

July 17, 2014

MEETING TO ORDER

The regular meeting of the Kinnelon Borough Governing Body was called to order by Mayor Robert W. Collins at 8:00 p.m., on Thursday, July 17, 2014 in the Kinnelon Municipal Building.

There was a Salute to the Flag, after which the Acting Borough Clerk Karen Iuele stated this meeting is being held pursuant to the New Jersey Open Public Meeting Act. Adequate notice of this meeting was given by advertising in the January 8, 2014 edition of the Trends and was provided to the Star Ledger, Daily Record and the North Jersey Herald News. Adequate notice was also posted on the municipal building bulletin board, filed with the Acting Borough Clerk and provided to those persons or entities requesting notification.

ROLL CALL:

The roll was called and present and answering were Councilpersons James Freda, Daniel O'Dougherty, Gary Moleta, Stephen Cobell, Carol Sventy and Clifford Giantonio.

TREASURER'S REPORT

The Treasurer's Report for June 2014 indicated we started out with cash on hand as of May 31, 2014, in the amount of \$5,107,627.06. Receipts for the month of June 2014 totaled \$750,634.95 with disbursements amounting to \$3,554,904.57. The balance on hand as of June 30, 2014 was \$2,303,357.44.

Upon motion by Councilman S. Cobell and seconded by Councilwoman C. Sventy with the affirmative voice vote of all council members present, the Treasurer's Report was accepted as read.

Roll Call:	J. Freda, Yes;	S. Cobell, Yes;
	D. O'Dougherty, Yes;	C. Sventy, Yes;
	G. Moleta, Yes	C. Giantonio, Yes.

MAYOR'S REPORT:

Mayor Collins stated that he did not have a public report for this meeting

RECREATION

Chairman James Freda congratulated the 10U Baseball team that made it to the District, first time in Kinnelon. 14U Girls softball played in the 16U championship. Councilmen O'Dougherty and Freda had a tour of the football field; the middle of the field has been sodded. The DPW maintainers did this process. Adam Barish informed the council that Rutgers does soil testing for free.

Councilman Giantonio has been working on the code of conduct. Boonton Ave field looks great. The playground had some issues and had been recertified. KRP will have a new scoreboard in the near future.

July 17, 2014

PUBLIC WORKS & UTILITY

Chairman Daniel O'Dougherty stated that the DPW had fixed the berms and also the storm water drains. Miller Road has been repaired where the drainage collapsed. Under the consent agenda Resolution 7.21.14 is to authorize Fox Architectural to revise the renovations on the DPW garage.

With regard to the water utility, two of the workers from Fayson Lake Water Company came up with an idea of replacing the Fayson Lake Water Tower to the top of Alize Drive. Councilman O'Dougherty stated that we do not have the means to pump water at that height of elevation.

PUBLIC SAFETY

Councilman Gary Moleta reported on the fire department. There were 116 alarms, 2 structural fires, and on one of those fires 6 of our firefighters were sent to the hospital. The Kinnelon Volunteer Fire Company was involved in the Every 15 minute program at the high school. The next pancake breakfast will be held on October 12th. This will be the 50th anniversary of the pancake breakfast.

The regarding the police department, the youth academy graduation will be Friday, July 18th at 1:30 pm. EMO, there were extensive heat lines that were posted. And the call list was updated.

FINANCE

Chairman Stephen Cobell mentioned by the end of the month the budget will be reviewed on the first 6 months of the year. Our auditor Lou Mai is working on the audit for the borough.

COORDINATING & OPEN SPACE

Chairwoman Carol Sventy stated that many of the committees did not meet for the month of July and August. The Library has a brand new website and has updated it. The Kinnelon Library Trustees are looking for volunteers to serve on the Library Trustees. The Historical Commission has entered into Phase One on the museum. Doug Lawrence, from the Open Space Committee has resigned so the Open Space Committee is looking for new members. Trail mapping will be discussed in August.

PERSONNEL & ORDINANCE

Chairman Clifford Giantonio stated that he had a meeting with the borough Labor Attorney on the personnel contract. The Tree Ordinance is still a work in progress. Also we are still working on the code of conduct for the Recreation Committee.

Range of Checking Accts: First to Last Range of Check Dates: 06/20/14 to 07/17/14
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
GENERAL		General Account Account Payab		
12595	07/17/14	AGL01 A.G.L. WELDING SUPPLY COMPANY	108.00	4509
12596	07/17/14	AIA01 AIA CORPORATION	381.00	4509
12597	07/17/14	AJ01 AJ'S PIZZA	376.50	4509
12598	07/17/14	ALL04 ALLIED OIL COMPANY	5,904.68	4509
12599	07/17/14	AME16 AMERICAN HOSE & HYDRAULIC CO.	115.00	4509
12600	07/17/14	ANE02 ANELLO FENCE, LLC	17,300.00	4509
12601	07/17/14	BEG01 ROBERT BEGGS	302.89	4509
12602	07/17/14	BIC01 BICYCLE SOURCE	139.98	4509
12603	07/17/14	BOR BOROUGH OF BUTLER	7,487.50	4509
12604	07/17/14	BOR01 BOROUGH OF BUTLER ELECTRIC	6,957.94	4509
12605	07/17/14	BOR11 BOROUGH OF BLOOMINGDALE	6,782.71	4509
12606	07/17/14	BOR13 BOROUGH OF KINNELON	100,000.00	4509
12607	07/17/14	BOR15 BOROUGH OF KINNELON	207,400.00	4509
12608	07/17/14	BOR16 BOROUGH OF KINNELON	50,000.00	4509
12609	07/17/14	BOR18 BOROUGH OF KINNELON	62,309.26	4509
12610	07/17/14	BUS01 BUSINESS GRAPHICS	541.00	4509
12611	07/17/14	CAB01 CABLEVISION	731.61	4509
12612	07/17/14	COM14 COMMONWEALTH LACROSSE CO, LLC	1,224.98	4509
12613	07/17/14	COO03 COOPERATIVE COMMUNICATIONS INC	2,316.50	4509
12614	07/17/14	COR02 CORRPRO COMPANIES	745.00	4509
12615	07/17/14	DAL02 DALESSIO CHEVROLET BUICK	73.74	4509
12616	07/17/14	DAR01 DARMOFALSKI ENGINEERING ASSOC.	5,870.00	4509
12617	07/17/14	DEB03 DE BLOCK ENVIRONMENTAL SERVICE	12,000.00	4509
12618	07/17/14	DEL08 DELTA DENTAL OF NEW JERSEY INC	8,524.78	4509
12619	07/17/14	DIN01 DINN BROTHERS	220.25	4509
12620	07/17/14	DIS01 DISCOUNT SCHOOL SUPPLY	823.03	4509
12621	07/17/14	DMC01 DMC ASSOCIATES INC.	39,117.02	4509
12622	07/17/14	DOO01 DOORS BY JOHN LLC	800.00	4509
12623	07/17/14	EAT01 MICHAEL EATON	200.00	4509
12624	07/17/14	EDM01 EDMUNDS AND ASSOCIATES	1,262.48	4509
12625	07/17/14	ELE03 ELECTRO BATTERY SYSTEMS INC.	155.04	4509
12626	07/17/14	FAL03 FALCON AUTO PARTS INC	312.44	4509
12627	07/17/14	FAY01 FAYSON LAKES WATER COMPANY	11,390.88	4509
12628	07/17/14	FAY02 FAYSON LAKES ASSOCIATION	50.00	4509
12629	07/17/14	FIS01 JOE FISCHER	1,890.00	4509
12630	07/17/14	FIS03 KATHY FISHER	87.05	4509
12631	07/17/14	FOR04 FORD MOTOR CREDIT COMPANY	1,584.43	4509
12632	07/17/14	GIL03 GILBY'S SCREEN PRINTING	244.00	4509
12633	07/17/14	GLE03 GLENWILD GARDEN CENTER	8,601.30	4509
12634	07/17/14	GRE09 GREEN STAR INDUSTRIAL SUPPLY	713.80	4509
12635	07/17/14	HOR04 Horizon Office Equipment	55.00	4509
12636	07/17/14	JAC05 JACK BRANAGAN	775.00	4509
12637	07/17/14	JCP01 JCP & L	9.53	4509
12638	07/17/14	JER03 JERSEY PAPER PLUS	85.00	4509
12639	07/17/14	JOH07 John Deere Landscapes	2,500.82	4509
12640	07/17/14	KIN08 KINNELON VOLUNTEER FIRE CO.	6,000.00	4509
12641	07/17/14	KIN09 KINNELON BOARD OF EDUCATION	2,889,430.92	4509
12642	07/17/14	LAK04 Lakeland Septic Co., Inc.	690.00	4509
12643	07/17/14	LAN07 DIANE LANG	275.00	4509

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
GENERAL		General Account		
		Account Payab		
		Continued		
12644	07/17/14	LAW07 LAWSOFT INC.	4,000.00	4509
12645	07/17/14	LIQ01 LIQUID ENGINEERING CORP.	3,375.00	4509
12646	07/17/14	LOE01 LOEFFELS WASTE OIL SERVICE	20.00	4509
12647	07/17/14	MAD03 LAW OFFICE OF MARK D. MADAIO	12,625.83	4509
12648	07/17/14	MAG03 MAGLOCLEN	400.00	4509
12649	07/17/14	MB02 M&B TRUCKING INC.	410.00	4509
12650	07/17/14	MCI02 MCI COMM SERVICE	12.91	4509
12651	07/17/14	MGL01 M.G.L. FORMS SYSTEM	607.50	4509
12652	07/17/14	MOM01 MOMAR INCORPORATED	277.75	4509
12653	07/17/14	MOR07 MORRIS COUNTY DETECTIVE ASSOC.	100.00	4509
12654	07/17/14	MOR42 THE LAND CONSERVANCY OF NJ	2,750.00	4509
12655	07/17/14	MOR52 MORRIS MUNICIPAL JOINT INS	85,305.30	4509
12656	07/17/14	NJ02 NJ DIVISION OF ALCOHOLIC	12.00	4509
12657	07/17/14	NJA06 NJ ASSOC. OF CHIEFS OF POLICE	1,000.00	4509
12658	07/17/14	NJD07 NJ DEPT HEALTH & SENIOR SERV	16.20	4509
12659	07/17/14	NOR02 NORTH JERSEY NEWSPAPER	184.77	4509
12660	07/17/14	NOR18 NORTHEAST COMMUNICATIONS, INC.	465.00	4509
12661	07/17/14	ONE02 One Call Concepts, INC.	69.54	4509
12662	07/17/14	PAD01 PA DUI ASSOCIATION	625.00	4509
12663	07/17/14	PEQ02 PEQUANNOCK TOWNSHIP	29,651.94	4509
12664	07/17/14	PER01 KAREN PERRY	265.72	4509
12665	07/17/14	PRE08 PRECISION BUILDING CORP	8,761.20	4509
12666	07/17/14	PSE01 P.S.E. & G.	66.01	4509
12667	07/17/14	RAC02 RACHLES/MICHELE'S OIL CO., INC	3,683.58	4509
12668	07/17/14	REI07 REIVAX CONTRACTING CORP	28,762.12	4509
12669	07/17/14	RHO01 RI NOVELTY	186.48	4509
12670	07/17/14	RIV03 RIVERDALE POWER MOWER INC.	1,349.82	4509
12671	07/17/14	RIV06 Riverdale Environmental	1,500.00	4509
12672	07/17/14	ROB08 ROBERT'S & SON, INC	165.00	4509
12673	07/17/14	ROU01 ROUTE 23 AUTO MALL	20.65	4509
12674	07/17/14	RYA03 JACK RYAN	900.00	4509
12675	07/17/14	SAF05 SAFARILAND, LLC	100.00	4509
12676	07/17/14	SANT01 SANTOS RESIDENCE TRUST	1,824.60	4509
12677	07/17/14	SCI1 MICHAEL & MICHELE SCIARRA	1,315.27	4509
12678	07/17/14	SHO01 SHOTMEYER BROS. FUEL CORP.	1,471.36	4509
12679	07/17/14	SMA01 SMART STOP STATE RT 23	290.00	4509
12680	07/17/14	SMO01 SMOKE RISE CLUB	52,752.63	4509
12681	07/17/14	STA STAPLES ADVANTAGE, DEPT NY	351.91	4509
12682	07/17/14	SUB03 SUBURBAN DISPOSAL	35,500.01	4509
12683	07/17/14	TIL01 TILCON NEW YORK INC.	172,668.42	4509
12684	07/17/14	TJS01 TJ'S SPORTWIDE TROPHY & AWARDS	1,983.00	4509
12685	07/17/14	TRE02 TREASURER, STATE OF NEW JERSEY	325.00	4509
12686	07/17/14	TRE05 TREAS. STATE OF NEW JERSEY	2,325.00	4509
12687	07/17/14	UNI04 UNIVERSAL JOINT DRIVE SERVICE	649.49	4509
12688	07/17/14	UNI06 UNIVERSAL UNIFORMS	32.00	4509
12689	07/17/14	UNI12 UNITED AUTOMATIC FIRE SPRINKLR	275.00	4509
12690	07/17/14	VAL07 JEANNE VALENTINE	96.15	4509
12691	07/17/14	VER06 VERIZON WIRELESS	225.04	4509
12692	07/17/14	VER11 VERIZON WIRELESS - KPD	390.18	4509
12693	07/17/14	WBM01 W.B. MASON COMPANY INC.	628.69	4509
12694	07/17/14	YES01 Mary Ellen Yesse	434.86	4509
12695	07/17/14	ZAP01 ZAPHYR LLC	3,454.00	4509

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GENERAL General Account Account Payab Continued					
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	101	0	3,929,527.99	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	101	0	3,929,527.99	0.00
PLANNING 2 Columbia Bank					
1637	07/17/14	COV04 JOHN COVELLO	2,350.00		4511
1638	07/17/14	DAR01 DARMOFALSKI ENGINEERING ASSOC.	3,360.00		4511
1639	07/17/14	FAY01 FAYSON LAKES WATER COMPANY	980.00		4511
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	3	0	6,690.00	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	3	0	6,690.00	0.00
PUBLIC ASSIST 1					
1048	07/17/14	MAB03 M & B SEPTIC SERVICE, LLC	385.20		4510
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	1	0	385.20	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	1	0	385.20	0.00
Report Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	105	0	3,936,603.19	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	105	0	3,936,603.19	0.00

Fund Description	Fund	Budget Total	Revenue Total
CURRENT FUND APPROPRIATIONS	3-01	8,268.62	0.00
CURRENT FUND APPROPRIATIONS	4-01	3,426,385.82	0.00
WATER FUND	4-05	55,257.03	0.00
SEWER FUND	4-07	<u>53.86</u>	<u>0.00</u>
Year Total:		3,481,696.71	0.00
	C-04	363,586.53	0.00
DOG TAX	D-13	6,849.07	0.00
	F-22	1,000.00	0.00
STATE AND FEDERAL GRANTS	G-02	10,639.94	0.00
KAMELOT	K-17	900.00	0.00
PUBLIC ASSIST 2	P-18	385.20	0.00
RECREATION SPECIAL	R-16	13,722.12	0.00
	V-27	42,750.00	0.00
RECYCLE FUND	Y-21	115.00	0.00
Total of All Funds:		<u>3,929,913.19</u>	<u>0.00</u>

July 17, 2014
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BOROUGH OF KINNELON
Check Register By Check Date

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Project Description	Project No.	Project Total
ABDALLAH ABEDRABBO	1045	120.00
15 GALLOWAY TERRACE	1356	980.00
16 HEARTHSTONE DR	1405	480.00
147 KIEL AVE	34168	120.00
60 DANIEL LANE/MESERLIAN/34460	34460	480.00
19 Peach Tree Moratto	56904110	600.00
80 MILLER ROAD	57-89-01	350.00
80 MILLER ROAD	57-89-01B	2,000.00
39 FOX LEDGE TERRACE-Camean	827	720.00
NEW CINGULAR #884301	884301	480.00
MORATTO/12 HARVEST LANE	8972	360.00
Total of All Projects:		<u>6,690.00</u>

RESOLVED that the bills as listed and presented by the Treasurer, approved by the Finance Committee and shown on pages of these minutes, be authorized for payment:

Roll Call:	J. Freda, Yes;	S. Cobell, Yes;
	D. O'Dougherty, Yes;	C. Sventy, Yes;
	G. Moleta; Yes	C. Giantonio, Yes.

CONSENT AGENDA:

A motion was offered by Councilman G. Moleta and seconded by Councilwoman C. Sventy, the following motions and resolutions were offered for approval:

NOW, THEREFORE, BE IT RESOLVED, that the following Resolutions and Motions are hereby approved.

- a. RESOLUTION 7.01.14 Renewal of Liquor License – Piccolo Pasta LLC (Moralized July 10, 2014) (Attached)
- b. RESOLUTION 7.02.14 Alcoholic Beverage Resolution Person to Person Transfer (Moralized July 10, 2014 (Attached)
- c. RESOLUTION 7.03.14 Overpayment of 2013 Property Taxes-Block 56505 Lot 105- 6 Geoffrey Drive \$1,824.60 (Attached)
- d. RESOLUTION 7.04.14 Overpayment of 2013 Property Taxes-Block 22901 Lot 108-42-South Glen Road \$1,131.25 (Attached)
- e. RESOLUTION 7.05.14 Overpayment of 2012 Property Taxes-Block 22901 Lot 108-42 South Glen Road \$184.02 (Attached)
- f. RESOLUTION 7.06.14 Overpayment of 2013 Property Taxes-Block 45601 Lot 101 Cabot Lane \$434.86 (Attached)
- g. RESOLUTION 7.07.14 Overpayment of 2013 Property Taxes –Block 45915 Lot 107 * fiddlers Elbow \$48.66 (Attached)
- h. RESOLUTION 7.08.14 Authorize Mayor to sign Grant Agreement for 2014 Grant Agreement – L'Ecole Museum (Attached)
- i. RESOLUTION 7.09.14 Chapter 159-Alcohol Ed Rehab Fund Grant-\$827.12 (Attached)
- j. RESOLUTION 7.10.14 Chapter 159 –FY 2014 Clean Communities Grant-\$18,565.92 (Attached)

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- k. RESOLUTION 7.11.14 Chapter 159 Morris County Historic Preservation Grant \$20,800.00-Cash Match Open Space Trust Fund-\$5,200.00 (Attached)
- l. RESOLUTON 7.12.14 Authorize Connolly and Hickey to oversee Construction of the L'Ecole Museum Project(Attached)
- m. RESOLUTION 7.13.14 Authorizing Unpaid Sick Leave-DPW Maintainer Steve Whitehead (Attached)
- n. RESOLUTION 7.14.14 Authorizing Emergency Sewer pump at DPW Garage Pump Station (Attached)
- o. RESOLUTION 7.15.14 Soil Disturbance Permit-Graceview Drive Wireless Tower (Attached)
- p. RESOLUTION 7.16.14 Authorization for Mayor to Sign Application for Funding Municipal Alliance Grant - \$1,200.00(Attached)
- q. RESOLUTION 7.17.14 Authorization for Mayor to Sign Application for funding Municipal Alliance Grant - \$800.00 (Attached)
- r. RESOLUTION 7.18.14 Authorize to Appoint Deputy Court Clerk Karen Black Per Diem (Attached)
- s. RESOLUTION 7.19.14 Authorize Mayor to Sign Hold Harmless Agreement –Borough of Kinnelon & Maple Lake Development, LLC; Villas at Maple Lake, LLC; Roseland Property Company A (Attached)
- t. RESOLUTION 7.20.14 Authorize to Appoint Record Administrator Stacy Spring full time – August 1, 2014(Attached)
- u. RESOLUTON 7.21.14 Authorizing Award of Professional Service Contract to Föx Architectural-Revised Renovation Kinnelon DPW Garage (Attached)
- v. RESOLUTON 7.22.14 Authorization for HMR Properties to Post Cash Restoration Bond (Attached)
- w. RESOLUTION 7.23.14 Award of Contract to Pierce Manufacturing for Engine Refurbishment (Attached)
- x. RESOLUTION 7.24.14 Authorizing Mayor to sign Transfer with in IBEW Local Union #164 to Local Union #1158 (Moved to Close)
- y. RESOLUTION 7.25.14 Authorizing the Acceptance of Fire Protection Tank Easement – 15 Peach Tree Lane (Attached)

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RESOLUTION 7. 01.14

BE IT RESOLVED By the Mayor and Council of the Borough of Kinnelon, Morris County, New Jersey, that the application of PICCOLO PASTA LLC State Assigned License Number 1415-33-001-010, for Plenary Retail Consumption License for premises situated on Perimeter Road, Kinnelon, New Jersey, at the fee of \$497.00 for the 2014/2015 license period beginning July 10, 2014, be and the same is hereby granted; and

BE IT FURTHER RESOLVED That Karen M. Iuele, Acting Borough Clerk of the Borough of Kinnelon, be and she is hereby designated as the person to sign said license on behalf of the Mayor and Council.

