



BOROUGH COUNCIL MEETING - JULY 10, 2023 AGENDA

Monday, July 10, 2023 at 7:00 PM

Online via Zoom

CALL TO ORDER - Mayor Davy

ROLL CALL - Borough Clerk - Betty Sterling

Angarone; Chandler; Gnatt; Marciante; Stern; Valenza; Mayor Davy

OPEN PUBLIC MEETINGS STATEMENT

Notice of this meeting has been given to the Hopewell Valley News, Trenton Times and was posted on the bulletin board at Borough Hall at 30 North Main Street and on the Borough website according to the regulations of the Open Public Meetings Act.

To receive news alerts, please visit the Borough's website and click on the "Subscribe to News & Alerts" button at the top of the page.

OPEN TO THE PUBLIC

The Meeting is now open to the public for comment. In an effort to provide everyone interested an opportunity to address his or her comments to the Governing Body, a public comment time limit has been instituted for each speaker. Please raise your hand and when the Borough Clerk acknowledges you state your name and address for the record. Please limit comments to the Governing Body to a maximum of 2 minutes.

MAYOR'S BUSINESS

- 1.** Great Western Bike Path
- 2.** Area in need of Redevelopment - Landfill - Jim Kyle
- 3.** NJDEP - Green Acres Letter
- 4.** Assemblyman Anthony Verelli Funding Request for Route 31 Water Main Repair
- 5.** Resignation - Elise Thompson - Parks and Recreation
- 6.** Resignation - Timothy Schwartz - Environmental Commission
- 7.** 2024 Reorganization Meeting

MAYOR'S APPOINTMENT

Yasmine Zein - Environmental Commission - Alternate #1 - Unexpired term ending December 31, 2024

Michael Abrahamson - Environmental Commission - Alternate #2 - Unexpired term ending December 31, 2023

APPOINTMENTS (WITH COUNCIL APPROVAL)

John Gasparine - Parks & Recreation - Unexpired Term ending December 31, 2023.

APPROVAL OF MINUTES

- 8.** Regular Meeting Minutes - June 5, 2023

COMMITTEE REPORTS

- 9. Planning & Zoning / Personnel / Economic Development** - Ms. Gnatt
- 10. Public Works / Open Space / Shade Tree** - Ms. Stern
- 11. Finance & Technology / Public Safety / Arboretum / Landfill** - Mrs. Chandler
- 12. Historic Preservation / Library** - Ms. Angarone
- 13. Parks & Recreation** - Mr. Marciante
- 14. Board of Health / Environmental Commission** - Mr. Valenza
- 15. Senior Advisory** - Mayor Davy

COUNCIL DISCUSSION

- 16.** Communication Plan Update (Kati/Nadine)

NEW BUSINESS

- 17.** Resolution 2023-7.2 - Resolution Authorizing Payment of Bills
- 18.** Resolution 2023-7.3 - Resolution to Request Amendment to the 2023 Adopted Budget (Chapter 159) to Insert a Special Item of Revenue and Appropriation for Stormwater Assistance Grant
- 19.** Resolution 2023-7.4 - Resolution Authorizing Takedown of Large Hazardous Limbs From Silver Maple Tree in the Exclosure Within the Arboretum and Authorizing the Use of Open Space Funds for this Purchase
- 20.** Resolution 2023-7.5 - Resolution Authorizing Grant Application for Improving the Condition of Roadway Infrastructure on Abey Drive, Mallard Drive and Queens Lane in the Borough and Further Authorizing Execution of a Grant Agreement with the New Jersey Department of Transportation Under the 2024 Municipal Aid Program
- 21.** Resolution 2023-7.6 - Resolution Authorizing A.C. Schultes to Perform Work Required on Improvements to Well #6 Through Cooperative Pricing System Agreement With The North Jersey Wastewater Cooperative Pricing System

- [22.](#) Resolution 2023-7.7 - Resolution Authorizing and Approving a Shared Services Agreement Between the Borough of Pennington and the Mercer County Improvement Authority for Curbside Collection of Recyclables for the Term of Five (5) Years Commencing on January 1, 2024 Through December 31, 2023
- [23.](#) Resolution 2023-7.8 - Resolution Authorizing Professional Services Agreement With Van Note Harvey Associates for Preparation of Boundary Survey in Connection With 417B South Main Street, Block 1002, Lot 12.02 on the Borough Tax Map and Further Authorizing the Use of Open Space Funds for These Services
- [24.](#) Resolution 2023-7.9 - Resolution Authorizing Agreement with LexisNexis Relating to Accident Reports
- [25.](#) Resolution 2023-7.10 - Resolution Expressing Pennington Borough's Requests to Mercer County Related to the Great Western Bike Path Through Pennington Borough
- [26.](#) Resolution 2023-7.11 - Resolution Granting Conditional Authorization for La Unica (Las Patatas De Rafa, LLC) to Maintain a Temporary Outdoor Dining Area in the Public Right-of-Way in 2023
- [27.](#) Resolution 2023-7.12 - Resolution Creating an Unpaid Internship for Yasmine Zein

