

Range of Checking Accts: First to Last Range of Check Dates: 09/20/24 to 12/31/24
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GENERAL		General Account Payab			
27870	10/09/24	MOR39 MORRIS COUNTY SCD	950.00		5016
27871	10/17/24	AC A.C. DAUGHTRY INC.	2,257.47		5017
27872	10/17/24	ACT04 ACTION DATA SERVICES	1,138.94		5017
27873	10/17/24	ACU01 ACU-DATA BUSINESS PRODUCTS INC	215.00		5017
27874	10/17/24	ALL04 ALLIED OIL COMPANY	5,173.59		5017
27875	10/17/24	ALL17 ALL-PURPOSE ELECTRIC CO INC.	260.50		5017
27876	10/17/24	AMA03 AMAZON CAPITAL SERVICES	138.76		5017
27877	10/17/24	ANY01 ANY EXCUSE FOR A PARTY, INC	150.00		5017
27878	10/17/24	AUT05 THE AUTO PARTS SOURCE	783.88		5017
27879	10/17/24	BAR26 BARRINGTON PRESS	825.00		5017
27880	10/17/24	BAR29 EMILY BARICEVIC	600.00		5017
27881	10/17/24	BMS01 BMS WELDING & REPAIR LLC	1,650.09		5017
27882	10/17/24	BOR BOROUGH OF BUTLER	32,946.00		5017
27883	10/17/24	BOR01 BOROUGH OF BUTLER ELECTRIC	4,423.37		5017
27884	10/17/24	BOR07 BORGATA CASINO AND RESORT	354.00		5017
27885	10/17/24	BRA05 BRAEN STONE INDUSTRIES, INC	289.37		5017
27886	10/17/24	BRIAN005 BRIAN SINGLEY	865.47		5017
27887	10/17/24	CAB01 OPTIMUM	47.83		5017
27888	10/17/24	CAB02 OPTIMUM	167.94		5017
27889	10/17/24	CAB03 OPTIMUM	119.40		5017
27890	10/17/24	CAB04 OPTIMUM	121.89		5017
27891	10/17/24	CAB05 OPTIMUM	120.39		5017
27892	10/17/24	CAB06 OPTIMUM	131.89		5017
27893	10/17/24	CAB07 OPTIMUM	131.89		5017
27894	10/17/24	CAB08 OPTIMUM	215.59		5017
27895	10/17/24	CAB09 OPTIMUM	120.39		5017
27896	10/17/24	CAB10 OPTIMUM	367.42		5017
27897	10/17/24	CAB11 OPTIMUM	125.94		5017
27898	10/17/24	CAB12 OPTIMUM	189.99		5017
27899	10/17/24	CIF02 NICHOLAS CIFELLI	678.98		5017
27900	10/17/24	CIN05 CINTAS CORPORATION #111	501.92		5017
27901	10/17/24	CIT05 FIRST-CITIZENS BANK & TRUST CO	586.73		5017
27902	10/17/24	COR07 CORELOGIC TAX SERVICES	2,214.92		5017
27903	10/17/24	COR12 CORE & MAIN LP	80.52		5017
27904	10/17/24	CQF01 CQFLUENCY	85.80		5017
27905	10/17/24	DAN01 DAN COMO & SONS INC.	4,240.00		5017
27906	10/17/24	DAR01 DARMOFALSKI ENGINEERING ASSOC.	2,380.00		5017
27907	10/17/24	DAV04 DAVID WEBER OIL CO.	1,430.39		5017
27908	10/17/24	DAV07 DAVE'S TIRE, LLC	1,708.28		5017
27909	10/17/24	DB01 D&B Service Group LLC	1,660.00		5017
27910	10/17/24	DEB03 DE BLOCK ENVIRONMENTAL SERVICE	6,150.00		5017
27911	10/17/24	DEERE005 DEERE & COMPANY	9,197.16		5017
27912	10/17/24	DRA02 DRAEGER, INC.	229.25		5017
27913	10/17/24	ELE03 ELECTRO BATTERY SYSTEMS INC.	239.50		5017
27914	10/17/24	EXT01 EXTRA SPACE STORAGE	367.00		5017
27915	10/17/24	FAS02 FASTSIGNS	129.96		5017
27916	10/17/24	FAY01 FAYSON LAKE WATER COMPANY	26,257.68		5017
27917	10/17/24	FIR17 FIRST DUE FABRICATION	4,070.00		5017
27918	10/17/24	FLA03 FLAGS IMPORTER CORPORATION	147.90		5017

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GENERAL		General Account			
		Account Payab			Continued
27919	10/17/24	FRE05 JAMES FREDA	240.00		5017
27920	10/17/24	GAM01 GAME DAY SPORTS	1,161.14		5017
27921	10/17/24	GIB03 BRIAN T. GIBLIN, ESQ.	7,500.00		5017
27922	10/17/24	GIN01 SHANNON GINGERELLI	40.00		5017
27923	10/17/24	GROF08 WILLIAM GROFF	418.89		5017
27924	10/17/24	GSB01 GLATFELTER SPECIALTY BENEFITS	723.00		5017
27925	10/17/24	HAI04 ELLEN HAID	176.81		5017
27926	10/17/24	HIL04 CARLYN HILL	72.96		5017
27927	10/17/24	HOF05 HOFFMAN SERVICES, INC	450.00		5017
27928	10/17/24	HOF06 HOFFMAN INTERNATIONAL INC.	805.44		5017
27929	10/17/24	HOM02 HOME DEPOT CREDIT SERVICE	0.00	10/17/24 VOID	0
27930	10/17/24	HOM02 HOME DEPOT CREDIT SERVICE	1,945.40		5017
27931	10/17/24	HOR04 HORIZON OFFICE EQUIPMENT	255.00		5017
27932	10/17/24	IPD01 INSTITUTE FOR PROFESSIONAL DEV	50.00		5017
27933	10/17/24	IUE01 KAREN IUELE	110.00		5017
27934	10/17/24	JCP01 JCP&L	12.82		5017
27935	10/17/24	JIM01 JIMMY THE SHOE DOCTOR	747.83		5017
27936	10/17/24	KEL06 KEITH KELLY	596.59		5017
27937	10/17/24	KIN05 KINNELON PUBLIC LIBRARY	45,000.00		5017
27938	10/17/24	KIN08 KINNELON VOLUNTEER FIRE CO.	9,625.00		5017
27939	10/17/24	KIN09 KINNELON BOARD OF EDUCATION	3,510,791.00		5017
27940	10/17/24	LAK02 LAKELAND BANK EQUIP FINANCE	3,239.55		5017
27941	10/17/24	LAK13 LAKELAND AUTO PARTS	274.91		5017
27942	10/17/24	LAW07 LAWSOFT INC.	1,895.00		5017
27943	10/17/24	MAJAG005 MAJAGAH, KOUSHBY & IMANE	7,028.79		5017
27944	10/17/24	MAT04 MATTHIJSSSEN, INC.	920.00		5017
27945	10/17/24	MCAA1 MCAA OF NJ	300.00		5017
27946	10/17/24	MCANJ MUNICIPAL CLERK'S ASSOC OF NJ	100.00		5017
27947	10/17/24	MCI01 MCI EASTERN SECURITY SYSTEMS	660.00		5017
27948	10/17/24	MET07 METROPOLITAN LIFE INSURANCE CO	815.98		5017
27949	10/17/24	MON14 MONMOUTH TELECOM	5,777.31		5017
27950	10/17/24	MOR17 MORRIS CTY TAX COLL/TREAS ASSC	40.00		5017
27951	10/17/24	MOR41 MORRIS COUNTY PARK COMMISSION	697.50		5017
27952	10/17/24	MUC01 CHRISTOPHER MUCCI	608.00		5017
27953	10/17/24	NAT16 NATIONAL HIGHWAY PRODUCTS	46.04		5017
27954	10/17/24	NEG01 NEGLIA ENGINEERING ASSOCIATES	2,880.00		5017
27955	10/17/24	NES01 NESTLE PURE LIFE DIRECT	221.29		5017
27956	10/17/24	NIE02 NIELSEN DODGE	1,733.56		5017
27957	10/17/24	NISIVOCC NISIVOCCIA LLP	8,560.00		5017
27958	10/17/24	NJA06 NJ ASSOC. OF CHIEFS OF POLICE	5,000.00		5017
27959	10/17/24	NJA10 NJ ADVANCE MEDIA	105.02		5017
27960	10/17/24	NJD07 NJ DEPT HEALTH & SENIOR SERV	8.40		5017
27961	10/17/24	NJP07 NJ PEST, LLC	265.00		5017
27962	10/17/24	NOR01 NORTH JERSEY COURT ADMIN ASSOC	65.00		5017
27963	10/17/24	NOR02 GANNETT NY-NJ LOCALIQ	0.00	10/17/24 VOID	0
27964	10/17/24	NOR02 GANNETT NY-NJ LOCALIQ	830.48		5017
27965	10/17/24	NOR13 NORTH JERSEY MUNICIPAL	67,429.00		5017
27966	10/17/24	NOR18 NORTHEAST COMMUNICATIONS, INC.	2,493.24		5017
27967	10/17/24	ONE02 ONE CALL CONCEPTS, INC.	190.19		5017
27968	10/17/24	ONE03 ONE SOURCE OF NEW JERSEY LLC	502.95		5017
27969	10/17/24	PEQ02 PEQUANNOCK TOWNSHIP	62,198.75		5017
27970	10/17/24	POS06 POSITIVE PROMOTIONS	724.75		5017

