by the sponsor for the display will bear interest at the rate of 1.5% per month until paid in full. In addition to the foregoing, the sponsor shall pay all of the costs of collection of any amount due hereunder incurred by the company, including reasonable attorney's fees and court costs. The aforementioned interest charge and collection costs including attorney's fees shall apply to any sum due pursuant to the terms of this contract if not paid within 30 days of its due date.

2. Display Date. The date of the display will be October 16, 2021. In the event the display is cancelled due to inclement weather or site conditions, it shall be postponed October 17, 2021. In the event the show cannot be fired on either date another date in 2021 shall be selected by the parties with the exception of New Year's Eve. If the display is cancelled due to the conditions herein described the sponsor shall pay the company the costs incurred for labor and transportation. In the event the display is not rescheduled in 2021 the sponsor shall pay the company a sum equal to 25% of the display price.

3. Display Site. The sponsor shall provide an appropriate display site that meets the requirements of all applicable NFPA code sections and the applicable provisions of the New Jersey State Statutes and Department of Community Affairs Regulations. Additionally, the site must be approved by the company and the authority having jurisdiction over the display.

4. Site Security. The sponsor shall provide police and/or crowd security personnel, proper parking supervision, and ensure adequate patrol of the safety zone as marked and secured by the sponsor until the company crew chief advises that this is no longer necessary. Company personnel shall have control of the firing area during the display (although security shall continue to be the sponsor's responsibility). The sponsor will be responsible for the cleanup of any fallout debris from the display; however, company personnel will dispose the boxes brought to the site by the company.

In the event any unauthorized persons or vehicles enter the safety zone, company personnel shall have the right to terminate the display.

Immediately following the display company personnel will search the display area for any unexploded fireworks and safely dispose of any that are found. A company representative will inspect the site the morning after the display and safely dispose of any unexploded fireworks

discovered during the inspection in accordance with NFPA code requirements. The company will also provide the authority having jurisdiction over the display with a post-display inspection report within 48 hours after the display. The post-display inspection report will contain the time of the search; the results thereof; any product malfunctions and any injuries.

5. Permits. The sponsor shall be responsible for obtaining all permits and governing body resolutions required for the display

6. Postponement or Cancellation of the Display. In the event of inclement weather or excessive winds or adverse site conditions on the date of the display, the parties hereto shall confer and if they agree that the conditions require the show to be postponed, the show will be postponed.

In the event the show is postponed there will be a postponement fee charged to the sponsor in an amount equal to the costs incurred by the company for loading and unloading the display, truck and transportation expenses, labor and insurance expenses. Said fees shall be paid within 30 days of the date the show is postponed.

7. Insurance. The company shall have liability insurance in the amount of at least \$10,000,000.; worker's compensation insurance and vehicle insurance. Proof of the foregoing insurances shall be provided to the sponsor when this contract is executed by both parties.

8. Personnel. The company shall provide sufficient trained personnel to set up, fire and break down the display in a workmanlike manner.

9. Miscellaneous. The company reserves the right to substitute product in the show with product equal to or greater in value at its discretion. The company shall not be responsible for events beyond its control, including the weather. In the event the display is damaged or destroyed by rain, wind or site conditions, the risk of loss shall remain with the sponsor.

In the event the display is set up and it has to be postponed to the next day due to weather, wind or site conditions, the display will not be broken down. Additionally, the sponsor shall provide security for the site until the company crew arrives the next day to fire the show.

The authorized representatives of the parties hereby agree to the aforementioned terms and conditions of this contract on the date and year set forth below.

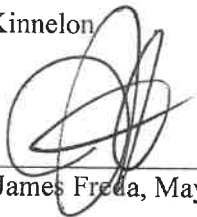
Serpico Pyrotechnics, LLC./
Starfire Corporation

Borough of Kinnelon

Date

Jack A. Serpico

8-26-21
Date



James Fredda, Mayor

August 26, 2021

RESOLUTION OF THE BOROUGH OF KINNELON

Morris County, New Jersey

No. 08.15.21 Date of Adoption: August 26, 2021

Title or Subject: AUTHORIZE ACCEPTANCE OF SFY2021 BODY-WORN CAMERA GRANT PROGRAM

WHEREAS, S-1163 requires law enforcement officers throughout the State of New Jersey to wear body cameras, which requirement took effect on June 1, 2021; and

WHEREAS, the Office of the Attorney General announced the availability of funds for SFY21 through the Body-Worn Camera Grant program; and

WHEREAS, the Body-Worn Camera Grant program is designed to provide law enforcement agencies with funding for the purchase of body-worn cameras, ancillary accessories and storage; and

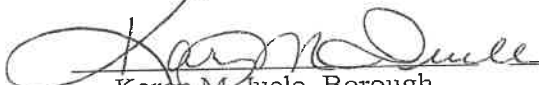
WHEREAS, the Borough of Kinnelon Police Department applied for and has been awarded a SFY21 Body-Worn Camera Grant and is authorized to accept award number 21-BWC-219, with an award period of January 1, 2021 through December 31, 2025 in the amount of \$40,760.00 to protect the health and safety of the public.

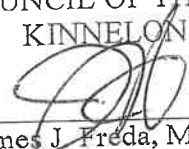
NOW, THEREFORE, BE IT RESOLVED by the Kinnelon Council of the Borough of Kinnelon, County of Morris, and State of New Jersey that the Mayor is authorized to sign the grant agreement on behalf of the Borough of Kinnelon and that his signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Kinnelon Council on this 26th day of August 2021.

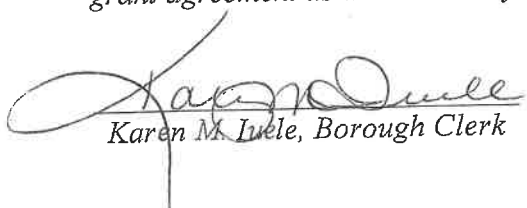
KINNELON COUNCIL OF THE BOROUGH OF
KINNELON

ATTEST:


Karen M. Iuele, Borough
Clerk


James J. Fredda, Mayor

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.


Karen M. Iuele, Borough Clerk

8-26-21
Date

August 26, 2021

RESOLUTION OF THE BOROUGH OF KINNELON

Morris County, New Jersey

No. 08.15.21 Date of Adoption: August 26, 2021

Title or Subject: AUTHORIZE ACCEPTANCE OF SFY2021 BODY-WORN CAMERA GRANT PROGRAM

WHEREAS, S-1163 requires law enforcement officers throughout the State of New Jersey to wear body cameras, which requirement took effect on June 1, 2021; and

WHEREAS, the Office of the Attorney General announced the availability of funds for SFY21 through the Body-Worn Camera Grant program; and

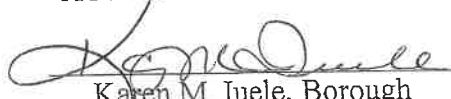
WHEREAS, the Body-Worn Camera Grant program is designed to provide law enforcement agencies with funding for the purchase of body-worn cameras, ancillary accessories and storage; and

WHEREAS, the Borough of Kinnelon Police Department applied for and has been awarded a SFY21 Body-Worn Camera Grant and is authorized to accept award number 21-BWC-219, with an award period of January 1, 2021 through December 31, 2025 in the amount of \$40,760.00 to protect the health and safety of the public.


NOW, THEREFORE, BE IT RESOLVED by the Kinnelon Council of the Borough of Kinnelon, County of Morris, and State of New Jersey that the Mayor is authorized to sign the grant agreement on behalf of the Borough of Kinnelon and that his signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Kinnelon Council on this 26th day of August 2021.


ATTEST:


Karen M. Iuele, Borough Clerk

KINNELON COUNCIL OF THE BOROUGH OF
KINNELON


James J. Freda, Mayor

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.


Karen M. Iuele, Borough Clerk

8/26/21
Date



**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
AWARD CONTRACT**

PROJECT TITLE SFY21 Body-Worn Camera Grant Program	AWARD AMOUNT
IMPLEMENTING AGENCY	STATE: \$40,760.00
RECIPIENT Kinnelon	MATCH: \$0
STATE ACCOUNT NO. BFY21-100-066-1020-495	TOTAL: \$40,760.00
	DATE OF AWARD 6/28/2021

In accordance with the provisions of P.L. 2020, c. 142, N.J.S.A. 40A:14-118.3-.5, the Attorney General Law Enforcement Directive No. 2015-1, and based on the program application, the Office of the Attorney General hereby awards to the above-named Subrecipient, a subaward in the amount specified for the purposes set forth in the approved application.

The subaward is subject to all applicable federal and state statutes and the requirements set forth in the general conditions, special conditions, approved budget, application authorization, and certifications attached to this program. The subaward is also subject to all applicable federal, state, and local financial accounting requirements, including the filing of single audits as required by 2 C.F.R. Part 200.500 et seq. and State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). Lastly, this Subaward incorporates all conditions and representations contained or made in the application and notice of availability of funds.

FOR THE RECIPIENT

Signature of Authorizing Official

James J. Frieda, Mayor
Typed Name and Title of Authorizing Official

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY,
OFFICE OF THE ATTORNEY GENERAL

 Attorney General or Designee

August 26, 2021
Date

Award Number: 21-BWC-219

Award Period:
January 1, 2021 - December 31, 2025

Recipient Fiscal Year Start Date:

Contact:
Edward Mount, Grant Analyst
Office of the Attorney General
edward.mount@njoag.gov

NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL

**DEPARTMENT OF LAW & PUBLIC SAFETY
REQUIRED RESOLUTION & CERTIFICATION**

To participate in the State grant program, the Governing Body or Board of Directors of your Agency or Jurisdiction must submit a resolution and certification (with your award package) approving your acceptance of State funds and your participation in the State grant program administered by the State of New Jersey, Department of Law & Public Safety. If necessary, please provide a copy of this form to your Governing Body or Board of Directors.

Resolutions developed by your agency or jurisdiction for your exclusive use may be used;¹ however, your Resolution must include the following data elements:

The name of the Recipient's Unit of Government/Non-Profit Organization;

The name of the State Grant Program;

The Award number;

The Award period;

The total amount of the award which must **include and specifically identify** the State amount and any required in-kind or cash match (if applicable, also identify any required local match);

Language indicating that the Recipient's Unit of Government/Non-Profit Organization is "authorized to accept" and/or "does accept" the Award; and

Language indicating that the Recipient is accepting the specific grant of funds for the purpose described in the application.

Your Resolution must be accompanied by a certification signed and dated by a Clerk, Recording Officer, or other authorized Certifying Officer.

¹ If your jurisdiction wishes to submit a Resolution passed pursuant to N.J.S.A. 40A:4-87, it must contain all of the data elements on the above list.



STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL

**SFY21 BODY-WORN CAMERA
GRANT PROGRAM**

GENERAL CONDITIONS

1. **Legal Authority for the Application:** The Grantee agrees that it possesses legal authority to apply for the grant; and that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Grantee agrees that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-State share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. **Compliance with State and Federal Laws:** The Grantee agrees to comply with all requirements imposed by the Department of Law and Public Safety (L&PS) and the Office of the Attorney General (OAG) concerning special requirements of all Federal, State, municipal laws and regulations and Department of Treasury, State Circulars generally applicable to the activities in which the grantee is engaged in the performance of this grant. Failure to comply with these laws, regulations and State circulars will be grounds for termination of this grant.
3. **Prohibition Against Personal Enrichment:** The Grantee agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or gives the appearance of, personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. **Prohibition Against Conflicts of Interests:** The Grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest.
5. **Anti-Discrimination/Affirmative Action:** The Grantee assures that it will comply, and all of its contractors will comply with the requirements of the State's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations. Failure to comply with these laws, rules, regulations, and State Circular Letters will be grounds for termination of this award.

6. **Debarments and Suspensions:** The Grantee understands and agrees to comply with State Executive Order No. 34 (March 17, 1976), and State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Grantee will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
7. **Minimum Wage/Maximum Hours:** The Grantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
8. **Financial Management System:** The Grantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Grantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding and expending grant funds. The Grantee shall maintain accurate and complete disclosure of financial results of each grant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
9. **Accounting Records:** The Grantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Grantee in accordance with the provisions of the grant throughout the project period subject to such conditions as OAG may prescribe.
10. **Audit Requirements:** The Grantee agrees to comply with the organizational audit requirements of 2 C.F.R. Part 200.500, et seq., the Government Accountability Office's Government Auditing Standards (Yellow Book), and the State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 15-08-OMB.

The Grantee understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed. The Grantee must submit to OAG any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Grantee immediately will report to OAG any changes in its fiscal year.

