

BOROUGH OF KINNELON
WORK SHOP SESSION AGENDA
October 10, 2024-7:00 PM

Each of the below records maybe subject to change and/or amendment by the Governing Body prior to adoption

1. MEETING TO ORDER:
2. OPEN PUBLIC MEETINGS ACT STATEMENT:
3. ROLL CALL: Councilpersons W. Yago, E. Harriz, S. Mabey, V. Russo, A. Chirido, C. Frank
4. BUSINESS ADMINISTRATOR REPORT: Craig Ambrosio
5. ATTORNEY REPORT: Brian Giblin, Esq.
6. MAYOR'S REPORT: James Freda
7. COUNCIL COMMITTEE REPORTS:
 - OPEN SPACE – W. YAGO
 - PERSONNEL – E. HARRIZ
 - PUBLIC WORKS, RECREATION & Utilities – S. MABEY
 - ORDINANCE, LIBRARY & IT - V. RUSSO
 - FINANCE & PUBLIC SAFETY – A. Chirido
 - COORDINATING – C. FRANK
8. PUBLIC HEARING:
9. PAYMENT OF BILLS: October 17, 2024
10. CONSENT AGENDA:
 - a. Resolution: Authorization to hire David Lawrence Doty as a Part Time Recreation Coordinator
 - b. Resolution: Appointing a Fund Commissioner and Alternate Fund Commissioner to the Morris County Municipal Joint Insurance Fund
 - c. Resolution: Appointing a Fund Commissioner and Alternate Fund Commissioner to the North Jersey Municipal Employee Benefits Fund
 - d. Resolution: Maintenance Agreement Proposal for Kinnelon Municipal Complex with D&B Service Group
 - e. Resolution: Annual Tax Sale – Borough of Kinnelon – October 29, 2024
 - f. Resolution: Authorization to Accept the Totals for the Kinnelon Museum and the Kinnelon Library
 - g. Resolution: Authorization for Connolly & Hickey Historical Architects to go out to bid for Kinnelon Museum
 - h. Approval of Minutes – September 13, 2024 & September 19, 2024
11. PAYMENT OF SCHOOL TAX: \$3,510,791.00
12. OLD BUSINESS:
 - a. Public Hearing & Adoption Ord 14-24 An Ordinance Amending Chapter 186 of the Code of the Borough of Kinnelon and Establishing Tree Removal and Replacement Requirements
 - b. Public Hearing & Adoption Ord 15-24 An Ordinance to Amend Section 25 of Chapter 207 of the Code of the Borough of Kinnelon Titled “Interpretation of Regulations”
 - c. Public Hearing & Adoption Ord 16-24 Salary Range Ordinance for Police Captain & Police Lieutenant 2024
 - d. Public Hearing & Adoption Ord 17-24 An Ordinance to Establish a Board of Assessment Commissioners
 - e. Public Hearing & Adoption Ord 18-24 An Ordinance Authorizing a Special Assessment for Lake Reality Homeowners Association’s Dam Rehabilitation Project

13. NEW BUSINESS:

14. APPOINTMENTS: David Lawrence Doty – Part Time Recreation Coordinator

15. CLOSED SESSION:

16. RESIGNATION: Mary Di Brigida - Kinnelon Historical Preservation Advisory

17. ADJOURNMENT:

RESOLUTION 10. .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

Karen M. Iuele, RMC
Kinnelon Borough Clerk

RESOLUTION _____ - 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: _____, 2024

ATTEST:

Mayor

Borough Clerk

RESOLUTION _____ - 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: _____, 2024

ATTEST:

Mayor

Borough Clerk

RESOLUTION 10. .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

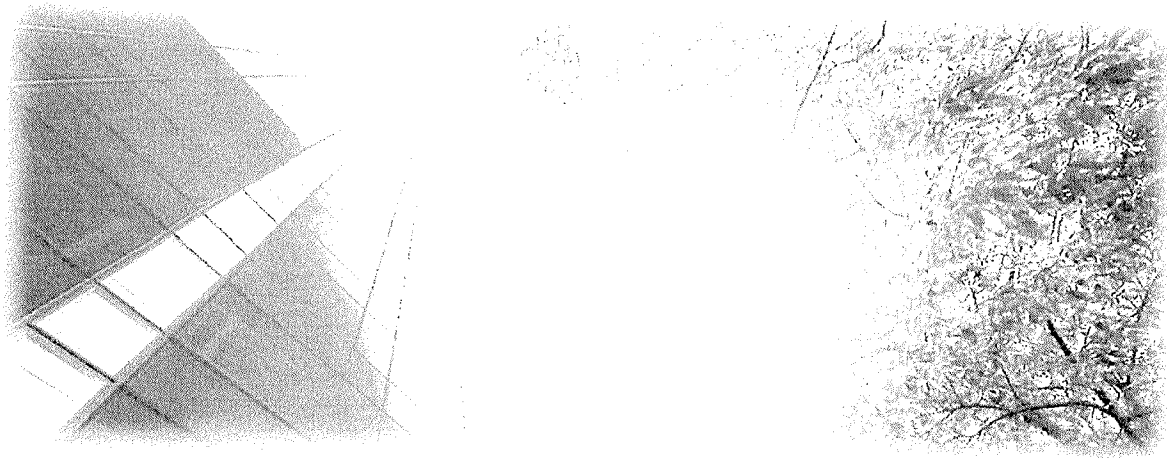
WHEREAS, the Proposal and Agreement service Base Bid is \$21,330.00.

- 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. Iuele, 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 #

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:

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. .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. .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. Iuele, Borough Clerk

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 _____ day of
_____, 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

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. _____

Notice is hereby given that an Ordinance entitled **AN ORDINANCE REPEALING AND REPLACING SECTION 25 OF CHAPTER 207 OF THE BOROUGH OF KINNELON CODE TITLED "INTERPRETATION OF REGULATIONS"** 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 _____, 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 _____, 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.

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

BE IT ORDAINED BY the Kinnelon 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 Kinnelon 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 Kinnelon.

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

REAL ESTATE CONSULTING & APPRAISAL GROUP

1037 ROUTE 46 EAST, SUITE C205

CLIFTON, NEW JERSEY 07013

PHONE: (973) 779-8199

FAX: (973) 779-0601

E-Mail Address - jesse.smith@reconsulting.com

October 6, 2024

14 Birchwood Trail.
Kinnelon, NJ 07405

Dear Borough of Kinnelon,

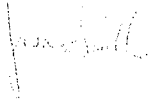
Please accept this letter as my proposal to perform a Market Value "as is" Appraisal for the Borough of Kinnelon as of the date of inspection, on the property located at 14 Birchwood Trail (Block 34706, Lot 129) in Kinnelon, NJ.

My fee for the assignment will be \$1,500.00 to complete the appraisal. Any court appearance would be billed separately at \$150 per hour. The assignment will take 1 to 2 weeks to complete after the time of inspection.

Once completed, a PDF copy of the appraisal report will be forwarded to the Borough of Kinnelon.

If this is agreed upon, please sign the agreement and return.

Agreed and accepted,



Jesse Smith, SLREA, CTA

Borough of Kinnelon



First Source
APPRAISAL

10/4/2024

RE: Appraisal of 14 Birchwood Trail, Kinnelon, NJ 07405

Dear Chris Lauver,

Pursuant to your request, we are happy to submit a proposal for the appraisal of the property located at 14 Birchwood Trail, Kinnelon, NJ 07405.

The purpose of this appraisal is to estimate the market value of the property. The property will be valued as of the date of the inspection.

The appraisal will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The estimated completion date of the appraisal is within 10-12 after receiving the order. We can only complete the appraisal by this date if we receive from you in a timely manner any relevant information needed for the preparation of the report.