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GENERAL		General Account			Continued
27971	10/17/24	POW06 POWER PLACE, INC	95.61		5017
27972	10/17/24	PRB01 P.R.B.R.S.A.	74,619.00		5017
27973	10/17/24	PSE01 P.S.E. & G.	953.29		5017
27974	10/17/24	RAC02 RACHLES/MICHELE'S OIL CO.,INC	945.05		5017
27975	10/17/24	REI09 REINER GROUP INC.	1,005.00		5017
27976	10/17/24	REP01 REPUBLIC SERVICES, INC	3,874.52		5017
27977	10/17/24	RIO01 RIO SUPPLY INC	420.00		5017
27978	10/17/24	RIO04 RIOLA DESIGN	1,227.00		5017
27979	10/17/24	RIV03 RIVERDALE POWER MOWER INC.	40.90		5017
27980	10/17/24	SAL01 SBI MATERIALS, LLC	300.00		5017
27981	10/17/24	SCH30 MELANIE SCHUCKERS	60.24		5017
27982	10/17/24	SCH41 SHUMACHER CHEVY-BUICK	121.26		5017
27983	10/17/24	SHA03 THE SHADE TREE DEPARTMENT LLC	1,975.96		5017
27984	10/17/24	SHE03 SHERWIN WILLIAMS CO.	289.12		5017
27985	10/17/24	SKY05 SKYTOP RECYCLING	5,850.00		5017
27986	10/17/24	SOL02 MATTHEW SOLARI	1,123.49		5017
27987	10/17/24	STA STAPLES ADVANTAGE, DEPT NY	0.00	10/17/24 VOID	0
27988	10/17/24	STA STAPLES ADVANTAGE, DEPT NY	2,049.79		5017
27989	10/17/24	STA01 STAGERS AUTO BODY	8,743.77		5017
27990	10/17/24	STA35 STANDARD INSURANCE COMPANY	255.40		5017
27991	10/17/24	STAT2 STATE OF NEW JERSEY	667.00		5017
27992	10/17/24	STI02 JENNIFER L. STILLMAN	90.00		5017
27993	10/17/24	SUB03 SUBURBAN DISPOSAL INC.	289,624.98		5017
27994	10/17/24	THE19 THE GRIT NINJA LLC	1,870.00		5017
27995	10/17/24	THY01 THYSSENKRUPP ELEVATOR CORP.	3,939.51		5017
27996	10/17/24	TRA10 TRAINING UNLIMITED, LLC	95.00		5017
27997	10/17/24	TRA11 TRANSUNION RISK & ALTERNATIVE	500.00		5017
27998	10/17/24	TUR01 TURN-OUT UNIFORMS INC.	294.42		5017
27999	10/17/24	VER11 VERIZON WIRELESS	494.23		5017
28000	10/17/24	VER15 VERIZON CONNECT NWF, INC	424.49		5017
28001	10/17/24	VER18 VERIZON CONNECT FLEET USA	143.55		5017
28002	10/17/24	WAS04 WASH HOUNDS	90.10		5017
28003	10/17/24	WEI07 WEINER LAW GROUP LLP	2,411.50		5017
28004	10/17/24	WIN06 WIND RIVER ENVIRONMENTAL	3,784.90		5017

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	132	3	4,281,949.66	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	132	3	4,281,949.66	0.00

PLANNING 2	Columbia Bank				
1929	10/17/24	DAR01 DARMOFALSKI ENGINEERING ASSOC.	0.00	10/17/24 VOID	0
1930	10/17/24	DAR01 DARMOFALSKI ENGINEERING ASSOC.	4,560.00		5018
1931	10/17/24	KYL01 KYLE MCMANUS ASSOCIATES LLC	2,363.20		5018
1932	10/17/24	LEW03 CARLIE LEWIS	405.00		5018

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	3	1	7,328.20	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	1	7,328.20	0.00

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PLANNING 2 Columbia Bank Continued					
Report Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
			135	4	4,289,277.86
		Checks:	135	4	4,289,277.86
		Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>
		Total:	<u>135</u>	<u>4</u>	<u>4,289,277.86</u>
					<u>0.00</u>

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	3-01	1,525.88	0.00	0.00	1,525.88
CURRENT FUND	4-01	4,173,921.99	0.00	0.00	4,173,921.99
WATER FUND	4-05	3,889.56	0.00	0.00	3,889.56
SEWER FUND	4-07	84,403.90	0.00	0.00	84,403.90
Year Total:		4,262,215.45	0.00	0.00	4,262,215.45
	C-04	3,050.00	0.00	0.00	3,050.00
	C-06	420.00	0.00	0.00	420.00
Year Total:		3,470.00	0.00	0.00	3,470.00
DOG TAX	D-13	8.40	0.00	0.00	8.40
STATE AND FEDERAL GRANTS	G-02	4,598.58	0.00	0.00	4,598.58
	L-22	1,919.20	0.00	0.00	1,919.20
RECREATION SPECIAL	R-16	2,746.03	0.00	0.00	2,746.03
RECYCLE FUND	Y-21	5,466.12	0.00	0.00	5,466.12
Total of All Funds:		4,281,949.66	0.00	0.00	4,281,949.66

Project Description	Project No.	Project Total
38 MAPLE LAKE ROAD	10302107	140.00
7 SHEEPROCK ROAD/OESTREICHER	10602102	140.00
505 PEPPERIDGE TREE LANE	11904111	140.00
62 GREENHILL #11906102A BALICK	11906102A	820.00
11906107 2 HAZELWOOD OWENS	11906107	140.00
GRIFFITH/5 UNDERCLIFF TERRACE	12102109	560.00
LEWIS 4 HILLTOP 12102120	12102120	405.00
YILDIZ- 110 KIEL AVE-#1324	1324	280.00
152 KIEL AVE 1550 ROMAN	1550	280.00
14 CABOT LANE	1561	140.00
JONES 11 ROUND HILL 18927	18927	410.00
240 SOUTH GLEN KOVACH 23201129	23201129	320.00
236 SOUTH GLEN ROAD	23201130	320.00
1481 RT 23 S	45301102	2,363.20
9 ALIZE GLADDING LLC	5601129	320.00
8 ELIZABETH DRIVE- WALLIZADEH	56703121	140.00
30 GRACEVIEW DR	57201111	410.00
Total of All Projects:		<u>7,328.20</u>

RESOLUTION 10.01.24

AUTHORIZATION TO HIRE
DAVID LAWRENCE DOTY
PART TIME RECREATION COORDINATOR

WHEREAS, the Council of the Borough of Kinnelon wishes to hire David Lawrence Doty as a Part Time Recreation Coordinator; and

WHEREAS David Lawrence Doty start date is October 17, 2024, with a rate of pay of \$23.00 an hour not to exceed 40 hours per pay period

NOW THERE FOR BE IT RESOLVED BY, the Mayor and Council of the Borough of Kinnelon approved hiring David Lawrence Doty in the Kinnelon Recreation Department as a part time Recreation Coordinator.

Dated: October 17, 2024

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

Karen M. Luele, RMC
Kinnelon Borough Clerk

RESOLUTION 10.02 - 24

BOROUGH OF KINNELON
MORRIS COUNTY, NEW JERSEY

A RESOLUTION APPOINTING A
FUND COMMISSIONER AND ALTERNATE FUND COMMISSIONER
TO THE
MORRIS COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the Borough of Kinnelon (hereinafter, the Borough) is a member of the Morris County Municipal Joint Insurance Fund (hereinafter, the Morris JIF) for Property & Casualty Coverages, including, but not limited to Property, General Liability, Automobile, Public Officials Liability, Police Professional, Employment Practices Liability, Excess Liability, Environmental and Workers Compensation; effective September 1, 2024; and

WHEREAS, in accordance with the By-Laws and requirements of membership promulgated by the Morris JIF, the Borough must appoint a Fund Commissioner and Alternate Fund Commissioner to represent the Borough in all pertinent Fund affairs.

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

Craig Ambrosio, Business Administrator, is hereby affirmed as **Fund Commissioner** for Fund Year 2024 and/or until a successor has been qualified and appointed; and

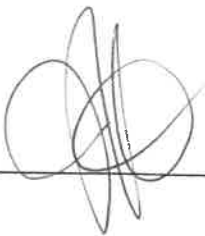
James Freda, Mayor is hereby appointed to serve as the **Alternate Fund Commissioner** for Fund Year 2024 and/or until a successor has been qualified and appointed, and

BE IT FURTHER RESOLVED, a certified copy of this Resolution shall be forwarded to the Fund through the Borough's Risk Management Consultant, Professional Insurance Associates, A Division of World Insurance Associates, LLC, 429 Hackensack Street, P.O. Box 818, Carlstadt, NJ 07072

Adopted this day: Oct 17, 2024

ATTEST:

Mayor



Borough Clerk

RESOLUTION 10.03 - 24

BOROUGH OF KINNELON
MORRIS COUNTY, NEW JERSEY

**A RESOLUTION APPOINTING A
FUND COMMISSIONER AND ALTERNATE FUND COMMISSIONER
TO THE
NORTH JERSEY MUNICIPAL EMPLOYEE BENEFITS FUND**

WHEREAS, the Borough of Kinnelon (hereinafter, the Borough) is a member of the North Jersey Municipal Employee Benefits Fund (hereinafter, the NJHIF) for Medical, Prescription & Dental benefits, as part of the Employee Benefits Program effective September 1, 2024; and

WHEREAS, in accordance with the By-Laws and requirements of membership promulgated by the NJHIF, the Borough must appoint a Fund Commissioner and Alternate Fund Commissioner to represent the Borough in all pertinent Fund affairs.

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

Craig Ambrosio, Business Administrator, is hereby affirmed as **Fund Commissioner** for Fund Year 2024 and/or until a successor has been qualified and appointed; and

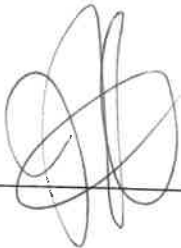
James Freda, Mayor is hereby appointed to serve as the **Alternate Fund Commissioner** for Fund Year 2024 and/or until a successor has been qualified and appointed, and

BE IT FURTHER RESOLVED, a certified copy of this Resolution shall be forwarded to the Fund through the Borough's Health Benefits Consultant, PIA Security Programs, A Division of World Insurance Associates, LLC, 429 Hackensack Street, P.O. Box 818, Carlstadt, NJ 07072

Adopted this day: Oct 17, 2024

ATTEST:

Mayor



Borough Clerk

RESOLUTION 10.04.24

AUTHORIZATION FOR D&B SERVICE GROUP
FOR MAINTENANCE AGREEMENT ON THE
KINNELON MUNICIPAL COMPLEX

WHEREAS, the Borough Council of the Borough of Kinnelon, County of Morris, State of New Jersey do hereby wish to authorize for D&B Service Group for the Maintenance on the Kinnelon Municipal Complex; and

WHEREAS, D&B will perform all services consistent with manufacturers recommendations using factory-trained technicians who specialize in HVAC; and

WHEREAS, the Proposal and Agreement service Base Bid is \$21,330.00.