11. **Allowable Costs:** The Grantee agrees that grant funds will be used only for allowable costs as determined by applicable cost principles specific to the Grantee located at State Circular, Grant Agreements-Agency Contracts, Allowable Costs, 07-05-OMB.
12. **Data Collection and Reporting Requirements:** The Grantee agrees to provide information required for any reporting, data collection, and evaluation conducted by L&PS, OAG and the State of New Jersey. The Grantee also agrees that it will submit timely reports, including programmatic and financial reports, as L&PS may require. If reports are not submitted as required, L&PS may, at its discretion, suspend payments on

this grant. The State of New Jersey may, at its discretion, withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.

13. **Budget Revisions/Grant Extensions:** The Grantee agrees to report any Budget Revisions or Grant Extensions as follows:
- a. Deviations in excess of 1% from the approved budget or extensions in the grant period require prior approval via OAG Grant Adjustment Request Form. Grantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
 - b. L&PS may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Grantee must be incorporated in written amendments to this grant.
 - c. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to L&PS.
 - d. The Grantee agrees that should circumstances affecting the grant-funded project change it will immediately contact OAG in writing and advise of such changes; and prior to (or not timely) expending any grant funds other than as contained on the approved budget, it will request and receive prior written approval from OAG via a OAG Grant Adjustment Request Form.
14. **Program Income:** The Grantee agrees that all income earned by the Grantee from grant-supported activities is deemed program income. The Grantee agrees to add program income to funds committed to the program to further eligible program objectives. The use of program income must be shown on the detailed cost statements.

State Circular, Grant Agreements-Agency Contracts, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.

15. **Licensing and Publishing:** The Grantee agrees that L&PS and OAG reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a grantee purchases ownership with support. The Grantee agrees that L&PS reserves the right to require the Grantee not to

publish any work, which right shall not be exercised unreasonably. The Grantee assures that any publication by the Grantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

16. **Records Retention:** Unless otherwise directed by OAG, State or Federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven-year period.
17. **Access to Records:** The Grantee agrees to give the New Jersey Attorney General, L&PS and OAG through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.
18. **Grant Fund Availability:** Grantee recognizes and agrees that both the initial provision of funding and the continuation of such funding under this grant is expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of L&PS to make any payment under this grant or to observe and perform any condition on its part to be performed under the grant as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the grant agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.
19. **Subcontracts and Assignments:** The Grantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS. No rights or obligations of the Grantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of OAG and L&PS. The Grantee may not transfer any rights or obligations under this grant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
20. **Advances of State Grants:** If applicable, the Grantee agrees that it will deposit advances of State grants in interest bearing accounts.

21. **Failure to Comply with Award Conditions:** If the Grantee materially fails to comply with the terms of an award, whether stated in a State or Federal statute or regulation, an assurance, general condition, special condition, in a State plan or application, a notice of award, or elsewhere, the Grantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
 - b. Disallow all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the current award for the Grantee's program.
 - d. Withhold further awards for the program.
 - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - f. Take other remedies that may be legally available.

22. **Grant Termination:** When the Grantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Grantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet State requirements.

23. **L&PS Termination of the Grant:** The Grantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the grant. L&PS shall notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

24. **Mutual Termination of the Grant:** L&PS and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

25. **Grant Termination for Convenience:** L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Grantee, for any reason whatsoever, including lack of funding available to L&PS. Upon receipt of a notice of termination for convenience, the Grantee shall cease incurring additional obligations of grant funds. However, L&PS shall allow the Grantee to incur all necessary and proper costs which the Grantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.

26. **Grant Termination - Notification and Due Process:** If the grant award is terminated for the Grantee's failure to comply with State or Federal statutes, regulations, or terms and conditions of the grant, L&PS will provide notification to the Grantee, including information that the decision may be considered in evaluating future applications.

In taking an enforcement action, L&PS may provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

High Risk Grantees: Grantee agrees that under certain instances it may be considered "High Risk":

- a. If L&PS determines that a Grantee: Has a history of unsatisfactory performance.
 - i. Has not filed its quarterly financial reports (Detailed Cost Statements) or Final Grant Narrative in a timely manner.
 - ii. Is not financially stable.
 - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to State Circular Letter, Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
 - iv. Has not conformed to terms and conditions of previous awards.
 - v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- b. If a Grantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Grantee at any time including:
 - i. Issuing payment on a reimbursement basis.
 - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 - iii. Requiring additional, more detailed financial reports.
 - iv. Requiring additional project monitoring.
 - v. Requiring the Grantee obtain technical or management assistance.
 - vi. Establishing additional prior approvals.
 - vii. Wholly or partly suspending or terminate the current award for the Grantee's program.
 - viii. Withhold further and future awards for the program.
- c. If L&PS decides to impose such special conditions, L&PS will notify the Grantee as soon as possible, in writing, of:
 - i. The nature of the special conditions/restrictions.
 - ii. The reason(s) for imposing the special conditions.
 - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.

27. **Corruption of Public Resources Act:** The Grantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse State grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000. The Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from State grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the New Jersey False Claims Act, N.J.S.A. 2A:32C-3.
28. **Prohibition Against State Employee Status:** The Grantee understands and agrees that persons performing services in connection with a grant shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.
29. **Indemnification by non-State Agencies:** The Grantee agrees that it shall be solely responsible for and shall defend, indemnify, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.
30. **Release by State Agencies:** The Grantee shall be responsible for, at its own expense defend itself against, and hereby releases the L&PS for any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Grantee and its employees, representatives, agents, independent contractors or invitees, related to this grant agreement.


SPECIAL CONDITIONS

1. **Prohibited Use of Funds:** The Grantee certifies that all grant funds will be used exclusively for purposes set forth in the grant application.
2. **Prohibition of Supplanting:** The Grantee agrees that funds made available under this program will be used to supplement but not supplant funds that were, or are, set aside for the same purpose.
3. **Compliance with Program Laws and Regulations:** Grantee will follow all applicable requirements and procedures as required by the Department of Law and Public Safety (L&PS), the Office of the Attorney General (OAG), and as outlined in the notification, award, and other letters sent to the Grantee. Grantee also agrees to follow all applicable requirements and procedures as required by the State of New Jersey.
4. **Attorney General's Directive on Body-Worn Cameras:** Attorney General's Directives on Body-Worn Cameras: The Grantee must comply with Attorney General Law Enforcement Directive No. 2015-12021-5, *Law Enforcement Directive Regarding Police Body-Worn Cameras (BWCs) and Stored BWC Recordings*; Attorney General Law Enforcement Directive 2019-4, *Directive Ensuring the Independent Investigation of Criminal Cases Involving Police Use-of-Force or In-Custody Deaths*; as well as any updates to laws and statutes related to BWCs (i.e., N.J.S.A. 40A:14-118.3-.5), and/or new or supplemental guidance to policy, Directives, or Guidelines, concerning BWCs that may occur at the direction and authority of the Attorney General.
5. **Municipal Budget Cap:** In order to be exempt from the municipal budget cap, any monies provided by the municipality must be in the form of matching funds as specified by N.J.S.A. 40A:4-45.3 1. Therefore, the State award and the required fringe benefit match under the Body-Worn Cameras Program are outside the budget cap. However, any additional dollars spent by the municipality in support of the project, including any overmatch, will fall under the Division of Local Government Services budget cap requirements.
6. **Time and Attendance Records:** Grantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions (filled with grant funds); rank/title; employee's name; date hired; annual salary; total daily hours worked, and the signatures of the employee and supervisor.
7. **Financial and Performance Reporting:** The Grantee agrees to file timely Detailed Cost Statements (DCS) and payment vouchers within fifteen (15) days after the end of each quarter. The Grantee also agrees to file a timely Final Grant Narrative Report within fifteen (15) days after the end date of the grant period. The Final Grant Narrative Report should describe accomplishments and activities that took place during the grant period. *The Grantee understands and agrees that failure to comply with these filing deadlines may result in a reduction or total loss of the Grantee's award. L&PS may, at its discretion, terminate this or any other BWC grant awards for delinquent reporting.*

- 8. **Availability of Grant Funds:** The Grantee understands that annual funding for the Body-Worn Cameras Program is uncertain and that funding for each year's grant depends on the continued collection of sufficient program revenue. The Grantee accepts this award on the condition that if sufficient funds are not available, the municipality may not receive its entire State award.
- 9. **Purchase of Equipment, Consumable Supplies, and Services:** The Grantee agrees that all equipment, consumable supplies, and services purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Grantee agrees that all equipment purchased under the subaward will be tagged and properly inventoried to reflect use of federal or State funds, as applicable. The Grantee agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.
- 10. **Eligible Expenses:** Recipients of Body-Worn Camera Grant Program funding will be allotted a fixed dollar amount for each camera to be purchased. This dollar amount will exceed the cost of a camera. The excess funding is to be used for ancillary equipment such as clips, chargers, batteries, etc., as well as storage costs. Recipients are not to profit from this funding; ALL funding is to be used towards the cost of implementing the Body-Worn Camera Grant Program. It is the responsibility of the recipient to maintain proof of all expenditures; this documentation will be requested in the event of an audit or site visit.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Body-Worn Cameras Grant Program; that all the information presented is correct; and that the applicant will comply with the provisions of this grant program and all other applicable Federal and State laws, regulations, and guidelines.



Awardee Kinnelon

Grant # 21-BWC-219

James J. Freda, Mayor
Printed Name
(Mayor, Chief Executive or Village President)

Signature
(Mayor, Chief Executive or Village President)

August 26, 2021
Date

RESOLUTION 8.16.21

AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO IZENBERG APPRAISAL ASSOCIATES TO PROVIDE MUNICIPAL APPRAISER SERVICES

WHEREAS, there exists a need for the Professional Services of a MUNICIPAL APPRAISER for the Borough of Kinnelon, in the County of Morris, State of New Jersey, for the 2021 fiscal year, in accordance with the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et seq.) as a Non-Fair and Open contract, pursuant to the provisions of N.J.S.A. 19:44A-20.4 and/or N.J.S.A. 19:44-20.5; and

WHEREAS, Izenberg Appraisal Associates, 205 Main Street, Chatham, NJ 07928 has submitted a proposal to provide Municipal Appraiser services for a contract term of one (1) year, expiring December 31, 2021 at the following rates:

- 1) \$150.00 / Municipal Hourly Rate
- 2) \$2,500 Preliminary Evaluations
- 3) \$3,500 Commercial Tax Court Appraisal Report
- 4) \$100 / Line – Class 4 Revaluation Review
- 5) \$1,000 / Line – Class 4 Revaluation
- 6) \$75.00 / Municipal Hourly Rate for Staff; and

WHEREAS, Izenberg Appraisal Associates has more than 30 years of experience in Municipal Condemnation and Property Tax Assessments, represents over 50 NJ municipalities and other government entities; and

WHEREAS, the Borough Council finds and concludes that it would be in the best interest of the Borough of Kinnelon to enter into a professional services contract with Izenberg Appraisal Associates based upon the expertise of Izenberg Appraisal Associates in Municipal Appraisal services, extensive Municipal Appraisal experience, and competitive cost proposal; and

WHEREAS, Izenberg Appraisal Associates has completed and submitted a Political Contribution Disclosure Form, Stockholder Disclosure Certification, and a Business Entity Disclosure Certification which certifies that Izenberg Appraisal Associates has not made any reportable contributions to any candidate committee, joint candidates committee, or political party committee representing the elected officials of the Borough of Kinnelon in the previous one year period, pursuant to P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51), N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the Chief Financial Officer of the Borough of Kinnelon has certified, in accordance with N.J.A.C. 5:30(a)(1), that sufficient funds will be available for said purpose in the 2021 budget; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids, and the contract itself, must be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Kinnelon authorizes and directs that the Mayor, Borough Administrator, and/or Purchasing Agent enter into a professional services contract with Izenberg Appraisal Associates as described herein and at a need be

cost of an hourly rate of \$75.00 per hour for the calendar/fiscal year 2021 without further authorization by the Borough Council

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Kinnelon authorizes and directs that the Mayor, Borough Administrator, and/or Purchasing Agent enter into a professional services contract with Izenberg Appraisal Associates as described herein and;

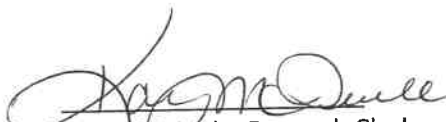
BE IT FURTHER RESOLVED that this contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1) (a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law;

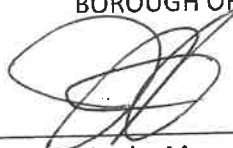
BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this Resolution;

BE IT FURTHER RESOLVED that the Borough Clerk is hereby authorized and directed to cause notice to be published in the official newspaper of the Borough of Kinnelon stating the nature, duration, service, and amount of the contract and that the resolution and contract are on file and are available for public inspection in the Office of the Borough Clerk.