Our fee for this appraisal will be \$695. We will submit an invoice for the payment to be paid after the report is completed. Please be advised, once the appraisal reports are delivered, all services are considered complete and there will be no refund regardless of the estimated value. All copies of the reports will be delivered electronically via PDF. Hard copies of the reports will not be provided.

This engagement of service and the fee required does not include the appraisal testifying in any event. If there is a request to testify in the future, First Source Appraisal reserves the right to decline testifying. If First Source Appraisal agrees to testify, there will be an additional hourly fee to be determined at the time of agreement.

We will proceed with the preparation of this appraisal upon receipt of a signed copy of this letter. If you have any questions about anything contained in this letter, please give us a call.

Sincerely,

First Source Appraisal

Engagement Letter Accepted:

X _____
(client signature) (date)



APPRAISAL SYSTEMS, INC.
REAL ESTATE APPRAISAL SERVICES

MORRISTOWN OFFICE
264 SOUTH STREET
BUILDING 2, SUITE 1B
MORRISTOWN, NJ 07960
PHONE: (973) 386-1111

FAIR LAWN OFFICE
17-17 ROUTE 208N
SUITE 210
FAIR LAWN, NJ 07410
PHONE: (201) 493-8530

September 9, 2024

Christopher Lauver, Tax Assessor
Borough of Kinnelon
130 Kinnelon Road
Kinnelon, NJ 07405

Re: Proposal for the Assistance for Reassessment

Dear Mr. Lauver:

I am pleased to provide you with a proposal to assist your office with the reassessment of the Borough. Frequent reassessments enable the assessed values to continually reflect current market conditions and therefore there are reduced tax appeals and gradual adjustments to assessment which avoids the potential larger shifts that can occur with less frequently conducted revaluation programs.

This proposal will be for our assistance to your reassessment program in the amount of \$300,000.00 (Three Hundred Thousand Dollars) for the first year and then \$45,000.00 (Forty-Five Thousand Dollars) per year for years two through five.

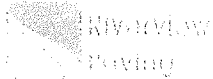
The reassessment program will begin as of October 1, 2025 for the 2026 tax year and continue as of October 1, 2026 to be effective for the tax year 2027; October 1, 2027 to be effective for the tax year 2028; October 1, 2028 to be effective for the tax year 2029; and October 1, 2029 to be effective for the tax year 2030.

The total amount paid as of 2030 will be \$480,000.00 (Four Hundred Eighty-Thousand Dollars).

Enclosed please find a scope of work which will be provided by the firm for the above cost. The undersigned hereby offers to faithfully comply with all said requirements and to furnish all labor, equipment and supplies necessary for the completion of the agreed scope of work.

Respectfully submitted,
APPRAISAL SYSTEMS, INC.

Rick Del Guercio
President



859 Willow Grove Street
Hackettstown, NJ 07840

Phone: 973-967-4800
Fax: 973-967-1802

PROPOSAL & CONTRACT

Address of Work

10/4/21

Thomas A. Quattrone
Project: Riparian Area Site Repairs
Location: Riparian Area

Riverview Paving Inc. agrees to furnish all materials and labor for the construction of the work shown on the attached drawings and specifications for the improvement of the riparian area.

Breakdown of Work by Street

Item	Street	Description	Approx Qty	Unit	Price	Total
1		Furnish and install Concrete Curb where indicated. (This price includes removal & disposal)	107	LF	\$73.88	\$7,911.56
		Furnish & install Granite Curb where indicated. (This price includes removal & disposal)	365	\$75.80	\$27,669.00	
		HMA Driveway Repairs (This price includes removal & disposal)	TBD	TBD	\$40.00	\$0.00
					Street Total	\$35,580.56

\$11,000

Please note: Price excludes the materials and labor for the maintenance and protection NOT provided by Riverview Paving based on the New Jersey Department of Transportation (NJDOT) Standard Specifications for Road and Bridge Construction. These numbers are budgetary numbers (N.B.) final payment will be based upon actual. Repairs will consist of that agreed upon in your proposal.