- Police Department \$11,092.00
- Library & Borough Hall \$7,708.00
- Department of Public Works \$2,530.00
- Straight time \$182.00/hr
- OT/Saturday \$273.00/hr
- Sunday/Double/Holiday \$364.00/hr
- Truck Charge Waived

NOW, THEREFORE, BE IT RESOLVED, by the Borough of Kinnelon, County of Morris, State of New Jersey, that the Borough Council of the Borough of Kinnelon hereby agree to the Maintenance Agreement with D&B Service Group for the maintenance on the HVAC system.

Dated: 10/17/2024


Karen M. Luele, Borough Clerk



Maintenance Agreement Proposal

Kinnelon Municipal Complex

(Public Library, Police Department/Borough Hall, and Public Works)

**130 Kinnelon Road
Kinnelon NJ, 07405**

Prepared by:
James Griffiths

Mobile: 973-902-6465
Email: JGriffiths@dbbs.com



Scope of Services

D&B is pleased to offer the following Maintenance Agreement proposal for your consideration. Thank you for selecting D&B Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. D&B will perform all services consistent with manufacturers recommendations using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. D&B is pleased to offer this proposal for your consideration.

Library Equipment Schedule (4 times/year)

Qty. 2 – Commercial Lennox Split Systems
Qty. 8 – Direct Drive Conventional Lennox Split Systems
Qty. 2 – Aerco Condensing Boilers and Associated Accessories
Qty. 2 – Taco Building Circulators
Qty. 1 – Ductless Mini Split

Police Department/Borough Hall Equipment Schedule (4 times/year)

Qty. 5 – Commercial Lennox Split Systems
Qty. 4 – Direct Drive Conventional Lennox Split Systems
Qty. 2 – Fulton Condensing Boilers and Associated Accessories
Qty. 2 – Taco Building Circulators

Department of Public Works (2 times/year)

Qty. 2 – Air Conditioning Split Systems
Qty. 3 – Gas Fired Furnaces
Qty. 4 – Infrared Tube Heaters

Base Bid Scope of Work and Schedule

Visit 1 – Major Heating Inspection – October 2024

- Boiler inspection and maintenance compliant with factory maintenance procedures
- All air handling unit filters replaced with pleated merv 8 filters
- Air handling unit blowers and bearings greased (where applicable)
- Belts replaced with cogged belts and checked for tightness (where applicable)
- Pulleys adjusted and checked for improper wear patterns (where applicable)
- Direct drive blower motors inspected for bearing failure and lateral shaft movement
- Hydronic heating coils inspected and cleaned using NuCalgon foaming cleaner
- Heating control valves stroked, and actuators and linkages inspected
- Circulator pump operation inspected (sealed cartridge self-lubricating pumps)
- All line voltage electrical connections inspected and tightened
- Building pump VFDs inspected and operated throughout full speed control range
- Remote mounted thermostats programmed and operationally checked
- Check functionality of any installed IAQ devices at time of service. (Recommend additional maintenance or repairs as needed)
- Department of Public Works building heating maintenance (3 furnaces/4 infrared tube heaters)

Visit 2 – Minor Heating Inspection – January 2025

- Boiler inspection and maintenance compliant with factory maintenance procedures
- All air handling unit filters replaced with pleated merv 8 filters
- Belts tightened and adjusted as required (where applicable)
- Pulleys adjusted and checked for improper wear patterns (where applicable)
- Direct drive blower motors inspected for bearing failure and lateral shaft movement
- Heating control valves stroked, and actuators/linkages inspected
- Circulator pump operation inspected (sealed cartridge self-lubricating pumps)
- All line voltage electrical connections inspected and tightened
- Check functionality of any installed IAQ devices at time of service. (Recommend additional maintenance or repairs as needed)



Visit 3 – Major Cooling Inspection – March 2025

- Condensing unit inspection and maintenance compliant with factory maintenance procedures
- Chemically clean condenser coils using coil gun, solvent, and water (client to insure access to exterior hose bibs)
- Operate A/C systems at full load and check the following:
 - Refrigerant Charge
 - Superheat
 - Subcooling
 - Temperature Split
 - Compressor Amperage
 - Condenser Fan Motor Amperage
- All air handling unit filters replaced with pleated merv 8 filters
- Air handling unit blowers and bearings greased (where applicable)
- Belts tightened and adjusted as required (where applicable)
- Pulleys adjusted and checked for improper wear patterns (where applicable)
- Direct drive blower motors inspected for bearing failure and lateral shaft movement
- Condensate drains cleaned out and removable access fittings installed for future use by D&B
- Evaporator coils inspected and cleaned using NuCalgon foaming cleaner
- All line voltage electrical connections inspected and tightened
- Remote mounted thermostats programmed and operationally checked
- Check functionality of any installed IAQ devices at time of service. (Recommend additional maintenance or repairs as needed)
- Department of Public Works building cooling maintenance (2 A/C split systems)

Visit 4 – Minor Cooling Inspection – July 2025

- Condensing unit inspection and maintenance compliant with factory maintenance procedures
- Operate A/C systems at full load and check the following:
 - Refrigerant Charge
 - Superheat
 - Subcooling
 - Temperature Split
 - Compressor Amperage
 - Condenser Fan Motor Amperage
- All air handling unit filters replaced with pleated merv 8 filters
- Air handling unit blowers and bearings greased (where applicable)
- Pulleys adjusted and checked for improper wear patterns (where applicable)
- Direct drive blower motors inspected for bearing failure and lateral shaft movement
- Condensate drains cleaned out and removable access fittings installed for future use by D&B
- All line voltage electrical connections inspected and tightened
- Remote mounted thermostats programmed and operationally checked
- Check functionality of any installed IAQ devices at time of service. (Recommend additional maintenance or repairs as needed)

2024-2025 Discounted Hourly Rates If Contract Is Accepted

Straight time	\$182.00/hr
OT/Saturday	\$273.00/hr
Sunday/Double/Holiday	\$364.00/hr
Truck Charge	Waived



Program Overview

The owner is requesting a preventive maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize or prevent unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will ensure efficient operation and maximum equipment life. Repairs by trained technicians keep the equipment operating to specification. Owner operator knowledge is a key component of any maintenance program. During equipment inspections, D&B recommends owner participation to help them learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

Personnel

D&B will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Emergency Coverage: Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis.

Duration: This agreement shall remain in effect for an initial term of 1 year beginning on (Date TBD) and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payments to be made in 12 equal installments and billed to the client on the same day every month after that. Payment breakdown is contingent upon level of coverage, planned visits, and scope of work accepted by the customer.

Equipment Repair

D&B will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, preventative maintenance materials, and any trips to supply houses to procure materials. The customer will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the preventative maintenance activities section.



Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

Base Bid – As Defined Above.....	\$21,330.00
Police Department/Borough Hall Price Break Out.....	\$11,092.00
Library Price Break Out.....	\$7,708.00
Department of Public Works Price Break Out.....	\$2,530.00

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed monthly. *All billings are due immediately upon Receipt
This proposal will be honored by D&B for 30 days from the date on the front of the proposal.
After 30 days, D&B reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Customer:
Kinnelon Borough Municipal Complex

Site Address:
130 Kinnelon Road
Kinnelon, NJ 07405

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of D&B Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:



SERVICE GROUP LLC

TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (both hereinafter referred to as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by D&B Service Group LLC (DBSG). Further, Customer acknowledges and agrees that any purchase order issued by Customer in accordance with this Agreement will only establish payment authority for Customer's internal accounting purposes. Any such purchase order will not be considered by DBSG to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of DBSG.
2. This Agreement is subject to acceptance by the Customer within thirty (30) calendar days from date shown on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Agreement. If acceptance of this Agreement is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of DBSG's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, DBSG may stop all work under this Agreement or terminate this Agreement with five (5) business days written notice to Customer. DBSG reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by DBSG including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that DBSG determines, during the first thirty (30) calendar days of any Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, DBSG shall inform Customer of the equipment condition and remedy. DBSG shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment, until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this Agreement.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in the Maintenance Agreement, the customer shall receive forty-five (45) calendar days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Maintenance Agreement or set forth in the notice of adjustment.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) calendar days prior to the anniversary date; (ii) by DBSG upon five (5) business days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without DBSG's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by DBSG, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay DBSG, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which DBSG is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, DBSG may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, DBSG shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay DBSG any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside



11. Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless DBSG and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. DBSG shall have the right to suspend its work at no penalty to DBSG until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. DBSG reserves the right to engage others in a subcontractor status to perform the work hereunder.
12. Customer agrees to provide DBSG personnel with the required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. DBSG shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of DBSG.
13. This Agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of DBSG.
14. In the event that DBSG is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond DBSG's control, Customer shall pay DBSG for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established DBSG rates for performing such services.
15. DBSG shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of DBSG, DBSG shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
16. DBSG shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of DBSG. In no event will DBSG's liability for direct or compensatory damages exceed the payment received by DBSG from Customer under the Agreement.
17. DBSG extends the manufacturers' warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) calendar days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. DBSG expressly limits its warranty on Customer's equipment to cover only that portion of equipment which had specific services performed by DBSG. These warranties do not extend to any equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
18. DBSG and Customer agree that they are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of their employees or employees of their subcontractors. If any of their employees or those of their subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. DBSG and Customer each agree to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
19. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of New Jersey.