I, Karen M. Iuele, certified this to be true copy of the Resolution Adopted by the Kinnelon Council on this 26th day of August 2021.

ATTEST:


Karen M. Iuele, Borough Clerk

BOROUGH OF KINNELON

James J. Freda, Mayor

General Real Estate
Appraisal & Consultation
Company Profile

Prepared For:
Borough of Kinnelon
130 Kinnelon Road
Kinnelon, NJ 07405

BBG

Izenberg Appraisal Associates
real estate appraisers & consultants

Izenberg Appraisal Associates, now part of BBG

Louis S. Izenberg, MAI, SRA

205 Main Street - PO Box 255
Chatham, NJ 07928
(973) 515-4700



Izenberg Appraisal Associates

real estate appraisers & consultants

Izenberg Appraisal Associates, *now part of BBG*

February 5, 2021

Charlie Daniel, MCFO
Kinnelon Municipal Building
130 Kinnelon Road
Kinnelon, NJ 07405

Re: Borough Appraiser – Commercial Properties

Dear Kinnelon Borough,

Pursuant to your request, the following is a brief outline of our firm and fee schedule for services. The following information is offered to give you a general and specific overview of our firm and some of the ways in which we might serve you.

BBG Izenberg Appraisal Associates, (BGG-IAA) was established in 1975 as a small firm dedicated to high quality valuation services. Today we have grown into one of New Jersey's largest independent commercial appraisal firms. Collectively, we have over 50 years in the real estate industry with a vast amount of experience covering a wide range of valuation issues. Our support staff consists of individuals with a similar dedication to quality and professionalism.

Our experience includes:

- Subdivision Analysis
- Feasibility Studies
- Regional and Community Shopping Centers
- Office Buildings
- Environmental and Stigmatization
- Manufacturing and Warehouse
- Apartment Complexes
- Casinos/Hotels
- Recreation Facilities
- Condemnation/Ad-Valorem Taxation
- Single Family Valuations

February 5, 2021

Borough of Kinnelon, Chief Financial Officer - Borough Administrator

On a specific basis, I have been an active valuation practitioner as a real estate expert in Condemnation and Property Tax Assessments for 35 years. I currently represent the following communities,

- Ramsey
- Allendale
- Upper Saddle River
- HoHoKus
- Midland Park
- Teterboro
- Closter
- Waldwick
- Millburn
- Parsippany
- Lincoln Park
- Rockaway Township
- Harmony Township
- Mansfield Township
- NJDEP-Green Acres Program
- GSA
- NJ Transit
- New Jersey Meadowlands Commission
- Borough of Carteret Redevelopment
- Passaic City Redevelopment
- New Jersey DOT
- Montville Township

August 26, 2021

February 5, 2021

Borough of Kinnelon, Chief Financial Officer - Borough Administrator

On Tax Appeal matters, we can assist your offices in the preparation of Preliminary Case Evaluations, Settlement Negotiations and or the preparation of appraisal reports to be utilized as the basis of testimony before the New Jersey Tax Court. With respect to Municipal Wide Revaluations, I can prepare valuations for all Class 4's or review the proposed Class 4 Valuations for the assessor's office and work with the Revaluation Firm to insure that the municipality receives a quality assessment program that is compliant with the terms of the contract.

If you have any questions, please feel free to give us a call.

Sincerely,

Louis S. Izenberg, MAI, SRA
Managing Director
Lizenberg@bbgres.com

SUMMARY

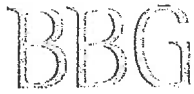
Company: BBG | Izenberg Appraisal Associates
205 Main Street - PO Box 255
Chatham, New Jersey 07928
(973) 515-4700
(973) 515-4720 Fax
www.bbgres.com

Contact Person: Louis S. Izenberg, MAI, SRA
Managing Director
lizenberg@bbgres.com

2021 Typical Billing Rates:

For:	Louis S. Izenberg, MAI, SRA:	\$150.00/Municipal Hourly Rate
		\$2,500 Preliminary Evaluations per Tax Year
		\$3,500 Commercial Tax Court Appraisal Report ¹
		\$100/Line - Class 4 Revaluation Review
		\$1,000/Line - Class 4 Revaluation
		\$75.00/Municipal Hour Rate for Staff

¹ If in the event the appraisal fee may exceed \$3,500, we will obtain specific authorization.



Louis S. Izenberg, MAI, SRPA, SRA
Managing Director-Litigation Support Leader
Office: 973-515-4700
Cell: 201-400-6365
lizenberg@bbgres.com

PROFILE

Louis Izenberg is Managing Director at BBG Inc. in the New Jersey office, formerly known as Izenberg Appraisal Associates. He has been providing appraising and consulting services since 1985 with a concentration in litigation. His practice is diversified encompassing the valuation and evaluation of commercial, industrial, special purpose and large complex residential projects.

Mr. Izenberg's experience includes subdivision analysis, feasibility studies, regional and community shopping centers, malls, office buildings, manufacturing and warehouse properties, apartment complexes, cooperative buildings, mobile home parks, adult health care facilities, quarries, hotels/motels, casinos and golf & country clubs.

PROFESSIONAL AFFILIATIONS

Appraisal Institute Designations:

- MAI
- SRPA
- SRA
- Past Board of Directors- Metro NJ of the Appraisal Institute
- Past Regional Member- Review and Council Committee, Region VI- Appraisal Institute

General Certified Appraiser:

State of New Jersey (License No. 42RG-22400)

State of New York (License No. 46000026825)

Licensed Real Estate Salesman, New Jersey

COURSEWORK

Appraisal Institute:

- Standards of Professional Practice
 - Real Estate Appraisal Principles
 - Basic Valuation Procedures
 - Capitalization Theory & Techniques (A)
 - Capitalization Theory & Techniques (B)
 - Case Studies in Real Estate Valuation
 - Valuation Analysis & Report Writing
 - Course 101 - Intro. to Appraising Real Property
 - Course 102 - Applied Residential Valuation
 - Course 201 - Income Property Valuation
 - Course 202 - Applied Income Property Valuation
-

EDUCATION

- Fairleigh Dickinson University, Bachelor of Arts
- Wroxton College, Oxford, England

Qualified Expert Witness:

- Tax Court of New Jersey
- Superior Courts of New Jersey and Pennsylvania
- U.S. Bankruptcy Courts
- Various County Tax Boards
- Various Condemning Authorities
- Various Condemning Authorities

PARTIAL LIST OF CLIENTS

BANKS AND FIDUCIARY AGENCIES

Available Upon

LAW FIRMS

Waters, McPherson & McNeill
 Chiesa Shahinian & Giantmasi
 Weiner Lesniak
 Epstein & Gioia
 DeCotiis & Pinto
 Cole Schotz
 Budd Larner

McElroy, Deutsch
 Lavery, Selvaggi, Abromitis & Cohen
 Stern, Laventhal, Norgaard
 Chasen Leyner & Lamparello
 Einhorn Harris, Asher
 Inglesino, Webster, Wyciskala
 Garippa, Lotz & Giannuario

Skoloff & Wolfe
 Carlin & Ward
 Brach, Eichler
 Greenbaum, Rowe, Smith & Ravin
 McCarter & English
 Wells, Jaworski & Lieberman
 Price Meese

MAJOR ASSIGNMENTS

Garden State Plaza Mall
 Bernardsville Quarry
 Allendale Industrial Park
 Hilton Hotel - Parsippany
 Merrill Creek Reservoir
 Short Hills Village Apartments
 Toresco's Autoland Dealership
 The Hills Development
 Novartis Pharmaceuticals
 Lanidex Office Park
 Port Liberté Development
 Trump Plaza Casino & Hotel
 Mediterranean Towers West
 GAF Chemical Plant - Linden
 Parsippany Hilton Hotel
 Gill St. Bernards School
 Princeton Forrestal Village
 Twin Brooks G&CC
 Chilton Towers - Elizabeth
 Hamburg Quarry
 Phillipsburg Mall

Palmer Square - Princeton
 AT&T World Headquarters
 Glenpointe Hotel & Office Complex
 Crestmont Golf & CC
 Forest Hills Condominiums
 Maplewood Golf and CC
 Garrett Mountain Office Park
 Madison Hotel-Morris Twp
 Rockaway Valley Country Club
 Cedar Hill Country Club
 Mayfair Farms Catering Facility
 Claridge Casino & Hotel
 Sands Hotel & Casino
 Carolier Bowling Center
 Dwight Englewood School
 St.Barnabas Hospital
 Freehold Raceway Mall
 Copper Hill G&CC
 Hudson Mall - Jersey City
 Prospect Heights Nursing Home
 Rockaway Square Mall

DEVELOPERS & CORPORATIONS

Mack-Cali Company
 Bukiet Properties
 Six Flags Great Adventure
 Prudential Realty Corp
 Verizon Corp
 Siemans Corporation
 Shackamaxon Country Club
 Cronheim Companies
 Laurel Hill Cemetery
 Exxon-Mobil Corporation
 Vornado Corporation
 Midas Realty Corporation
 U-Haul Real Estate Company
 Bell Atlantic Mobile System
 The Heller Group
 Kushner Companies
 at&t
 Sanzari Companies
 Garden Homes
 Legow Management
 Embassy Suites - Secaucus

MUNICIPALITIES & GOVERNMENT AGENCIES

Borough of Ramsey
 Borough of Morris Plains
 Borough of Allendale
 Borough of Bernardsville
 Borough of Closter
 Borough of Ridgefield
 Borough of HoHoKus
 Borough of Mendham
 Borough of Carlstadt
 Borough of Midland Park
 Borough of Lopatcong
 Nj-Green Acres
 Borough of Mansfield
 N.J. D.E.P.
 N.J. H.M.F.A
 Morris Cty. Bd. of Freeholders
 NJ Transit
 Internal Revenue Service (IRS)
 NJ DOT

Borough of Kinnelon
 Borough of Netcong
 Borough of Saddle River
 Borough of Upper Saddle River
 Township of East Hanover
 Township of Rockaway
 Township of Boonton
 Township of Millburn
 Township of Freehold
 Township of Lyndhurst
 Township of Chester
 Township of Fredon
 Township of Little Falls
 Township of Mount Olive
 Township of Wantage
 Sussex County Bd of Free.
 Freddie Mac
 Federal Deposit Insurance Corp
 NJ Meadowlands

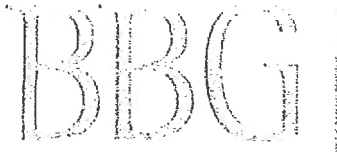
Twp. of Parsippany Troy Hills
 Township of Denville
 Township of Jefferson
 Township of Rockaway
 Township of Hanover
 Township of Montville
 Township of Bridgewater
 Township of Long Hill
 Borough of Teterboro
 Township of Montvale
 Township of Harmony
 Township of Secaucus
 Township of Wyckoff
 Township of Roxbury
 Township of Wayne
 Hunterdon Cty Bd of Freeholders
 Warren Cty Bd of Freeholders
 General Services Administration
 Morris County Board of Freeholders

NEW JERSEY

P + 973.515.4700
 205 MAIN STREET
 + PO BOX 255
 CHATHAM, NJ 07928

BBGRES.COM

August 26, 2021



Izenberg Appraisal Associates
real estate appraisers & consultants

Izenberg Appraisal Associates, now part of BBG

February 5, 2021

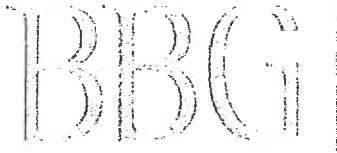
Charlie Daniel, MCFO
Borough of Kinnelon
130 Kinnelon Road
Kinnelon, NJ 07405

Dear Borough of Kinnelon,

The undersigned has reviewed our Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the Borough of Kinnelon in connection with the Borough's need for General Real Estate Appraisal Services.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are actual, factual and complete to the best of our knowledge and belief that the Qualification Statement is submitted in good faith upon the express understanding that any false statement may result in disqualification of Louis S. Izenberg.