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Dated: July 10, 2014


Robert W. Collins, Mayor

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CERTIFIED to be a true copy of a resolution, which was adopted at the regular Work Shop meeting of the Kinnelon Mayor and Council on July 10, 2014.

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Date: July 10, 2014


Karen M. Iuele, Acting Borough Clerk

Clerk

RES. # 7.3.14

WHEREAS, the Tax Court of New Jersey has entered Judgments on appeals filed by taxpayers in the Borough of Kinnelon; and

WHEREAS, total 2013 property taxes have been paid on this property, and

WHEREAS, this reduction in assessment has resulted in an overpayment of 2013 property taxes,

NOW, THEREFORE, BE IT RESOLVED, that the Borough of Kinnelon be authorized to issue a refund check to Santos Residence Trust in the amount of \$1824.60 for overpayment of 2013 property taxes. Block 56505, Lot 105 also known 6 Geoffrey Drive.

ROLL CALL:

July 17, 2014
Lisa A. Kimkowski, CTC
Tax Collector
BOROUGH OF KINNELON

I, Karen M. Iuele, Acting Borough Clerk, Borough of Kinnelon, hereby certify this to be a true copy of the resolution which was duly passed at the regular meeting of The Borough of Kinnelon Mayor and Council on July 17, 2014.

DATE: 7/17/14

Karen M. Iuele, Acting Borough Clerk

RES. # 7.04.14

WHEREAS, the Morris County Board of Taxation has entered Judgments on appeals filed by taxpayers in the Borough of Kinnelon; and

WHEREAS, total 2013 property taxes have been paid on this property, and

WHEREAS, this reduction in assessment has resulted in an overpayment of 2013 property taxes,

NOW, THEREFORE, BE IT RESOLVED, that the Borough of Kinnelon be authorized to issue a refund check Michael and Michele Sciarra in the amount of \$1131.25 for overpayment of 2013 property taxes. Block 22901 Lot 108 also known as 42 South Glen Road.

ROLL CALL:

July 17, 2014
Lisa A. Kimkowski, CTC
Tax Collector
BOROUGH OF KINNELON

I, Karen M. Iuele, Acting Borough Clerk, Borough of Kinnelon, hereby certify this to be a true copy of the resolution which was duly passed at the regular meeting of The Borough of Kinnelon Mayor and Council on July 17, 2014.

DATE: 7/17/14

Karen M. Iuele, Acting Borough Clerk

RES. # 7.05.14

WHEREAS, the Morris County Board of Taxation has entered Judgments on appeals filed by taxpayers in the Borough of Kinnelon; and

WHEREAS, total 2012 property taxes have been paid on this property, and

WHEREAS, this reduction in assessment has resulted in an overpayment of 2012 property taxes,

NOW, THEREFORE, BE IT RESOLVED, that the Borough of Kinnelon be authorized to issue a refund check Michael and Michele Sciarra in the amount of \$184.02 for overpayment of 2012 property taxes. Block 22901 Lot 108 also known as 42 South Glen Road.

ROLL CALL:

July 17, 2014
Lisa A. Kimkowski, CTC
Tax Collector
BOROUGH OF KINNELON

I, Karen M. Iuele, Acting Borough Clerk, Borough of Kinnelon, hereby certify this to be a true copy of the resolution which was duly passed at the regular meeting of The Borough of Kinnelon Mayor and Council on July 17, 2014.

DATE: 7/17/14

Karen M. Iuele, Acting Borough Clerk

RES. # 7.20.14

WHEREAS, the Morris County Board of Taxation has entered Judgments on appeals filed by taxpayers in the Borough of Kinnelon; and

WHEREAS, total 2013 property taxes have been paid on this property, and

WHEREAS, this reduction in assessment has resulted in an overpayment of 2013 property taxes,

NOW, THEREFORE, BE IT RESOLVED, that the Borough of Kinnelon be authorized to issue a refund check MaryEllen Yesse in the amount of \$434.86 for overpayment of 2013 property taxes. Block 45601, Lot 101 also known as 34 Cabot Lane.

ROLL CALL:

July 17, 2014
Lisa A. Kimkowski, CTC
Tax Collector
BOROUGH OF KINNELON

I, Karen M. Iuele, Acting Borough Clerk, Borough of Kinnelon, hereby certify this to be a true copy of the resolution which was duly passed at the regular meeting of The Borough of Kinnelon Mayor and Council on July 17, 2014.

DATE: 7/17/14

Karen M. Iuele, Acting Borough Clerk

RES. # 7.07.14

WHEREAS, the Morris County Board of Taxation has entered Judgments on appeals filed by taxpayers in the Borough of Kinnelon; and

WHEREAS, total 2013 property taxes have been paid on this property, and

WHEREAS, this reduction in assessment has resulted in an overpayment of 2013 property taxes,

NOW, THEREFORE, BE IT RESOLVED, that the Borough of Kinnelon be authorized to issue a refund check Jeanne E. Valentine in the amount of \$48.66 for overpayment of 2013 property taxes. Block 45915, Lot 107 also known as 8 Fiddlers Elbow.

ROLL CALL:

July 17, 2014
Lisa A. Kimkowski, CTC
Tax Collector
BOROUGH OF KINNELON

I, Karen M. Iuele, Acting Borough Clerk, Borough of Kinnelon, hereby certify this to be a true copy of the resolution which was duly passed at the regular meeting of The Borough of Kinnelon Mayor and Council on July 17, 2014.

DATE: 7/17/14

Karen M. Iuele, Acting Borough Clerk

RESOLUTION 7.08.14

AUTHORIZE MAYOR TO SIGN GRANT AGREEMENT FOR 2014 MORRIS COUNTY HISTORIC PRESERVATION TRUST FUND GRANT AGREEMENT- L'ECOLE KINNELON MUSEUM

WHEREAS, the Borough of Kinnelon applied for a 2014 Morris County Historic Preservation Trust Fund Grant in the amount of \$20,800.00; and

WHEREAS, the Borough has received notification that the Morris County Board of Chosen Freeholders have approved the funding in the amount of \$20,800.00 to the L'Ecole Kinnelon Museum project; and

WHEREAS, said approval of funding was based upon the recommendation of the Morris County Historic Preservation Trust Fund Review Board; and

WHEREAS, L'Ecole Kinnelon Museum was the residence and office of Dr. Helen Miller, an early pioneer in female cancer detection and screening; and

WHEREAS, the building has been approved for placement of the New Jersey Register of Historic Places; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Kinnelon that the Mayor of the Borough is hereby authorized to execute the 2014 Morris County Historic Preservation Trust Fund Grant Agreement on behalf of the Borough.

Dated: July 17, 2014

Robert W. Collins, Mayor

I, Karen M. Iuele, Acting Borough Clerk of the Borough of Kinnelon, certify this to be a true copy of a resolution, which was adopted at the regular meeting of the Kinnelon Mayor and Council on July 17, 2014.

Dated: July 17, 2014

Karen M. Iuele, Acting Borough Clerk

RESOLUTION 7.09.14

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Kinnelon in the County of Morris, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2014 in the sum of \$827.12, which is now available from Alcohol Ed Rehab Fund in the amount of \$827.12.

BE IT FURTHER RESOLVED, that the like sum of \$827.12 is hereby appropriated under the caption Alcohol Ed Rehab Fund DWI; and

BE IT FURTHER RESOLVED, that the above is the result of funds from grant money in the amount of \$827.12.

Resolution No. 7.09.14

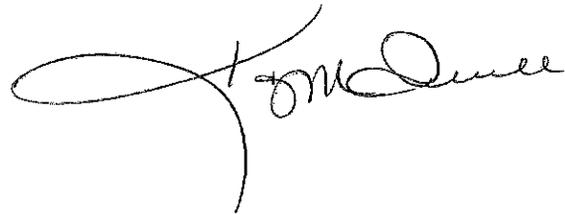
Offered by Councilwoman C. Sventy

Seconded by Councilman S. Cobell

Adopted 7-17-2014

Acting Borough Clerk Karen M. Iuele

I, Karen M. Iuele, Acting Borough Clerk of the Borough of Kinnelon in the County of Morris in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council of the Borough of Kinnelon in the County of Morris in the State of New Jersey.



ORGANIZATION NAME PAYMENT FOR	TELEPHONE #	DOCUMENT #	ACCOUNT NUMBER	AMOUNT
ALCOHOL ED REHAB ENFOR FUND ALCOHOL ED REHAB FUND DWI	609-292-8386	9700DW03903	9735-760-098-Y900-001-X100-6020	82712
QUESTIONS SHOULD BE DIRECTED TO APPROPRIATE STATE ORGANIZATION LISTED ABOVE. TOTAL				82712

CHECK NUMBER **0T0001532297** DATE **06/20/14** PAYEE **KINNELON BORO**

OMB022 (REV. 01/26/2010)

DETACH BEFORE CASHING CHECK AND RETAIN AS EVIDENCE OF PAYMENT

REMOVE DOCUMENT ALONG THIS PERFORATION



Department Of The Treasury
 STATE OF NEW JERSEY
 Trenton, New Jersey 08625-0221
ALCOHOL ED REHAB & ENFORCE FD

CHECK NUMBER
T 0001532297
 DATE **JUNE 20, 2014**
 VOID 180 Days After This Date

PAY Eight Hundred Twenty Seven and 12/100 Dollars

2000042205502
 WELLS FARGO BANK, N.A.

To The
 Order Of: **KINNELON BORO**
MUNICIPAL BLDG
130 KINNELON RD
KINNELON NJ 07405

\$ *******827.12**
 Audited, Allowed and Payment Warranted
Charles M. Holbrow
 DIRECTOR
 Payment Directed
A. S. S.
 STATE TREASURER

⑈0001532297⑈ ⑆121000248⑆ 2000042205502⑈

Chart. 159

1415 Kinnelon Borough - County of Morris

Select your local Government unit by pressing the triangle

Budget Amendment Certification Form, Appropriations Offset by Revenue

Counties/Municipalities (NJSA 40A:4-87) or Fire Districts (NJSA 40A:14-78.5)

Resolution Date: 7/17/2014

Resolution # 7.01.14

Muni Code 1415 Organization Name 1415 Kinnelon Borough - County of Morris

Fiscal Year 2014 Calendar Year State Fiscal Year Transitional year

Revenue Title Municipal Alcohol Education/Rehabilitation Program Amount \$ 827.12

Description _____

Appropriation Title Municipal Alcohol Education/Rehabilitation Program Amount \$ 827.12

Description _____

Local Match _____ Amount _____

Municipalities and Counties only	Chapter 85 - Title and Text	
Appropriation (From) Title	_____	Amount _____
Appropriation (To) Title	_____	Amount _____

By electronic transmittal of this form the County Clerk of the Board/Municipal Clerk/Fire District Executive Director certify that this resolution, reference above and included as an attachment with this form, is a true resolution and was properly adopted by the respective governing body

By electronic transmittal of this form the County/Municipality CFO or the Fire District Accountant certifies that this revenue has been realized and/or is in receipt of written notification from the funding source cited in the resolution and included as an attachment with this form and that the revenue/appropriation identified above meets all statutory requirements and that the Annual Operating Budget has been amended to include this item of revenue/appropriation.

By checking this box, I am swearing that the above statement is true. (The Email function will not work until you acknowledge the above statement)

Karen M. Iuele

County Clerk of the Board, Municipal Clerk, or Fire District Director

Acting Municipal Clerk

Title of Certifying Officer

kiuele@kinnelonboro.org

Email Address

973-838-5401 ex 1

Telephone Number

Donna M. Mollineaux

County/Municipal CFO or Fire District Accountant

Municipal CFO

Title of Certifying Officer

dmollineaux@kinnelonboro.org

Email Address

973-838-5401 ex 202

Telephone Number

Approval is hereby given to the cited resolution adopted by the governing body pursuant to N.J.S.A.40A: 4-87

For Director, Division of Local Government Services by:

New

Approved Date: _____

Duly Appointed Designee

RESOLUTION 7.10.14

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Kinnelon in the County of Morris, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2014 in the sum of \$18,565.92, which is now available from grant in the amount of \$18,565.92.

BE IT FURTHER RESOLVED, that the like sum of \$18,565.92 is hereby appropriated under the caption grant; and

BE IT FURTHER RESOLVED, that the above is the result of funds from grant money in the amount of \$18,565.92.

Resolution No. 7.10.14

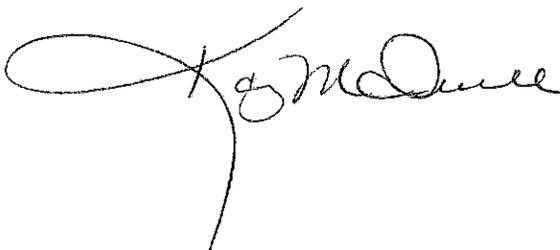
Offered by Councilman C. Sweeney

Seconded by Councilman S. Cobell

Adopted 7-17-2014

Acting Borough Clerk K. M. Iuele

I, Karen M. Iuele, Acting Borough Clerk of the Borough of Kinnelon in the County of Morris in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council of the Borough of Kinnelon in the County of Morris in the State of New Jersey.



**Resolution Requesting Approval of Items of Revenue and Appropriation
NJS 40A:4-87**

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Kinnelon, in the county of Morris, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2014 in the sum of \$20,800, which is now available as a revenue from Morris County Historic Preservation Grant. Pursuant to the provision of the statute, and 5,200.00 Cash Match from Open Space Trust Fund.

BE IT FURTHER RESOLVED, that the like sum of \$20,800.00 is hereby appropriated under the caption Morris County Historic Preservation Grant and 5,200.00 Cash Match from Open Space Trust Fund; and

BE IT FURTHER RESOLVED, that the sum of \$20,800.00 representing the amount required for the municipality's share of the aforementioned undertaking or improvement appears in the budget of the year 2014 under the caption Morris County Historic Preservation Grant and \$5,200.00 Cash Match from Open Space Trust Fund; and

Resolution No. 7-11-14
Offered by Councilwoman C. Sweeney Seconded by Councilman S. Cobell

Adopted 7-14-2014 and certified as a correct and true copy of an original.


Acting Borough Clerk

RESOLUTION 7. // .14

**Resolution Requesting Approval of Items of Revenue and Appropriation
NJS 40A:4-87**

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Kinnelon, in the county of Morris, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2014 in the sum of \$20,800, which is now available as a revenue from Morris County Historic Preservation Grant. Pursuant to the provision of the statute, and 5,200.00 Cash Match from Open Space Trust Fund.

BE IT FURTHER RESOLVED, that the like sum of \$20,800.00 is hereby appropriated under the caption Morris County Historic Preservation Grant and 5,200.00 Cash Match from Open Space Trust Fund; and

BE IT FURTHER RESOLVED, that the sum of \$20,800.00 representing the amount required for the municipality's share of the aforementioned undertaking or improvement appears in the budget of the year 2014 under the caption Morris County Historic Preservation Grant and \$5,200.00 Cash Match from Open Space Trust Fund; and

Resolution No. _____

Offered by _____

Seconded by _____

Adopted _____ and certified as a correct and true copy of an original.

Acting Borough Clerk

July 17, 2014

MORRIS COUNTY BOARD OF CHOSEN FREEHOLDERS

Director
Thomas J. Mastrangelo

Deputy Director
David Scapicchio

Douglas R. Cabana
John Cesaro
Kathryn A. DeFillippo
John Krickus
Hank Lyon

County Counsel
Daniel W. O'Mullan

County Administrator
John Bonanni

Clerk of the Board
Diane M. Ketchum



June 26, 2014

Hon. Robert Collins, Mayor
Kinnelon Borough
130 Kinnelon Road
Kinnelon, NJ 07405

**Re: 2014 Morris County Historic Preservation Trust Fund
L'Ecole Kinnelon Museum**

Dear Mayor Collins,

I am pleased to inform you that the Morris County Board of Chosen Freeholders has approved the funding in the amount of \$20,800 to the L'Ecole Kinnelon Museum project. The Freeholders approved the funding based upon the recommendation of the Morris County Historic Preservation Trust Fund Review Board, which reviewed a total of 31 applications. L'Ecole Dr. Helen Miller Residence and Office was built in 1873 as a one-room schoolhouse. Used as Town Hall before becoming home and office of Dr. Helen Miller, early pioneer in female cancer detection and screening in the 1930s, building is listed on the National and State Registers. The grant will complete Construction Documents for \$345,000 worth of construction work including a new roof.

Thank you for your interest in our program. I hope your project is a success. If you have any comments or questions, feel free to call Ray Chang of the Morris County Department of Planning and Public Works at (973) 829-8120. A formal grant agreement will be forthcoming.

Best Regards,

A handwritten signature in black ink, appearing to be "TJM", written over a faint circular stamp.

Thomas J. Mastrangelo
Freeholder Director

RECEIVED

JUL 02 2014

Kinnelon Borough

karen Iuele

From: Donna Mollineaux
Date: Wednesday, June 04, 2014 3:05 PM
To: karen Iuele
Subject: FW: chapter 159

Follow Up Flag: Follow up
Flag Status: Flagged

Sherry was talking to me about this so I asked her to send me what she had. Please see dlgs response to Jane.

From: Sherry Gallagher [<mailto:Sgallagher@bloomingdalenj.net>]
Sent: Tuesday, June 03, 2014 6:16 PM
To: Donna Mollineaux; 'Donna Mollineaux'
Subject: FW: chapter 159

From: Jane McCarthy [<mailto:jmccarthy@bloomingdalenj.net>]
Sent: Tuesday, June 03, 2014 10:39 AM
To: "Sherry Gallagher"
Cc: tsauer@bloomingdalenj.net
Subject: FW: chapter 159

From: Carmona, Jorge [<mailto:Jorge.Carmona@dca.state.nj.us>]
Sent: Tuesday, June 03, 2014 10:39 AM
To: Jane McCarthy
Subject: RE: chapter 159

Hi Jane:

That is correct Municipalities or Counties must still file their resolutions for insertion of special items or revenues with the Director of the Division of Local Government Services after adoption of said resolution by the Governing Body. But the Division is currently in the process of developing an electronic filing process for the chapter 159 resolutions. So please hold off sending any resolutions to the Division until the instructions come out.