RESOLUTION # 10.05.24


BE IT RESOLVED, BY THE Mayor and Council of the Borough of Kinnelon, that in accordance with NJSA 54:5 the Tax Collector will hold the annual Tax Sale for the Borough of Kinnelon via an on-line auction on Tuesday, October 29, 2024.

ROLL CALL: yago, yes Russo, yes
 Harris, yes Chirilo, yes
 Mabe, yes Lamb, yes

October 17, 2024
Judith O'Brien, CTC
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 October 17, 2024.

Date: 10/17/24


Karen M. Iuele, Borough Clerk

RESOLUTION 10.06 .24

AUTHORIZATION TO ACCEPT THE
TOTALS FOR THE KINNELON
MUSEUM AND THE KINNELON
LIBRARY

WHEREAS, the Borough Council of the Borough of Kinnelon, County of Morris, State of New Jersey do hereby wish to authorize the estimate totals for the Kinnelon Museum and the Kinnelon Library Kinnelon for the JIF Insurance company; and

WHEREAS, the Kinnelon Museum was damaged by fire and water breakage, and the Kinnelon Library

WHEREAS, the total are as follows;

- Kinnelon Museum \$159,713.03
- Kinnelon Library \$28,809.93

NOW, THEREFORE, BE IT RESOLVED, by the Borough of Kinnelon, County of Morris, State of New Jersey, that the Borough Council of the Borough of Kinnelon hereby approve and accept the totals for the Kinnelon Museum and the Kinnelon Library from the JIF Insurance Company.

Dated: 10/17/2024


Karen M. Iuele, Borough Clerk

RESOLUTION 10.07.24

AUTHORIZATION FOR CONNOLLY &
HICKEY HISTORICAL ARCHITECTS
TO GO OUT TO BID FOR THE KINNELON
MUSEUM REPAIRS

WHEREAS, the Borough Council of the Borough of Kinnelon, County of Morris, State of New Jersey do hereby wish to authorize Connolly & Hickey Historical Architects to design bid package for the Kinnelon Museum; and

WHEREAS, Connolly & Hickey Architects is authorized to design the bid package, go out to bid and is authorize to accept the bid for the Kinnelon Museum.

NOW, THEREFORE, BE IT RESOLVED, by the Borough of Kinnelon, County of Morris, State of New Jersey, that the Borough Council of the Borough of Kinnelon hereby authorize Connolly & Hickey Historical Architects to design the bid package go out to bid and accept the bid for the Kinnelon Museum.

Dated: 10/17/2024


Karen M. Luele, Borough Clerk

RESOLUTION 10. 08.2024

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE BOROUGH OF KINNELON AND LOCAL 1158 IBEW TO BE INCORPORATED INTO A COLLECTIVE BARGAINING AGREEMENT FOR THE YEARS 2025-2029.

WHEREAS, the Borough of Kinnelon and Local 1158 IBEW have conducted negotiations for a new collective bargaining agreement; and

WHEREAS, the Borough of Kinnelon and Local 1158 IBEW have reached agreement on the terms and conditions for the term of 2025-2029 and is reflected in the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Kinnelon hereby approves said Memorandum of Understanding which shall be incorporated into a final collective bargaining agreement to be approved by the Governing Body.

DATE:


James J. Freda, Mayor

Borough of Kinnelon

ORDINANCE NO. 14-2024

AN ORDINANCE AMENDING CHAPTER 186 OF THE CODE OF THE BOROUGH OF KINNELON AND ESTABLISHING TREE REMOVAL AND REPLACEMENT REQUIREMENTS

BE IT ORDAINED by the Borough Council of the Borough of Kinnelon, in the County of Morris and State of New Jersey, as follows:

Section 1. Chapter 186, "Tree Removal," of the Revised General Ordinances of the Borough of Kinnelon, shall be amended by repealing the existing Chapter and replacing it with the following:

**ARTICLE 186
TREE REMOVAL AND REPLACEMENT**

§ 186-1 Purpose and intent.

A. The purpose of this chapter is:

- (1)** To preserve and protect trees within the Borough, which helps to preserve water quality, abate noise, and enhance the ambience and character of the community.
- (2)** To control the indiscriminate destruction of trees which has been shown to have severe detrimental environmental, ecological and economic effects including increased soil erosion and surface drainage problems, creation of insect breeding sites, decreased oxygen production, decreased property values and increased municipal costs and thereby to eliminate a threat to the public health, welfare and safety.
- (3)** To protect the semirural character and natural resources of the Borough, consistent with the goals and objectives of the Master Plan. This section is not intended to restrict homeowners from removing dead, diseased, or hazard trees. It is not intended to restrict homeowners from conducting routine pruning of trees or other maintenance procedures.
- (4)** To comply with the NJDEP Tier A MS4 permit renewal requirements established by the State of New Jersey.

B. This chapter places special emphasis on the preservation of trees around the perimeter of a property to create conservation areas based upon setback requirements pursuant to the Kinnelon Borough Zoning Code.^[1] The ordinance will also provide a sound management structure for the removal of trees in the Borough of Kinnelon.

[1] *Editor's Note: See Ch. 207, Zoning.*

§ 186-2 Definitions.

For the purpose of this chapter, the words and terms used herein are defined as follows:

AFFECTED PROPERTY

The lot or lots for which a tree removal permit is sought.

APPLICANT

Any "person," as described below, who applies for approval to remove trees regulated under this ordinance.

CHEMICAL CONTAMINATION

The application of a material, whether intentionally or accidentally, which has a toxic effect on a tree or trees.

CLEAR CUTTING

Removal of all the trees in a stand of timber in a certain area.

CONSERVATION AREA

That area created by the setback standards for a particular building zone and surrounding the perimeter of a property.

CRITICAL ROOT RADIUS (CRR)

The zone around the base of a tree where the majority of the root system is found. This zone is calculated by multiplying the diameter at breast height (DBH) of the tree by one and a half feet (1.5'). For example: a tree with a six-inch (6") DBH would have a CRR = 6 x 1.5' = 9'.

DEAD TREE

A tree which has ceased to physiologically function. Dead trees typically are devoid of leaves and have loose bark.

DIAMETER AT BREAST HEIGHT (DBH)

The diameter of the trunk of a mature tree generally measured at a point four and a half feet (4½') above ground level from the uphill side of the tree. For species of trees where the main trunk divides below the four and a half foot (4½') height, the DBH shall be measured at the highest point before any division.

DISEASED TREE

A tree, which is terminally infected with a fungus or virus or terminally infested with insects.

DRIPLINE

The circular area surrounding a tree, the radius of which area shall be the distance from the trunk of the tree to the outermost branches of the tree.

EROSION CONTROL

The planting of vegetation on steeply sloped lands in conformation with Soil Conservation Service standards, to prevent the loss of soil from wind, rain, flooding or traffic.

EXCESSIVE DRAINAGE ALTERATIONS

Grade changes which result in either a deficiency or overabundance of soil moisture within the dripline of a tree or trees.

GIRDLING

To remove or cut through a ring of bark and underlying tissue from a tree trunk in order to kill the tree.

GRADE CUT

The removal of soil within the dripline of an existing tree. Cuts in grades damage tree roots and affect the stability of a tree.

GRADE FILL

The placement of soil on the ground surface surrounding existing trees. The placing of fill inhibits gaseous exchange to tree roots and soil moisture.

HAND-OPERATED EQUIPMENT

Manual tools, including but not limited to a pick, shovel, hoe, iron rake, or air spade, which excavates with forced air.

HAZARD TREE

A tree or limbs thereof that meet one or more of the criteria below. Trees that do not meet any of the criteria below and are proposed to be removed solely for development purposes are not Hazard Trees.

1. Has an infectious disease or insect infestation.
2. Is dead or dying.
3. Obstructs the view of traffic signs or the free passage of pedestrians or vehicles, where pruning attempts have not been effective.
4. Is causing obvious damage to structures (such as building foundations, sidewalks, etc.).
5. Is determined to be a threat to public health, safety, and/or welfare by a Licensed Tree Expert (LTE).
6. Is listed as an invasive tree per Appendix B, found on the Borough of Kinnelon Website and in the Borough Clerk's Office, and is thus considered a Hazard Tree.

HORTICULTURALLY ADVANTAGEOUS THINNING

The removal of dead, diseased, dying or undesirable trees in order to improve the quality of desirable existing trees or to create conditions where more desirable trees will be planted.

HORTICULTURALLY DISADVANTAGEOUS THINNING

The removal of dead, diseased, dying or undesirable trees or the disturbance of an area without an approved replacement planting plan and management program thus creating a void where invasive plant material could become established.

LIMBING

Removal of one third (1/3) or more of the living branches of a tree.

LIMIT OF DISTURBANCE

The area in which trees have been designated for cutting, obtained by traversing the outer periphery of those trees and taking into consideration the delineation of the natural boundaries located within the property.

MECHANICAL DAMAGE

Physical damage to the bark, branches, or roots of a tree. Such damage is usually caused by motor-driven excavation or other equipment.

PERMIT

Written authorization from the Borough of Kinnelon to remove a tree or trees. A placard for public display, issued by the Borough Forester, fixed to a wall, tree or fence, in plain view of the public.

PERSON

Any individual, resident, corporation, utility, company, partnership, firm, or association.

REPLACEMENT TREE(S)

All replacement trees shall be of a species approved by the Borough Forester and shall be nursery grade quality, properly balled, and burlapped. Minimum measurements of replacement trees shall be as follows: evergreen trees: seven feet (7') to eight feet (8') in height; ornamental trees: two inches (2") to three inches (3") in caliper; and shade trees: two inches (2") to three inches (3") in caliper. Caliper is measured one inch above the root flare of a balled and burlapped nursery grown tree.

RESIDENT

An individual who resides on the residential property, or contractor hired by the individual who resides on the residential property, where a tree(s) regulated by this ordinance is removed or proposed to be removed.

SCREENING

A tree, trees, hedge, or privacy fence, which provides a visual barrier from one property to another.

SETBACK

All existing borough setbacks applicable to a given property as defined in the Kinnelon Borough Zoning Code §§207-27 through 207-31.

SILVICULTURE

The growing and cultivation of trees.