Louis S. Izenberg, MAI, SRA
Managing Director
BBG-Izenberg
Dated: February 5, 2021



Izenberg Appraisal Associates
real estate appraisers & consultants

Izenberg Appraisal Associates, *non part of BBG*

February 5, 2021

Charlie Daniel, MCFO
Borough of Kinnelon
130 Kinnelon Road
Kinnelon, NJ 07405

Dear Borough of Kinnelon,

The undersigned, as Respondent, has submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the Borough of Kinnelon in connection with the Borough's need for General Real Estate Appraisal Services.

Louis S. Izenberg, MAI, SRA HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.
2. Louis S. Izenberg agrees to participate in good faith in the procurement process as described in the RFQ
3. Louis S. Izenberg acknowledges that all costs incurred by it in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFQ, or any negotiation which results therefrom, shall be borne exclusively by the respondent.
4. Louis S. Izenberg hereby declares that the only persons participating in the Qualification Statement as principles are named herein and that no person other than those herein mentioned has any participation in the Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principles, but only if acceptable to the Township/Borough. Louis S. Izenberg declares that this qualification Statement is made without connection with any person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith without collision or fraud.
5. Louis S. Izenberg acknowledges and agrees that the Borough may modify, amend, suspend and or terminate the procurement process (in its' sole judgement). In any case, the Township/Borough shall not have any liability to the Respondent with respect to procurement activities described in the RFQ.
6. Louis S. Izenberg acknowledges that any contract executed with respect to the provision of General Real Estate Appraiser must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

Louis S. Izenberg, MAI, SRA
Managing Director
BBG | Izenberg Appraisal Associates
Dated: February 5, 2021

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF AUTHORITY

BBG VALUATION INC.
0450426172

The above-named FOREIGN FOR-PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 10/10/2019 and was assigned identification number 0450426172. Following are the articles that constitute its original certificate.

1. **Name:**
BBG VALUATION INC.
 2. **Registered Agent:**
C.C. CORPORATION
 3. **Registered Office:**
620 BEEK LAUREL RD #305
EAST BRIDGEWATER, NEW JERSEY 08820
 4. **Business Purpose:**
COMMERCIAL REAL ESTATE VALUATION, ADVISORY, AND APPRAISAL SERVICES
 5. **Incorporated Under the Laws of:**
DELAWARE ON 05/04/2019
 6. **Effective Date of this filing is:**
10/10/2019
 7. **Main Business Address:**
6300BOUGLASS AVENUE
SUITE 600
DALLAS, TEXAS 75225
- Signatures:**
CHRISTOPHER ROACH
CEO



Christoph Roach, Secretary
Division of Revenue and Enterprise Services
Department of the Treasury, P.O. Box 255, Chatham, NJ 07928

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
10th day of October, 2019

Elizabeth Maher Muir
State Treasurer



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: BBG VALUATION INC.
Trade Name: BBG VALUATION
Address: 8300 DOUGLAS AVENUE SUITE 600
DALLAS, TX 75225-5603
Certificate Number: 2429726
Effective Date: February 20, 2020
Date of Issuance: March 05, 2020

For Office Use Only:
20200303111641472



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Texas 500 N. Central Expressway, Ste 550 Plano TX 75074	CONTACT NAME	
	PHONE (A/C. No. ext.) 972-673-7300	FAX (A/C. No.)
INSURED BBG, Inc. 8900 Douglas Avenue, Suite 600 Dallas TX	E-MAIL ADDRESS: Eni.Devon@AssuredPartners.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Charter Oak Fire Ins. Company	NAIC # 25615
	INSURER B: Endurance American Specialty Insurance	4171B
	INSURER C: Travelers Property Casualty Company of America	25674
	INSURER D: Travelers Property Casualty Company of America	25674
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 15426910 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE	TYPE OF INSURANCE	ADDED	DELETED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> CO-COUP <input checked="" type="checkbox"/> No Deductible <input type="checkbox"/> Deductible \$ <input type="checkbox"/> PERILS <input checked="" type="checkbox"/> PRODUCTS <input checked="" type="checkbox"/> CONTRACTS <input type="checkbox"/> LOGS <input checked="" type="checkbox"/> OTHER (List below)	Y	Y	6307N33310A	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (occurrence) \$ 1,000,000 MED EXP (occurrence) \$ 10,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CONTRACTS \$ 2,000,000 Total Gen Agg Limit \$ 30,000,000
G	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-SCHEDULED AUTOS ONLY	Y	Y	BA7N3601B2	7/1/2020	7/1/2021	COMPREHENSIBLE LIMIT (Per Occurrence) \$ 1,000,000 BODILY INJURY (Per Occurrence) \$ BODILY INJURY (Per Annum) \$ PROPERTY DAMAGE (Per Occurrence) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> No Deductible \$ 10,000	Y	Y	CA07N36844	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY EMPLOYER'S RESPONSIBILITY EXCLUDED (Mandatory in NJ) (State Statute Number DESCRIBED BY OTHER POLICIES below)	Y	N/A	UB08R07310	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STAFF/EMP <input type="checkbox"/> OTHER P.L. EACH ACCIDENT \$ 1,000,000 P.L. DISEASE - EARLY AID \$ 1,000,000 P.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			PRO30001165401	7/1/2020	7/1/2021	Each Claim Aggregate Limit Per Occurrence \$ 5,000,000 \$ 5,000,000 \$0,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (AGENCY 111, Additional Remarks Schedule may be attached if more space is required)
 A.M. Best Rating:
 The Charter Oak Fire Insurance Company: A++, XV
 Travelers Property Casualty Company of America: A++, XV
 Endurance American Specialty Insurance: A+, XV
 Hired Auto Physical Damage Deductibles: Comprehensive \$500 / Collision \$500
 The General Liability includes Form CGD321 (01/04) Total General Aggregate Limit Designated Project(s) - General Aggregate Limit that provides Total See Attached...

CERTIFICATE HOLDER The Township of Rockaway Attn: Patricia Seger 65 Mount Hope Rd. Rockaway NJ 07866	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank. BBG, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 8300 Douglas Avenue, Suite 600	Requester's name and address (optional)
	6 City, state, and ZIP code Dallas, TX 75225	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)	Social security number										
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"> </td> <td style="width: 25%;">-</td> <td style="width: 25%;"> </td> <td style="width: 25%;">-</td> <td style="width: 25%;"> </td> </tr> </table>		-		-						
	-		-								
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	or Employer identification number <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%;">4</td> <td style="width: 12.5%;">7</td> <td style="width: 12.5%;">-</td> <td style="width: 12.5%;">3</td> <td style="width: 12.5%;">9</td> <td style="width: 12.5%;">4</td> <td style="width: 12.5%;">2</td> <td style="width: 12.5%;">4</td> <td style="width: 12.5%;">0</td> <td style="width: 12.5%;">4</td> </tr> </table>	4	7	-	3	9	4	2	4	0	4
4	7	-	3	9	4	2	4	0	4		

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Spencer N. N...* Date ▶ *01/07/2019*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.

STATE OF NEW JERSEY DEPARTMENT OF TREASURY AND REVENUE
EXECUTIVE DIRECTOR'S OFFICE OF PROPERTY REGULATIONS, PUBLIC UTILITIES AND CONSUMER AFFAIRS

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Real Estate Appraisers Board

HAS CERTIFIED

Louis S. Izenberg
18 Hilltop Terrace
Chatham NJ 07928

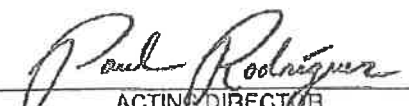
FOR PRACTICE IN NEW JERSEY AS A(N): **Certified General Appraiser**

11/01/2019 TO 12/31/2021
VALID

42RG00022400
LICENSE/REGISTRATION/CERTIFICATION #



Signature of Licensee/Registrant/Certificate Holder



ACTING DIRECTOR

RESOLUTION 08.17.21

AUTHORIZING SOIL DISTURBANCE PERMIT
286 BROOK VALLEY ROAD-BLOCK 56101 LOT 106

WHEREAS, the Mayor and Council of the Borough of Kinnelon approves the Soil Disturbance Permit for 286 Brook Valley Road, Block 56101 Lot 106; and

WHEREAS, Vafa Sarmasti 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, 286 Brook Valley Road, Kinnelon NJ.

Dated: August 26, 2021

A handwritten signature in black ink, appearing to read "K. M. Luele", written over a horizontal line.

Karen M. Luele, RMC
Borough Clerk

August 26, 2021

DARMOFALSKI ENGINEERING ASSOCIATES, INC.

CIVIL ENGINEERS

**86 NEWARK POMPTON TURNPIKE
RIVERDALE, NJ 07457-1429**

TEL: (973)835-8300 | FAX: (973)835-1117

August 25, 2021

Ms. Karen Iuele, RMC
Municipal Clerk
Borough of Kinnelon
130 Kinnelon Road
Kinnelon, NJ 07405-2336
Attention: Mayor & Council

RE: *Soil Disturbance Permit*

***Applicant/Owner:* Vafa Sarmasti
286 Brook Valley Road, Kinnelon, NJ**

***Project Location:* 286 BROOK VALLEY ROAD
Block 56101, Lot 106 on Kinnelon Tax Map Sheet #61
Zone: Residential**

Dear Ms. Iuele:

We are in receipt of the following documents in support of a request for a Soil Disturbance Permit:

1. New Account Escrow Information Sheet, dated August 12, 2021;
2. Property Survey, enclosing one (1) sheet, prepared by Douglas B. Smith of DAB Surveying, dated November 20, 2020;
3. On-Site Wetlands & State Open Water Assessment / Pool Location & Grading Plan Review, prepared by PK Environmental, dated October 29, 2020;
4. Survey of Property, consisting of one (1) sheet, prepared by Lakeland Surveying, dated March 22, 2021, no revisions; and,
5. Pool Plan, consisting of one (1) sheet, prepared MAP Engineering Inc., dated July 1, 2021, revised August 23, 2021.

Project Summary

The Applicant is seeking approvals to construct a pool, pool equipment, patio, and stormwater detention system to the side and rear of the existing single-family residence. The subject property is a conforming "back lot" with a lot area of 3.08 acres and a lot frontage of 50.00 feet where minimum of 3 acres and 50 feet are required, respectively. The proposed pool conforms to the setback requirements of §178-5 of the Borough Code.

DARMOFALSKI ENGINEERING ASSOCIATES, INC.

TO: Mayor and Council of Kinnelon Borough
RE: Soil Disturbance Permit – Sarmasti, 286 Brook Valley Road

August 25, 2021
Page 2 of 3

We recommend conditional approval of the Soil Disturbance Permit provided the Applicant agrees to address and comply with the following items:

1. *If this Application is approved, then we recommend the Borough collect a Permit Fee in the amount of \$31.35 (\$0.25 x 61 cubic yards for the soil export and \$0.10 for 161 cubic yards of soil movement within the same site). The applicant shall pay this fee prior to being issued a signed and sealed resolution of approval.*
2. *The Applicant shall submit two (2) original signed and sealed drawings to our office prior to commencing work on the subject property.*
3. The limit of disturbance shall be adhered to by the applicant, owner and all contractors. There shall be no temporary or permanent disturbance beyond the limits shown on the approved plans.
4. There shall be no field changes deviating from the approved soil moving plan which would cause wall construction above or beyond the limits of any walls shown on the approved plans.
5. There shall be no changes to the approved plans, including site plans, pool size and location, accessory structure locations, contours, spot elevations, stormwater management facilities, etc. If field conditions necessitate deviations from the approved plans, then all work shall stop until revised plans can be prepared by the owner's professionals and submitted to the Borough Engineer and Building Department for review and approval prior to constructing any modifications.
6. The applicant shall provide documentation showing any imported materials conform to § 169-13.B. of the Borough Code which states "fill shall consist of topsoil, earth, rock, gravel, quarry process, or sand obtained solely from virgin sources." If the soil disturbance permit is issued, the applicant and all contractors retained by the applicant shall agree to provide written documentation for any and all imported fill originated from virgin sources. Note: The use of recycled asphalt pavement (RAP), commonly known as "millings," and the use of recycled concrete products (RCA) are prohibited.
7. Homeowners and all contractors are responsible for contacting the Borough Engineer for site inspections prior to and during the construction of all improvements, including but not limited to: retaining walls, curbs, seepage pits, trench drains, storm drainage and associated piping, landscaping, guide rails, fence, etc. Adequate notice of at least three business days shall be provided prior to beginning construction of these improvements. *This office will not approve improvements which have been constructed and backfilled without inspections.*
8. An as-built topographic survey prepared by a licensed professional land surveyor and a final site inspection by the Construction Official and Borough Engineer will be necessary prior to issuance of a certificate of occupancy to ensure all items of construction are in conformance with the approved plans. The as-built survey shall provide the location of all aboveground and below ground improvements, including septic system, wells, drainage structures, and utilities.