Thanks
 Jorge F Carmona
 Supervising Municipal Finance Auditor
 NJ Division of Local Government Services
 (609) 292-1430

From: Jane McCarthy [<mailto:jmccarthy@bloomingdalenj.net>]
Sent: Tuesday, June 03, 2014 9:59 AM

To: Carmona, Jorge
Subject: chapter 159

A while back we remember getting something in regard to Chapter 159's that as soon as council adopts them they are approved but we still need to send them to DLGS.

Can you make sure we are correct and that I just have to send them down to DLGS after adopted by council; do i need to do anything else or any other info you think I may need.

Thank you

Jane McCarthy, RMC
Municipal Clerk
Borough of Bloomikngdale

RESOLUTION 7. /D.14

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Kinnelon in the County of Morris, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2014 in the sum of \$18,565.92, which is now available from grant in the amount of \$18,565.92.

BE IT FURTHER RESOLVED, that the like sum of \$18,565.92 is hereby appropriated under the caption grant; and

BE IT FURTHER RESOLVED, that the above is the result of funds from grant money in the amount of \$18,565.92.

Resolution No. _____

Offered by _____

Seconded by _____

Adopted _____

Acting Borough Clerk _____

I, Karen M. Iuele, Acting Borough Clerk of the Borough of Kinnelon in the County of Morris in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council of the Borough of Kinnelon in the County of Morris in the State of New Jersey.

RESOLUTION 7. *12* .14

AUTHORIZATION FOR CONNOLLY AND
HICKEY TO OVERSEE THE CONSTRUCTION
OF THE L'ECOLE MUSEUM

WHEREAS, the Mayor and Council of the Borough of Kinnelon hereby authorizes Connolly and Hickey to oversee the construction of the L'Ecole museum; and

WHEREAS, the Phase I, Exterior Restoration shall not exceed \$9,700.00.

NOW, THEREFORE BE IT RESLOVED BY, the Mayor and Council of the Borough of Kinnelon, do hereby authorize Connolly and Hickey to oversee the construction of the L'Ecole museum with the price not to exceed \$9,700.00.

Dated: July *17*, 2014



Karen M. Luele, Acting Borough Clerk

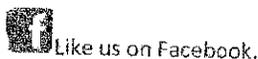
karen Iuele

From: Margaret Hickey <margaret@chhistoricalarchitects.com>
Sent: Tuesday, July 01, 2014 12:28 PM
To: Donna Mollineaux
Cc: karen Iuele; Carol Sventy
Subject: RE: Architect award resolution
Attachments: L'Ecole Phase I Exterior Restoration Proposal REVISED.pdf

Donna – Attached is the proposal for the A/E services that went with the grant. Thank you. Margaret.

Margaret M. Hickey, R.A.
Historic Preservation Specialist
Connolly & Hickey Historical Architects
PO Box 1726
2 N. Union Avenue, Cranford, NJ 07016
973-746-4911 ext. 109

margaret@chhistoricalarchitects.com
www.chhistoricalarchitects.com



From: Donna Mollineaux [<mailto:DMollineaux@kinnelonboro.org>]
Sent: Tuesday, July 01, 2014 12:13 PM
To: margaret@chhistoricalarchitects.com
Cc: karen Iuele; Carol Sventy
Subject: Architect award resolution

Margaret

We need to have a resolution done authorizing Connolly and Hickey to oversee the construction portion of the museum project. I don't know if you've sent in a quote for those services but nothing made its way to me.

I would like to have the council discuss this at their 7/10 meeting so please have something to me prior to that.

Thank you.

Donna M. Mollineaux
Chief Financial Officer
Borough of Kinnelon
130 Kinnelon Road
Kinnelon, NJ 07405
973-838-5401 x202 973-838-1862 (fax)



PROPOSAL FOR PROFESSIONAL ARCHITECTURAL AND HISTORIC PRESERVATION SERVICES FOR:
PHASE I: EXTERIOR RESTORATION

AT THE:

L'ECOLE KINNELON MUSEUM

KINNELON, MORRIS COUNTY, NEW JERSEY

PRESENTED BY:

CONNOLLY & HICKEY HISTORICAL ARCHITECTS, LLC

P.O. Box 1726

Cranford, New Jersey 07016

FOR CONSIDERATION BY:

Borough of Kinnelon

Kinnelon Historical Commission

130 Kinnelon Road

Kinnelon, NJ 07405

Date: 15 March 2012

Updated: 14 February 2013

TABLE OF CONTENTS

Section 1	Project Overview
Section 2	Project Team
Section 3	Technical Proposal
Section 4	Cost Proposal
Section 5	Project Schedule
Section 6	Project References
Attachments	
A.	Resumes of Project Team Members

PROJECT OVERVIEW**Section I**

Connolly & Hickey Historical Architects, LLC is pleased to present a proposal to the Borough of Kinnelon and the Kinnelon Historical Commission to prepare contract documents and provide bidding and contract administration services for the Phase I: Exterior Restoration of L'Ecole Kinnelon Museum, Kinnelon, New Jersey. The following outlines the scope of services, the qualifications of the project team, the project approach and the cost proposal to assist the Borough and Commission in the execution of this restoration work.

L'Ecole Kinnelon Museum

L'Ecole Kinnelon Museum was originally a one-room schoolhouse constructed in 1873 as the Meadtown Schoolhouse. The schoolhouse also served as the first meeting place when the Borough was created in 1922. After serving for a period as a private lodge in the early-twentieth century, it became the residence of Dr. Helen Miller in the 1930s. Dr. Miller named the building L'Ecole after its original use as a schoolhouse and expanded the building in order to serve as her home and medical office. Dr. Miller was a leading OB/GYN and a proponent of early detection of reproduction-related cancers. The house today serves as the museum of Kinnelon and is operated by the Kinnelon Historical Commission. The building contains both period rooms and general exhibit areas displaying the history and development of Kinnelon and the region, as well as office space for the Commission in order to operate the museum. The building is open every weekend.

A Historic Preservation Plan recently prepared for the L'Ecole Kinnelon Museum identifies certain physical needs at both the exterior and interior of the building that need to be addressed. The Borough and Commission would like to undertake the needed work over multiple construction phases. Work will begin at the exterior, and Phase I will include repair and restoration of the wood porch, priority repair work at the roof, and restoration of the wood siding on the east elevation. The wood porch on the east elevation is structurally insufficient and many of the wood elements are deteriorated. Work at the porch will include replacement of severely deteriorated elements where necessary; restoration of missing and modified porch components; and surface preparation, priming and two-coat painting of all wood elements. The asphalt shingle roof is in fair to good condition and nearing the end of its useful life; however, Phase I will address more immediate problems with the roof and roof drainage system including the repair and replacement of damaged and missing gutters, leaders and flashings. The building is clad in aluminum siding (installed c. 1967) that is historically inappropriate, can damage historic fabric and can conceal damaged historic finishes and framing. In order to allow for unknown conditions, the aluminum siding will only be removed from the east elevation during Phase I and the other elevations will be restored as part of subsequent phases. Once the siding is removed, the historic wood siding and trim will be repaired and then surface prepared, primed and painted. A paint analysis will be needed to determine the historic finishes; this will be a responsibility of the contractor. All work proposed for the L'Ecole Kinnelon Museum shall comply with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*.

Connolly & Hickey views this project as a three-part process: documentation and design development; contract documents; and bidding and contract administration. The first part of the work is an in-depth evaluation of the existing conditions of the porch, roof and roof drainage, and east elevation, including possible limited removal of finishes. After documentation, the second part of the project phase includes defining the scope of work through the development of detailed design and contract documents including plans, elevations, sections, details and technical specifications. We will look to the Borough and Commission for their input through the investigation and design process so that we are all in agreement as to the project approach and treatment prior to the development of contract documents. The final part will be to prepare contract documents that will detail the

PROJECT OVERVIEW

Section I

project to a level allowing general restoration contractors to bid and undertake the work. This work will include developing a bid strategy for allowing for flexibility in bidding including the use of unit costs and allowances as well as bid alternates. Once funding for the construction project is obtained, Connolly & Hickey will also assist the Borough and Commission in the pre-qualification of general restoration contractors, bidding the project and once a contract is awarded, in the administration of the contract during construction.

THE PROJECT TEAM**Section 2**

Connolly & Hickey Historical Architects is an architecture firm that specializes in the restoration and rehabilitation of historic properties with a focus on properties located in New Jersey. The firm provides a full range of architecture and preservation services including planning, stabilization, restoration and rehabilitation for a variety of cultural resources. Our firm focuses on the practice of historical architecture because of our belief that the presence of older buildings enhances and graces the built environment providing a connection to local heritage and fostering stronger communities. Extending the useful life of existing buildings through thoughtful and well-planned restorations and rehabilitations is an area of specialty requiring experienced professionals. Please refer to Section 6 for a sampling of projects that our firm has undertaken since our inception.

Connolly & Hickey is a full-service firm that can meet the individual needs of each of our clients and tailor those services to each project. We understand that each building has its own identity, characteristics and needs, and as such, we develop a project team that is specifically suited to the project goals and objectives. Although much of the services provided are generated by Connolly & Hickey, we recognize the need to build a project team consisting of a variety of consultants. For the L'Ecole project, our project team will include James Huffman, P.E., engineering consultant.

Thomas B. Connolly, R.A., and Margaret M. Hickey, Historic Preservation Specialist, will manage the Project Team, provide direct contact to the client and coordinate all requirements amongst in-house personnel and our consultant. The Project Team has worked together on numerous projects in the past and therefore has the ability and expertise to successfully deliver this project to the Borough and Commission in a timely manner, satisfying the programmatic requirements and consistent with the governing standards for the preservation of historic buildings. The following is a summary of the experience of each team member including their role in the preparation of the design and contract documents. Each team member has experience with applying the Secretary of the Interior's *Standards for the Treatment of Historic Properties* and understands the complexities behind each restoration and rehabilitation project no matter the type, size or configuration of the historic resource.

Thomas B. Connolly, AIA is the Principal Architect for Connolly & Hickey and holds a Bachelor of Architecture from the New Jersey Institute of Technology. Tom worked under the tutelage of Herbert J. Githens and gained a complete understanding of the methodologies and philosophies behind the role of historic preservation in the restoration and rehabilitation of historic properties. Tom will manage the existing condition documentation and evaluation, design development, and construction documents for the Phase I Exterior Restoration of L'Ecole. He will also be responsible for administration of the contracts during construction including reviewing all submittals and payment applications, and conducting project meetings.

Margaret M. Hickey, R.A. serves as the Historic Preservation Specialist for the firm and is responsible for ensuring all projects comply with preservation standards. Margaret holds a Master of Science in Historic Preservation from Columbia University and a Bachelor of Architecture from the New Jersey Institute of Technology. Margaret will work with the other team members in documenting the existing conditions, design development, and preparing contract documents for construction. Margaret will work with the Borough and Commission in the evaluation of general restoration contractors' qualifications and bidding the project to a qualified contractor. She will be responsible for the development of the estimates of probable cost, which will be updated at each phase of the design process.

THE PROJECT TEAM**Section 2**

Christine M. Yewaisis, a Historic Preservation Specialist, holds a Master of Science in Historic Preservation from Columbia University and a Bachelor of Arts from Skidmore College. Prior to joining Connolly & Hickey, Christine served as the Sacred Sites Coordinator at the New York Landmarks Conservancy. In addition, Christine has worked as an architectural conservator and historic preservation specialist on a number of New York City Landmark Buildings. Christine will be working with the other team members to document existing building conditions, in the preparation of the technical specifications for the project, and in bidding and administering the contract during construction.

James B. Huffman, P.E. is a consulting structural engineer with over twenty-five years experience in evaluating historic buildings. Connolly & Hickey has worked with Jim on numerous projects in the past where he has provided valuable insight through the thorough evaluation of a building or its critical components to determine their condition and integrity. He also works with the team members in determining the recommendations for repair and upgrade. Jim will work with Connolly & Hickey in the more in-depth evaluation of the existing conditions that began as part of the development of the Historic Preservation Plan. The Project Team's approach is that all conditions are reviewed in the field between the team members followed by Jim working with Tom and Kate in the development of the design of any structural upgrades including details, material selection and structural calculations. Jim will also be available to answer any questions during construction, and to review the installation of any structural upgrades.

TECHNICAL PROPOSAL**Section 3**

Our firm is committed to providing the Borough and Commission with all services required to make this project successful. We include below our general approach to executing the overall goals of the proposed project, Phase I: Exterior Restoration at the L'Ecole Kinnelon Museum. Connolly & Hickey views this project as a three-staged process: documentation and design development, contract document preparations, and bidding and contract administration. The bidding and contract administration are services to be provided once funding for construction is obtained.

BASIC SERVICES**Documentation and Design Development (Complete)**

Connolly & Hickey will conduct further on-site investigations of the conditions at the wood porch, the roof and roof drainage system, and the siding at the east elevation. This work will be conducted with the structural engineer, Jim Huffinan P.E., and where applicable, will include removal of exterior finishes.

As part of the field survey of conditions, the conservation issues related to the scope of the work will be described, located on drawings, and digitally photographed. Each member of the Project Team will visit the site to gain further understanding of the site and the building and to then document conditions. Design Development will entail development of the scope of the project through detailed drawings and further delineation of the restoration components. A set of drawings and an outline for the technical specifications will define the proposed project for review and consideration by the Borough and Commission. We will meet with Borough and Commission representatives to discuss the overall goals of the project and a strategy for organizing the work.

Contract Documents (Complete)

The findings of the design development process will be translated into contract documents through the use of plans, elevations, sections and details drawn to sufficient detail to describe the required work including a project manual including technical specifications. The contract documents will provide adequate information to allow qualified contractors to effectively bid the project and carry out the work.

Documents will be distributed to agencies having jurisdictions over the work for their approval and the Project Team will assist the Borough and Commission in obtaining the required approval. The Project Team will draft all contract and bid requirements; however, we must look to the Borough and Commission to provide our firm with any bid and contract requirements by the Borough given this is a publicly-owned property. We will meet with the Borough and Commission to review the final contract documents and any comments received from any agencies with jurisdiction over the work. We will further define the bidding strategy that will include unit prices, allowances and possible bid alternates in order to obtain flexibility in the scope of work, based upon available funds and to accommodate possible unforeseen conditions.

Any final comments made by representatives of the Borough and Commission regarding the final design documents will be incorporated into one-hundred percent complete contract documents. Final sets of drawings and specifications will be provided to all interested parties to obtain final approvals prior to bidding where required.

TECHNICAL PROPOSAL**Section 3****Pre-Construction***Contractor Pre-Qualification*

The Project Team will assist the Borough and Commission in obtaining competitive bids from qualified contractors by soliciting qualification statements from interested contractors through the approved processes developed by the New Jersey Department of Community Affairs. Connolly & Hickey will prepare the pre-qualification questionnaire and review all qualifications; however, the Borough and Commission shall be responsible for public notifications and hearings associated with the pre-qualification process. Our office provides assistance throughout this process.

Bidding

We recommend obtaining at least three bids from known restoration contractors to perform the work. The Project Team will assist the Borough and Commission in obtaining competitive bids from qualified contractors. We will conduct the pre-bid conference in order to answer questions and will issue addenda as required. The Project Team will tabulate and review the bids and issue a bid-finding letter. We will assist in any negotiations with the successful bidder.

Contract Administration Services

The Borough shall be responsible for the preparation of the Owner-Contractor agreement for execution by both parties. Connolly & Hickey will conduct a pre-construction meeting establishing the logistical arrangements, work scheduling, and project administration. The Architect will make periodic visits to the site to observe the progress of the work. The Architect will review the Contractor's Requests for Payment and make a recommendation to the Borough and Commission. The Architect will certify Substantial Completion, prepare a punch list, and assist in closing out the Contract.

The Construction Phase services will generally include the following:

- Pre-Construction Meeting;
- Review of project submittals including product literature, shop drawings, samples, mock-ups and other documents;
- Attend periodic site visits including conduct project meetings to observe work in progress;
- Review Contractor's Applications for Payment;
- Issue Certification of Substantial Completion;
- Prepare list of incomplete or unacceptable work items; and
- Approve final payment to the Contractor.

Based on documentation of changes made during construction by the Contractor and field-verified by the Architect, Connolly & Hickey shall prepare as-built drawings in AutoCAD for the Borough and Commission. These drawings will use the contract documents as a base and be modified and noted as required to reflect any changes made during construction.

COST PROPOSAL

Section 4

GENERAL

Pursuant to our review of the site and discussions with representatives of the Borough and Commission, the following cost proposal is offered:

I. Phase I: Exterior Restoration	
A. Connolly & Hickey Historical Architects, LLC	
▪ Documentation	Complete
▪ Design Development	Complete
▪ Meeting Allowance	Complete
▪ Contract Documents and Bid Strategy	Complete
▪ Pre-Construction	
- Pre-Qualification	\$ 1,250.00
- Bidding and Negotiation	\$ 1,250.00
▪ Contract Administration Services	\$ 7,200.00
Subtotal Connolly & Hickey	\$ 9,700.00
B. Sub-Consultant	
▪ Engineering Consultant – James Huffman, P.E.	Complete
Subtotal Sub-Consultant	\$ 0
C. Expenses	
▪ Supplies, Materials & Other Expenses	Complete
Subtotal Expenses	\$0.00
TOTAL FOR PHASE I NON-CONSTRUCTION	\$ 9,700.00

DELIVERABLES

Connolly & Hickey will provide the Borough and Commission with the necessary drawings and bidding requirements to fulfill their plans for the Phase I: Exterior Restoration at L'Ecole Kinnelon Museum. The following shall be provided inclusive of other supporting documentation necessary to obtain all approvals.

- Design Development Submission - One (1) copy for meeting purposes;
- 75% Contract Document Submission - Five (5) sets of drawings including draft technical specifications and probable costs of construction including the two (2) sets required by the County; and
- 100% Contract Document Submission - Five (5) sets of drawings including technical specifications and probable costs of construction including the two (2) sets required by the County.



COST PROPOSAL

Section 4

CONDITIONAL STATEMENTS

This proposal attempts to be as inclusive as possible in order to provide the Borough and Commission with a comprehensive set of professional services. However, specific services must be understood to be beyond the intents and purposes of this proposal. These may include but not be limited to the following:

- concealed or unforeseen conditions;
- hazardous materials identification, risk assessment, or abatement;
- compliance with any NJ Department of Environmental Protection or US Environmental Protection Agency requirements for wetlands;
- underground storage tank risk assessments;
- destructive or invasive testing including the removal of existing finishes except where noted in proposal; and
- expert testimony related to any legal proceedings.

The professional services rendered as part of this proposal shall be usual and customary reflecting the care and skill ordinarily used by other historic architects when dealing with similar historic structures at the same time and in the same or similar localities.