SOIL COMPACTION

The subsurface compression of soil by vehicles, equipment, and materials, which disrupts the movement of air and water to tree roots.

STREET TREE

A tree growing within the public right-of-way. In the Borough of Kinnelon, property owners are responsible for the maintenance of all trees within the public right-of-way adjacent to their property.

TREE

Any live or dead woody perennial plant within the confines of the Borough having a diameter of six inches (6") or greater measured at a point of four and a half feet (4½') above grade level. On sloped terrain, such measurement shall be made on the downhill side. Measurements shall be made and/or approved by the Borough Forester or the Borough Code Enforcement Officer.

TREE CALIPER

The diameter of the trunk of a young tree, measured six inches (6") from the soil line. For young trees whose caliper exceeds four (4") inches, the measurement is taken twelve inches (12") above the soil line.

TREE ENCROACHMENT

The storage of equipment or materials, the changing of grade including cutting or filling, or compacting of soil within the dripline of a tree.

TREE REMOVAL

To kill or to cause irreparable damage that leads to the decline and/or death of a tree. This includes, but is not limited to, excessive pruning, application of substances that are toxic to the tree, over-mulching or improper mulching, and improper grading and/or soil compaction within the critical root radius around the base of the tree that leads to the decline and/or death of a tree. Removal does not include responsible pruning and maintenance of a tree, or the application of treatments intended to manage invasive species, insects, or disease.

TREE REMOVAL CONTRACTOR

Any person, company, corporation or other entity, whether compensated or not, who desires to cut down any tree in the Borough on property they do not own.

TREE TOPPING

The indiscriminate cutting back of tree branches in excess of one third (1/3) of total tree branches to stubs or lateral branches that are not large enough to assume the terminal role.

WETLANDS (including Wetland Transition Area and Stream Buffer)

Wetlands are areas where water covers the soil or is present either at or near the surface of the soil all year, or for varying periods of time during the year, including during the growing season.

A Wetland Transition Area is a strip of land bordering wetlands. It may vary from one hundred fifty feet (150') wide down to nothing depending on the value of the particular wetland.

A Stream Buffer is a vegetated area on either side of a stream or river.

§ 186-3 **Responsible officials; enforcement.**

- A. *The Borough Forester.*** The Mayor, upon the advice and consent of the Council, may appoint a Forester who is a qualified tree expert, certified by the State of New Jersey pursuant to N.J.S.A. 45:15C-1 et seq. In the absence of such an appointment, the Borough Construction Official shall act as the Forester.
- B. *Administration.*** The Borough Forester and/or Code Enforcement Officer shall be responsible for administration of this chapter.
- C. *Enforcement.*** The Borough Forester, the Construction Official, the Zoning Officer, Code Enforcement Officer, and Borough Police Officers are hereby authorized to enforce the regulations set forth within the Code of the Borough of Kinnelon regulating the destruction and removal of trees.

§ 186-4 **Tree Removal Contractors.**

All tree removal contractors operating within the Borough of Kinnelon shall:

1. Be licensed in accordance with the New Jersey Tree Experts and Tree Care Operators Licensing Act.^[1]
[1] *Editor's Note: See N.J.S.A. 45:15C-11 et seq.*
2. Maintain insurance as required by the State of New Jersey.
3. Hold a current valid registration with the Borough of Kinnelon.
4. Carry and provide proof of the following insurance coverage:
 - a.) At least \$1,000,000 property damage and bodily injury insurance per incident;
 - b.) At least \$300,000 automobile insurance per incident; and
 - c.) Workers' compensation insurance in such amounts as required by law.
5. Require their insurers to provide the Borough of Kinnelon with a minimum of thirty (30) days advance notice of the cancellation of any required coverage. Upon the cancellation of any of the required insurance coverage, the tree removal contractor's registration shall automatically be suspended, and the tree removal contractor shall thereafter be prohibited from performing work within the Borough of Kinnelon.
6. Upon the submission of satisfactory proof of insurance coverage; licensure in accordance with the New Jersey Tree Experts and Tree Care Operators Licensing Act; payment of registration fee; and a certification that the tree removal contractor has read, understands, and will comply with applicable ordinances of the Borough of Kinnelon, then the Borough Clerk shall register the tree removal contractor as approved to do business in the Borough of Kinnelon. Registration shall be valid from the date of issuance to the end of the year in which it was issued.

7. Upon registration or renewal, Tree Removal Contractor shall be required to obtain a decal from the Borough for each of the contractor's vehicles, which must be affixed on the vehicles to indicate proof of registration.

§ 186-5 Prohibitions.

- A. No person shall remove or cause to be removed any tree(s) or engage in tree encroachment activities on any private, residential or commercial property within the Borough of Kinnelon without a permit.
- B. No person shall engage in activities which could cause trees to die. This activity includes but is not limited to: limbing, topping, grade cut or fill, soil compaction within the dripline, chemical contamination, girdling, excessive drainage alterations, and mechanical damage.
- C. No tree removal shall be permitted on slopes fifteen percent (15%) or greater in grade or on slopes where vegetation is presently stabilizing soils.
- D. The operation of wheeled or tracked motorized equipment within NJDEP designated wetlands to remove Hazard Trees is prohibited.
- E. The limbing or topping of trees shall not be conducted.
- F. Clear cutting of any property in the Borough is prohibited.
- G. The review and approval of any tree removal as part of any subdivision or site plan application before a Land Use Board, or any major development as defined in Stormwater Management Regulations of the Borough Code, shall be approved by the appropriate Land Use Board, Borough Engineer and the Forester.
- H. There shall be no extensive removal of trees or land clearance between April 1st and November 15th in any given year where Indiana Bat Maternity Colonies could be located.
- I. No Tree Removal Contractor shall operate in the Borough without having first been registered by the Borough Clerk as an approved contractor.

§ 186-6 Tree protection during construction.

- A. No person shall:
 - (1) Operate, place or maintain within the dripline of any tree any machinery, equipment, heavy object, stone, rocks, cement, earth, soil, or other substance which may harmfully affect such tree by unduly compressing the earth or otherwise impeding or preventing the access of water or air to the roots of such tree; or

- (2) Excavate around or remove earth or soil from, or cause any water to flow upon, the roots of any tree, except that if provisions of this section create any undue hardship in the appropriate use and enjoyment of property, the Borough Forester may waive in whole or part such provisions, but only to the extent absolutely necessary to alleviate such undue hardship.

Additional precautionary practices may be required by the Borough Forester.

B. All trees. The following additional provisions shall apply to all trees:

- (1) Tree protection measures and the limit of disturbance line shown on the site plan or grading plan shall be provided in the field with snow fencing or other durable material and verified by the Borough Forester prior to soil disturbance.
- (2) Protective barriers shall not be supported by the plants/trees they are protecting but shall be self-supporting. Barriers shall be a minimum of three feet (3') in height and shall last until construction is complete.
- (3) Chain link fence may be required for tree protection if warranted by site conditions and relative rarity of the plant.
- (4) Snow fencing, or other substantial fencing used for tree protection, shall be firmly secured along the dripline but shall be no less than twelve feet (12') from the trunk and a minimum of three feet (3') in height.
- (5) The grade of land located within the dripline shall not be lowered or raised unless compensated by welling or retaining wall methods; and in no event shall be permitted within the dripline or within twelve (12') feet of any surrounding trees, whichever is greater.
- (6) Any excavation within the dripline, or within twelve feet (12') of the trunk of a remaining tree, whichever is greater, shall be done by air-spade or hand-operated equipment.
- (7) Where a tree that has been noted for preservation is severely damaged and unable to survive, tree replacement shall occur as provided in the tree removal permit.
- (8) Prior to construction and any tree removals, suitable tree protective barriers shall be erected and this protection, where required, shall remain until such time as the protection is authorized to be removed by the Borough of Kinnelon. In addition, during construction no attachments or wires shall be attached to any of said trees so protected. Where some grading must take place within the dripline of trees in the protection zone, appropriate measures shall be taken to minimize impact to the trees. Any trees seriously damaged during construction must be professionally treated by a N.J. Licensed Tree Expert or replaced if the damage is beyond treatment.
 - (a) A detail of the existing tree self-supported protective barrier shall be provided on all applications. The protective barrier shall be a minimum of three feet (3) in height.

- (b) The self-supported protective barrier shall be placed, as determined by the Borough Forester or designee, at the dripline of any tree along the limit of clearing and around the entire dripline for trees to remain undisturbed within the limit of clearing.
- (c) It shall be unlawful for any person in the construction of any structure or other improvement to place solvents, material, construction machinery, or temporary soil deposits within the dripline.
- (9) Street right-of-way and utility easements should be delineated by placing stakes a minimum of fifty feet (50') apart and tying ribbon, plastic tape, rope, etc., from stake to stake along the outside perimeters of such areas to be cleared.
- (10) Large tree protection areas separate from construction and land-clearing areas, into which no equipment will venture, may also be delineated as determined by the Borough Forester or designee following a field evaluation.

§ 186-7 **Application for tree removal or tree encroachment permit; fees; procedure.**

A. *Filing of application.*

- (1) An application for a tree removal or tree encroachment permit shall be filed in the Borough Clerk's Office or other designated recipient and forwarded to the attention of the Borough Forester. Any required New Jersey Department of Environmental Protection approvals shall be attached to the application when submitted to the Borough Forester. After reviewing said application, the Borough Forester will issue or deny a tree removal permit within ten (10) business days.
- (2) The removal of all living and/or dead trees requires a tree removal permit.
- (3) Upon receiving a tree removal or tree encroachment permit, as required hereunder, the respective permit shall be prominently displayed and clearly visible from the road at the site and shall remain posted during the entire tree removal process and/or tree removal period, but in no case shall the permit be displayed for less than ten (10) days from issuance.
- (4) In an emergency or hazardous, non-hazardous situation a tree removal application shall be submitted and a permit granted in the Borough Clerk's Office for up to two (2) trees.