PROFESSIONAL REPORTS

Borough Administrator - Donato Nieman

Borough Attorney - Walter Bliss

Borough Clerk - Betty Sterling

Chief Financial Officer - Sandy Webb

Chief of Police - Doug Pinelli

Beigene - Truck Update

Superintendent of Public Works - Rick Smith

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CLOSED SESSION

AT, PM, BE IT RESOLVED, that Mayor and Council shall hereby convene in closed session for the purposes of discussing a subject or subjects permitted to be discussed in closed session by the Open Public Meetings Act, to wit:

Contract Negotiations - American Properties

Personnel - Police Matter

Legal Matter - Beigene

Reorganization Meeting - Review of Professionals

AT, PM, Mayor and Council returned to open session.

28. Resolution 2023-7.13 - Resolution Authorizing Release of Performance Guarantees For Heritage at Pennington Subject to Conditions

ADJOURNMENT

Regional Transportation Alternatives Program TAP-R-2017-Mercer County Great Western Bikeway

Item 1.

Township of Hopewell • Borough of Pennington • Township of Lawrence • Township of Ewing

Preliminary Engineering Phase • Public Information Center

Hopewell Township Municipal Building Auditorium
201 Washington Crossing-Pennington Road, Titusville, NJ 08560

Tuesday, June 27, 2023 from 6:00 PM – 8:00 PM



Mercer County will hold a Public Information Center (PIC) to provide local residents and businesses with information on the Mercer County Great Western Bikeway (GWB) project. You are encouraged to actively participate by providing comments at the meeting, by mail, or by e-mail.

THE MEETING

The purpose of the meeting is to provide an opportunity for input on the project (as a follow up to a Virtual PIC held on March 9, 2022). The PIC will be held in person at:

Hopewell Township Municipal Building Auditorium
201 Washington Crossing-Pennington Road in Titusville, NJ
Tuesday, June 27, 2023
From 6:00 PM – 8:00 PM

Please come at a time convenient for you. You will have an opportunity to review exhibits, ask questions, and discuss any concerns with County representatives and their consultant. Property owners with rental units are advised that tenants are also invited and encouraged to participate. If you are unable to participate or want to provide comments after the meeting, please visit the County's website:

<http://www.mercercounty.org/gwb> for information about the project and provide comments by July 11, 2023.

PROJECT BACKGROUND

The Great Western Bikeway (GWB) will be the first new link in a planned network of dedicated bicycle facilities throughout Mercer County. The primary route, Segment 1, will provide a continuous 10-mile bicycle route running east-west, predominantly along County Route (CR) 546 within Hopewell Township, Pennington Borough, and Lawrence Township and link between two branches of the D&R Canal State Park Trail: at Washington Crossing State Park to the west and Bakers Basin Road to the east. Two secondary routes will link Ewing Township to the south (Segment 2, CR 611) and Pennington Borough's downtown district to the north (Segment 3, CR 640). Design and Construction costs are funded by federal funds administered through NJDOT Local Aid Transportation Alternatives Program (TAP).

PROPOSED PROJECT LIMITS AND IMPROVEMENTS

- On-road bicycle lanes for a majority of the 14-mile route.
- In several locations where exclusive bicycle lanes cannot be provided, the bicycle facility will continue with either shared lanes or an off-road shared-use path.
- High visibility crossings with Rapid Rectangular Flashing Beacons (RRFBs).

CULTURAL RESOURCES

Federal and State regulations pertaining to the protection of cultural resources, referred to as the Section 106 and the NJ Register of Historic Places Act processes, require Mercer County and NJDOT to take into account the effect of proposed projects upon cultural resources listed on, or eligible for listing on, the NJ and National Registers of Historic Places. These processes require coordination between the NJDOT and the NJ Historic Preservation Office, along with other appropriate consulting and interested parties. The project is located within 3 historic districts - Washington Crossing State Park Historic District, Lawrence Township Historic District, and Bound Book (Reading) Railroad Historic District - and there are several other cultural resource sites along the corridor. An assessment of project effects will be provided for all historic districts and any other eligible resources that are identified within the project area.