ADDITIONAL SERVICES

Should the Borough and Commission require or should the project demand additional services beyond those covered under basic services in order to facilitate its completion, the Project Team is prepared to assist wherever possible. These services will be subject to the hourly rates established in the Cost Proposal section of this Proposal. Such Additional Services may include but not be limited to:

- services involving work on buildings or structures other than those specifically listed in this proposal;
- services of consultants or specialists other than those specifically listed in this proposal;
- testing of materials or surfaces other than those specifically listed in this proposal;
- site, civil or geo-technical engineering, and soils testing;
- structural engineering other than those specifically listed in this proposal;
- mechanical and/or electrical engineering;
- site utilities and land surveying;
- landscape architectural services; and
- archaeological investigations.

Should additional services be required that are beyond the scope of the basic services of this proposal, the following rates will apply:

CONNOLLY & HICKEY HISTORICAL ARCHITECTS

▪ Principal Architect	\$ 140.00 /hour
▪ Principal Historic Preservation Specialist	\$ 120.00 /hour
▪ Architectural Conservator	\$ 95.00 /hour
▪ Architectural Designer/Drafter	\$ 75.00 /hour
▪ Drafter	\$ 60.00 /hour
▪ Additional Meetings	\$ 450.00 /meeting

SUB CONSULTANTS

▪ Engineer	\$ 150.00 /hour
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PROJECT SCHEDULE

Section 5

The following Project Schedule is provided for planning purposes only. This schedule is provided to comply with the Morris County Preservation Trust Fund program.

- Documentation Complete
- Design Development Complete
- 75% Complete Contract Documents Complete
- 100% Contract Documents Complete
- Pre-qualification /Bidding November 2013
- Construction April 2014

PROJECT REFERENCES**Section 6****REFERENCES**

Junelynn Sadlowski, Executive Director
Fellowship for the Metlar House
1281 River Road
Piscataway, New Jersey 08854
732-821-6108

Richard Zaleski, Trustee
First Presbyterian Church of Hanover
14 Hanover Road
East Hanover, New Jersey 07936
973-887-0298

Jim Lampmann, Borough Administrator
Borough of Butler
One Ace Road
Butler, New Jersey 07405
973-838-6565

EXPERIENCE

Since 2003, Connolly & Hickey Historical Architects has undertaken a variety of historic preservation projects ranging in scope from preservation planning documents to large-scale restoration and rehabilitation projects. Sample projects have been provided that explain the broad scope of our expertise and services.

All projects undertaken by Connolly & Hickey are accomplished as a team effort where staff is encouraged to take an active role in the decision-making and design processes behind every project whether it is a historic preservation-planning document or a full set of contract documents for a complex restoration and rehabilitation project. In every project undertaken, each member of the project team is intimately familiar with the building and its needs, and all members contribute to developing the appropriate approach for the required interventions.

Nathaniel Drake House
Historic Preservation Plan & Restoration
Plainfield, Union County, NJ

Date: 2003-Present

Client:

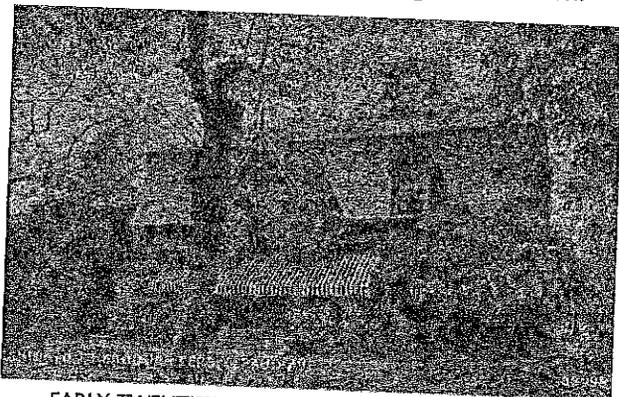
Historical Society of Plainfield
 Eloise Tinley, President
 Plainfield, New Jersey

Services:

Historic Preservation Plan, contract document preparation, pre-qualification, bidding, and contract administration

The Nathaniel Drake House was constructed in 1746 for Nathaniel Drake and his new wife. The house remained in the Drake family until 1860, at which time Daniel Drake sold the property to New Yorker John S. Harberger. The property remained in the possession of the Harberger family for sixty-one years until it was sold to a local civic organization in 1921. Shortly after the house was purchased by the organization it was turned over to the Historical Society of Plainfield. Since then, the house has served as the headquarters of the Plainfield Historical Society and provides space for both permanent exhibits and interpreted rooms as well as general exhibits, offices and support space. The Nathaniel Drake House is historically and architecturally significant for its evolution, which is reflective of that of Plainfield from its early colonial settlement to a modern suburb, and for its association with the Drake family, who were prominent early settlers in the region.

As part of a long-range planning process undertaken by the Historical Society of Plainfield, Connolly & Hickey prepared a Historic Preservation Plan for the building, which assessed the exterior and interior conditions, identified specific immediate and long-term needs, determined a period of significance, and made preservation-based recommendations for restoration and rehabilitation. Connolly & Hickey made recommendations to restore the deteriorated exterior building fabric, repair the interior fabric, upgrade existing mechanical, plumbing and electrical systems and additionally, to provide a barrier-free entrance and restroom. Connolly & Hickey also recommended restoring a number of lost features including the front and side porches as well as the porte cochere, which were either removed or modified during the early-twentieth century. Estimates of probable cost were prepared to assist the Society in budgeting. In addition, Connolly & Hickey prepared grant applications to the New Jersey Historic Trust and Union County for the Society. The Society was awarded four capital grants, two from the Trust and two from the County for the partial exterior restoration and structural upgrades at the house, completed in 2006, and for the insertion of new mechanical systems and partial interior restoration work completed in 2010. Lastly, Connolly & Hickey prepared the contract documents for each of these phases and administered their contracts during construction.



EARLY-TWENTIETH CENTURY VIEW OF THE HOUSE



CURRENT VIEW OF THE HOUSE

Butler Railroad Station
Historic Preservation Plan & Restoration
Butler, Morris County, NJ

Date: 2009 - Present

Client:

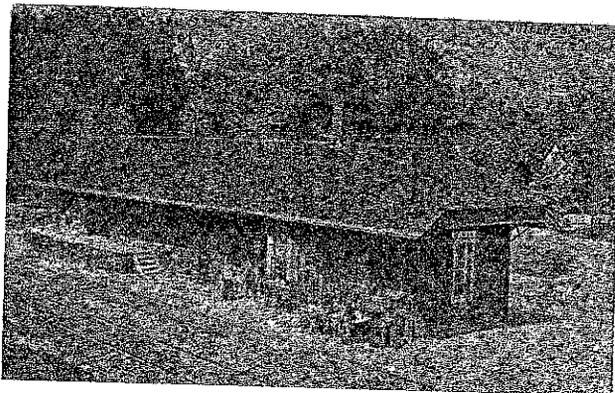
Borough of Butler
 Butler Museum and Historical Committee
 James Lampman, Borough Administrator
 Butler, New Jersey

Services:

Historic Preservation Plan, Contract
 Documents, Pre-Qualification, Bidding and
 Contract Administration

Butler Railroad Station was constructed in 1889 for the New York, Susquehanna and Western Railroad and was expanded upon linearly on at least four occasions until the early-twentieth century. The station was the second in Butler; the first was constructed in 1872 on the opposite side of Main Street in downtown Butler for the New Jersey Midland Railroad. The building is a fine example of a late-nineteenth century railroad station in the Romantic Gothic style, evident in its roof design through the employment of chamfered roof brackets and vertical board-and-batten siding. On the interior, the station utilizes beaded board wall and ceiling treatments that were popular for railroad stations during this period. The Butler Railroad Station retains a high degree of architectural integrity and has been adaptively used as a local history museum, where the primary display functions are held within the station building, and the support functions are held within the freight. The Station has been recognized for its historical significance and is listed on the New Jersey and National Registers of Historic Places.

Connolly & Hickey prepared the Historic Preservation Plan for the station that summarized the historic research and established the period of significance. The Plan analyzed the overall conditions of the building on the exterior and interior, made recommendations for repair and upgrade and provided probable costs. The first phase of work, anticipated for construction in 2011, will address structural deficiencies at the floor framing and foundations, and provide barrier-free access to the south end of the building.



HISTORIC IMAGE OF BUTLER RAILROAD STATION



CURRENT IMAGE OF BUTLER RAILROAD STATION



Oscar Kincaid Residence
Exterior Renovation & Stabilization
Boonton Township, Morris County, NJ

Date: 2004-Present

Client:
Historical Society of Boonton Township
Harry Shannon, AIA
Boonton Township, New Jersey

Services:
Exterior Restoration and Stabilization

The Oscar C. Kincaid house was built in several stages over a period of approximately one-hundred years. The original house, the south one-and-one-half story section was built in 1785 for Anna and Adam Miller, Jr. It was constructed in the Anglo-Dutch style with a distinctive heavy timber frame with pegged, mortise-and-tenon joinery. In 1837, John Decker constructed the north one-and-one-half story section with Greek Revival detailing. This part of the house was also laid out in a Federal sidehall plan. The kitchen addition was constructed post-1850 as its framing appears to be vertically sawn and attached with cut nails. A distinctive feature of the house is the plaster in the front hall which is finished with a unique technique of adding charcoal to the plaster during the curing process; it is a rare example of folk art in New Jersey. The Kincaid House is listed on the New Jersey and National Registers of Historic Places.

Connolly & Hickey helped the Society with the first phase project, partial exterior restoration and structural stabilization, which was completed in late 2006. This project included treatment for termites, restoration of exterior masonry foundation walls and finish carpentry components, and structural stabilization of the existing heavy timber framing. Currently, Connolly & Hickey is working with the Historical Society on the second phase project, completing the exterior restoration and upgrading the existing kitchen and historic dining room for museum and exhibition purposes.



HISTORIC IMAGE OF THE HOUSE, c. 1895



CURRENT VIEW OF HOUSE

A. RESUMES OF PROJECT TEAM MEMBERS

THE PROJECT TEAM

CONNOLLY & HICKEY HISTORICAL ARCHITECTS, LLC

Thomas B. Connolly, AIA

Principal In-Charge

Margaret M. Hickey, R.A.

Principal Historic Preservation Specialist

Christine M. Yewaisis

Historic Preservation Specialist

SUB-CONSULTANTS

Structural Engineering

James B. Huffman, P.E.

Consulting Engineer

Thomas B. Connolly, AIA
Principal Architect
Principal-in-Charge
NJ License: 21A101699200
PA License: RA403776

Experience

Principal Architect
August 2005 – Present

As Principal Architect, Mr. Connolly provides project management and coordination and direct client contact. He is also responsible for documentation of existing conditions, drafting, schematic design, design development studies, contract document preparation including drawings and specifications, cost estimates, contractor prequalification, bidding, and contract administration services. Tom also contributes to historic preservation report information including code analysis, estimates of probable costs, design and material recommendations, and report graphics and illustrations.

Senior Architectural Designer

*Connolly & Hickey
Historical Architects
Cranford, New Jersey*
August 2003 – August 2005

Designer/Drafter

*The Office of Herbert J. Githens
Architect & Planner
Montclair, New Jersey*
August 1994 – August 2003

Sketching and measuring of existing conditions, drafting of existing conditions, schematic design, design development studies, contract documents including drawings and specifications, contractor prequalification, bidding, contract administration services. Historic preservation study report graphics and illustrations.

Researcher

*Bhavnani & King Architects
New York, New York*
May 1994 – August 1994

Collection of historic documentation in an attempt to provide an overview of the important historic resources within several Northern New Jersey towns. The results of the research were incorporated in a Summary Report.

Memberships

American Institute of Architects
Association for Preservation
Technology International
Society for Industrial Archaeology

Education

*New Jersey Institute of Technology
School of Architecture, Newark, NJ*
B. Architecture

*Union County College
Cranford, NJ*
A.A. Architecture



Continuing Education

Cast Stone and
Historic Concrete Rehabilitation
2010

Various Building Codes Seminars
2007 to present

The Use of Substitute Materials on
Historic Preservation Projects
Association for Preservation
Technology International

Structuring Contracts
American Institute of Architects

Best Laid Plans –
Business Planning for Small Firms
American Institute of Architects

Committees

Design Standards for Signage in Downtown Cranford.

Lectures

The Process of Preservation presented to a joint meeting of the
Construction Specifications Institute and the South Jersey Chapter of
the American Institute of Architects, February 2006

*The Exterior Restoration and Structural Stabilization of the Nathaniel Drake
House* presented on *Four-Centuries-in-a-Weekend* and the Grand Re-
Opening of the Drake House Museum, October 2006.

Margaret M. Hickey, RA
Historic Preservation Specialist
Principal-in-Charge
Nj License: 21A101824500

Experience

- Historic Preservation Specialist**
Connolly & Hickey
Historical Architects
Cranford, New Jersey
September 2003 – Present
As Historic Preservation Specialist, Ms. Hickey is responsible for architectural design and restoration, stabilization and rehabilitation of historic buildings and the identification and certification of cultural resources. Margaret oversees the production of historic preservation planning reports including Interpretive Plans, Condition Assessment Reports, Historic Preservation Plans and Historic Structures Reports. She also prepares grant applications for public funding for planning and capital projects.
- Historic Preservation Specialist**
The Office of Herbert J. Githens
Architect & Planner
Montclair, New Jersey
August 1999 – August 2003
Restoration, stabilization and rehabilitation of historic buildings. Identification and certification of cultural resources. Documentation of historic structures including drawings, photos and written descriptions. Development of design and contract documents. Historic preservation planning reports include Condition Assessment Reports, and Historic Preservation Plans.
- Program Officer**
New Jersey Historic Trust
Trenton, New Jersey
March 1996 – August 1999
January 1994 – March 1996 Intern
Margaret was responsible for the administration of grant-funded projects, the evaluation of applications, review of contract documents for compliance with Secretary of the Interior's *Standards for the Treatment of Historic Properties*, monitoring construction performance and processing grant disbursements.

Memberships

- American Institute of Architects
- Association for Preservation
Technology International
- US/ICOMOS
- Construction Specifications Institute
- Preservation Alumni,
Columbia University
- Preservation New Jersey,
Board Member

Education

- New Jersey Institute of Technology*
School of Architecture, Newark, NJ
B. Architecture
- Columbia University*
Graduate School of Architects, Planning and Preservation
New York, NY
M.S. Historic Preservation



Continuing Education

Small Project Process and
Products Revealed
American Institute of Architects

Catching Up with AIA
Contract Documents
American Institute of Architects

Envelope Performance Testing,
Modeling and Monitoring
Association for Preservation
Technology International

The Use of Substitute Materials on
Historic Preservation Projects
Association for Preservation
Technology International

Introduction to
Construction Cost Estimating
New York University
School of Continuing Education

Tours Given

Architectural Tour of the Historic
Buildings at Waterloo Village –
presentation of the historic
architecture of Waterloo Village as
part of Canal Day at Waterloo in
June 2008 and 2009 on behalf of the
Canal Society of New Jersey.

Four Centuries in a Weekend at the
Oswald Nitschke House, Kenilworth,
NJ – preparation of the tour for the
docents at the grand opening of the
Oswald Nitschke House to the
community. This was done in
consultation and with input from
members of the Kenilworth
Historical Society. October 2004.

Lectures

*Hinchliffe Stadium: The Research for a National Historic Landmark
Nomination* presented at the 2010 New Jersey Historic Preservation
Conference, June 2010

Brielle Road Bridge: The Last Belidor-Type Bascule Bridge in New Jersey
presented to the Roebling Chapter of
the Society of Industrial Archaeologists, October 2008

Restoration of the Henry Doremus House and Vreeland Outkitchen
presented to the Montville Historical Society
and the Montville Woman's Club, October 2007

Inclined Plane 2 East and Lock 2 East of the Morris Canal presented to the
Canal Society of New Jersey, January 2007

The Process of Preservation presented to a joint meeting of the
Construction Specifications Institute and the South Jersey Chapter of
the American Institute of Architects, February 2006

Christine M. Yewaisis
Historic Preservation Specialist

Experience

Historic Preservation Specialist

Connolly & Hickey
Historical Architects
 Cranford, New Jersey
 May 2010 – Present

Ms. Yewaisis is responsible for the management of restoration and rehabilitation of historic buildings from initial preservation planning through bidding and contract administration. She conducts documentation of existing conditions, contract document preparation including specifications, contractor prequalification, bidding, and contract administration services. Christine also undertakes all marketing and design of marketing materials for the firm, takes the lead in developing the graphics for planning documents and manages day-to-day business operations.

Marketing Manager

Greeley and Hansen LLC
 New York, New York
 August 2000 – June 2004

Created strategic action plans for client relationship based marketing plan. Managed marketing plan. Worked with engineers to monitor and assess client needs and opportunities. Prepared and produced firm proposals and presentations for large governmental agencies. Encouraged staff to initiate client contact and supported staff in any and all marketing activities.

Business Development Manager

Swanke Hayden Connell Architects
 New York, New York
 November 1998 – March 2000

Developed new graphic design affiliate, Design 360, in conjunction with managing principals. Identified services rendered and target audiences, worked with designers to create corporate identities, implemented marketing strategy, managed daily operations of the graphics group, oversaw project coordination and proposal writing.

Program Coordinator

New York Landmarks Conservancy
 New York, New York
 June 1997 – November 1998

Coordinated Sacred Sites Program that provides grants and technical assistance to historic religious properties throughout New York State. Evaluated grants, fundraising and development of preservation projects through the review of surveys and building specifications. Planned workshops and contributed to publications relating to building maintenance, repair, restoration and fire protection.

Architectural Conservator

Building Conservation Associates
 New York, New York
 April 1995 – June 1997

Conducted building condition surveys, historic research, photographic documentation and reports. Administered tax credit applications, reviewed specifications, performed on-site testing and supervised construction crews in contract administration.

Associate Director

Kentshire Galleries
 New York, New York
 April 1990 – August 1992

Directed operations of English antique and period jewelry department. Catalogued and regulated inventory. Managed public relations activities. Coordinated antique jewelry shows and events.

Education

Columbia University
Graduate School of Architecture,
Planning and Preservation
New York, New York
M.S. Historic Preservation

Skidmore College
Saratoga Springs, NY
B.A. American Studies

Publications

"Good-bye to Guano", *Common Bond*, June 1998.

"Check Your House of Worship for these Common Fire Hazards",
Common Bond, October, 1998.

James Marston Fitch: Pioneer in Preservation Education

James Marston Fitch was a pioneer in the movement to preserve America's architectural heritage. The Graduate Program in Preservation that he founded at Columbia University--the nation's first--has become a model of a humanistic understanding of the built environment. In this affectionate short-film, two graduates of the Columbia program, Christine Ferinde and Jon Calame, look at Fitch's ideas at work, particularly in New York City locales that have become beloved American icons--South Street Seaport, Ellis Island, the cast iron district of SoHo, and Grand Central Station, 1996.



JAMES B. HUFFMAN, P.E.

E-mail: jbhuffman2@comcast.net

762 Village Road West, Princeton Jct., NJ 08550 609-275-5846

NAME : James B. Huffman, Professional Engineer

CLASSIFICATION : Engineering Consultant

EDUCATION : Princeton University
Civil/Structural Engineering and Architecture, Princeton, NJ
B.S.E. with Highest Honors

EXPERIENCE :

Engineering Consultant

1989 – Present

Design, project management, construction management & consulting in the areas of structural, civil, mechanical, architectural, environmental & solar engineering; soils engineering/foundation design; analysis and design of wood, steel, masonry, concrete, and composite structures. New construction has included offices, laboratories, educational facilities, medical buildings, and marine science research facilities. Historic buildings and structures have included houses, barns, carriage houses, libraries, houses of worship, mills and other industrial buildings, museums, and public buildings. Specific consulting services to HJGA Consulting have included engineering analysis and design services for such historic preservation as the Oswald Nitschke House in Kenilworth, the Arnault-Bianchi House in Wood-Ridge, the L'Hommedieu House at Historic Speedwell, the Offices at High Point State Park, the Demarest Railroad Depot, and the Squan Beach Life-Saving Station in Manasquan as well as many other projects.