August 26, 2021

DARMOFALSKI ENGINEERING ASSOCIATES, INC.

TO: Mayor and Council of Kinnelon Borough
RE: Soil Disturbance Permit – Sarmasti, 286 Brook Valley Road

August 25, 2021
Page 3 of 3

If you have any questions, please contact me by telephone (973) 835-8300 extension 112 or by email tab@darmofalski.com.

Very truly yours,

Darmofalski Engineering Associates, Inc.



Thomas A. Boorady, PE, PP, CME, CFM
Kinnelon Borough Engineer

cc: Mayor & Council
Charles Daniel, CFO – Borough Administrator
Chris Walthour – Construction and Zoning Official - Bloomingdale Building Dept.
Timothy Zachok – Kinnelon Board of Health
Joe Hogan – Applicant's Engineer
Vafa Sarmasti – Applicant

RESOLUTION 08.18.21

CHAPTER 159 TO ADD THE
DEPARTMENT OF TRANSPORTATION
GRANT TO THE 2021 MUNICIPAL
BUDGET - \$265,000.00

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such items shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount;

SECTION 1.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Kinnelon hereby requests the Director of the Division of Local Government Service to approve the insertion of an item of revenue in the budget year 2021 which item is now available as a revenue from

MISCELLANEOUS REVENUES

State and Federal Revenues Offset with appropriations:

DOT Grant \$265,000.00

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$265,000.00 be and the same is hereby appropriated to General Appropriations.

Excluded from the Cap and under the caption:

General Appropriations

(A) Operations excluded from the Caps
State and Federal Programs Offset by Revenues.

DOT Grant \$265,000.00

SECTION 3.

BE IT FURTHER RESOLVED that a certified copy of this resolution be filed in the Office of the Director of Local Government Services.

DATED: 8-26-21


Karen M. Iuele, RMC
Borough Clerk

RESOLUTION 08.19.21

AUTHORIZING APPOINTMENT OF
COUNCILMAN S. MABEY AS THE
REPRESENTATIVE FOR P.R.B.R.S.
FOR THE BOROUGH OF KINNELON

WHEREAS, the Mayor and Council wishes to appoint Councilman S. Mabey as the Kinnelon Borough Pequannock River Basin Regional Sewerage Authority Representative; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough Of Kinnelon approve the appointment of Councilman S. Mabey as the Kinnelon Borough Pequannock River Basin Regional Sewerage Authority Representative.

CERTIFICATION

I, Karen M. Iuele, 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 August 26, 2021.

Dated: August 26, 2021


Karen M. Iuele, Borough Clerk

LGCCC 2R-A
Municipal Record Service (609) 547-2444

LICENSE FOR: Raffle License No. RL-852 -KB
(Insert Bingo or Raffles)

Identification No. 238-5-20619
(Display this license conspicuously
During the conduct of the games)

Insert Name
Of Municipality BOROUGH OF KINNELON

Insert Name of
Licensee Kinnelon High School Home and School Association

Address 121 Kinnelon Road, Kinnelon, New Jersey 07405

(cross out line which)

1. This license allows the licensee to conduct Raffles of the kind stated,
The winner to be determined on each of the dates, at the places and during the hours shown below:

Kind of Game	Date	Place	During hours
On Premises Raffle	11/10/2021	Kinnelon High School 121 Kinnelon Rd Kinnelon, NJ	6:00 – 10:00p.m

2. The value and character of the prizes authorized to be offered and given on each date are:

50 Basket Raffle @ \$50.00 each

3. This license is valid only if the entire net proceeds are devoted to the following specific purpose:

To Provide Programs, Scholarships and Grants for Kinnelon High School Students

4. The names and addresses of the members under whom the games will be held, operated and conducted are:

Names	Addresses
Jean Donaldson	20 Black Oak Lane Kinnelon, NJ
Susan Delaney	3 Sugar Hill Road, Kinnelon NJ

Issued by order of MAYOR AND COUNCIL ON August 9, 2021

(SEAL)


(Signature of Municipal Clerk)

Games must be played in accordance with the rules of the Control Commission.
See Parts VI, VII and VIII of Rules and Regulations.

LGCCC 2R-A
Municipal Record Service (609) 547-2444

LICENSE FOR: Raffle License No. RL-853 -KB

(Insert Bingo or Raffles)

Identification No. 238-5-20619

Insert Name (Display this license conspicuously)
Of Municipality BOROUGH OF KINNELON During the conduct of the games

Insert Name of Licensee Kinnelon High School Home and School Association

Address 121 Kinnelon Road, Kinnelon, New Jersey 07405

(cross out line which) Raffle of the kind stated

1. This license allows the licensee to conduct

The winner to be determined on each of the dates, at the places and during the hours shown below:

Kind of Game	Date	Place	During hours
On Premises Raffle	11/10/2021	Kinnelon High School 121 Kinnelon Rd Kinnelon, NJ	6:00 – 10:00p.m

2. The value and character of the prizes authorized to be offered and given on each date are:

50/50 on Premises Raffle

3. This license is valid only if the entire net proceeds are devoted to the following specific purpose:

To Provide Programs, Scholarships and Grants for Kinnelon High School Students

4. The names and addresses of the members under whom the games will be held, operated and conducted are:

Names	Addresses
Jean Donaldson	20 Black Oak Lane Kinnelon, NJ
Susan Delaney	3 Sugar Hill Road, Kinnelon NJ

Issued by order of MAYOR AND COUNCIL ON August 9, 2021
(SEAL)


(Signature of Municipal Clerk)

Games must be played in accordance with the rules of the Control Commission.
See Parts VI, VII and VIII of Rules and Regulations.

LGCCC 2R-A
Municipal Record Service (609) 547-2444

LICENSE FOR: Bingo License No. RL-854 -KB
(Insert Bingo or Raffles)

Identification No. 238-5-20619
(Display this license conspicuously
During the conduct of the games)

Insert Name
Of Municipality BOROUGH OF KINNELON

Insert Name of
Licensee Kinnelon High School Home and School Association

Address 121 Kinnelon Road, Kinnelon, New Jersey 07405

(cross out line which) Bingo (not to Exceed 35 games)

1. This license allows the licensee to conduct
The winner to be determined on each of the dates, at the places and during the hours shown below:

Kind of Game	Date	Place	During hours
On Premises Raffle	11/10/2021	Kinnelon High School 121 Kinnelon Rd Kinnelon, NJ	7:00 – 10:00p.m

2. The value and character of the prizes authorized to be offered and given on each date are:

50/50 on Premises Bingo

3. This license is valid only if the entire net proceeds are devoted to the following specific purpose:


To Provide Programs, Scholarships and Grants for Kinnelon High School Students

4. The names and addresses of the members under whom the games will be held, operated and conducted are:

Names	Addresses
Jean Donaldson	20 Black Oak Lane Kinnelon, NJ
Susan Delaney	3 Sugar Hill Road, Kinnelon NJ

Issued by order of MAYOR AND COUNCIL ON August 9, 2021

(SEAL)


(Signature of Municipal Clerk)

Games must be played in accordance with the rules of the Control Commission.
See Parts VI, VII and VIII of Rules and Regulations.

LGCCC 2R-A
Municipal Record Service (609) 547-2444

LICENSE FOR: Raffle License No. RL-860-KB
(Insert Bingo or Raffles)

Identification No. 238-5-20619
(Display this license conspicuously
During the conduct of the games)

Insert Name
Of Municipality BOROUGH OF KINNELON
Insert Name of
Licensee Kinnelon High School Home and School Association

Address 121 Kinnelon Road, Kinnelon, New Jersey 07405

(cross out line which) Bingo (not to Exceed 35 games)

1. This license allows the licensee to conduct
The winner to be determined on each of the dates, at the places and during the hours shown below:

Kind of Game	Date	Place	During hours
On Premises Raffle	11/10/2021	Kinnelon High School 121 Kinnelon Rd Kinnelon, NJ	6:00 – 10:00p.m

2. The value and character of the prizes authorized to be offered and given on each date are:
50/50 on Premises

3. This license is valid only if the entire net proceeds are devoted to the following specific purpose:
To Provide Programs, Scholarships and Grants for Kinnelon High School Students

4. The names and addresses of the members under whom the games will be held, operated and conducted are:

Names	Addresses
Jean Donaldson	20 Black Oak Lane Kinnelon, NJ
Susan Delaney	3 Sugar Hill Road, Kinnelon NJ

Issued by order of MAYOR AND COUNCIL ON August 9, 2021

(SEAL)


(Signature of Municipal Clerk)

Games must be played in accordance with the rules of the Control Commission.
See Parts VI, VII and VIII of Rules and Regulations.

ORDINANCE # 10-21

BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF NEW FIREFIGHTING EQUIPMENT BY THE BOROUGH OF KINNELON, IN THE COUNTY OF MORRIS, NEW JERSEY, APPROPRIATING \$595,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$566,000 BONDS OR NOTES OF THE BOROUGH FOR FINANCING SUCH APPROPRIATION.

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF KINNELON, IN THE COUNTY OF MORRIS, NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvement described in Section 3 of this bond ordinance is hereby authorized as a general improvement to be made or acquired by the Borough of Kinnelon, in the County of Morris, New Jersey. For the said improvement or purpose stated in said Section 3, there is hereby appropriated the sum of \$595,000, said sum being inclusive of all appropriations heretofore made therefor and including the sum of \$29,000 as the down payment for said improvement or purpose required by law and now available therefor by virtue of provision in a previously adopted budget or budgets of the Borough for down payment or for capital improvement purposes.

Section 2. For the financing of said improvement or purpose and to meet the part of said \$595,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$566,000 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes

of the Borough in a principal amount not exceeding \$566,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

Section 3. (a) The improvement hereby authorized and purpose for the financing of which said obligations are to be issued is the acquisition, by purchase, of new and additional firefighting equipment for the preservation of life and property in the Borough, including of one (1) pumper truck for use by the Kinnelon Volunteer Fire Company, including all appurtenances, accessories and attachments necessary therefor or incidental thereto, all as shown on and in accordance with the specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved.

(b) The estimated maximum amount of bonds or notes to be issued for said purpose is \$566,000.

(c) The estimated cost of said purpose is \$595,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the amount of the said \$29,000 down payment for said purpose.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The said purpose described in Section 3 of this bond ordinance is not a current expense and is a property or improvement which the Borough may lawfully acquire or make as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of said purpose within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is ten (10) years.

(c) The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the Borough Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Borough as defined in said Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$566,000, and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$30,000 for interest on said obligations, costs of issuing said obligations and other items of expense listed in and permitted under section 40A:2-20 of said Local Bond Law may be included as part of the cost of said improvement and is included in the foregoing estimate thereof.

Section 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer, the acting chief financial officer or the treasurer of the Borough (the "Chief Financial Officer") provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale at not less than par and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest

from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body of the Borough at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.


Section 6. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this bond ordinance. Said obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of said obligations and interest thereon without limitation of rate or amount.

Section 7. The capital budget or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the Borough Clerk and are available for public inspection.

Section 8. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by said Local Bond Law.

Dated:

KARAO M. TUSLE
Karao M. Tusle
Borough Clerk


JAMES FREDA, Mayor

ORDINANCE # 11-21

BOND ORDINANCE APPROPRIATING 1,370,000, AND AUTHORIZING THE ISSUANCE OF \$1,304,000 BONDS OR NOTES OF THE BOROUGH, FOR VARIOUS IMPROVEMENTS OR PURPOSES AUTHORIZED TO BE UNDERTAKEN BY THE BOROUGH OF KINNELON, IN THE COUNTY OF MORRIS, NEW JERSEY.

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF KINNELON, IN THE COUNTY OF MORRIS, NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized as general improvements to be made or acquired by the Borough of Kinnelon, in the County of Morris, New Jersey. For the said several improvements or purposes stated in said Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriations made for said improvements or purposes, said sum being inclusive of all appropriations heretofore made therefor and amounting in the aggregate to 1,370,000 including the aggregate sum of \$66,000 as the several down payments for said improvements or purposes required by law and more particularly described in said Section 3 and now available therefor by virtue of provision in a previously adopted budget or budgets of the Borough for down payment or for capital improvement purposes.