B. *Fees.*

- (1) There shall be submitted, simultaneously with the filing of the tree removal or tree encroachment permit application, a nonrefundable application fee in the amount

of fifty dollars (\$50.00) to cover the costs of processing the application, including the requisite inspections of the site and the issuance of a tree removal permit.

- (2)** Application fees shall be waived for the removal of up to two (2) dead, diseased or hazardous trees. However, no such trees shall be removed without prior notice by the property owner to the Borough Forester and the issuance of a permit for such removal.
- (3)** Permit fee schedule:
 - (a)** Application - \$50.00
 - (b)** Each living tree - \$10.00
 - (c)** Permit - \$5.00
- (4)** Annual Tree Removal Contractor Registration - \$75.00

C. Procedure.

- (1)** All tree removal and/or tree encroachment permit applications shall be reviewed by the Borough Forester, or his delegate, to determine whether there is a basis for the issuance of a tree removal or tree encroachment permit. The Borough Forester, or his delegate, shall consider numerous factors, including but not limited to:
 - (a)** Whether the activity is proposed for an area which is to be occupied by or surrounds a structure or some other improvements;
 - (b)** Whether the potential effect of the proposed tree removal activity would disturb an area that is five thousand (5,000) square feet or more, thus requiring prior permission from the Morris County Soil Conservation District, or would disturb an area which would require a grading permit or steep slope variance from the Borough of Kinnelon;
 - (c)** Whether the purposes of this chapter will be met by permitting the tree removal requested;
 - (d)** Whether the proposed number and density of trees removed would result in any permanent reduction in screening or the subject property from the surrounding properties;
 - (e)** Whether the proposed activity would result in a horticulturally advantageous or disadvantageous thinning of an existing wooded or naturally screened area;
 - (f)** The potential hardship that would be imposed upon the applicant if the permit is denied;
 - (g)** Whether the tree(s) proposed for removal or tree encroachment is located within a conservation area; and
 - (h)** Whether other trees have been removed from the property within the preceding three years.

- D. The filing of the tree removal or tree encroachment permit application shall be deemed to constitute consent for Borough officials or agents to enter upon the subject land to inspect the designated site(s).
- E. ***Issuance of tree removal or tree encroachment permits.***
- (1) A tree removal or tree encroachment permit shall be granted or denied in writing by the Borough Forester or his/her delegate. Such response shall be within ten (10) business days after submittal of a deemed complete application to an enforcing officer which complies with the terms and conditions of this chapter, or within such further time as may be consented to by the applicant.
 - (2) When a tree removal or tree encroachment permit application is filed in conjunction with work for which an application for a construction permit or for approval(s) from the Planning Board, Board of Adjustment, Board of Health or Borough Engineer will be filed, the tree removal or tree encroachment permit shall be conditioned upon the receipt of the construction permit or other requisite approvals and shall not be effective until such permit or approvals have been obtained.
 - (3) The enforcing officer shall be enabled to require replacement plantings for screening or erosion control purposes.
- F. In reviewing any such application, the Borough Forester may at his/her discretion consult the Borough Engineer, Construction Official, or other individual or municipal entity, as he/she may deem necessary or advisable.
- G. ***Reasons for Tree Removal Application Denial.*** The Borough Forester or designee can deny a tree removal permit should the requested removal cause or contribute to the below conditions if such conditions are not otherwise satisfactorily abated as determined by the Enforcement Agent:
- (1) Additional runoff of surface water onto adjacent properties;
 - (2) Erosion, silting, excessive dust, or anything that may contribute to soil or property instability;
 - (3) Significant and adverse environmental impact;
 - (4) Impairment to the growth or development of remaining trees on the applicant's property or upon adjacent properties;
 - (5) Drainage or sewerage problems;
 - (6) Dangerous or hazardous conditions;
 - (7) Borough Forester's denial is in agreement/conjunction with a utility company when said company is cited as a reason for removal; or
 - (8) Such removal is contrary to the mission and purposes of this Ordinance.

§ 186-8 **Duration of permit.**

Permits granted under the terms and conditions of this chapter shall run with the land and shall remain in force and effect for the following periods of time:

- A.** When no other permits or approvals are involved, must renew after six (6) months from the date of issuance.
- B.** When issued in conjunction with a construction permit, six (6) months from the date of issuance.
- C.** When issued in conjunction with Borough Planning Board or Board of Adjustment approval, until the later of the six (6) months from issuance or the expiration of construction permits issued thereunder.

§ 186-9 Nonliability of Borough.

- A.** Nothing in this chapter shall be deemed to impose any liability upon the Borough or its officers or employees or agents.
- B.** Nothing in this chapter shall be deemed to relieve the owner and/or occupant of any private property from the duty to keep trees and shrubs thereon in a safe condition.

§ 186-10 Appeals.

Any applicant aggrieved by a determination to grant or deny a tree removal permit shall have the right to appeal such decision to the Mayor and Council. Such appeal shall be by written notice stating the reasons upon which the appeal is based and filed with the Borough Clerk within ten (10) business days from the date of determination. The Mayor and Council shall hear the matter, upon notice to the applicant, at the first regularly scheduled public meeting of the Mayor and Council held no less than twenty (20) business days after receipt of the notice of appeal. The Mayor and Council may, in its discretion and upon complete review of the application and after hearing the testimony of the Borough Forester and the applicant, reverse, modify or affirm the prior decision in the matter.

§ 186-11 Violations and penalties.

- A.** The illegal removal of trees will invoke an automatic suspension of any existing tree removal or tree encroachment permits associated with a property and freeze the issuance of any future permits until the case is adjudicated and unwanted effects of the removal mitigated.

- B.** Any person violating any provision of this chapter shall, upon conviction, be subject to a fine of between one hundred dollars (\$100.00) and one thousand dollars (\$1,000.00) per tree.
- C.** Each tree cut or removed in violation of this chapter shall be considered a separate violation.
- D.** Persons failing to replace a tree(s), or replace a dead tree(s) over the twelve (12) month guarantee period, will be issued a summons and will be subject to a fine of between one hundred dollars (\$100.00) and one thousand dollars (\$1,000.00) plus the requirement to replace the tree(s).
- E.** A Registered Tree Removal Contractor who violates any provision of this ordinance may, at the discretion of municipal authority, have their registration suspended or revoked, in addition to any other penalties described in this section.
- F.** Any Tree Removal Contractor who operates in the Borough without having been first registered by the Borough Clerk shall, upon conviction, be subject to a fine of between one hundred dollars (\$100.00) and one thousand dollars (\$1,000.00), in addition to any other penalties described in this section.

§ 186-12 Replacement of illegally removed trees.

- A.** In addition to the penalties set forth in § **186-11**, each person who removes or otherwise destroys a tree(s) in violation of the Borough ordinances will be required to replace the tree(s) with another of like or superior species as defined herein under definition "replacement tree(s)," on the property from which they were removed, at his/her/their own expense, subject to **APPENDIX A, B and/or C** found on the Borough of Kinnelon Website and in the Borough Clerk's Office.
- B.** Replacement trees must be guaranteed for two (2) full growing seasons. The replacement of trees are on a one to one (1:1) basis on the subject property to the greatest extent possible.

§ 186-13 Tree Replacement Requirements.

- A.** Any person who removes one or more living tree(s), unless exempt, as defined by § **186-14**, with a DBH of six inches (6") or larger, shall be subject to the requirements of **APPENDIX A, B and/or C** found on the Borough of Kinnelon Website and in the Borough Clerk's Office.
- B.** The species type and diversity of replacement trees shall be in accordance with the list of approved trees and planting requirements as shown in **APPENDIX A, B and/or C** found on the Borough of Kinnelon Website and in the Borough Clerk's Office.
- C.** Replacement tree(s) shall:
 - (1)** Be replaced in kind, to the greatest extent possible, with a tree that meets the tree replacement criteria.

- (2) Be planted within twelve (12) months of the date of removal of the original tree(s) or on an alternative date specified by the municipality;
- (3) Shall not be planted in temporary containers or pots, as these do not count towards tree replacement requirements.

D. Replacement Alternatives. If the municipality determines that some or all required replacement trees cannot be planted on the property where the tree removal activity occurred, then the applicant shall do the following:

- (1) Plant replacement trees in a separate area(s) approved by the municipality.

§ 186-14 Exemptions.

Proper justification shall be provided when requested by the Borough of Kinnelon, in writing, by all persons claiming an exemption. All persons shall comply with the tree replacement standard outlined above, except in cases detailed below:

1. Tree farms in active operation, nurseries, fruit orchards, and garden centers.
2. Properties used for the practice of silviculture under an approved forest stewardship or woodland management plan that is active and on file with the municipality.
3. Any trees removed as part of a municipal or state decommissioning plan. This exemption only includes trees planted as part of the construction and predetermined to be removed in the decommissioning plan.
4. Any trees removed pursuant to a New Jersey Department of Environmental Protection (NJDEP) or U.S. Environmental Protection Agency (EPA) approved environmental clean-up, or NJDEP approved habitat enhancement plan.
5. Approved game management practices, as recommended by the State of New Jersey Department of Environmental Protection, Division of Fish, Game and Wildlife.

Section 2. Severability.

If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

Section 3. Ordinance replacement.

All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 4. Effective date.

This Ordinance shall take effect 60 days after final passage and publication in the manner provided by law.

Adopted this 17 day of
October, 2024.



Karen Luele, Borough Clerk



James Freda, Mayor

ORDINANCE NO. 15-2024
AN ORDINANCE TO AMEND SECTION 25 OF CHAPTER 207 OF THE CODE OF THE
BOROUGH OF KINNELON TITLED "INTERPRETATION OF
REGULATIONS"

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

WHEREAS, the Borough of Kinnelon ("Borough") desires to repeal and replace Section 25 of Chapter 207 titled "Interpretation of Regulations";

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

SECTION 1. The Code of the Borough of Kinnelon, Part II General Legislation therein, is hereby amended by repealing and replacing Section 25 of Chapter 207 to read as follows:

§ 207-25. Interpretation of regulations.