Principal Engineer

1997-2000

Overall responsibility for design and engineering output; structural, mechanical, geo-technical, environmental, and electrical engineering. Specific consulting services have included structural analysis for the Carriage House at Historic Speedwell, Morristown; the Bergen County Courthouse, Hackensack; Immaculate Conception Church, Montclair; Barns Museum Workshop, Clifton; Old Bergen Church, Jersey City; First Federated Church, Bayonne; St. Patrick's Pro Cathedral, Newark; and the Historic Preservation Plan for the Vail Factory Wheelhouse at Historic Speedwell, Morristown.

Director of Engineering

1984 - 1989

Responsible for engineering and construction activities; managed development, design, financing, and construction of 35 MW industrial cogeneration facility and numerous other industrial energy related projects.

Project Manager

1979 - 1983

Integration of architectural, structural, and mechanical features in energy and environmentally conscious buildings; design and installation of microcomputer-based building controls and monitoring equipment in institutional, commercial, and residential buildings and commercial greenhouses.

PROFESSIONAL STATUS :

Professional Engineer New Jersey (GE 28576)

 JAMES B. HUFFMAN, P.E.

E-mail: jbhuffman2@comcast.net

762 Village Road West, Princeton Jct., NJ 08550 609-275-5846

CERTIFICATIONS:

Certified Cogeneration Professional, Association of Energy Engineers (005389)
NJDEP Underground Storage Tank Subsurface Evaluation & Closure, Installation and
Tank Testing, Corrosion Specialist (0010869)

MEMBERSHIPS:

American Society of Civil Engineers (ASCE)
Building Officials and Code Administrators International (BOCA)
Association for Preservation Technology (APT)
AIA Environmental Committee, Central NJ

CONTINUING EDUCATION:

OSHA Hazardous Waste Site Safety Training (40-hour and annual refreshers)
Contemporary Seismic Design, BOCA (16 hrs.)
Wind and Flood Resistant Construction, BOCA (16 hrs.)
Underground Storage Tanks Rules & Regulations, NJ Water Pollution Control
Association Hazardous Waste Committee
Underground Storage Tanks, NJ Society of Professional Engineers
Engineered Wood Construction, APA
Lateral Framing Systems, with Seismic Provisions, AISC
Timber Frame Restoration & Repair, APT
Masonry Construction Technology (16 hrs.)
NJ Renovation Code, NJ DCA

AWARDS:

New Jersey Historic Preservation Award for the restoration of the Sawmill at Double
Trouble State Park; NJ DEP, State Park Service, Historic Preservation Office; NJ
Historic Sites Council; and NJ Historic Trust (in association with D. V. Abramson &
Assoc., Architects)
Historic Preservation Award for the rehabilitation of 38 Commerce St., City of Trenton
Landmarks Commission (in association with Selena Goldberg, AIA.)
2000 Downtown New Jersey, Award of Excellence, for additions and alterations to the
Frog & Peach restaurant, New Brunswick, NJ (in association with Princeton Design
Guild)

MEMBERSHIPS :

Member - American Society of Civil Engineers
Member - BOCA International
Member - Association for Preservation Technology (APT)

CERTIFICATIONS / CONTINUING EDUCATION:

New Jersey Department of Environmental Protection - Underground Storage Tanks
Association Energy Engineers - Certified Cogeneration Professional
BOCA - Contemporary Seismic Design
BOCA - Wind and Flood Resistant Construction
University of Medicine and Dentistry - Health and Safety for Hazardous Waste Site
Investigative Removal

RESOLUTION 7. 13 .14

GRANTING UNPAID SICK LEAVE TO
KINNELON BOROUGH EMPLOYEE
STEVEN WHITEHEAD

WHEREAS, the Governing Body of the Borough of Kinnelon finds and declares that Steven Whitehead is an employee of the Borough of Kinnelon; and

WHEREAS, the Governing Body further finds and declares that the Employee will be out of work on unpaid sick leave as of July 1, 2014 until August 12, 2014; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Kinnelon does hereby grant unpaid sick leave to Borough Employee Steven Whitehead; and

BE IT FURTHER RESOLVED that the Chief Financial Officer, Donna Mollineaux is and is hereby directed to formally notify the State Public Employees Retirement System of said status and to cause the same to be included in the records maintained for said employee.

I, Karen M. Iuele, Acting Borough Clerk hereby certify this to be a true copy of a resolution which was adopted at the regular meeting of the Kinnelon Mayor and Council held on July 17, 2014.

Dated: July 17, 2014

Karen M. Iuele,
Acting Borough Clerk

RESOLUTION 7.14.14

EMERGENCY SEWER PUMP AT
DPW GARAGE PUMP STATION

WHEREAS, the Governing body of the Borough of Kinnelon finds and declares an emergency situation has developed with sewer pump at the DPW garage pump station ; and

WHEREAS, the Governing Body further finds and declares that this poses an imminent threat to the public health, safety and welfare of an emergent nature that warrants immediate remedial action; and

WHEREAS, the Governing Body further finds and declares the N.J.S.A. 40A:11-6 authorizes a municipality to negotiate and/or award a contract without public advertisement when and emergency affecting the public health, safety or welfare requires the immediate performance of services; and

WHEREAS, the Governing Body further finds and declares that the Department of Public Works, acting in the reasonable belief that an emergency affecting the public health, safety and welfare requires immediate remedial action without public advertisement for services; and

WHEREAS, the Governing Body further finds and declares that the Department of Public Works has correctly recommended that the aforementioned Sewer Pump at the DPW Garage Pump Station be remediated through the award to DeBlock Environmental Services LLC, which submitted the following cost not to exceed \$3,534.70; and

WHEREAS, the emergency costs to be funded through 2014 Water Utility.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Kinnelon does hereby declare the existence of a public emergency warranting the completion of a sewer pump at the DPW Garage Pump Station.

Dated: 7, 17, 14

Karen M. Iuele
Acting Borough Clerk
Borough of Kinnelon

RESOLUTION 7.15.14

AUTHORIZING SOIL DISTURBANCE
PERMIT FOR GRACEVIEW WIRELESS TOWER
DRIVEWAY BLOCK 88, LOT 43.01 AND
BLOCK 88, LOT 35

WHEREAS, The Mayor and Council of the Borough of Kinnelon approves the Soil Disturbance Permit for Graceview Wireless Tower Driveway, Block 88, Lot 43.01 and Block 88, Lot 35; and

WHEREAS, New Cingular Wireless (AT&T) have met all the requirements and approvals for the Kinnelon Zoning Board of Adjustments and Darmofalski Engineering Associates, Inc.; and

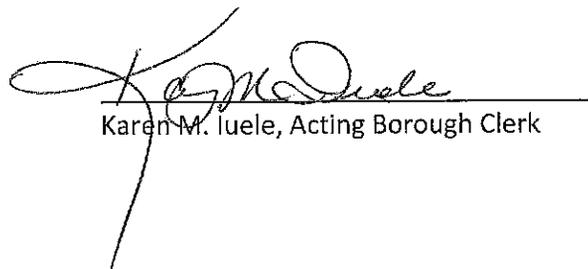
NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Kinnelon does hereby approve the Soil Disturbance Permit for Graceview Wireless Tower Driveway, Kinnelon, New Jersey

Dated: July , 2014



Robert W. Collins, Mayor

Dated: July , 2014



Karen M. Luele, Acting Borough Clerk

Subject: Soil Disturbance Permit for Graceview Wireless Tower Driveway
From: Thomas A. Boorady (tab@darmofalski.com)
To: kiuele@kinnelonboro.org; gbresett@kinnelonboro.org; jhighers@kinnelonboro.org;
amainiero@kinnelonboro.org; rcollins@kinnelonboro.org; dmollineaux@kinnelonboro.org;
jwhitehead@kinnelonboro.org; dhagberg@bloomingdalenj.net; mdepascale@bloomingdalenj.net;
radyer1949@optonline.net; shall@mcscd.org;
Date: Thursday, July 3, 2014 10:19 AM

Karen,
Please see the attached report and place the requested soil disturbance permit on the next available agenda of the Mayor and Council.
Regards,

Tom Boorady

Thomas A. Boorady, P.E., C.M.E.
Darmofalski Engineering Associates, Inc.
86 Newark Pompton Turnpike
Riverdale, New Jersey 07457-1429
TEL: (973) 835-8300 ext. 112
FAX: (973) 835-1117
email: tab@darmofalski.com

DARMOFALSKI ENGINEERING ASSOCIATES, INC.**CIVIL ENGINEERS****86 NEWARK POMPTON TURNPIKE****RIVERDALE, NJ 07457-1429**Paul P. Darmofalski, P.E., P.P.
paul@darmofalski.com**TEL: (973)835-8300 | FAX: (973)835-1117**Thomas A. Boorady, P.E., C.M.E.
tab@darmofalski.com

July 3, 2014

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

Re: *Soil Disturbance Permit***Project Locations:****77 Boonton Ave.****Block 88, Lot 35 (New 2014 Block 56502, Lot 135)****Owner: Ann B. Hencken c/o J.P. Blake, Jr.****55 Revere Rd., Manhasset, NY 11030*****and*****Near Graceview Dr.****Block 88, Lot 43.01 (New 2014 Block 56502, Lot 113)****Owner: American Tower Corp.****116 Hunting Ave., 11th Floor, Boston, MA 02116****Applicant:****New Cingular Wireless (AT&T)****15 East Midland Ave., Paramus, NJ 07652**

Dear Ms. Iuele:

We are in receipt of site plans prepared by French & Parrello, consisting of four (4) sheets, dated May 19, 2014, *revised June 26, 2014*. We are also in receipt of an assignment of a 50 foot right-of-way through Lot 35 for the benefit of American Towers, Inc., (Morris County Deed Book 632, Page 132, dated April 8, 2005); and, a copy of a quitclaim deed on Lot 43.01 for the benefit of American Towers, Inc., dated January 14, 2000.

Project Summary

The applicant, New Cingular Wireless, received site plan approval from the Kinnelon Planning Board in 2005 (Application #752) to install twelve (12) antennas on a pre-existing lattice relay tower designated as a "first priority location" per the "Wireless Telecommunications Towers and Antennas" ordinance (Article XVI, Sections 207-86 and 207-87 of the Borough Code). As a condition of site plan approval, the applicant agreed to construct certain improvements, including stormwater management facilities and driveway pavement, and agreed to continuously maintain the same.

The applicant has submitted the above-referenced site plan to construct stormwater management facilities and to resurface the existing crushed stone driveway with asphalt. Per Chapter 169-3.F.(2) of the Borough Code, a Soil Disturbance Permit is required for work involving stormwater facilities or in cases where grading will redirect runoff which could potentially adversely affect neighboring properties or public and private roads.

DARMOFALSKI ENGINEERING ASSOCIATES, INC.

To: Mayor & Council of Kinnelon Borough
Re: Soil Disturbance Permit - New Cingular Wireless (AT&T) - Graceview Dr.

July 3, 2014
Page 2 of 4

We recommend approval of the most recent site plans submitted subject to the applicant agreeing to the following conditions:

1. Based upon the disturbance of materials required to construct the driveway per the pavement section detail on Sheet #3 of the site plans combined with the disturbance required to construct the stormwater management facilities, the combined quantity of exported and imported material exceeds 500 cubic yards. As required by Chapter 169-4.A. of the Borough Code, the applicant shall pay an *application fee* in the amount of \$500.00. *It is our understanding a fee of only \$250.00 was paid; therefore, the applicant shall pay an additional "application fee" of \$250.00.*
2. The proposed combined quantity of exported and imported fill is 800 cubic yards. As required by Chapter 169-6.B. of the Borough Code, the applicant shall pay a *permit fee* in the amount of \$200.00 (800 cubic yards X \$0.25 per cubic yard) prior to being issued building permits. *The applicant shall pay this \$200.00 "permit fee" upon approval of the permit by the Mayor and Council.*
3. If the Borough issues a permit, then the applicant shall agree to provide additional escrow in the amount of \$2,000.00 to cover the costs of professional fees associated with review of shop drawings, site inspections and project close out including review of the final as-built survey.
4. The proposed disturbance area exceeds 5,000 square feet; therefore, the plans shall be submitted to the Morris County Soil Conservation District (MCSCD) for certification prior to any site disturbance.
5. The proposed stormwater management facilities cross under the driveway of Lot 34, Block 88 (House #7 Graceview Drive). The applicant shall arrange with the homeowner to replace existing shrubs and other landscaping in-kind. The driveway apron shall be replaced with at least 4" thick compacted DGA and 2" thick HMA 4.75M64. All granite block shall be replaced or repaired as necessary and determined by the Borough Engineer.
6. Excavated materials from stormwater management trenches shall only be reused if approved by the Borough Engineer. Saturated materials and materials with high clay/silt content will not be approved for reuse. The use of imported DGA compacted in 6" lifts is recommended to ensure no settlement.
7. All stormwater management facilities shall be rated for HS20 loading and shall meet or exceed NJDOT standard details. The contractor shall supply Borough Engineer with shop drawings for approval.
8. Building permits for antenna or compound work shall not be issued until the proposed driveway and stormwater management facilities are completed and approved by the Borough Engineer and Department of Public Works.
9. The proposed driveway shall be adjusted and pitched as necessary to ensure runoff is contained within the limits of the subject property and easements and to ensure all runoff is captured by the proposed stormwater management facilities. There shall be no field changes deviating from the approved site plan which would cause overland runoff to be concentrated or to cause runoff to adversely affect neighboring properties, Denise Drive or Graceview Drive.

DARMOFALSKI ENGINEERING ASSOCIATES, INC.**To: Mayor & Council of Kinnelon Borough****July 3, 2014****Re: Soil Disturbance Permit - New Cingular Wireless (AT&T) - Graceview Dr.****Page 3 of 4**

10. The applicant and all contractors are responsible for contacting the Borough Engineer for site inspections prior to and during the construction of all improvements, including all phases of driveway and storm drainage construction. Adequate notice of at least three business days shall be provided prior to beginning the construction of these improvements. This office will not approve construction items which have been construction and backfilled without inspections.
11. There shall be no changes to the approved site plans. If field conditions necessitate deviations from these approved plans, then all work shall stop until revised plans can be prepared by the owner's professionals and submitted to the Borough Engineer for review and approval prior to constructing any modifications.
12. The limit of disturbance shall be adhered to by the applicant, owner and all contractors. There shall be no temporary or permanent disturbance beyond the limits shown on the approved plans.
13. Per Chapter 169-3C of the Borough Code, the soil disturbance permit shall expire after one year from issue. In the event the soil disturbance activity for which the permit was issued is not completed within one year, the applicant may apply to the Borough Council for an extension.
14. The applicant and all contractors retained by the applicant shall agree imported fill will be from virgin sources meeting the parameters set forth under Chapter 169-13B of the Borough Code. In addition, per Chapter 169-10 of the Borough code, the removal of the top layer of arable soil is prohibited. The top layer of arable soil to a depth of six inches shall be set aside for retention and reuse onsite as permanent stabilization.
15. There shall be no changes to the site plan which would create slopes steeper than shown.
16. There shall be no field changes deviating from the approved site plan which would cause wall construction above or beyond the limits of walls shown on the approved plans.
17. Neither temporary nor permanent disturbances are permitted outside of the limit of disturbance/silt fence line shown on the approved grading plan.
18. Approvals by other agencies shall be obtained prior to any site disturbance, including a driveway permit from the Kinnelon Department of Public Works and Morris County soil erosion and sediment control certification.
19. There shall be no changes to the site plans or architectural plans, including contours, elevations, wall locations, wall heights, driveway, foundation locations, pools, sidewalks, etc. There shall be no field changes made. The Borough Engineer and Design Engineer shall be immediately notified and all work shall stop in the event there are any site conditions which require a deviation from the approved plans. Notification shall be made prior to constructing modifications and a revised plan may be necessary for review and approval prior to continuing construction.

DARMOFALSKI ENGINEERING ASSOCIATES, INC.

To: Mayor & Council of Kinnelon Borough
Re: Soil Disturbance Permit - New Cingular Wireless (AT&T) - Graceview Dr.

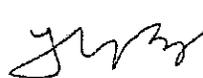
July 3, 2014
Page 4 of 4

20. An as-built topographic survey, prepared by a licensed professional land surveyor and a final site inspection by the Department of Public Works and Borough Engineer will be necessary prior to the issuance of a certificate of occupancy to ensure all items of construction are in conformance with the approved plans. The as-built survey shall provide the location of all aboveground and below ground improvements, including septic systems, wells, drainage structures and utilities.
21. The applicant's escrow account should be kept current during construction and until as-built drawings and a final site inspection are completed. Stop work orders will be issued on projects that do not maintain sufficient escrow for inspections.

Please contact me if you have any questions.

Very truly yours,

Darmofalski Engineering Associates, Inc.



Thomas A. Boorady, P.E.

cc: Mayor & Council
Kinnelon Planning Board File #752
Donna M. Mollineaux, C.F.O.
John Whitehead, Superintendent of Kinnelon Dept. of Public Works
Daniel Hagberg - Construction & Zoning Official - Bloomingdale Building Dept.
Robert Dyer - Kinnelon Zoning Enforcement & Property Maintenance Officer
Ann B. Hencken, Owner Block 88, Lot 35
American Tower, Owner Block 88, Lot 43.01
Elaine Jansen, Owner Block 88, Lot 34
New Cingular Wireless (AT&T)
French & Parrello, Project Engineer
Sheila Hall - MCSCD

RESOLUTION 7.16.14

AUTHORIZATION FOR MAYOR TO
SIGN APPLICATION FOR FUNDING
MUNICIPAL ALLIANCES GRANT
YEAR 2014

WHEREAS, the Borough desires to submit an Application for Funding Municipal Alliances Grant for the Year 2014; and

WHEREAS, it is necessary for the Mayor to sign said Grant Application in the amount of \$1,200.00 with a cash match from the Borough of Kinnelon in the amount of \$600.00.

NOW, THEREFORE, BE IT RESOLVED the Mayor is hereby authorized to sign the application for Funding Municipal Alliances Grant Year 2014 in the amount of \$1,200.00 with a cash match from the Borough of Kinnelon in the amount of \$600.00.

Dated:

Karen M. Iuele, Acting Borough Clerk

RESOLUTION 7./7 .14

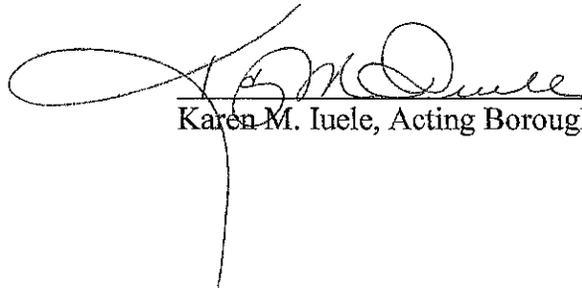
AUTHORIZATION FOR MAYOR TO
SIGN APPLICATION FOR FUNDING
MUNICIPAL ALLIANCES GRANT
YEAR 2014

WHEREAS, the Borough desires to submit an Application for Funding Municipal Alliances Grant for the Year 2014; and

WHEREAS, it is necessary for the Mayor to sign said Grant Application in the amount of \$800.00 with a cash match from the Borough of Kinnelon in the amount of \$400.00.