Quantities referred to shall be estimates only. The contractor is obligated to furnish the quantities shown on the drawings and specifications and to determine the quantities of materials to be used in the work as determined at completion of the job.

Work, signs and labor included in the proposal. The contractor shall provide all equipment, supplies, materials, labor and other items for TOWN. The proposal expires 30 days from the date and time shown on the drawings and specifications. The contractor shall be responsible for all other items.

Riverview Paving Inc.

Kathleen Borcusa

Craig Ambrosio P.E.

10-7-2021

Change in price as per our phone conversation 10/4 4:30 PM

IBEW Local 1158
and
Borough of Kinnelon

Local 1158 and the Borough of Kinnelon agree to the following changes in their existing collective negotiations agreement (1.1.2022-12.31.2024) for a successor collective negotiations agreement:

1. All terms of the parties 2022-2024 collective negotiations agreement to remain the same except as modified herein.
2. Cover Page, Preamble, Article XXXI, and elsewhere as necessary; the duration of the contract to be January 1, 2025 through December 31, 2029.
3. Article VIII, Wages A. Non-Dispatchers: Increase wages for January 1, 2025 4% (with retro if necessary) with the exception of employees Laura Gakos, Leigh Irwin, and Barbara Tartarilla, who will receive a 10% increase effective January 1, 2025 (only); Effective January 1, 2026, all employees will receive a 4% increase; effective January 1, 2027 all employees will receive a 4% increase; effective January 1, 2028 all employees will receive a 3% increase; effective January 1, 2029 all employees will receive a 3% increase.
4. Article VIII, Wages B. Dispatchers: Incorporate new 7 Step Wage Guide as provided, which was effective 1/1/2024;

Step 1a	0-6 months	\$20.00
Step 1b	6-12 months	\$20.50
Step 2	2 nd year	\$21.50
Step 3	3 rd year	\$22.50
Step 4	4 th year	\$23.50
Step 5	5 th year	\$24.50
Step 6	6 th year	\$25.00

5. Article IX, Holidays; Remove Election Day and Replace with Dr. Martin Luther King, Jr. Day, Add Juneteenth which will be celebrate on the third Friday in June each year as per NJ State guidelines
6. Article XII, Bereavement Leave; add the following sections to mirror the Police Bereavement Leave language; Add Section B. - The occurrence of a death for which bereavement time is granted herein during the employee's regularly scheduled vacation time shall not result in the loss of the benefit provided to the employee in this section; Add Section C – In the event of the death of a relative not included above, the employee shall be given one (1) day off without loss in pay unless said employee is on vacation and does not return from the period of time from the date of death to the day of the funeral of said relative.
7. Article XV, Sick Leave; Section G. Sick Leave Upon Separation, to be rewritten as follows; In accordance with N.J.S.A. 40A:9-10.4 any employee hired on or after May 21, 2010, who

leaves employment of the Borough of Kinnelon for whatever reason, including death, termination or resignation, except for a bona-fide retirement through the New Jersey Public Employees Retirement System (PERS), shall not be entitled to payment for any accumulated sick time. This shall include using available sick time before the termination date, without a proper doctor's note. Any employee hired before May 21, 2010, may still receive payment in full for all unused, accumulated sick leave upon their death or retirement.

8. Article XV, Sick Leave; Section H. Accumulated Sick Leave/Personal Days and Compensatory Pay; to be rewritten as follows: There shall be no accumulation of personal days or compensatory days. Sick days may be accumulated. For employees hired on or after May 21, 2010, upon the filing of a bona-fide retirement application with the New Jersey Public Employees Retirement System (PERS), any regular full-time or part-time employee shall be paid at the rate of fifty dollars (\$50) per day for each unused accumulated sick day up to the maximum of 120 days subject to the employee's accrued credit for said compensation; in no case shall this amount exceed \$15,000.