- A. In their interpretation and application, the provisions of this chapter shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. It is not intended by this chapter to repeal, abrogate, annul or in any way impair or interfere with any existing provisions of the law or ordinance or any rules, regulations or permits previously adopted or issued, or which shall be adopted or issued pursuant to law, relating to the use of buildings or premises, nor is it intended by this chapter to interfere with or abrogate or annul any easements, covenants or other agreements between parties; provided, however, that where this chapter imposes a greater restriction upon the use of buildings or premises or upon the height of buildings or requires larger yards, courts or other open spaces than are imposed or required by such existing provisions of law or ordinance or by such rules, regulations or permits or by such easements, covenants or agreements, the provisions of this chapter shall control.
- B. Where an existing building in a residential zone includes a nonconforming side, front or rear yard setback or impervious coverage percentage, any vertical expansion of the same building which preserves or improves the nonconforming setback or impervious coverage percentage, shall be allowable as of right, as long as the height of the building is conforming to the maximum allowable height in the zone as defined elsewhere in this code.

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

SECTION 3. This Ordinance shall take effect after approval and publication as required by law.

ATTEST:

BOROUGH OF KINNELON



Karen M. Iuele, RMC, Borough Clerk



James J. Freda, Mayor

ORDINANCE 16-2024
AN ORDINANCE ESTABLISHING SALARY RANGES
FOR THE BOROUGH OF KINNELON

BE IT ORDAINED BY the Kinneelon Mayor and Council, County of Morris, State of New Jersey, as follows:

Effective November 1, 2024, the following schedule of salaries indicates the salary ranges for the hereinafter listed positions of employment within the Borough of Kinneelon which the Governing Body shall, from time to time, by resolution, fix the specific salaries for persons employed in positions within the applicable salary range.

TITLE	MINIMUM	MAXIMUM
Police Captain	\$165,600	\$168,600
Police Lieutenant	\$158,500	\$161,600

Any ordinance inconsistent with this ordinance is repealed, but only to the extent of such inconsistencies.

This ordinance shall take effect upon final adoption and approval by the Governing Body of the Borough of Kinneelon.

Certified to be a true copy of an ordinance which was introduced at the regular meeting of the Kinneelon Mayor and Council held on September 19, 2024 and Adopted on October 17, 2024.



Karen Luele, Borough Clerk

ORDINANCE NO. 17-2024

AN ORDINANCE TO ESTABLISH A BOARD OF ASSESSMENT COMMISSIONERS

WHEREAS, the Mayor and Council of the Borough of Kinnelon desire to create an Assessment Commission for the assessment of benefits for local improvements in accordance with N.J.S.A. 40:56-21, et seq.; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Kinnelon as follows:

ASSESSMENT COMMISSION

Section 1. Creation.

Pursuant to and in accordance with the provisions of N.J.S.A. 40:56-21, et seq., there is hereby created the Borough of Kinnelon Assessment Commission, the members of which shall be appointed by the Mayor with the advice and consent of the Council.

Section 2. Membership; term of office; vacancies; Alternate Commissioners.

- A. The Assessment Commission shall consist of three (3) members, all of whom are residents of the Borough, who shall be designated Commissioners.
- B. The Commissioners shall be appointed for a term of three (3) years. There shall also be two (2) Alternate Commissioners appointed for a term of three (3) years. All terms shall commence as of the date this Ordinance is adopted. The Commissioners and Alternate Commissioners shall serve until their successors are appointed and shall qualify.
- C. Vacancies shall be filled for the unexpired term only.
- D. Alternate Commissioners shall serve as Commissioners in those cases where a Commissioner is unable to serve in connection with a specific project or projects.

Section 3. Conflict of interest.

In the event that any Commissioner shall be in any way interested in any local improvement, such Commission shall be disqualified from exercising the powers hereinabove conferred with respect to that improvement; and the Mayor, with the advice and consent of the Borough Council, shall appoint an Alternate Commissioner or, if the Alternate Commissioner shall not qualify, some other qualified person or persons to act in their place with respect to that improvement only.

Section 4. Powers and duties.

The Assessment Commission shall be and hereby is charged with the duty of making assessments for benefits for local improvements within the Borough of Kinnelon in accordance with the duties imposed upon it by virtue of N.J.S.A. 40:56-21 et seq., inclusive, and shall, in addition, have and exercise all of the powers authorized by the aforesaid statutes.

Section 5. Procedures and guidelines.

- A. The Commissioners shall be required to:
 - (1) Examine the subject property both prior to and after completion of the improvement.
 - (2) Schedule a time, date and location for a hearing to be held in connection with assessment and shall notify all owners of all real estate affected directly by mail and by publication in

the appropriate newspaper, all pursuant to N.J.S.A. 40:56-25.

- (3) Conduct a hearing with a quorum of at least two Commissioners, all in accordance with N. J.S.A. 40:56-26.
 - (4) Certify the amount of the assessment to the Mayor and Council by a written report duly signed and accompanied by a map showing the subject real estate.
- B. The Assessment Commission shall report to the Mayor and Council as to its determination, pursuant to N.J.S.A. 40:56-30, within 45 days of the Commission being notified that assessments are required. The Commission shall conduct a hearing before issuing its report, and the property owners who may be assessed shall have the opportunity to address the Assessment Commission at the hearing.
- C. Pursuant to N.J.S.A. 40:56-30, the report may be considered by the Mayor and Council at any meeting after receipt, provided that the Borough Clerk gives at least two weeks' prior notice, which notice shall have been posted in five public places in the Borough; or published in a newspaper circulating in the Borough, once in each week for two weeks prior to the meeting; and by mailing a copy of the notice to the owner or owners named in the report, directed to the last known post-office address of said owner or owners. The affidavit of the Borough Clerk shall be conclusive to evidence such mailing. The notice shall briefly state the object of the meeting with reference to the assessment. At that or any subsequent meeting, the Mayor and Council, after considering the report and map, may adopt and confirm the report with or without alteration, as may seem proper, and/or may refer the matter to any committee of the Council or to the Commission for revision or correction before taking final action.

Section 6. Repealer. All ordinances or parts of ordinances or resolutions inconsistent or in opposition to the provisions of this ordinance are hereby repealed in their entirety.

Section 7. Effective Date. This ordinance shall take effect after publication and passage according to law.


Karen Iuele, Borough Clerk


James Freda, Mayor

ORDINANCE NO. 18-2024

AN ORDINANCE AUTHORIZING A SPECIAL ASSESSMENT FOR LAKE REALITY HOMEOWNERS ASSOCIATION'S DAM REHABILITATION PROJECT

WHEREAS, Lake Reality Homeowners Association, Inc. applied to the State of New Jersey through the NJDEP for a \$750,000 Loan ("Loan") from the "Dam Restoration Loan Program" pursuant to P.L. 2019 c26. which Loan was approved by the State of New Jersey for the repair of the Lake Reality Dam; and

WHEREAS, as a condition of the Loan, the Borough of Kinnelon is required to serve as co-borrower as required by N.J.A.C. 7:24A-4.1(d); and

WHEREAS, the Borough of Kinnelon, Lake Reality Homeowners Association and the State of New Jersey desire to enter into an Agreement for the Loan in the form attached hereto; and

WHEREAS, Pursuant to the Loan Agreement, Lake Reality Homeowners Association will complete the repairs to the dam as set forth in the Loan Agreement; and

WHEREAS, the Borough of Kinnelon is authorized under N.J.S.A. 40:56-1 and N.J.S.A. 58:4-12, to institute Special Assessments for the repayment of the Loan; and

WHEREAS, Lake Reality Homeowners Association has certified to the Borough of Kinnelon that the total cost for the dam repairs and the total loan amount is to be repaid to the State of New Jersey will not exceed \$750,000.00; and

WHEREAS, the Borough of Kinnelon, in addition to the amount of the Loan, is authorized to include all reasonable and necessary costs incurred by the Borough of Kinnelon in adopting and administering the Special Assessment Ordinance and in making and collecting 'the Special Assessments levied thereunder, as well as any other costs incurred by and in connection with repayment of the Loan, including interest.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Kinnelon as follows:

Section 1. The Borough of Kinnelon shall impose a special assessment in the amount of \$750,000.00, which shall be assessed against the benefited properties, pursuant to N.J.S.A. 40:56-1 et seq. and N.J.S.A. 58:4-12 et seq. in accordance with the Special Assessment statutes including but not limited to N.J.S.A. 40:56-27.

Section 2. The Borough of Kinnelon shall not be responsible for contributing to the payment of the Loan except upon the default of the Lake Realty Homeowners Association.

Section 3. The Special Assessment assessed against each impacted property shall constitute a first and paramount lien as provided for under N.J.S.A. 40:56-33.

Section 4. The Borough's Special Assessment Commission, acting with the assistance of a New Jersey Licenses Appraiser shall be responsible for making the assessment in accordance with the statutory parameters.

Section 5. Severability. If any provision of this ordinance or the application of this ordinance to any person or circumstances is held invalid, the remainder of this ordinance shall not be affected and shall remain in full force and effect.

Section 6. Repealer. All ordinances or parts of ordinances or resolutions inconsistent or in opposition to the provisions of this ordinance are hereby repealed in their entirety.

Section 7. Effective Date. This ordinance shall take effect after publication and passage according to law.

Karen Iuele, Borough Clerk

James Freda, Mayor

105-3 Fee Schedule

1.A. **NEW STRUCTURE FEES:**

Type	Fee
I. Use Groups B, H, I-1, I-2, I-3, M, E, R-1, R-2, Rand U	Volume of bldg. _____ cu. Ft. x .070 =Volume Fee
II. Use Groups A-1, A-2, A-3, A-4, F-1, F-2, S-1 S-2	Volume of bldg. _____ cu. Ft. x .040 =Volume Fee
III. Commercial Farm Building	Volume of Bldg _____ cu. Ft. x .030 =Volume Fee
IV. Use Groups B, H, I-2, I-3, M, E, R and U	Minimum fee of \$100.