NOW, THEREFORE, BE IT RESOLVED the Mayor is hereby authorized to sign the application for Funding Municipal Alliances Grant Year 2014 in the amount of \$800.00 with a cash match from the Borough of Kinnelon in the amount of \$400.00.

Dated: 7-17-2014



Karen M. Iuele, Acting Borough Clerk

RESOLUTION 07.18.14

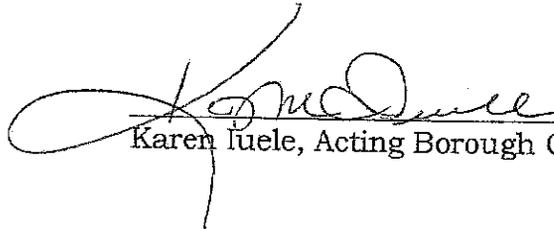
AUTHORIZE COURT ADMINISTRATOR
KAREN BLACK

WHEREAS, the Borough Kinnelon Mayor and Council desires to hire Court Administrator Karen Black; and

WHEREAS, Karen Black hourly pay will be \$25.00 on an only per diem base.

NOW, THEREFORE, BE IT RESOLVED that the Kinnelon Mayor and Council do hereby authorize the Court Administrator to hire Karen Black on an only per die base.

July 17, 2014



Karen Iuele, Acting Borough Clerk

RESOLUTION 7.19.14

AUTHORIZATION FOR MAYOR TO
SIGN HOLD HARMLESS AGREEMENT
BETWEEN BOROUGH OF KINNELON,
MAPLE LAKE DEVELOPMENT, LLC; THE
VILLAS AT MAPLE LAKE, LLC; ROSELAND
PROPERTY COMPANY

WHEREAS, the Kinnelon Borough Council wishes to authorize the Mayor of the Borough of Kinnelon to sign the Hold Harmless Agreement; and

WHEREAS, the Hold Harmless Agreement is Between the Borough of Kinnelon; Maple Lake Development, LLC; The Villas at Maple Lake, LLC; Roseland Property Company, and their Successor; and

WHEREAS, pursuant to various prior agreements, Villas is obligated to undertake remediation of a dam located on Block 11, Lot 204 in the Borough of Kinnelon, New Jersey.

NOW, THEREFORE BE IT RESLOVED, that Council of the Borough of Kinnelon authorizes Mayor Collins to sign the Hold Harmless Agreement between the Borough of Kinnelon, Maple Lake Development, LLC; The Villas at Maple Lake, LLC; Roseland Property Company and their Successor .

Dated: 07/17/14

Karen M. Iuele, Acting Borough Clerk

RESOLUTION 07.20 .14

AUTHORIZING APPOINTMENT OF
STACE SPRING AS A RECORD
ADMINISTRATOR FULL TIME FOR
THE KINNELON POLICE DEPARTMENT

WHEREAS, the Kinnelon Police Department wishes to appoint employer Stacy Spring as a full time Record Administrator; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough Of Kinnelon approve appointing Stacey Spring as Full Time Record Administrator for the Kinnelon Police Department as of August 1, 2014.

CERTIFICATION

I, Karen M. luele, Acting Borough Clerk, do hereby certify this to be a true copy of a resolution duly adopted at the regular meeting of the Kinnelon Mayor and Council held on July 17, 2014.

Dated: 07/17/14

Karen M. luele, Acting Borough Clerk

RESOLUTION .07.21.14

AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO FOX ARCHITECTURAL DESIGN FOR REVISED RENOVATION TO KINNELON DPW GARAGE

WHEREAS, the Borough of Kinnelon ("Borough ") has agreed to retain Fox Architectural Design PC, 546 State Route 10 West, Ledgewood, NJ 07852 for the Revised Renovation to the Kinnelon DPW Garage; and

WHEREAS, the contract with Architectural Design for the addition and renovation to the Kinnelon DPW Garage is for a total amount not to exceed Twenty five thousand, one hundred Dollars (\$25,100.00) therefore the requirements of N.J.S.A 19:44A-20.5 (Pay-to Play Legislation) does apply; and

WHEREAS, the Borough of Kinnelon has a need to acquire the professional services of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 or 20.5 as appropriate; and

WHEREAS, the CMFO has determined and certified in writing that the value of the services will exceed \$17,500; and

WHEREAS, the governing body of the Borough of Kinnelon has certified that the professional services for the Kinnelon Mayor & Council provided by the below listed professionals will exceed \$17,500; and

WHEREAS, the listed professional has completed and submitted a Business Entity Disclosure Certification which certifies that neither they, nor their professional firms have made any reportable contributions to a political or candidate committee in the Borough of Kinnelon in the previous one year, and that the contract will prohibit the professional services of the firms from making any reportable contributions through the term of the contract; and

WHEREAS, said below listed individual has completed and submitted a Political Contribution Disclosure Certification and a Business Registration Certificated; and

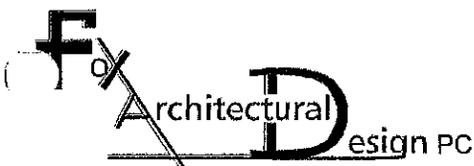
WHEREAS, this contract was not awarded through a "fair and open process" pursuant to N.J.S. 19:44A-20.4 et seq.; and

WHEREAS, the said price for the professional fees for the Revised Renovation plans are not to exceed \$25,100.00.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Kinnelon, County of Morris, State of New Jersey, award contract for the Revised Renovation to the Kinnelon DPW Garage to Fox Architectural Design PC.

Dated: 7/17/14

Karen M. luele, Acting Borough Clerk



(973) 970-9355; Fax (973) 970-9356

546 State Route 10 West, Ledgewood, NJ, 07852

Revised June 16, 2014
Revised October 15, 2013
Revised October 10, 2013

June 16, 2014

John Whitehead, Superintendent
Department of Public Works
Borough of Kinnelon
130 Kinnelon Road
Kinnelon, NJ 07405

Via U.S. Mail and email: jwhitehead@kinnelonboro.org

Re: Addition and Renovation to DPW Garage
Rebid and Change of Building Type - Borough of Kinnelon
Architectural file no. 13096

Dear John:

It was too bad that the bids for your desired project came in significantly higher than your budget had allowed for. I know that the overall project, especially the service bays, is something that is desperately needed by your department. I look forward to assisting you in getting this rebid and working towards a successful construction project.

This letter is to provide a change to our original contract. You will note herein that I revised the type of construction necessary and will utilize the schematic designs that we had previously utilized in the projects.

SCOPE OF PROJECT (Revised)

We will be utilizing the same design we had previously although we are looking at eliminating the front portion of the building and limiting the construction to:

- a) The new garage addition
- b) The renovation of the existing garage

The following is a general outline of the scope of your project that we discussed without getting into every minor detail:

- ❖ We will re-design a 120' x 70' pre-engineered steel frame building to be attached to your existing truck bays. The pre-engineered steel building contractor will be responsible for all steel design and foundations.

- ❖ We will provide the necessary drawings for a design/build bid process.
- ❖ A mezzanine will also be provided within the drive-thru truck bays. We will provide a layout for this and it will be included in the design/build aspect of the bidding. We will provide this as an alternate.
- ❖ We will provide improvements to the existing truck bays as necessary.
- ❖ It is understood that the monitoring wells will be abandoned.
- ❖ This will include the design necessary for heating the drive-thru truck bays and providing new heat in existing bays. No HVAC is proposed in the existing front office spaces. No new mechanicals are anticipated in the existing truck bays.
- ❖ The truck bays will pitch to a center trench drain and an oil separator system will be specified for this. This system will be provided as an alternate.

Phase I –Schematic Design

We will utilize the previous design and eliminate all the work up front. We will adjust the location of the bays based on our understanding of the structural costs that were involved in underpinning the existing building. We will attempt to make the design, similar to the original, understanding that we are allowed to push it forward or back a few feet.

We will provide the revised schematic design for the municipality and upon your approval we will move forward with the following Phases:

Phase II - Construction Documents

Upon final design document approval by the Municipality, we will provide architectural Construction Documents and building specifications for competitive bidding by the Borough of Kinnelon. These documents will include detailed drawings, plans, sections and elevations and construction specifications. The drawings will contain the information necessary for competitive bidding.

We will only include those aspects of the project that were included in the design document phase. We will provide alternates on certain construction elements in order to provide separate prices. Upon acquisition of the bids, we can analyze these portions of the project that are to be selected, and determine with the municipality that which is to be awarded.

If, for any reason, bids are rejected, then all work subsequent to the first bid will be bid as per our enclosed hourly Fee Schedule or by means of a second proposal. All work performed to date shall be paid for as complete at this time.

Phase III – Bidding

We will prepare a bid request, answer contractor's questions during the bidding process, and attend a pre-bid conference and assist the Municipality in reviewing competitive bids received.

Phase IV – Contract Administration

During the construction of the project, I believe it is important to coordinate with the builder the desires of the owner and the intricacies of construction techniques. I can, therefore, be your liaison to the builder in making sure that the project is being built according to the contract documents. Generally, the responsibility shall be as follows: (Representative of Fox Architectural Design to be herein known as "the architect.")

1. The Architect's responsibility to provide basic services for the construction phase under this Agreement commences with the acceptance of this proposal and terminates at the earlier of the issuance to the Owner of the final certificate for payment or 60 days after the date of substantial completion of the work.
2. The Architect shall be a representative of and shall advise and consult with the Owner
 - (1) during construction until final completion of the work and
 - (2) as an Additional service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.
3. The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work.
4. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the contract documents.
5. The Architect shall, at all times, have access to the Work wherever it is in preparation or progress.

6. The Architect shall have authority to reject Work, which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for Implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

7. The Architect shall review and approve or take other appropriate action upon contractor's submittals such as Shop Drawings, Product Data and Samples, and Applications for Payments but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. We are not providing interior decorating services. This will be completed by the Municipality.

8. We will review the placement, installation of all equipment and furniture as specified as part of this project.

9. The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents. This will be considered an additional service and will be billed as per the Fee Schedule.

I anticipate that the construction of this building will take six months. If this extends longer, then additional fees will be necessary. I am basing this proposal on an approximate site inspection schedule of once every two weeks. It is anticipated that Applications for Payment, construction progress meetings will occur simultaneously. There will be portions of the project, which will be inspected more often, and at times the project will be inspected less often.

Professional Fees

Phase I - Schematic Re-Design.....	\$ 4,500.00
Phase II - Construction Documents	
DPW Building – Steel Frame Construction	
Architectural and specifications.....	\$ 5,200.00
MEP (Revisions)	\$ 2,500.00
Phase III – Bidding.....	\$ 2,400.00
Phase IV – Contract Administration.....	\$ 5,000.00
Structural (for review of Steel Frame)....	\$ 5,500.00

Upon your approval of this proposal, I can begin on the project immediately.

If this proposal meets with your approval, please sign one copy, initial each page at the bottom, and we will develop an AIA Contract or other form that is desired by the Municipality and would look forward to receiving a Purchase Order before beginning the project.

We are very pleased to be able to provide this proposal to you for the Borough of Kinnelon. We are excited to be involved with this project. We will do our utmost to advance the progress of the project in an expeditious and cost efficient manner. We look forward to working with all members of the project team. If this proposal is accepted, please sign and return one copy to us for our records so that we can proceed. We are ready to commence working immediately.

Very truly yours,

Kenneth J. Fox, AIA

Signature

Date

Fox Architectural Design, PC
Standard Fee Schedule:
 2014

PERSONNEL HOURLY BILLING

Please note that the following fees are not attributed to "Fixed Fee" proposals unless there is a change in the scope of a project, at which time you will be notified requesting authorization prior to the expenditure of billable time.

Principal Architect	\$ 210.00 / hr
Project Architect	\$ 170.00 / hr
Engineer	\$ 155.00 / hr
Designer	\$ 150.00 / hr
Draftsman	\$ 120.00 / hr
Technician / Clerical	\$ 75.00 / hr

PRINTING AND REPRODUCTION COSTS

	11x17	18x24	24x36	30x42
Prints on Bond	\$1.25/sheet	\$2.50/sheet	\$5.00/sheet	\$7.50/sheet
Prints on Vellum	\$1.87/sheet	\$3.75/sheet	\$7.50/sheet	\$12.00/sheet

All letter or legal size photocopy jobs will be billed at Cost + 20%.

Setup and creation of PDF files for distribution on CD or email will be billed hourly plus \$5 per drawing. (\$40 minimum charge)

All postage and delivery fees will be billed at Cost + 20%.

OPTIONAL ADDITIONAL SERVICES

All tasks listed below are to be billed hourly as per the rates above – unless otherwise specified within the proposal. The greater of the calculated total hourly cost or the minimum fee noted below will apply. All additional costs noted are added after fee is calculated. Other tasks not listed below will be billed hourly as per the rates above with no minimum fees.

Specific Task to be Performed	Minimum	Additional Costs / Notes
Preparation of displays and testimony for Board Hearings and Municipal Meetings	\$250.00	
Filling out and Coordinating Application Forms and Checklists for Municipal Boards	\$400.00	Plus submission reproduction fees
Preparation and Sending of Notices to Property Owners and Noticing to Newspaper	\$250.00	Plus postage and advertisement fees
Professional Attendance at Municipal Board Hearing (regardless of application being heard by the Board)	\$625.00	Time billed at Principal Architect rate
Coordination and acquisition of Building Permit Denial from Municipal Building Department	\$250.00	
Coordination and Meeting with Municipal Officials from any Municipal Department	\$350.00	
Provide Compliance Reports for Energy Code Analysis for submission to Municipal Building Department	\$450.00	
On-site Structural Observation and Certified Report for submission to Municipal Building Department	\$625.00	No drawings included in price

Client's initials _____

Fox Architectural Design, PC Standard Terms and Conditions

2014

For the purposes of these Terms and Conditions, Fox Architectural Design, PC shall be hereafter referred to as the ARCHITECT. The individual or entity entering into this Contract with the ARCHITECT shall be hereafter referred to as the CLIENT.

INVOICING AND PAYMENTS

ADDITIONAL COSTS. Anticipated additional costs beyond the proposed project price in the contract may include, but are not limited to, agreed upon specific additional services, all prints of drawings (progress, preliminary or final), copies of drawings (progress, preliminary or final), postage fees, delivery fees, mileage reimbursements, insurance surcharge fees, late payment fees, and any other reasonable fees or costs associated with the development and progress of this project.

INVOICES. Full payment of all invoices is due immediately upon receipt. No signed and sealed documents will be issued until all project payments to the issuance date are current. After thirty (30) days, an outstanding invoice will be subject to an interest charge of 1.5% per month. The CLIENT shall have fifteen (15) days from the invoice date to contact the ARCHITECT concerning any questions on the amount of billings. Failure to contact the ARCHITECT within this period shall be considered as acceptance of the submitted billing. The CLIENT expressly acknowledges that the payment of the ARCHITECT's invoices is not contingent upon receipt by the CLIENT of funds from outside sources. The CLIENT shall pay all attorney's fees, out-of-pocket expenses, and other reasonable costs incurred by the ARCHITECT in collecting on delinquent accounts.

SUSPENSION. The ARCHITECT reserves the right to cease providing services due to any delinquency of payment beyond thirty-five (35) days of any invoice for any services performed for the CLIENT. The ARCHITECT shall have no obligation to provide notice prior to such a suspension. During the period of suspension, the CLIENT may not use, distribute, or in any way receive benefit from any deliverable for which payment is overdue. The ARCHITECT assumes no responsibility or liability for difficulties, damages or delays caused by nonpayment for services. This is not a termination of the original contract – it is a temporary suspension during the contract.

LIENS. The New Jersey Construction Lien Law allows liens to be placed upon properties due to the nonpayment of professional service bills. Acceptance of this agreement will also constitute agreement by the parties to the voluntary placement of a lien pursuant to said act on any invoice outstanding more than fifteen (15) days regardless of any other requirements of said act or any other act.

PROJECT PROGRESS. The fees quoted in this proposal are contingent upon the timely progression of phases outlined herein. If the CLIENT holds up the project at any time for a period of more than three calendar months, the ARCHITECT will perform a reexamination of the original contract. If it is found that the original fees need to be renegotiated, then an updated proposal will be sent to the CLIENT for approval.

RETAINERS. Retainers received at the commencement of projects will be credited to the final invoice.

REIMBURSIBLES. All expenses incurred by the ARCHITECT related to the CLIENT's project will be billed Cost plus 20%, in addition to the professional services fees outlined in this Contract.

GENERAL CONDITIONS

CONTRACT. Where a separate Agreement is not executed, the written Proposal and these Terms and Conditions will serve as a Contract for the professional services outlined herein. Initialing of the Terms and Conditions shall indicate acceptance.

SCOPE. The CLIENT acknowledges that the ARCHITECT's contractual obligations, and/or professional liabilities, are understood to be limited to those services expressly included in the scope of work outlined in this Contract or Proposal. If there is a change in the scope agreed to in the original Contract, then the ARCHITECT shall provide written notice to the CLIENT outlining the necessary modifications to the original Contract.

PROPOSAL ACCEPTANCE. This proposal is valid for a period of fourteen (14) days from the date on the proposal, after which the ARCHITECT has the right to review and revise the fees, timeframe, and other terms and conditions specified herein.

CLIENT. The individual(s) executing this Contract, hereafter referred to as the CLIENT, represent that they have the authority to enter into this Agreement. If the CLIENT is acting on behalf of a partnership, corporation, or funding agency, then they represent that they have the authority to bind that entity to this Agreement, or they accept personal liability for all claims.

ASSIGNMENT. Neither the CLIENT nor ARCHITECT shall assign or transfer any rights or interest in this Agreement to any other party except with the prior written permission of the other.

PRIME PROFESSIONAL. The ARCHITECT can serve as the CLIENT's prime design professional and representative for the project providing professional consultation and advice. With the CLIENT's consent, the ARCHITECT may employ other consultants for the CLIENT as deemed necessary to assist in the performance or furnishing of the professional services outlined herein.

CONSULTANTS. The ARCHITECT is not authorized to bind any other consultants to any agreements and/or obligations to the CLIENT except as specifically outlined herein. The ARCHITECT will not be held accountable or responsible for the performance of other consultants, nor shall the ARCHITECT be accountable for CLIENT obligations to others.

ACTS BY OTHERS. The ARCHITECT shall be considered indemnified by the CLIENT from any acts performed by anyone other than the ARCHITECT's own employees or agents. The ARCHITECT shall not be responsible for the acts or omissions of the CLIENT, any contractor, sub-contractor, or supplier, or any of the agents or employees thereof.

STANDARD OF CARE. The standard of care for all professional architectural and related services performed or provided by the ARCHITECT under this Contract will be the care and skill ordinarily used by members of the ARCHITECT's profession, practicing under similar conditions at the same time and in the same locality. The ARCHITECT makes no warranties, express or implied, under this Agreement or otherwise, in connection with the ARCHITECT's services.

CLIENT HELD HARMLESS. The ARCHITECT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees (collectively, CLIENT) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ARCHITECT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ARCHITECT is legally liable.