Borough of Kinnelon

IBEW Local 1158

Name

Title

Date

Witness

Name

Title

Date

Name

Title

Date

Witness

Name

Title

Date

INSURED : KINNELON
 LOCATION : 25 Kiel Ave
 : Kinnelon, NJ 07045
 COMPANY : TAYLOR DARIN
 : PO BOX 687
 : FARMINGDALE, NJ 07727

DATE OF REPORT : 09/27/2024
 DATE OF LOSS : 07/21/2022
 POLICY NUMBER : MCMJIF
 CLAIM NUMBER : 080591
 OUR FILE NUMBER : TD-04430-07
 ADJUSTER NAME : JIM SEELAND

ESTIMATE TOTALS

ESTIMATE TOTAL PAGE ITEMS	ESTIMATE
Line Item Total	\$145,573.15
General Contractor's Overhead	\$7,069.94
General Contractor's Profit	\$7,069.94
Estimate Total With Overhead and Profit	\$159,713.03
BUILDING ESTIMATE FINAL TOTAL	\$159,713.03

*** We do not make coverage determinations in the field ***

	_____ Insured	_____ Date
TAYLOR DARIN PO BOX 687 FARMINGDALE, NJ 07727 Phone: (732)740-0203 Fax (732)222-9090	_____ Insured	_____ Date
	_____ Representative	_____ Date

INSURED : KINNELON
 LOCATION : 25 Kiel Ave
 : Kinnelon, NJ 07045
 COMPANY : TAYLOR DARIN
 : PO BOX 687
 : FARMINGDALE, NJ 07727

DATE OF REPORT : 09/27/2024
 DATE OF LOSS : 02/04/2023
 POLICY NUMBER : MCMJIF
 CLAIM NUMBER : 080591
 OUR FILE NUMBER : TD-04627-02
 ADJUSTER NAME : JIM SEELAND

ESTIMATE TOTALS

ESTIMATE TOTAL PAGE ITEMS	ESTIMATE
Line Item Total	\$25,046.15
General Contractor's Overhead	\$1,881.89
General Contractor's Profit	\$1,881.89
Estimate Total With Overhead and Profit	\$28,809.93
BUILDING ESTIMATE FINAL TOTAL	\$28,809.93

*** We do not make coverage determinations in the field. ***



TAYLOR DARIN PO BOX 687 FARMINGDALE, NJ 07727 Phone: (732)740-0203 Fax: (732)222-9090	<table style="width: 100%; border: none;"> <tr> <td style="border-top: 1px solid black; width: 70%;">Insured</td> <td style="border-top: 1px solid black; width: 30%;">Date</td> </tr> <tr> <td style="border-top: 1px solid black;">Insured</td> <td style="border-top: 1px solid black;">Date</td> </tr> <tr> <td style="border-top: 1px solid black;">Representative</td> <td style="border-top: 1px solid black;">Date</td> </tr> </table>	Insured	Date	Insured	Date	Representative	Date
Insured	Date						
Insured	Date						
Representative	Date						

Museum Rebuild Accounting Breakout

Morris County Grant Money	\$138,704.00
Borough Matching 20% of the \$173,380 grant	\$ 34,676.00
Insurance after direct payments are deducted	\$104,015.85
Available funds	<u>\$277,395.85</u>

Renovation cost estimated by Margaret Hickey Of Connolly and Hickey	\$261,000.00
Estimated Design, Bid package prep and distribution and project management	<u>\$ 30,000.00</u>
Total project cost	<u>\$291,000.00</u>

<u>Estimated Shortfall</u>	<u>\$ 13,604.15</u>
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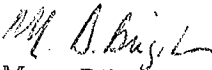
Mary DiBrigida
810 West Shore Drive
Kinnelon, New Jersey 07405

July 24, 2024

To the Kinnelon Historical Preservation Advisory Committee:

I hereby resign from the Kinnelon Historical Preservation Advisory Committee. I have enjoyed volunteering on the Committee for many years and wish the Committee all the best in the future.

Sincerely,


Mary DiBrigida