1B. **RENOVATION, ALTERATION, REPAIRS AND MINOR WORK FEES:**

Type	Fee
A. Estimated cost up to \$50,000	\$30 per \$1,000
B. Portion of cost over \$50,001	\$25 per \$1,000
C. For combination of work involving new Structures and existing structure work	The sum of the fees are computed separately as renovation/alteration/ Repairs and volume fees
D. Installation or replacement of storage tanks up to 550 gallons for R uses — Residential one and two-family dwellings	\$85
E. Installation or removal of combustible liquid storage tanks over 550 gallons for R uses — Residential one and two-family Dwellings	\$100
F. Installation of underground storage tank	\$100 per tank for all other use groups
G. Taking tank out of service, altering the piping or otherwise modifying any installation	\$22 per \$1,000 of estimated cost of removal

H. Installation of Central Air conditioning Units \$30 per \$1,000

I. Installation or removal of Geothermic or Photovoltaic systems \$30 per \$1,000

J. Minimum fee \$85

2. **PLUMBING FEES:**

Type	Fee
A. Total number of fixtures	\$30 per fixture.*

* Fixtures to include all fixtures, pieces of equipment or appliances connected to the plumbing system and for each appliance connected to the gas piping or oil piping system, except as indicated below:

B. Total number of special devices \$85 per device**

** Special devices include grease traps, oil separators, refrigeration units, utility service connectors, backflow preventers (other than R-3/R-4), steam boilers, hot water boilers (excluding those for domestic water heating), active solar systems, sewer pumps, interceptors and fuel oil piping.

C. Installation of Central air conditioners \$85 per unit.

D. Minimum fee \$85.

3. **ELECTRICAL FEES:**

Type	Fee
A. Electrical fixtures and devices* - First 25	\$70
B. Increments of (10) additional fixtures and Devices	\$20

* Fixtures and devices to be counted for these items include lighting outlets, wall switches, smoke detectors, fluorescent fixtures, convenience receptacles or similar fixtures and motors or devices of one horsepower (HP) or one kilowatt (kW) or less.

For C through F, for calculating the following electrical fees all motors except those in plug-in appliances shall be counted, including control equipment, generators, transformers, and all heating, cooking or other devices consuming or generating electrical current.

c. Each motor or electrical device greater than one HP and less than or equal to 10 HP; and for transformers and generators greater than 1 kW and less than or equal to 10 kW \$30 each

D. Each motor or electrical device greater than 10 \$75 each

HP and less than or equal to 50 HP for each service panel, service entrance or subpanel less than or equal to 200 amperes, and for all transformers and generators greater than 10 kW and less than or equal to 45 kW and for each utility load management device

E.	Each motor or electrical device greater than 50 HP and less than or equal to 100 HP; for each service panel, service entrance or subpanel greater than 200 amperes and less than or equal to 1,000 amperes, and for each transformer or generator greater than 45 kW and less than or equal to 112.5 kW	\$130 each
F.	Each motor or electrical device greater than 100 HP; for each service panel, service entrance or subpanel greater than 1,000 amperes, and for each transformer or generator greater than 112.5 Kw	\$600
G.	Installation of central air conditioning	\$85 per unit
H.	Minimum Fee	\$85
4.	ASBESTOS ABATEMENT FEE:	
	Type	Fee
A.	Fee	\$70 plus certificate of occupancy fee of \$14
5.	STANPIPE FEE	
	Type	Fee
A.	Number of standpipes fee	\$229 each
6.	FIRE EQUIPMENT AND HAZARDOUS EQUIPMENT:	
	Type	Fee
A.	Smoke Detectors, Heat Detectors and Carbon Monoxide Detectors 1-6 detectors	\$75
	Each additional detector	\$25
B.	Sprinkler heads: 1-20 heads	\$80
	21-100 heads	160

	101-200 heads	\$320
	201-400 heads	\$640
	Over 400 heads	\$1,280
C.	Independent pre-engineered systems	\$125 per system
D.	Gas or Oil-fired appliance	\$85 per appliance
E.	Commercial Kitchen exhaust system	\$100 per system
F.	Incinerators	\$500 per incinerator
G.	Crematorium	\$500 per incinerator
H.	Fireplace installation or wood burning appliance	\$85 per appliance
I.	Minimum fee	\$85.00
J.	Smoke Control system	\$85 per system
K.	Storage tanks	\$85 per storage tank
L.	Flammable/Combustible tanks	\$85 per tank
7.	DEMOLITION OR REMOVAL PERMITS:	
	Type	Fee
A.	For a structure less than 5,000 square feet in area and less than 30 feet in height, or one- or two-family residence (R-3, R-4 use), and for structures on farms	\$100
B.	All other structures over 5,000 square feet in area or more than two stories in height	\$200
8.	SIGNS:	
	Type	Fee
A.	Per square foot of sign. (Double faced signs fee will be based on one side of face)	\$2
9.	CERTIFICATE OF OCCUPANCY FEES:	
	Type	Fee
A.	New Structures	10% of permit fees, with minimum of \$35 and maximum of \$200

B. Certificate of occupancy granted pursuant to a change of use group \$200

C. Certificate of continued occupancy issued for all uses except R-3 under N.J.A.C. 5:23-2.23c \$200

D. Temporary certificate of occupancy for all uses \$50

10. VARIATION:

Type	Fee
A. Application for a Variation in accordance with NJSA 5:23-2.10 Class I structures	\$594
Class II structures and Class iii structures	\$120

11. LEAD HAZARD ABATEMENT:

Type	Fee
a. Lead abatement	\$140
b. Lead abatement clearance certificate	\$50

12. MISCELLANEOUS FEES:

Type	Fee
A. For cross-connections, backflow preventers, public swimming pools, spas and hot tubs that are subject to testing and require annual inspections	\$80

B. In the case of discontinuance of work, all completed work will be computed. Any excess work will be refunded except 25% of excess for cost of permit fees and refunding.

C. All suspensions of permits pursuant to N.J.A.C. 5:23-2.16(b) will not be refundable in whole or in part.

D. The replacement of Residential one- and two-family dwelling mechanical equipment shall be a total of \$85 for each appliance.

E. Repeated failures by any subcode official that is determined by the Construction Official, to be repetitious in nature for the same work being done, may be subject to additional inspection fees of \$85 per inspection after three repeated failures to the work that is being done that is within that subcode's jurisdiction.

13. STATE TRAINING FEES:

Type	Fee
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A. Fees shall be pursuant to the current regulations of N.J.A.C. 5:23-4.19, as may be amended from time to time.

14. ENGINEERING FEES:

Type	Fee
A. For engineering review	\$200

15. SPECIAL OFF HOURS INSPECTION FEES:

Type	Fee
A. Fees to be determined by the Construction Official prior to any inspection and to be determined based on request.	

CERTIFICATION

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

Karen M. Iuele, RMC, Borough Clerk

LEGAL NOTICE

BOROUGH OF KINNELON, MORRIS COUNTY

ORDINANCE NO. 19-2024

Notice is hereby given that an Ordinance entitled “An Ordinance Adding a New Chapter 137 Titled “Lead-Based Paint Inspection for Residential Rental Dwellings” to the Borough of Kinnelon Code” was submitted in writing at a regular meeting of the Mayor and Council of the Borough of Kinnelon, County of Morris, State of New Jersey, held on May 16, 2024, 2024 and was introduced, read by title and passed on first reading. A Statement of Purpose of the Ordinance is contained below. The governing body of the Borough of Kinnelon will further consider the ordinance for second reading and final passage thereof at their regular meeting to be held on June 20, 2024 at 7:00 p.m. prevailing time, at the Municipal Building in said Borough, at which time and place a public hearing will be held thereon by the governing body and all parties in interest and citizens shall have an opportunity to be heard concerning said ordinance.

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:	Councilman, W. Yago Yes; Councilman J.E. Harriz, Yes; Councilman S. Mabey, Yes;	Councilman V. Russo, Yes; Councilman A. Chirido, Yes; Councilman C. Frank, Yes.
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WHEREAS, the above ordinance was introduced at this meeting held on October 17, 2024 and read by title, and passed on first reading:

NOW, THEREFORE, BE IT RESOLVED, that at the regular meeting to be held on November 14 2024 at 7:00 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 A. Chirido.

Roll Call:	Councilman, W. Yago, Yes; Councilman J.E. Harriz, Yes; Councilman S. Mabey, Yes;	Councilman V. Russo, Yes; Councilman A. Chirido, Yes; Councilman C. Frank, Yes.
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TAX COLLECTOR'S REPORT:

During the month of September, the Tax Collector's office processed a total of \$351,610.47

INVESTMENT OFFICER'S REPORT:

A total of \$52,179.10 was collected in interest for the month of September 2024.

APPOINTMENTS: David Lawrence Doty was appointed part time to the Recreation Department

Karol Soloski & Mythili Markowski was appointed to the Kinnelon Volunteer Fire Department

Mayor Freda asked for a roll call on the appointments to the Board of Assessment Commissioner.

Roll Call:	Councilman, W. Yago, Yes; Councilman J.E. Harriz, Yes; Councilman S. Mabey, Yes;	Councilman V. Russo, Yes; Councilman A. Chirido, Yes; Councilman C. Frank, Yes.
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APPOINTMENTS: Alex Merlucci, David Csontos & Thomas Schneider were appointed to the Board of Assessment Commissioner.

Mayor Freda asked for a roll call on the appointments to the Board of Assessment Commissioner.

Roll Call:	Councilman, W. Yago, No; Councilman J.E. Harriz, Yes; Councilman S. Mabey, Yes;	Councilman V. Russo, Yes; Councilman A. Chirido, Yes; Councilman C. Frank, Yes.
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October 17, 2024

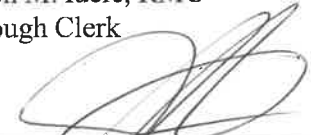
ADJOURNMENT:

This meeting adjourned at approximately 8:45 p.m. on motion by Councilman V. Russo with the unanimous affirmative voice vote of all present.

Respectfully submitted,



Karen M. Iuele, RMC
Borough Clerk



Mayor James Preda