ARCHITECT HELD HARMLESS. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ARCHITECT, its officers, directors and employees (collectively, ARCHITECT) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

LIABILITY BETWEEN PARTIES. The CLIENT and the ARCHITECT shall not be liable to each other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by either party or their affiliations, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, omission, or negligent act.

LIMITATION AND EXTENT OF LIABILITY. To the maximum extent permitted by law, the CLIENT agrees to limit the ARCHITECT's liability to the total dollar value of the contract for all proven injuries, damages, claims, losses, costs, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Any claims that are to be held in court against the ARCHITECT shall have their proceedings in the Morris County, New Jersey court system.

SEVERABILITY. If any term, condition or provision of this Contract is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms, conditions and provisions of this Agreement shall remain in full force and effect.

TERMINATION OF CONTRACT. Either party may terminate this Agreement with seven (7) days written notice if there is a breach by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. If this Agreement is terminated, the ARCHITECT will be paid for all services performed up to and including the termination date as per the Standard Fee Schedule, and for all reimbursable expenses.

Client's initials _____

CODES AND ORDINANCES

CODES. The work performed by the ARCHITECT will be in accordance with the applicable building codes adopted by the State at the time of the project. If during the course of the project, the codes change or new codes are adopted that may affect the project, then the ARCHITECT will notify the CLIENT regarding the code change. It will be necessary to review and/or change portions of the completed work to conform to the new codes. If changes are needed, then the ARCHITECT will notify the CLIENT and estimate the fee required to make said changes. The ARCHITECT accepts no responsibility for changes in codes, ordinances, administrative procedures, construction costs, or market conditions as they may affect the project.

RESIDENTIAL ENERGY CODES. Unless otherwise stated in the Contract, demonstration of energy code conformance for residential projects will be performed utilizing energy code design analysis software. This analysis, and the creation of the resulting design conformance certificate required for permit submittal, will be addressed as a separate line item on the schedule of fees. Depending on the complexity of the building, it may be necessary to create multiple analyses, and/or to modify the design or construction drawings to achieve conformance. Additional analyses and/or exploration of design modifications will be billed additional as an hourly fee in accordance with the Standard Fee Schedule.

COMMERCIAL ENERGY CODES. Unless otherwise stated in the Contract, demonstration of energy code conformance for commercial projects will not be provided as part of the basic architectural services. The CLIENT may request that the ARCHITECT demonstrate energy code conformance using design software, for an additional hourly fee in accordance with the Standard Fee Schedule.

BEFORE, DURING AND AFTER CONSTRUCTION

PROJECT ACCESS. The CLIENT shall provide the ARCHITECT, its employees, directors, officers, agents, and subconsultants, unobstructed access to the project site owned by the CLIENT and/or others in order for the ARCHITECT to fulfill its scope of services outlined in the Contract. Non-destructive methods are normally utilized, however, if destructive methods are required to ascertain information, the ARCHITECT will notify the CLIENT and await written approval from the CLIENT to perform the investigation. The ARCHITECT will not be responsible for clean up after destructive investigation or for the restoration of affected areas to the original condition.

CONSTRUCTION ADMINISTRATION. The CLIENT acknowledges that it is customary for the ARCHITECT, who is responsible for the construction documents, to be retained to provide services during the bidding and construction phases of the project minimally at the times specified in the proposal. If the ARCHITECT is not retained to provide such professional services, then the CLIENT agrees and acknowledges that the ARCHITECT will not be responsible for, and the CLIENT shall indemnify and hold the ARCHITECT harmless from all claims, damages, losses, and expenses (including attorney's fees) arising out of, or resulting from, any interpretation, clarification, substitution, acceptance, shop drawing, or sample approval or modification of such documentation issues or carried out by the CLIENT or contractor.

SHOP DRAWINGS. The CLIENT or contractor acknowledges that the act of forwarding any shop drawings to the ARCHITECT constitutes the pre-approval and acceptance of those shop drawings by the CLIENT or contractor. This includes, but is not limited to, checking the shop drawing's general conformance with the construction documents, and the verification on-site of any potential conflicts, performance issues, or measurements that may affect the work, or other related or adjacent work.

AS-BUILT DRAWINGS. If as part of the contract the ARCHITECT is retained to provide As-Built or Record of Construction Drawings, the CLIENT acknowledges that it is the CLIENT or their contractor who is in the position to control the accuracy and completeness of the information that may be needed to prepare said documents. The ARCHITECT can only be responsible for completeness and accuracy of measurements directly made by the ARCHITECT. The CLIENT or the contractor shall provide the ARCHITECT with a marked up set of plans and specifications showing any significant changes in the work made by the contractor or sub-contractors during the construction of the project. These changes shall be measured and/or recorded with an appropriate level of accuracy.

PERMITS AND ENGINEERING. The CLIENT or contractor will pay for all permit fees and for any special engineering work deemed necessary during the duration of the project.

SITE SAFETY. The ARCHITECT in no instance is to be responsible for means and methods of performance of the work, supervision, sequencing of construction, or safety in, on, or about the project site, nor shall the ARCHITECT have the authority to direct or stop the work of the CLIENT, its contractors, agents, or employees. The CLIENT represents that they have specifically assigned the responsibility for site safety to others.

PHOTOGRAPHS. The ARCHITECT shall have the right to include photographic or artistic representations of the design of the project among the ARCHITECT's promotional and professional materials. The ARCHITECT shall be given reasonable access to the completed project to make such representations. However, the ARCHITECT's materials shall not include the CLIENT's confidential or proprietary information if the CLIENT has previously advised the ARCHITECT in writing of the specific information considered by the CLIENT to be confidential or proprietary. The CLIENT shall provide professional credit for the ARCHITECT in the CLIENT's promotional materials for the project.

DOCUMENTS

INFORMATION. The CLIENT shall provide the ARCHITECT with the relevant information possessed by the CLIENT, or the CLIENT's consultants or contractors, required to perform the professional services outlined herein. The ARCHITECT will rely on that provided information to be accurate and complete. The CLIENT acknowledges that the ARCHITECT will not be responsible to certify the accuracy, completeness, or sufficiency of the information provided by others. The ARCHITECT will be held harmless for any claim, liability, or cost (including attorney's fees and costs of defense) for injury or loss arising, or allegedly arising, from errors, omissions, or inaccuracies in documents or other information provided by the CLIENT to the ARCHITECT.

RELEASE AND USAGE. Documents will be released to the CLIENT upon receipt of all payments due. The documents being provided are for the sole use of the CLIENT at the designated project site and may not be reused for other individuals or locations. The ARCHITECT shall not be held responsible for misuse, misinterpretation, or misapplication of documents.

CERTIFICATION. Drawings from the ARCHITECT are not valid unless both the signature and the embossed seal of the ARCHITECT appear on the prints. Alterations, erasures, revisions, or additions made to the ARCHITECT's drawings by any other party will invalidate those documents.

INSTRUMENTS OF SERVICE. All design and construction documents, including but not limited to, drawings and specifications, prepared by the ARCHITECT are considered instruments of service and are the ARCHITECT's property and are protected by Copyright Law. Prints or copies of documents requested by the CLIENT will be furnished upon receipt of payment for all billed services and reimbursable fees.

DELIVERABLES. For building construction drawings, the ARCHITECT will provide the CLIENT with three (3) sets of final documents at the completion of the project, of which two (2) will be signed and sealed for permit submission to the municipality - ALL sets will be billed on the construction documents invoice. For site or zoning drawings, the ARCHITECT will provide the CLIENT with the municipality's required number of final drawing sets at the completion of the project phase, all of which will be signed and sealed for submission, plus one (1) copy for the CLIENT's records - all sets will be billed on the site/zoning documents invoice. The client can request, in writing (email acceptable), additional copies of drawings beyond what is noted above. All progress prints, all design prints, all interim prints, all final prints, all site prints, all zoning prints, and all additional prints will be billed in accordance with the printing and reproduction rates listed on the Standard Fee Schedule. All postage and delivery fees associated with the project will be billed as a reimbursable.

ELECTRONIC INFORMATION

ELECTRONIC DOCUMENTS. Computer files of documents can be provided, for a fee, subject to certain conditions and fees provided, unless otherwise stated in this Contract.

USAGE. The computer files that may be provided are Instruments of Service and are not products. They shall not be utilized for additions or modifications to the project, or for any other project, without the express written consent of the ARCHITECT. The delivery of these computer files is not to be construed as a warranty or guarantee to any party that all dimensions and details are exact. Nor does the delivery of these computer files imply the review and approval by the ARCHITECT for use by others without the express written consent of the ARCHITECT. The information provided may be partial, therefore it is the sole responsibility of the CLIENT to verify and correspond it with the full scope of the project.

RISK OF USAGE. The use of the computer files, or any portion thereof, without the participation of the ARCHITECT will be at the sole risk of the user and without any liability or legal exposure to the ARCHITECT. The user of the computer files shall be solely liable to verify the accuracy of the computer files and shall indemnify and hold harmless the ARCHITECT from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of the unauthorized reuse of drawings, specifications, data, or other Instruments of Service.

HARD COPIES. The CLIENT acknowledges that the hard copies of the computer files that are signed and sealed by the ARCHITECT will supercede the computer files regarding any differences or discrepancies between the two. The CLIENT will immediately compare the hard copies and the computer files, and any damage, differences or discrepancies shall be brought to the attention of the ARCHITECT within thirty (30) days of receipt for a replacement at no additional charge. The ARCHITECT will not be responsible for any replacing of lost, damaged, or erroneous computer files beyond said data.

COPYRIGHT. The computer files and hard copies including, but not limited to, design concepts, construction drawings, and details are proprietary and confidential copyrighted material which has been prepared for the CLIENT for a specific purpose. This data shall not be copied, distributed, or altered in any way without the express written consent of the ARCHITECT.

Client's initials _____



(973) 970-9355; Fax (973) 970-9356

546 State Route 10 West, Ledgewood, NJ, 07852

Revised June 16, 2014
Revised October 15, 2013
Revised October 10, 2013

June 16, 2014

John Whitehead, Superintendent
Department of Public Works
Borough of Kinnelon
130 Kinnelon Road
Kinnelon, NJ 07405

Via U.S. Mail and email: jwhitehead@kinnelonboro.org

Re: Addition and Renovation to DPW Garage
Rebid and Change of Building Type - Borough of Kinnelon
Architectural file no. 13096

Dear John:

It was too bad that the bids for your desired project came in significantly higher than your budget had allowed for. I know that the overall project, especially the service bays, is something that is desperately needed by your department. I look forward to assisting you in getting this rebid and working towards a successful construction project.

This letter is to provide a change to our original contract. You will note herein that I revised the type of construction necessary and will utilize the schematic designs that we had previously utilized in the projects.

SCOPE OF PROJECT (Revised)

We will be utilizing the same design we had previously although we are looking at eliminating the front portion of the building and limiting the construction to:

- a) The new garage addition
- b) The renovation of the existing garage

The following is a general outline of the scope of your project that we discussed without getting into every minor detail:

- ❖ We will re-design a 120' x 70' pre-engineered steel frame building to be attached to your existing truck bays. The pre-engineered steel building contractor will be responsible for all steel design and foundations.

- ❖ We will provide the necessary drawings for a design/build bid process.
- ❖ A mezzanine will also be provided within the drive-thru truck bays. We will provide a layout for this and it will be included in the design/build aspect of the bidding. We will provide this as an alternate.
- ❖ We will provide improvements to the existing truck bays as necessary.
- ❖ It is understood that the monitoring wells will be abandoned.
- ❖ This will include the design necessary for heating the drive-thru truck bays and providing new heat in existing bays. No HVAC is proposed in the existing front office spaces. No new mechanicals are anticipated in the existing truck bays.
- ❖ The truck bays will pitch to a center trench drain and an oil separator system will be specified for this. This system will be provided as an alternate.

Phase I –Schematic Design

We will utilize the previous design and eliminate all the work up front. We will adjust the location of the bays based on our understanding of the structural costs that were involved in underpinning the existing building. We will attempt to make the design, similar to the original, understanding that we are allowed to push it forward or back a few feet.

We will provide the revised schematic design for the municipality and upon your approval we will move forward with the following Phases:

Phase II - Construction Documents

Upon final design document approval by the Municipality, we will provide architectural Construction Documents and building specifications for competitive bidding by the Borough of Kinnelon. These documents will include detailed drawings, plans, sections and elevations and construction specifications. The drawings will contain the information necessary for competitive bidding.

We will only include those aspects of the project that were included in the design document phase. We will provide alternates on certain construction elements in order to provide separate prices. Upon acquisition of the bids, we can analyze these portions of the project that are to be selected, and determine with the municipality that which is to be awarded.

If, for any reason, bids are rejected, then all work subsequent to the first bid will be bid as per our enclosed hourly Fee Schedule or by means of a second proposal. All work performed to date shall be paid for as complete at this time.

Phase III – Bidding

We will prepare a bid request, answer contractor's questions during the bidding process, and attend a pre-bid conference and assist the Municipality in reviewing competitive bids received.

Phase IV – Contract Administration

During the construction of the project, I believe it is important to coordinate with the builder the desires of the owner and the intricacies of construction techniques. I can, therefore, be your liaison to the builder in making sure that the project is being built according to the contract documents. Generally, the responsibility shall be as follows: (Representative of Fox Architectural Design to be herein known as "the architect.")

1. The Architect's responsibility to provide basic services for the construction phase under this Agreement commences with the acceptance of this proposal and terminates at the earlier of the issuance to the Owner of the final certificate for payment or 60 days after the date of substantial completion of the work.
2. The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final completion of the work and (2) as an Additional service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.
3. The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work.
4. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the contract documents.
5. The Architect shall, at all times, have access to the Work wherever it is in preparation or progress.

6. The Architect shall have authority to reject Work, which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for Implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.
7. The Architect shall review and approve or take other appropriate action upon contractor's submittals such as Shop Drawings, Product Data and Samples, and Applications for Payments but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. We are not providing interior decorating services. This will be completed by the Municipality.
8. We will review the placement, installation of all equipment and furniture as specified as part of this project.
9. The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents. This will be considered an additional service and will be billed as per the Fee Schedule.

I anticipate that the construction of this building will take six months. If this extends longer, then additional fees will be necessary. I am basing this proposal on an approximate site inspection schedule of once every two weeks. It is anticipated that Applications for Payment, construction progress meetings will occur simultaneously. There will be portions of the project, which will be inspected more often, and at times the project will be inspected less often.

Professional Fees

Phase I - Schematic Re-Design.....	\$ 4,500.00
Phase II - Construction Documents	
DPW Building – Steel Frame Construction	
Architectural and specifications.....	\$ 5,200.00
MEP (Revisions)	\$ 2,500.00
Phase III – Bidding.....	\$ 2,400.00
Phase IV – Contract Administration.....	\$ 5,000.00
Structural (for review of Steel Frame)....	\$ 5,500.00

Upon your approval of this proposal, I can begin on the project immediately.

If this proposal meets with your approval, please sign one copy, initial each page at the bottom, and we will develop an AIA Contract or other contract documents and would look forward to receiving a Purchase Order.

We are very pleased to be able to provide this proposal. We are excited to be involved with this project. We are committed to the project in an expeditious and cost efficient manner. We are members of the project team. If this proposal is accepted, please forward us for our records so that we can proceed. We are

25100

SS

Very truly yours,

Kenneth J. Fox, AIA

Signature

Date

Fox Architectural Design, PC
Standard Fee Schedule:
 2014

PERSONNEL HOURLY BILLING

Please note that the following fees are not attributed to 'Fixed Fee' proposals unless there is a change in the scope of a project, at which time you will be notified requesting authorization prior to the expenditure of billable time.

Principal Architect	\$ 210.00 / hr
Project Architect	\$ 170.00 / hr
Engineer	\$ 155.00 / hr
Designer	\$ 150.00 / hr
Draftsman	\$ 120.00 / hr
Technician / Clerical	\$ 75.00 / hr

PRINTING AND REPRODUCTION COSTS

	11x17	18x24	24x36	30x42
Prints on Bond	\$1.25/sheet	\$2.50/sheet	\$5.00/sheet	\$7.50/sheet
Prints on Vellum	\$1.87/sheet	\$3.75/sheet	\$7.50/sheet	\$12.00/sheet

All letter or legal size photocopy jobs will be billed at Cost + 20%.

Setup and creation of PDF files for distribution on CD or email will be billed hourly plus \$5 per drawing. (\$40 minimum charge)

All postage and delivery fees will be billed at Cost + 20%.

OPTIONAL ADDITIONAL SERVICES

All tasks listed below are to be billed hourly as per the rates above – unless otherwise specified within the proposal. The greater of the calculated total hourly cost or the minimum fee noted below will apply. All additional costs noted are added after fee is calculated. Other tasks not listed below will be billed hourly as per the rates above with no minimum fees.

Specific Task to be Performed	Minimum	Additional Costs / Notes
Preparation of displays and testimony for Board Hearings and Municipal Meetings	\$250.00	
Filling out and Coordinating Application Forms and Checklists for Municipal Boards	\$400.00	Plus submission reproduction fees
Preparation and Sending of Notices to Property Owners and Noticing to Newspaper	\$250.00	Plus postage and advertisement fees
Professional Attendance at Municipal Board Hearing (regardless of application being heard by the Board)	\$625.00	Time billed at Principal Architect rate
Coordination and acquisition of Building Permit Denial from Municipal Building Department	\$250.00	
Coordination and Meeting with Municipal Officials from any Municipal Department	\$350.00	
Provide Compliance Reports for Energy Code Analysis for submission to Municipal Building Department	\$450.00	
On-site Structural Observation and Certified Report for submission to Municipal Building Department	\$625.00	No drawings included in price

Client's initials _____

Fox Architectural Design, PC
Standard Terms and Conditions
 2014

For the purposes of these Terms and Conditions, Fox Architectural Design, PC shall be hereafter referred to as the ARCHITECT. The individual or entity entering into this Contract with the ARCHITECT shall be hereafter referred to as the CLIENT.

INVOICING AND PAYMENTS

ADDITIONAL COSTS. Anticipated additional costs beyond the proposed project price in the contract may include, but are not limited to, agreed upon specific additional services, all prints of drawings (progress, preliminary or final), copies of drawings (progress, preliminary or final), postage fees, delivery fees, mileage reimbursements, insurance surcharge fees, late payment fees, and any other reasonable fees or costs associated with the development and progress of this project.

INVOICES. Full payment of all invoices is due immediately upon receipt. No signed and sealed documents will be issued until all project payments to the Issuance date are current. After thirty (30) days, an outstanding invoice will be subject to an interest charge of 1.5% per month. The CLIENT shall have fifteen (15) days from the invoice date to contact the ARCHITECT concerning any questions on the amount of billings. Failure to contact the ARCHITECT within this period shall be considered as acceptance of the submitted billing. The CLIENT expressly acknowledges that the payment of the ARCHITECT's invoices is not contingent upon receipt by the CLIENT of funds from outside sources. The CLIENT shall pay all attorney's fees, out-of-pocket expenses, and other reasonable costs incurred by the ARCHITECT in collecting on delinquent accounts.

SUSPENSION. The ARCHITECT reserves the right to cease providing services due to any delinquency of payment beyond thirty-five (35) days of any invoice for any services performed for the CLIENT. The ARCHITECT shall have no obligation to provide notice prior to such a suspension. During the period of suspension, the CLIENT may not use, distribute, or in any way receive benefit from any deliverable for which payment is overdue. The ARCHITECT assumes no responsibility or liability for difficulties, damages or delays caused by nonpayment for services. This is not a termination of the original contract – it is a temporary suspension during the contract.