ANTICIPATED PROJECT SCHEDULE:

Design Phase Completed: Summer 2024
Construction Start: Fall 2024

For further information, please contact:



Matthew Zochowski, PP/AICP, Senior Planner
Mercer County • Department of Planning
640 South Broad Street
P.O. Box 8068
Trenton, NJ 08650
P: 609-989-6985
E: mzochowski@mercercounty.org

July 5, 2023

Borough of Pennington
Mayor and Council
30 N. Main Street
Pennington, NJ 08534



Re: Redevelopment Process Summary

Dear Mayor and Council:

From time to time over the last few years we have discussed the possibility of designating certain properties within the Borough as “areas in need of redevelopment” under the provisions of the New Jersey Local Redevelopment and Housing Law (LRHL), N.J.S.A. 40A:12A-1, et seq. This brief summary has been prepared to outline the steps required to designate an area in need of redevelopment and prepare a redevelopment plan.

There are many benefits to utilizing the redevelopment process, the most important of which is the ability to offer a redeveloper a tax abatement under New Jersey’s Long Term Tax Exemption Law (LTTEL), N.J.S.A. 40A:20-1. In accordance with the provisions of the law, the Borough may enter into a financial agreement with a redeveloper for a period of not more than 30 years where ad valorem taxes are deferred in favor of an “annual service charge”, commonly referred to as “payment in lieu of taxes” or PILOT. The amount of the service charge is determined by project revenues or construction costs and divided into phases, with each phase after the first being required to equal at least a certain percentage of the taxes that would otherwise be assessed for the project. Currently the Long Term Tax Exemption Law provides that 95% of the annual service charge is collected by the municipality with the remaining 5% collected by the County. The municipality may also collect a 2% administrative fee to offset the cost of administering the financial agreement. Generally speaking, all PILOT financial agreements are more favorable to both the municipality and redeveloper than ad valorem taxation.

Another advantage of redevelopment is the ability to engage in a small, self-contained planning process specific to each property or group of properties considered. This allows for careful review of unique circumstances which may affect redevelopment of a property and the area surrounding it. The redevelopment process ultimately results in a redevelopment plan that sets forth development standards applicable only to the designated redevelopment area and often represents a significant departure from underlying zoning with respect to uses permitted and bulk requirements. It also offers an opportunity to implement more stringent requirements for important elements like architectural design and buffering.

The Redevelopment Process

New Jersey's Local Redevelopment and Housing Law outlines specific requirements related to the redevelopment process, which must be followed in detail to result in a valid "area in need of redevelopment" and redevelopment plan. Responsibilities are divided between the governing body and the land use board, but the governing body always maintains ultimate control of the overall process.

Potential designation of an area in need of redevelopment begins with the governing body authorizing the land use board to conduct a preliminary investigation of the property or properties to be considered. This is done via resolution and must identify the property or properties by block and lot and must also set forth whether the use of eminent domain is anticipated. Typically our office would prepare a preliminary investigation report for the land use board, which is reviewed at a public hearing held by the board. At a minimum the report must include a map identifying the boundaries of the area studied along with a statement setting forth the basis for the investigation or how the criteria for designation are met. Under the provisions of the LRHL, N.J.S.A. 40A:12A-5, provided any one or more of the following criteria are met, the studied area can be designated as an area in need of redevelopment:

- a. The generality of buildings are substandard, unsafe, unsanitary, dilapidated, or obsolescent, or possess any of such characteristics, or are so lacking in light, air, or space, as to be conducive to unwholesome living or working conditions.
- b. The discontinuance of the use of a building or buildings previously used for commercial, retail, shopping malls or plazas, office parks, manufacturing, or industrial purposes; the abandonment of such building or buildings; significant vacancies of such building or buildings for at least two consecutive years; or the same being allowed to fall into so great a state of disrepair as to be untenable.
- c. Land that is owned by the municipality, the county, a local housing authority, redevelopment agency or redevelopment entity, or unimproved vacant land that has remained so for a period of ten years prior to adoption of the resolution, and that by reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography, or nature of the soil, is not likely to be developed through the instrumentality of private capital.
- d. Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community.
- e. A growing lack or total lack of proper utilization of areas caused by the condition of the title, diverse ownership of the real properties therein or other similar conditions which impede land assemblage or discourage the undertaking of improvements, resulting in a stagnant and unproductive condition of land potentially useful and valuable for contributing to and serving the public health, safety and welfare, which condition is presumed to be having a negative social or economic impact or otherwise being detrimental to the safety, health, morals, or welfare of the surrounding area or the community in general.