Section 2. For the financing of said improvements or purposes and to meet the part of said 1,370,000 appropriations not provided for by application hereunder of said down payments, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$1,304,000 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable

notes of the Borough in a principal amount not exceeding \$1,304,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

Section 3. The improvements hereby authorized and the several purposes for the financing of which said obligations are to be issued, the appropriation made for and estimated cost of each such purpose, and the estimated maximum amount of bonds or notes to be issued for each such purpose, are respectively as follows:

<u>IMPROVEMENT OR PURPOSE</u>	<u>APPROPRIATION AND ESTIMATED COST</u>	<u>ESTIMATED MAXIMUM AMOUNT OF BONDS AND NOTES</u>
(a) Acquisition by purchase of new and additional equipment including, but not limited to, one (1) backhoe for use by the Department of Public Works of the Borough, together with all equipment, attachments and accessories necessary therefor or incidental thereto, all as shown on and in accordance with the specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved	\$130,000	\$123,800
(b) Improvement of various roads in and by the Borough, by the reconstruction and resurfacing thereof to provide a roadway pavement of at least equal in useful life or durability to a roadway pavement of Class B reconstruction (as such term is used or referred to in section 40A:2-22 of said Local Bond Law), including without limitation, Round Hill Road, Round Hill Terrace, Dixon Terrace, Alize Drive, Stone House Road and Birch Road/Seabirt Lane, together with all drainage facilities, landscaping, equipment, site work, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved	360,000	342,200
(c) Improvement of the water supply and distribution system and the sanitary sewerage collection system in and by the Borough, including the installation of new pipes, laterals and mains in and along Walnut Land to the site of the proposed Emergency Shelter/Community Center, together with all structures, equipment, site work, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved	650,000	619,000
(d) Acquisition of new and additional of vehicular equipment including, but not limited to, one (1) dump		

truck and one (1) rolloff truck for use by the Department of the Public Works of the Borough, together with all attachments, appurtenances and equipment necessary therefor or incidental thereto, all as shown on and in accordance with the specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved	<u>230,000</u>	<u>219,000</u>
Totals	1,370,000	\$1,304,000

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the said down payment for said purpose.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The said purposes described in Section 3 of this bond ordinance are not current expenses and each is a property or improvement which the Borough may lawfully acquire or make as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said purposes within the limitations of said Local Bond Law and taking into consideration the respective amounts of the said obligations authorized for the several purposes, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 23.87 years.

(c) The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the Borough Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Borough as defined in said Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$1,304,000, and the

said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) Amounts not exceeding \$200,000 in the aggregate for interest on said obligations, costs of issuing said obligations, engineering costs and other items of expense listed in and permitted under Section 40A:2-20 of said Local Bond Law may be included as part of the costs of said improvements and are included in the foregoing estimate thereof.


Section 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer, the acting chief financial officer or the treasurer of the Borough (the "Chief Financial Officer") provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale at not less than par and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body of the Borough at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

Section 6. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this bond ordinance. Said obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of said obligations and interest thereon without limitation of rate or amount.


Section 7. The capital budget or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the Borough Clerk and are available for public inspection.

Section 8. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by said Local Bond Law.

Dated: 8-26-2021



Karen M. Iuele
Borough Clerk



James J. Freda, Mayor

ORDINANCE NO. 12-21

**AN ORDINANCE AMENDING ARTICLE IXA,
TOWING AND STORAGE OF VEHICLES, OF
CHAPTER 84, VEHICLES AND TRAFFIC, OF THE
CODE OF THE BOROUGH OF KINNELON**

WHEREAS, pursuant to N.J.S.A. 40:48-2.49, the governing body of a municipality may regulate, by ordinance, the removal of motor vehicles from private or public property by operators engaged in such practice; and

WHEREAS, the Borough of Kinnelon ("Borough") desires to amend Article IXA, Towing and Storage of Vehicles, of Chapter 84, Vehicles and Traffic, of the Code of the Borough of Kinnelon to update the current practices and fees in the Borough and to be consistent with the statutes, regulations and standards governing the towing industry in the State of New Jersey.

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. Article IXA, Towing and Storage of Vehicles, of Chapter 84, Vehicles and Traffic, of the Code of the Borough of Kinnelon is hereby deleted in its entirety and is replaced by the following:

Section 84-26. PURPOSE.

The purpose of this Chapter is to establish the requirements and procedures for the licensing of towing operators to be utilized by the Borough of Kinnelon on a non-exclusionary, rotational basis for the towing of vehicles that are abandoned, illegally parked, involved in accidents or suspected of involvement with criminal activity within the Borough of Kinnelon and when otherwise requested by the Police Department of the Borough of Kinnelon.

Section 84-26.2. DEFINITIONS.

As used in this Chapter, the following terms shall have the meanings indicated:

"Abandoned Vehicle" shall mean a motor vehicle that the owner or operator leaves on a public roadway, or other public property, or on private property without the consent of the owner or person in charge of that property, for more than 48 hours without notifying the

Police Department of the Borough of Kinnelon or attempting to repair and remove the same. A vehicle that remains on or along a highway or other public property for any period of time without current/valid license plates shall be presumed to be an abandoned vehicle. Vehicles used or to be used in the construction, operation or maintenance of public facilities and are left in a manner that does not interfere with the normal movement of traffic shall not be considered abandoned vehicles.

"Absorbent" shall mean a granulated or powder substance used to soak up fluids commonly found in the operation of motor vehicles. A bag or container of absorbent will be defined as weighing fifty (50) lbs.

"Administration fee" shall mean charges if a motor vehicle is released after normal hours of operation or on days the storage facility is closed (Sundays, holidays). The administration fee may also be charged when a Licensee has been contacted to tow a disabled vehicle by the Police Department and the owner or operator of that vehicle requests his/her own towing service, if the Licensee arrives prior to the owner's request for his/her own towing service.

"Basic towing service" shall mean the towing of a vehicle or the removal and transportation of a vehicle from a highway, street, or other public or private land.

"Borough" shall mean the Borough of Kinnelon.

"Chief of Police" shall mean the highest ranking sworn officer within the Borough of Kinnelon Police Department. Duties listed herein can be delegated to a designee approved by the Chief of Police.

"Cruising" shall mean the operation of a tow vehicle upon a roadway within the Borough of Kinnelon to solicit vehicle towing and other related towing services except in response to a Police request.

"Disabled vehicle" shall mean a motor vehicle which has been abandoned or rendered inoperable by mechanical failure or accident. Any motor vehicle, operable or inoperable, which constitutes a hazard to the motoring public by its location shall be deemed disabled for the purposes of this Chapter.

"Emergency road repair service" shall mean repairs which can be performed at the scene of a tow, including, but not limited to, flat tire changing, jump starting and gasoline deliveries.

"Examination area" shall mean an unobstructed flat paved twenty-five (25) feet by fifteen (15) feet area where a vehicle can be placed when needed for inspection by the Police Department. Examination areas must be outlined by painted markings on the pavement.

"Borough storage facility" shall mean the Borough of Kinnelon secure yard located at

130 Kinnelon Road, Kinnelon, New Jersey.

"Heavy duty wrecker" shall mean a tow truck with dual rear wheels and air brakes capable of towing and wheel lifting large vehicles and shall meet the following minimum requirements:

GVW - 30,000 lbs.
GCWR - 80,000 lbs.
Boom and winch rating - 50,000 lbs.
Cable size - 5/8 inch
Cable length - 200 feet
Wheel lift retracted rating - 25,000 lbs.
Wheel lift extended rating - 12,000 lbs.

"Impoundment" shall mean the act of storing and confining a motor vehicle upon an order of the Police Department at either the towing operator's storage area or at a Borough facility as a result of abandonment, involvement in an accident, suspected criminal activity or other violation of the New Jersey Motor Vehicle Title 39 Statutes that the Police Department may act upon.

"Junk Vehicle" shall mean a motor vehicle incapable of being operated safely or of being put in safe operational condition except at a cost in excess of the value thereof.

"Licensee" shall mean any person, firm, partnership, association, corporation, company, or organization of any kind issued a towing license by the Borough of Kinnelon pursuant to the provisions of this Chapter.

"Light duty wrecker" shall mean a tow truck with dual rear wheels capable of towing or wheel lifting vehicles and shall meet the following minimum standards:

GVW - 14,000 lbs.
Boom rating - 8,000 lbs.
Winch rating - 8,000 lbs.
Cable size - 3/8 inch
Cable length - 100 feet
Wheel lift retracted rating - 6,000 lbs
Extended rating - 3,000 lbs.

"Medium duty flat bed" shall mean a vehicle carrier equipped with a wheel lift and roll back/tilt bed with dual wheels capable of removing and transporting small trucks, full size vans or large passenger cars damage-free and shall meet the following minimum requirements:

GVW - 18,000 lbs.
Winch rating - 8,000 lbs.
Cable size - 3/8 inch

Bed length - 19 feet
Bed width - 7 feet (inside side rails)
Wheel lift retracted rating - 6,000 lbs.
Wheel lift extended - 3,000 lbs.

"Medium duty wrecker" shall mean a tow truck with dual rear wheels capable of towing and wheel lifting small trucks and shall meet the following minimum requirements:

GVW - 18,000 lbs.
Boom rating - 16,000 lbs.
Winch rating - 16,000 lbs.
Cable size - 1/2 inch
Cable length - 200 feet
Wheel lift retracted rating - 10,500 lbs.
Extended rating - 8,500 lbs.

"Ordinary care" shall mean care that is normally given to protect a motor vehicle from further damage including but not limited to usage of tarps for environmental protection and security protection for storage areas.

"Outside secured storage facility" shall mean a motor vehicle storage facility that is not completely indoors and must meet the following minimum standards:

- A. Area completely secured by a fence, wall or other man-made barrier that is at least six (6) feet in height. Fencing must have vision obstruction material.
- B. All entry points shall have a locking device.
- C. Total area shall have adequate lighting to protect stored vehicles from vandalism.
- D. Area must be able to accommodate at least twenty-five (25) vehicles.

"Owner" shall mean a person, firm, corporation or partnership that owns and/or operates a motor vehicle on the roads and highways within the Borough of Kinnelon.

"Person" shall mean any person, firm, partnership, association, corporation, company or organization of any kind.

"Police" shall mean the Borough of Kinnelon Police Department.

"Principal location" shall mean the business office of the Licensee where the Licensee shall conduct business associated with the towing and storage of vehicles under the authority of the towing license issued by the Borough of Kinnelon. A principal location must be staffed during business hours and shall maintain a clean, comfortable waiting area with toilet facilities and an accessible pay phone or business phone.

"Recovery" Recovery can be achieved by several actions that may include but are not limited to winching and rigging. A recovery is when the tow operator applies his knowledge in a skillful manner to preserve the condition of the motor vehicle while moving the vehicle to a towable position.

"Storage services" shall mean the storage, housing or holding of vehicles indoors or outdoors by a Licensee under authority of this section.

"Towing operator" shall mean a person, firm, corporation or partnership engaged in the business of providing towing, road service and storage services for motor vehicles.

"Unclaimed vehicle" shall mean any vehicle towed by a Licensee under this Chapter that is left unclaimed for a period of two (2) weeks or more.

"Vehicle" shall mean every device in, upon or by which a person or property is or may be transported upon a highway except devices moved by human power.

"Vehicle removal charge" shall mean charge for a motor vehicle towed into the storage facility of a Licensee that is not movable and must be towed from the Licensee's storage facility to a public street for towing by a secondary tower.

"Waiting time" shall mean additional time a Licensee spends at the scene other than the time required for the actual tow and/or recovery. Examples of waiting time may include but are not limited to EMS services which must be performed and/or police investigations.

"Winching" shall mean the process of moving a motor vehicle by the use of a cable from a position that is not accessible for direct hook up by conventional means for loading onto a tow vehicle. Winching is not pulling a vehicle onto a tilt bed or carrier, nor lifting a motor vehicle with a conventional tow sling.

"Tow vehicle" shall mean a wrecker and/or flat bed tow truck driven by mechanical power and employed for the purpose of towing, transporting, conveying, recovering or removing inoperable vehicles or any vehicles which the Police Department has ordered to be impounded. Tow vehicles must be manufactured by a tow truck manufacturer that is nationally recognized by the towing industry.

Section 84-26.3. LICENSE REQUIRED; APPLICATION FOR LICENSE.

A. No person, firm or corporation, while acting as an official tow service for the Borough of Kinnelon, shall operate a tow vehicle, upon or along any street in the Borough, until the owner thereof shall obtain a license therefore.

B. A maximum of three (3) licenses will be issued by the Borough. If the Borough receives in excess of three (3) applications that comply with all of the requirements of this Chapter and are approvable, the three (3) available licenses will be awarded to qualified

applicants in the order of receipt of complete applications.