LIENS. The New Jersey Construction Lien Law allows liens to be placed upon properties due to the nonpayment of professional service bills. Acceptance of this agreement will also constitute agreement by the parties to the voluntary placement of a lien pursuant to said act on any invoice outstanding more than fifteen (15) days regardless of any other requirements of said act or any other act.

PROJECT PROGRESS. The fees quoted in this proposal are contingent upon the timely progression of phases outlined herein. If the CLIENT holds up the project at any time for a period of more than three calendar months, the ARCHITECT will perform a reexamination of the original contract. If it is found that the original fees need to be renegotiated, then an updated proposal will be sent to the CLIENT for approval.

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CLIENT. The individual(s) executing this Contract, hereafter referred to as the CLIENT, represent that they have the authority to enter into this Agreement. If the CLIENT is acting on behalf of a partnership, corporation, or funding agency, then they represent that they have the authority to bind that entity to this Agreement, or they accept personal liability for all claims.

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CLIENT HELD HARMLESS. The ARCHITECT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees (collectively, CLIENT) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ARCHITECT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ARCHITECT is legally liable.

ARCHITECT HELD HARMLESS. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ARCHITECT, its officers, directors and employees (collectively, ARCHITECT) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

LIABILITY BETWEEN PARTIES. The CLIENT and the ARCHITECT shall not be liable to each other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by either party or their affiliations, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, omission, or negligent act.

LIMITATION AND EXTENT OF LIABILITY. To the maximum extent permitted by law, the CLIENT agrees to limit the ARCHITECT's liability to the total dollar value of the contract for all proven injuries, damages, claims, losses, costs, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Any claims that are to be held in court against the ARCHITECT shall have their proceedings in the Morris County, New Jersey court system.

SEVERABILITY. If any term, condition or provision of this Contract is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms, conditions and provisions of this Agreement shall remain in full force and effect.

TERMINATION OF CONTRACT. Either party may terminate this Agreement with seven (7) days written notice if there is a breach by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. If this Agreement is terminated, the ARCHITECT will be paid for all services performed up to and including the termination date as per the Standard Fee Schedule, and for all reimbursable expenses.

Client's initials _____

CODES AND ORDINANCES

CODES. The work performed by the ARCHITECT will be in accordance with the applicable building codes adopted by the State at the time of the project. If during the course of the project, the codes change or new codes are adopted that may affect the project, then the ARCHITECT will notify the CLIENT regarding the code change. It will be necessary to review and/or change portions of the completed work to conform to the new codes. If changes are needed, then the ARCHITECT will notify the CLIENT and estimate the fee required to make said changes. The ARCHITECT accepts no responsibility for changes in codes, ordinances, administrative procedures, construction costs, or market conditions as they may affect the project.

RESIDENTIAL ENERGY CODES. Unless otherwise stated in the Contract, demonstration of energy code conformance for residential projects will be performed utilizing energy code design analysis software. This analysis, and the creation of the resulting design conformance certificate required for permit submittal, will be addressed as a separate line item on the schedule of fees. Depending on the complexity of the building, it may be necessary to create multiple analyses, and/or to modify the design or construction drawings to achieve conformance. Additional analyses and/or exploration of design modifications will be billed additional as an hourly fee in accordance with the Standard Fee Schedule.

COMMERCIAL ENERGY CODES. Unless otherwise stated in the Contract, demonstration of energy code conformance for commercial projects will not be provided as part of the basic architectural services. The CLIENT may request that the ARCHITECT demonstrate energy code conformance using design software, for an additional hourly fee in accordance with the Standard Fee Schedule.

BEFORE, DURING AND AFTER CONSTRUCTION

PROJECT ACCESS. The CLIENT shall provide the ARCHITECT, its employees, directors, officers, agents, and subconsultants, unobstructed access to the project site owned by the CLIENT and/or others in order for the ARCHITECT to fulfill its scope of services outlined in the Contract. Non-destructive methods are normally utilized, however, if destructive methods are required to ascertain information, the ARCHITECT will notify the CLIENT and await written approval from the CLIENT to perform the investigation. The ARCHITECT will not be responsible for clean up after destructive investigation or for the restoration of affected areas to the original condition.

CONSTRUCTION ADMINISTRATION. The CLIENT acknowledges that it is customary for the ARCHITECT, who is responsible for the construction documents, to be retained to provide services during the bidding and construction phases of the project minimally at the times specified in the proposal. If the ARCHITECT is not retained to provide such professional services, then the CLIENT agrees and acknowledges that the ARCHITECT will not be responsible for, and the CLIENT shall indemnify and hold the ARCHITECT harmless from all claims, damages, losses, and expenses (including attorney's fees) arising out of, or resulting from, any interpretation, clarification, substitution, acceptance, shop drawing, or sample approval or modification of such documentation issues or carried out by the CLIENT or contractor.

SHOP DRAWINGS. The CLIENT or contractor acknowledges that the act of forwarding any shop drawings to the ARCHITECT constitutes the pre-approval and acceptance of those shop drawings by the CLIENT or contractor. This includes, but is not limited to, checking the shop drawing's general conformance with the construction documents, and the verification on-site of any potential conflicts, performance issues, or measurements that may affect the work, or other related or adjacent work.

AS-BUILT DRAWINGS. If as part of the contract the ARCHITECT is retained to provide As-Built or Record of Construction Drawings, the CLIENT acknowledges that it is the CLIENT or their contractor who is in the position to control the accuracy and completeness of the information that may be needed to prepare said documents. The ARCHITECT can only be responsible for completeness and accuracy of measurements directly made by the ARCHITECT. The CLIENT or the contractor shall provide the ARCHITECT with a marked up set of plans and specifications showing any significant changes in the work made by the contractor or sub-contractors during the construction of the project. These changes shall be measured and/or recorded with an appropriate level of accuracy.

PERMITS AND ENGINEERING. The CLIENT or contractor will pay for all permit fees and for any special engineering work deemed necessary during the duration of the project.

SITE SAFETY. The ARCHITECT in no instance is to be responsible for means and methods of performance of the work, supervision, sequencing of construction, or safety in, on, or about the project site, nor shall the ARCHITECT have the authority to direct or stop the work of the CLIENT, its contractors, agents, or employees. The CLIENT represents that they have specifically assigned the responsibility for site safety to others.

PHOTOGRAPHS. The ARCHITECT shall have the right to include photographic or artistic representations of the design of the project among the ARCHITECT's promotional and professional materials. The ARCHITECT shall be given reasonable access to the completed project to make such representations. However, the ARCHITECT's materials shall not include the CLIENT's confidential or proprietary information if the CLIENT has previously advised the ARCHITECT in writing of the specific information considered by the CLIENT to be confidential or proprietary. The CLIENT shall provide professional credit for the ARCHITECT in the CLIENT's promotional materials for the project.

DOCUMENTS

INFORMATION. The CLIENT shall provide the ARCHITECT with the relevant information possessed by the CLIENT, or the CLIENT's consultants or contractors, required to perform the professional services outlined herein. The ARCHITECT will rely on that provided information to be accurate and complete. The CLIENT acknowledges that the ARCHITECT will not be responsible to certify the accuracy, completeness, or sufficiency of the information provided by others. The ARCHITECT will be held harmless for any claim, liability, or cost (including attorney's fees and costs of defense) for injury or loss arising, or allegedly arising, from errors, omissions, or inaccuracies in documents or other information provided by the CLIENT to the ARCHITECT.

RELEASE AND USAGE. Documents will be released to the CLIENT upon receipt of all payments due. The documents being provided are for the sole use of the CLIENT at the designated project site and may not be reused for other individuals or locations. The ARCHITECT shall not be held responsible for misuse, misinterpretation, or misapplication of documents.

CERTIFICATION. Drawings from the ARCHITECT are not valid unless both the signature and the embossed seal of the ARCHITECT appear on the prints. Alterations, erasures, revisions, or additions made to the ARCHITECT's drawings by any other party will invalidate those documents.

INSTRUMENTS OF SERVICE. All design and construction documents, including but not limited to, drawings and specifications, prepared by the ARCHITECT are considered instruments of service and are the ARCHITECT's property and are protected by Copyright Law. Prints or copies of documents requested by the CLIENT will be furnished upon receipt of payment for all billed services and reimbursable fees.

DELIVERABLES. For building construction drawings, the ARCHITECT will provide the CLIENT with three (3) sets of final documents at the completion of the project, of which two (2) will be signed and sealed for permit submission to the municipality – ALL sets will be billed on the construction documents invoice. For site or zoning drawings, the ARCHITECT will provide the CLIENT with the municipality's required number of final drawing sets at the completion of the project phase, all of which will be signed and sealed for submission, plus one (1) copy for the CLIENT's records – all sets will be billed on the site/zoning documents invoice. The client can request, in writing (email acceptable), additional copies of drawings beyond what is noted above. All progress prints, all design prints, all interim prints, all final prints, all site prints, all zoning prints, and all additional prints will be billed in accordance with the printing and reproduction rates listed on the Standard Fee Schedule. All postage and delivery fees associated with the project will be billed as a reimbursable.

ELECTRONIC INFORMATION

ELECTRONIC DOCUMENTS. Computer files of documents can be provided, for a fee, subject to certain conditions and fees provided, unless otherwise stated in this Contract.

USAGE. The computer files that may be provided are Instruments of Service and are not products. They shall not be utilized for additions or modifications to the project, or for any other project, without the express written consent of the ARCHITECT. The delivery of these computer files is not to be construed as a warranty or guarantee to any party that all dimensions and details are exact. Nor does the delivery of these computer files imply the review and approval by the ARCHITECT for use by others without the express written consent of the ARCHITECT. The information provided may be partial, therefore it is the sole responsibility of the CLIENT to verify and correspond it with the full scope of the project.

RISK OF USAGE. The use of the computer files, or any portion thereof, without the participation of the ARCHITECT will be at the sole risk of the user and without any liability or legal exposure to the ARCHITECT. The user of the computer files shall be solely liable to verify the accuracy of the computer files and shall indemnify and hold harmless the ARCHITECT from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of the unauthorized reuse of drawings, specifications, data, or other Instruments of Service.

HARD COPIES. The CLIENT acknowledges that the hard copies of the computer files that are signed and sealed by the ARCHITECT will supercede the computer files regarding any differences or discrepancies between the two. The CLIENT will immediately compare the hard copies and the computer files, and any damage, differences or discrepancies shall be brought to the attention of the ARCHITECT within thirty (30) days of receipt for a replacement at no additional charge. The ARCHITECT will not be responsible for any replacing of lost, damaged, or erroneous computer files beyond said date.

COPYRIGHT. The computer files and hard copies including, but not limited to, design concepts, construction drawings, and details are proprietary and confidential copyrighted material which has been prepared for the CLIENT for a specific purpose. This data shall not be copied, distributed, or altered in any way without the express written consent of the ARCHITECT.

Client's initials _____

RESOLUTION 7.17.14

AUTHORIZATION FOR HMR PROPERTIES
TO POST A RESTORATION BOND FOR
84 BOONTON AVENUE, KINNELON NEW JERSEY

WHEREAS, the Mayor and Council wishes to approve HMR Properties, LLC to post a Restoration Bond in lieu of an Performance Guarantee; and

WHEREAS, the cash Restoration Bond would be in the amount of \$25,000.00 in lieu of an Performance Guarantee.

NOW, THEREFORE BE IT RESOLVE, by the Mayor and Council of the Borough of Kinnelon hereby approve for HMR Properties to post a Restoration Bond for 84 Boonton Avenue in lieu of a Performance Guarantee in the amount of \$25,000.00.

Adopted: July 17, 2014


Robert W. Collins, Mayor

Attest:


Karen M. Iuele
Acting Borough Clerk

Dated: March 20, 2014

RESOLUTION 7.23.14
BOROUGH OF KINNELON
MORRIS COUNTY, NEW JERSEY

WHEREAS, the Borough of Kinnelon has authorized the refurbishment of 1991 Pierce Lance Pumper with a Six Person Cab, known as Fire Engine 22; and

WHEREAS, upon the completion of such specifications, the Deputy Borough Clerk has undertaken the public bidding process and has sought bids for the Engine Refurbishment; and

WHEREAS, bids were advertised for, and two bids were received in, Kinnelon Borough Hall for the Engine Refurbishment on July 8, 2014 at 10:00 AM; as follows:

- Bidder
- Pierce Manufacturing
- Lee's Emergency Equipment

WHEREAS, the only responsive bid was from Pierce Manufacturing, with a base bid amount was \$109,924.00, excluding \$8,260.00 in transport costs to the location of refurbishment services. Bids were also provided for 11 requested Alternates as well as a Bid for an unsolicited Alternate 12.

NOW THEREFORE BE IT RESOLVED that the Governing Body of the Borough of Kinnelon, County of Morris, State of New Jersey, awards the Engine Refurbishment Contract to the lowest bidder, Pierce Manufacturing, in the amount of \$109,924.00 (plus any applicable transport costs), and;

BE IT FURTHER RESOLVED that the Governing Body of the Borough of Kinnelon approves requested Alternates 1-11 in said Contract and hereby authorizes Mayor Robert Collins to sign said Contract and authorizes the Deputy Borough Clerk to attest to the same.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be mailed to Pierce Manufacturing, at 2600 American Drive, Appleton, Wisconsin 54912 upon signature of contract documents.

I hereby certify that this Resolution consisting of one page was adopted at a meeting of the Borough Council of the Borough of Kinnelon this day of July, 2014.

Karen Iuele, Deputy Borough Clerk

Robert Collins, Mayor

RESOLUTION 7. .14

AUTHORIZATION FOR MAYOR TO
SIGN MEMORANDUM OF UNDERSTANDING
FOR TRANSFER OF JURISDICTION WITHIN
THE IBEW UNION #164

WHEREAS, the Union #164 wishes to transfer jurisdiction within the International Brotherhood of Electrical Workers to the members to Local Union #1158, to become effective on July 1, 2014

WHEREAS, the Kinnelon Borough Council wishes to authorize the Mayor of the Borough of Kinnelon to sign the Memorandum of Understanding; and

NOW, THEREFORE BE IT RESLOVED, that Council of the Borough of Kinnelon authorizes Mayor Collins to sign the Memorandum of Understanding for the transfer of jurisdiction within the International Brotherhood of Electrical Workers of the members of Local Union #164 who are employed at the Borough of Kinnelon into Local Union #1158.

Dated: 07/17/14

Karen M. Iuele, Acting Borough Clerk

RESOLUTION 7. .14

AUTHORIZATION FOR MAYOR TO
SIGN MEMORANDUM OF UNDERSTANDING
FOR TRANSFER OF JURISDICTION WITHIN
THE IBEW UNION #164

WHEREAS, the Union #164 wishes to transfer jurisdiction within the International Brotherhood of Electrical Workers to the members to Local Union #1158, to become effective on July 1, 2014

WHEREAS, the Kinnelon Borough Council wishes to authorize the Mayor of the Borough of Kinnelon to sign the Memorandum of Understanding; and

NOW, THEREFORE BE IT RESLOVED, that Council of the Borough of Kinnelon authorizes Mayor Collins to sign the Memorandum of Understanding for the transfer of jurisdiction within the International Brotherhood of Electrical Workers of the members of Local Union #164 who are employed at the Borough of Kinnelon into Local Union #1158.

Dated: 07/17/14

Karen M. Iuele, Acting Borough Clerk

MEMORANDUM OF UNDERSTANDING

The transfer of jurisdiction within the International Brotherhood of Electrical Workers of the members of Local Union #164 who are employed at the Boro of Kinnelon, into Local Union #1158 will become effective on July 1, 2014. It is agreed that there will be no change in the Labor Agreement or the relationship between the parties with the exception of the change in the identifying number of the Local Union. The certified Union representing the employees of the employer will continue to be honored and the elected Union Chairmen and/or Stewards will continue to act as Union Representatives.



Name: _____

Name: Robert W. Collins

Title: _____

Title: Mayor

Local Union: _____

Employer: Borough of Kinnelon

Date: _____

Date: 7/17/14

RESOLUTION 7. 25 .14

AUTHORIZING THE ACCEPTANCE OF
THE FIRE PROTECTION TANK
EASEMENT FOR 15 PEACH TREE LANE
(Block 111, Lot 56904)

WHEREAS, the grant of Underground Water Storage Tank Easement was given by the Owner of 15 Peach Tree Lane (the "Property"), to the Borough of Kinnelon by way of document dated July 20, 2006, and recorded in the Morris County Clerk's Office in Book 20690, Page 1740 on December 12, 2006; and

WHEREAS, the Property is currently owned by Michael Moratto; and

WHEREAS, there is now a requirement to expand the fire protection tank easement; and

WHEREAS, the Grantor is desirous of granting said expanded and amended Easement to the Borough.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Kinnelon, County of Morris, State of New Jersey, that the Borough shall accept the Easement made by the Grantor, Michael Moratto, across 15 Peach Tree Lane in the Borough of Kinnelon, County of Morris, State of New Jersey, identified on the Official Tax Map of the Borough of Kinnelon as Lot 111, Block 56904.

BE IT FURTHER RESOLVED that all other terms of the original grant of Underground Water Storage Tank Easement dated July 20, 2006 shall remain in full force and effect. This resolution shall take effect immediately.

I, Karen M. Iuele, Deputy 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 a Resolution adopted by the Mayor and Council at a regular meeting of the Borough held on July 17, 2014.


Karen Iuele, Deputy Borough Clerk


Robert Collins, Mayor

CLOSED SESSION:

RESOLUTION TO GO INTO EXECUTIVE SESSION:

WHEREAS, the Open Public Meetings Act, P.L. 1975, Chapter 231 permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exist; and

WHEREAS, the Governing Body wishes to discuss;

Litigation
Property Acquisition
Resolution 7.24.14 Contracts

Minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public

NOW THEREFORE BE IT RESOLVED that the public be excluded from this meeting.

MOTION: Councilwoman C. Sventy

SECOND: Councilman S. Cobell

Roll Call:	J. Freda, Yes;	S. Cobell, Yes;
	D. O'Dougherty, Yes;	C. Sventy, Yes;
	G. Moleta; Yes;	C. Giantonio, Yes

Mayor Collins asked for a motion to go back in to open session;

MOTION: Councilman G. Moleta

SECOND: Councilman S. Cobell

Roll Call:	J. Freda, Yes;	S. Cobell, Yes;
	D. O'Dougherty, Yes;	C. Sventy, Yes;
	G. Moleta; Yes;	C. Giantonio, Yes

Mayor Collins asked for a motion on:

RESOLUTION 7.24.14 – Authorizing Mayor to Sign Transfer with in IBEW Local Union #164 to Local Union #1158

July 17, 2014

A motion was offered by Councilman S. Cobell and seconded by Councilman G. Moleta, the following resolution was offered for approval:

Roll Call:	J. Freda, Yes;	S. Cobell, Yes;
	D. O'Dougherty, Yes;	C. Sventy, Yes;
	G. Moleta, Yes;	C. Giantonio, Yes

ADJOURNMENT

This meeting adjourned at approximately 9:15 p.m. on motion by Councilman S. Cobell, with the unanimous affirmative voice vote of all present.

Respectfully submitted,

Karen M. Iuele, Acting Borough Clerk

Robert W. Collins, Mayor

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