C. Applications for towing licenses shall be obtained from and filed with the Chief of Police or his/her designee not later than October 31st of the pre-licensure year. Applications filed after October 31st will not be accepted. All applications must include the following information:

1. The complete legal business name, business address and business telephone number of the applicant;
2. If a sole proprietorship, the complete home address, home telephone number, date of birth and social security number of the applicant. If a corporation or partnership, the complete home addresses, home telephone numbers, dates of birth and social security numbers of the principal officers and partners;
3. The year, make, type, model number and serial number of every tow vehicle to be operated by the applicant;
4. Photocopies of the registrations of every tow vehicle to be operated by the applicant;
5. The name, address and telephone number of the applicant's insurance carrier(s), the policy numbers of all insurance policies issued for the business, the business premises and the tow vehicles and photocopies of all certificates of insurance issued by the carrier(s).
6. The names, addresses and telephone numbers of any persons or entities possessing any liens or encumbrances on any tow vehicle to be operated by the applicant;
7. Photocopies of current driver's licenses for every employee that operates tow vehicles;
8. The social security numbers of every employee that operates tow vehicles;
9. A separate background check on the applicant and every employee of the applicant, which shall be obtained from the Kinnelon Police Department. If a corporation or partnership, a background check shall be provided for each of the principal officers and partners;
10. Proof that the applicant can ensure a twenty (20) minute response time on all calls with exceptions for heavy or unusual traffic conditions.
11. Proof that the applicant owns, operates, controls and does not share its storage facility with another towing operator or company and that the location of the applicant's storage facility is within three (3) miles of the borders of the Borough of Kinnelon;

12. Proof that the applicant's storage facility can accommodate at least twenty-five (25) vehicles and that the security features of the storage lot are sufficient to safe-guard against vandalism and theft;
13. Proof that the applicant satisfies the insurance requirements set forth in Section 84-26.6.
14. A certification granting permission to the Police Department to conduct inspections of the applicant's tow vehicles and storage facility for the purpose of determining compliance with this Chapter; and
15. Such other information as the Borough shall deem appropriate and necessary.

D. Review of Application; Investigation of Applicants.

1. The Chief of Police or his/her designee shall conduct or cause to be conducted such investigation as he/she deems necessary to determine the truth and accuracy of the information contained in the application and the applicant's compliance with this Chapter, including a review of a driver's abstract for the applicant and all employees that operate tow vehicles. If a corporation or partnership, a driver's abstract will be reviewed for each principal officer and partner and all employees that operate tow vehicles.
2. The Borough recognizes that Licensees must be trustworthy in that they are safeguarding vehicles and personal property belonging to others and securing and protecting evidence when a vehicle is impounded by the Police Department due to an accident investigation or criminal activity. Therefore, to protect the public interest, the Chief of Police may disqualify an applicant if an employee, owner, principal, partner, agent and/or other officer of the applicant has been convicted of a crime or violation that would indicate that the applicant may not be responsible to perform in the best interest of others.
3. The Chief of Police shall, following review of the application, endorse his approval or disapproval of the application. If the application is disapproved, the reasons therefore shall be set forth in writing.
4. If an application is denied, the tow operator denied a license is prohibited from responding to service calls from the Police Department within the Borough.

Section 84-26.4. ISSUANCE OF LICENSE; TERM.

- A. Licenses shall be issued no later than December 31 of the pre-licensure year by the Chief of Police to be effective on January 1st for the next succeeding year.
- B. Licenses issued pursuant to this Chapter shall be effective on January 1st and expire on December 31st of the calendar year for which the license is issued.

C. Licenses issued under this Chapter shall be prominently displayed on all tow vehicles and at the Licensee's principal location and/or storage facilities.

D. Licenses are the property of the Borough and cannot be assigned, leased, shared, transferred or sold to another person, corporation or proprietorship under any circumstances.

E. Licensees shall notify the Chief of Police in writing of any criminal charges, motor vehicles offenses and ordinance violations issued against any employee, owner, principal, partner, agent and/or other officer during the term of the license. Failure to make prompt notification to the Police Department may result in revocation of the license.

F. If a Licensee wishes to hire a new employee to operate tow vehicles, the Licensee shall provide the Chief of Police with all of the information required by Section 84-26.3 including a background check from the Kinnelon Police Department for the new employee. The new employee cannot operate a tow vehicle under a license granted by the Borough until the Chief of Police approves the addition of the new employee to the license.

Section 84-26.5. REVOCATION; APPEALS.

A. Licenses issued under this Chapter may be revoked by the Chief of Police, after reasonable notice and an informal review, for any of the following reasons:

1. Materially false or inaccurate information in the application or a change of circumstance which would have caused disapproval of the application, if the circumstances had existed at the time of application.

2. Failure of the Licensee to comply with any of the requirements of this Chapter or any additional regulations promulgated by the Chief of Police.

B. Any applicant or Licensee aggrieved by action taken by the Chief of Police in the denial of an application for a license or revocation thereof, may appeal to the Borough Administrator by filing with the Borough Clerk, within fourteen (14) days after notice of the action complained of, a written request for an informal review setting forth the grounds for the appeal. The Borough Clerk will set a time and place for a review on such appeal and notice of the time and place shall be served upon the applicant or Licensee, at least five (5) days prior to the date of the informal review. The Borough Administrator will issue a determination on the appeal within fourteen (14) days of the review.

Section 84-26.6. INSURANCE; INDEMNITY.

A. All Licensees shall maintain, during the term of the license, the following minimum insurance coverage, naming the Borough as an additional insured:

1. **Automobile Liability Insurance**, including Uninsured Motorists Liability, in an amount not less than one million (\$1,000,000.00) dollars combined single limit, covering all owned, non-owned and hired vehicles utilized by the Licensee.

2. **Statutory Workers Compensation Insurance**, including Employers Liability Insurance, as required by the State of New Jersey in an amount not less than five hundred thousand (\$500,000) dollars for Bodily Injury by Accident, five hundred thousand (\$500,000) dollars for Bodily Injury by Disease and five hundred thousand (\$500,000) dollars for Bodily Injury for each employee.

3. **Garage Liability Insurance**, including Premises and Completed Operations Insurance, in an amount of not less than one million (\$1,000,000) dollars for each occurrence and two million (\$2,000,000) dollars in the general aggregate.

4. **Garage Keepers Insurance**, in an amount not less than one hundred thousand (\$100,000.00) dollars providing comprehensive and collision insurance for all non-owned vehicles in the care, custody or control of the Licensee. Coverage must include "on hook" while vehicles are in tow.

B. All policies of insurance shall contain an endorsement requiring that at least ten (10) days notice shall be given to the Chief of Police or his/her designee in the event of any material change in or cancellation of the policy.

C. Licensees shall indemnify and hold harmless the Borough from all damages and claims for damages which may be made by any person for bodily injury or property damage arising out of, or in any way related to, the operation of any tow vehicle or storage facility pursuant to this Chapter. Licensees shall further defend the Borough, at the Licensees' expense, against any claim, suit or action brought against the Borough that arises out of the operation of any tow vehicle or storage facility pursuant to this Chapter.

D. All policies of insurance shall be issued by insurance companies authorized to do business in the State of New Jersey, with an AM Best Rating of "A-" or better, and shall remain in full force and effect during the entire term of the license.

The Borough of Kinnelon shall be named as Additional Insured on all liability insurance policies including Premises and Completed Operations Insurance. Additional Insured coverage shall be primary and non-contributory.

Section 84-26.7. ROTATING CALL LIST.

A. Licensees shall be placed on a rotating list to respond to service calls from the Police Department (rotating list).

B. Calls to Licensees on the rotating list shall be made on a non-discriminatory, monthly rotating basis. Licensees shall be responsible for the towing of automobiles twenty-four

(24) hour basis, seven (7) days a week during their monthly rotations, which will begin at 0000 hours on the first day of the month and continue to 2359 hours on the last day of the month. The Chief of Police will set up and monitor the monthly rotation list and any Licensee that wishes to change its assigned month due to vacation, conflict or other reason may do so with the approval of the Chief of Police.

C. A Licensee shall respond within twenty (20) minutes to all requests for towing service by the Borough during their monthly rotation unless heavy or unusual traffic conditions within the Borough prevent the Licensee from arriving within the allotted time. In that event, the Licensee shall arrive in a reasonable time given allowance for said traffic conditions. If a Licensee fails to arrive promptly, the Police Department may call the next Licensee on the rotating list. Repeated late arrivals without satisfactory cause shall constitute grounds for the Chief of Police to revoke the license issued to a Licensee.

D. Licensees shall conduct vehicle inventories for every vehicle towed under this Chapter. Towed Vehicle Reports will be completed by the Police Department before vehicles enter a Licensee's storage facility.

E. Licensees shall provide all towing, storage and related services free of charge for all Borough motor vehicles and shall change tires on Borough vehicles free of charge. Licensees shall not charge the Borough for any bags of absorbent used at the scene of an accident involving Borough motor vehicles.

F. Nothing in this Chapter shall prevent the owner or operator of a vehicle from contacting a towing operator of their own choice to remove their vehicle from the public streets of the Borough after it has become disabled or otherwise inoperable, unless the vehicle is involved in a police investigation or the Police Officer on the scene determines that public safety requires that the vehicle be immediately removed from the scene.

G. The owner or operator of a disabled vehicle retains the right to direct a Licensee to remove the disabled vehicle to a garage or workshop of their own choosing.

H. Licensees shall be responsible for the towing of vehicles from public streets, public alleys, public rights-of-way, public easements, avenues, thoroughfares, public or quasi-public places, including parks and playgrounds, or any other Borough, County or State owned lots, as directed by the Police Department.

J. Licensees shall remove and tow vehicles for storage to either the Licensees' storage yard or a Borough facility, as directed by the Police Department, according to the following categories of vehicles for tow:

1. Vehicles to be towed to the Licensees' storage facility include, but are not limited to, abandoned vehicles, illegally parked vehicles, disabled vehicles, vehicles involved in accidents, unregistered/uninsured vehicles or vehicles involved in a violation of N.J.S.A. Title 39 such that the Police Department is authorized to remove the vehicle from the roadway.

2. Vehicles to be towed to the Borough storage facility include, but are not limited to, vehicles suspected of involvement in criminal activity, vehicles confiscated or seized pursuant to the Forfeiture Statute and vehicles which may be involved in any fatal accident. After investigation is completed, the Licensee will be directed to remove the vehicle to its storage lot. A vehicle removal charge shall be paid by the vehicle owner for this service and the Licensee may begin storage when the vehicle enters its lot. In cases where the Licensee is directed to tow a vehicle to the Borough storage facility, the Police Department shall direct the Licensee where to place the towed vehicle upon arrival.

K. When a Licensee has been contacted to tow a disabled vehicle by the Police Department and the owner or operator of that vehicle appears prior to the Licensee's arrival and requests his own towing service, the Licensee may not charge for the response. However, if the Licensee arrives prior to the owner's request for his/her own towing service, the Licensee will be allowed to charge the administration fee set forth in the Borough's Tow Fees Schedule (Section 84-26.9).

L. Licensees shall be responsible to clean up and remove all broken glass and debris at the scene of accidents as per N.J.S.A 39:4-56.8.b. Licensees may charge the vehicle owner the fee set forth in the Borough's Tow Fees Schedule (Section 84-26.9) for such clean-up and for absorbent used at the accident scene. Licensees shall also be responsible for replacing any bags of absorbent that the Borough Department of Public Works or other emergency responders use at an accident scene and may charge the vehicle owner the fee set forth in the Borough's Tow Fees Schedule (Section 84-26.9) for bags of absorbent given as a replacement to the Borough Department of Public Works or other emergency responders.

M. In the event that an emergency arises and the on-call Licensee cannot provide adequate service when requested, the Police Department may at its discretion contact other Licensees to respond.

N. Licensees may not charge a vehicle owner for damage to their tow equipment or storage facilities resulting from a request for towing service initiated by the Borough.

O. Before towing a vehicle, Licensees shall remove or secure anything that may fall from the vehicle while being towed.

P. Licensees are prohibited from cruising for potential towing or servicing of vehicles on Borough roadways.

Q. Licensees are prohibiting from soliciting, demanding or receiving from any person any pay, commission or tip except the fees and/or rates set forth in the Borough's Tow Fees Schedule (Section 84-26.9).

R. Licensees are prohibited from paying any gratuity, tip or commission to any third party to obtain a license or receive work from the Borough pursuant to this Chapter.

S. In all underwater recoveries of a non-emergent nature (threats to life or public safety), it shall be the responsibility of the Licensee to be either certified or assisted by a N.J. certified underwater specialist for the proper towing of such vehicles.

T. Licensees shall prepare bills for towing, storage and related charges for each vehicle towed consistent with this Chapter. Prior to the release of any vehicle, the vehicle owner shall obtain authorization for the release said vehicle from the Police Department.

U. The Licensee will maintain a written log of all towing, storage and related services provided at the request of the Police Department. The log shall identify the type of service provided, date and time the service was provided, the location where the service was provided and the employee that provided the service. The log shall also indicate whether any bags of absorbent were utilized or provided as a replacement to the Borough Department of Public Works or other emergency responders.

Section 84-26.8. MINIMUM STANDARDS.

A. Tow Vehicles

Tow vehicles must meet all of the requirements of N.J.S.A. Title 39, "Motor Vehicle Rules and Regulations."

1. Licensees when filing an application, and at all times while holding a license under this section, shall own or lease, at a minimum, one (1) medium duty wrecker/flatbed and one (1) light duty wrecker. Licensees when filing an application, and at all times while holding a license under this Section, must also be able to obtain and provide a heavy duty wrecker if necessary.

2. The following safety equipment must be carried on all tow vehicles:

a. Chains and tie-downs to secure vehicles.

b. Snatch block.

c. Auxiliary safety light kit to be placed on rear of towed vehicle that does not have functioning tail light flashers.

d. Amber emergency lights mounted on top of truck (State issued permit required and must be in truck).

e. One (1) shovel and one (1) broom.

f. Fifty (50) pounds of absorbent.

- g. Jumper cables or jump box.
- h. Steering wheel tie-down.
- i. Toolbox with assorted hand tools normally used to conduct emergency roadwork and towing.
- j. A reflectorized traffic vest for each employee on the scene.
- k. One (1) five-pound A-B-C rated dry powder fire extinguisher.
- l. One (1) flashlight.

B. Storage Facilities

1. Licensees, when filing an application, and at all times while holding a license under this section, shall have sufficient space to accommodate at least twenty-five (25) vehicles, adequately safe-guarded against vandalism, theft and further damage, and to hold towed vehicles until such time as said vehicles are claimed or are disposed of in accordance with the law.
2. Storage facilities shall be owned, operated and controlled by the Licensee and the storage facilities shall not be shared with another towing operator or company. Storage Facilities shall be located within three (3) miles of the borders of the Borough of Kinnelon.
3. There shall be no unescorted access to storage facilities by the general public. Storage facilities shall be visibly posted in accordance with Police Department requirements.
4. The Police Department shall have access to any part of a storage facility, twenty-four (24) hours a day, seven (7) days a week, for the purpose of inspection or investigation. Access, under this provision, means an emergency contact person must be available to the Police Department to provide entry to the storage facility.
5. No vehicles towed by Licensees under the authority of Licenses granted pursuant to this Chapter shall be stored outside a secured area.
6. Licensees shall maintain the following hours for release of vehicles from storage facilities - Monday through Friday 8:00 a.m. to 5:00 p.m. and Saturday 8:00 a.m. to 12:00 p.m. Licensees may close on Sundays and New Jersey State holidays. Licensees cannot charge storage fees during times that their storage facilities are closed. Licensees or their designees must be available during normal business hours to handle complaints and business transactions.
7. The Borough reserves the right during any emergency to designate temporary areas owned or leased by the Borough for the storage of vehicles at the direction of the

Chief of Police. During said emergency, Licensees shall not be entitled to charge the owners of the vehicles for storage of vehicles so removed to those temporary storage areas.

8. Licensees must provide an area within their storage facilities for Police Department examination of towed vehicles. Within a reasonable amount of time after a request from the Police Department, Licensees are required to move towed vehicles into said examination areas.

C. Required Communications

Licensees must maintain twenty-four (24) hour telephone service for the Police Department to contact Licensees and/or their employees. The use of answering machines or similar equipment or services is not permitted. Licensees or their employees must have constant two (2) way communication, radio or cellular, with their towing vehicles.

D. Abandoned Vehicles

1. **Junk Vehicles.** If a vehicle is unclaimed by the owner or other person having legal right thereto for a period of 15 business days, Licensees shall notify the Police Department that the vehicle has been held for the statutory time and that the vehicle is ready for sale. The Police Department shall supply title for abandoned junk vehicles in accordance with N.J.S.A. 39:10A-1 et seq.

2. **Abandoned Vehicles.** If a vehicle that is not a junk vehicle is unclaimed by the owner or other person having legal right thereto for a period of 20 business days, Licensees shall notify the Police Department that the vehicle has been held for the statutory time and that the vehicle is ready for sale in accordance with N.J.S.A. 39:10A-1 et seq. After notification from Licensees and the expiration of the 20 business day time period, the Police Department shall submit an application for title with the New Jersey Motor Vehicle Commission.

3. The public auction of abandoned vehicles shall be conducted in accordance with N.J.S.A. 39:10A-1 et seq.

4. **Distribution of Proceeds from Sale.** In the event a vehicle is sold at auction, the Licensee shall receive from the proceeds of the sale all outstanding towing and storage charges due up to and including the date of the sale. In no event shall the proceeds to the Licensee exceed the total towing and storage charges. The Borough shall retain all proceeds received in excess of the total outstanding towing and storage charges, if any.

5. **Vehicles Not Sold at Public Auction.** In the event a vehicle is not sold at auction, the Borough shall have the option of either submitting payment to the Licensee for the outstanding towing and storage charges, but not to exceed a total of four hundred (\$400.00) dollars, and retaining the vehicle for Borough use, or in lieu of payment of the outstanding towing and storage charges, convey title transferring the vehicle to the Licensee so that the Licensee may dispose of the vehicle. The Licensee shall reimburse the

Borough for the cost of the Borough acquiring title upon receipt of the same.

Section 84-26.9. FEES.

A. Storage Charges to be paid by the Municipality. Pursuant to N.J.S.A. 40:48-2.50, all fees to be paid to an operator by a municipality for the storage of removed motor vehicles, if storage fees have not been paid by the registered owner of the vehicle, shall not exceed the following:

1. A limit of \$3.00 per day for the first 30 days of storage per vehicle;
2. A limit of \$2.00 per day for the 31st day of storage and any day thereafter;
3. A limit of \$400.00 per vehicle stored regardless of the duration of the storage.

B. Towing Services to be Paid by the Registered Owner of the Vehicle

1. Standard Towing (up to 8,000 GVM)	\$150.00 for wrecker and \$6.00 a mile after "hook up"
2. Medium Duty Towing (8,001 - 1800 lbs GVW)	\$250.00
3. Heavy Duty Towing (18,001 – 80,000 GVM)	\$500.00
4. Recovery/Winching/Upright Rates	
(i) Under 8,000 GVM	\$350.00 per hour (billable in ½ hour increments)
(ii) Over 8,001 GVM	\$600.00 per hour (billable in ½ hour increments)
5. Crash Wrap	\$90 per call/\$250 per truck
6. Administration Fee	\$50.00
7. Storage (up to 8,000 GVM)	\$45.00 per day

Storage fees shall be calculated based upon the full 24 hour periods that a motor vehicle is in the storage facility starting at the time of the tow and including days that the storage facility is open during normal hours of operation for the release of vehicles.

For example, if a motor vehicle is towed to a storage facility at 7:00 pm on one day and the owner of the motor vehicle picks up the motor vehicle before 7:00 pm the next day, the Licensee shall charge the owner of the motor vehicle only for one day of storage. If a motor vehicle is stored for more than 24 hours, but less than 48 hours, the towing company may charge for two days of storage.

C. Specialized Recovery Equipment.

1. Rotator/Crane Recovery Unit	\$1200.00 per hour (billable in ½ hour increments)
2. Tractor with Landoll Trailer/ Detach Trailer	\$450.00 per hour
3. Tractor/Transport Hauler Only	\$250.00 per hour
4. Refrigerated Trailer with Tractor	\$450.00 per hour
5. Box Trailer with Tractor	\$400.00 per hour
6. Dump Truck/Dump Trailer with Tractor	\$350.00 per hour
7. Air Cushion Unit	\$1000.00 per hour
8. Light Tower	\$250.00 per hour
9. Pallet Jack	\$200.00 flat fee
10. Rollers	\$200.00 flat fee
11. Loader/Backhoe/Forklift	\$300.00 per hour each
12. Roll-off with Container	\$350.00 per hour plus disposal
13. Any other Specialized Equipment	\$250.00 per hour

D. Violation of Towing Fee Limits. Pursuant to N.J.S.A. 40:48-2.51, an operator engaged in the removal of motor vehicles, or an employee, officer or agent thereof, who engages in a pattern or practice of knowingly violating the fee limits set forth above, may be liable to the municipality for a civil penalty of not less than \$25.00 or more than \$50.00 for each motor vehicle stored with the operator.

E. Motor Vehicle Crash Clean-Up. \$75.00 (if applicable)
(Including brush, debris, bag of 50 lb. absorbent)

F. Vehicle Removal Charge.

Prohibited

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:

BOROUGH OF KINNELON

Karen M. Iuele, Borough Clerk

James J. Freda, Mayor

C E R T I F I C A T I O N

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

Karen M. Iuele, Borough Clerk

August 26, 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 August 26, 2021 and read by title, and passed on first reading:

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

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

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

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

Ordinance 13-2021

**ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS
OR PURPOSES TO BE UNDERTAKEN BY THE BOROUGH OF
KINNELON, IN THE COUNTY OF MORRIS, NEW JERSEY, AND
APPROPRIATING 230,000 THEREFOR FROM THE CAPITAL
IMPROVEMENT FUND OF THE BOROUGH**

Councilman R. Roy introduced the following ordinance and moved the same be read by title and passed on first reading. This was seconded by Councilman V. Russo.

The Mayor read the following notice and ordinance in full and stated that the notice has been published as required by law, a copy was posted on the Municipal Building Bulletin Board, and additional copies were made available to the public.

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ORDINANCE # 13-21

ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS OR PURPOSES TO BE UNDERTAKEN BY THE BOROUGH OF KINNELON, IN THE COUNTY OF MORRIS, NEW JERSEY, AND APPROPRIATING \$230,000 THEREFOR FROM THE CAPITAL IMPROVEMENT FUND OF THE BOROUGH.

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

Section 1. The improvements described in Section 2 of this ordinance are hereby authorized to be made or acquired by the Borough of Kinnelon, in the County of Morris, New Jersey, as a general improvement, and there is hereby appropriated therefor the sum of \$230,000 from moneys available in the Capital Improvement Fund of the Borough.

Section 2. The improvements or purposes for the financing of which the appropriation is made as provided in Section 1 of this ordinance are (a) the reconstruction and resurfacing of Fayson Lakes Road in and by the Borough (\$205,000) and (b) the installation of new doors at various Recreation Department buildings in and by the Borough (\$25,000), together with for all the aforesaid all curbing, sidewalks, drainage facilities, landscaping, signage, structures, equipment, site work, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved.

Section 3. The capital budget or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as

approved by the Director, Division of Local Government Services, are on file with the Borough Clerk and are available for public inspection.

Section 4. This ordinance shall take effect after final passage as provided by law.

August 26, 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 August 26, 2021 and read by title, and passed on first reading:

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

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

Councilman 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 July 2021, the Tax Collector's Report indicated we collected \$3,466,156.82 in taxes.

INVESTMENT OFFICER'S REPORT:

A total of \$909.32 was collected in interest for the month of July 2021.

APPOINTMENT:

Upon motion of Councilman J. Lorkowski, and seconded by Councilman S. Mabey, followed by the "yes" roll call vote of all Council Members present, the appointment of Councilman V. Russo as the Representative to Dial-A-Ride.

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

Upon motion of Councilman J. Lorkowski, and seconded by Councilman V. Russo, followed by the "yes" roll call vote of all Council Members present, the appointment of Councilman S. Mabey as the Representative to Pequannock River Basin Regional Sewerage Authority.

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

August 26, 2021

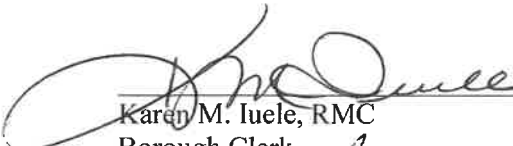
RESIGNATIONS:

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

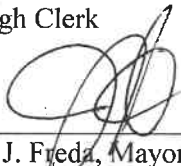
ADJOURNMENT:

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

Respectfully submitted,



Karen M. Iuele, RMC
Borough Clerk



James J. Freda, Mayor