- f. Areas, in excess of five contiguous acres, whereon buildings or improvements have been destroyed, consumed by fire, demolished or altered by the action of storm, fire, cyclone, tornado, earthquake or other casualty in such a way that the aggregate assessed value of the area has been materially depreciated.
- g. In any municipality in which an enterprise zone has been designated pursuant to the "New Jersey Urban Enterprise Zones Act," P.L.1983, c.303 (C.52:27H-60 et seq.) the execution of the actions prescribed in that act for the adoption by the municipality and approval by the New Jersey Urban Enterprise Zone Authority of the zone development plan for the area of the enterprise zone shall be considered sufficient for the determination that the area is in need of redevelopment pursuant to sections 5 and 6 of P.L.1992, c.79 (C.40A:12A-5 and 40A:12A-6) for the purpose of granting tax exemptions within the enterprise zone district pursuant to the provisions of P.L.1991, c.431 (C.40A:20-1 et seq.) or the adoption of a tax abatement and exemption ordinance pursuant to the provisions of P.L.1991, c.441 (C.40A:21-1 et seq.). The municipality shall not utilize any other redevelopment powers within the urban enterprise zone unless the municipal governing body and planning board have also taken the actions and fulfilled the requirements prescribed in P.L.1992, c.79 (C.40A:12A-1 et al.) for determining that the area is in need of redevelopment or an area in need of rehabilitation and the municipal governing body has adopted a redevelopment plan ordinance including the area of the enterprise zone.
- h. The designation of the delineated area is consistent with smart growth planning principles adopted pursuant to law or regulation.

The public hearing conducted by the land use board is subject to notice requirements specific to the LRHL as outlined in N.J.S.A. 40A:12A-6b. Any redevelopment investigation report must be on file and available for inspection in the office of the Borough Clerk at the time required notice is published and served. Each owner of property within the studied area must be provided with certified mail notice of any public hearing, which must be mailed at least 10 days prior to the hearing. In addition, notice must be published in a newspaper of general circulation once each week for two consecutive weeks, with the second publication occurring at least 10 days prior to the hearing. Mailed and published notice must specify whether the power of eminent domain will be utilized or not.

At the conclusion of its public hearing relative to the preliminary investigation, the land use board is required to recommend to the governing body whether the parcel or parcels identified, in whole or in part, should be determined to be an area in need of redevelopment. This is generally done by resolution of the land use board, which is then forwarded to the governing body for review and consideration. After receiving the land use board recommendation, the governing body may adopt a resolution representing an official determination and designation as an "area in need of redevelopment". Once the governing body resolution is adopted, within 10 days the Borough Clerk must send a copy to the Commissioner of Community Affairs for explicit approval, as the Borough is located in Planning Area 3. Notice of the determination must also be sent to all property owners within the delineated area within 10 days. It is worth noting that the governing body is not required to hold a public hearing when considering the recommendation

of the land use board, but the matter should be specifically listed on any agenda where such consideration may occur.

Once an area in need of redevelopment is officially designated by the governing body and approved by the Commissioner of Community Affairs, the Borough can undertake preparation of a redevelopment plan, which can be authored by the governing body or the land use board at the direction of the governing body. All redevelopment plans must be prepared in accordance with the requirements of N.J.S.A. 40A:12A-7, and include the following:

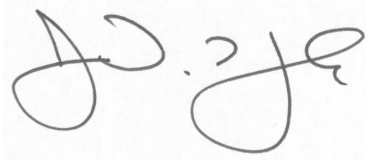
- (1) Its relationship to definite local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.
- (2) Proposed land uses and building requirements in the project area.
- (3) Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market.
- (4) An identification of any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan.
- (5) Any significant relationship of the redevelopment plan to (a) the master plans of contiguous municipalities, (b) the master plan of the county in which the municipality is located, and (c) the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act," P.L.1985, c.398 (C.52:18A-196 et al.).
- (6) As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low and moderate income households, as defined pursuant to section 4 of P.L.1985, c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions, listed by affordability level, number of bedrooms, and tenure.
- (7) A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan. Displaced residents of housing units provided under any State or federal housing subsidy program, or pursuant to the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), provided they are deemed to be eligible, shall have first priority for those replacement units provided under the plan; provided that any such replacement unit shall not be credited against a prospective municipal obligation under the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), if the housing unit which is removed had previously been credited toward satisfying the municipal fair share obligation. To the extent reasonably feasible, replacement housing shall be provided within or in close proximity to the redevelopment area. A municipality shall report annually to the Department of Community Affairs on its progress in implementing the plan for provision of comparable, affordable replacement housing required pursuant to this section.
- (8) Proposed locations for zero-emission vehicle fueling and charging infrastructure within the project area in a manner that appropriately connects with an essential public charging

network.

Whether prepared by the governing body or land use board, redevelopment plans are adopted by the governing body in the same manner as any other land use ordinance. The only difference is related to the referral requirements contained in the LRHL, N.J.S.A. 40A:12A-7e. If the land use board prepares the redevelopment plan, then the governing body is not required to refer the ordinance adopting the plan to the Board upon introduction for identification of any provisions of the plan which are inconsistent with the master plan and recommendations related to those inconsistencies.

We trust this short summary provides the Mayor and Council with an overview of the redevelopment process. We will attend the Council meeting on July 10th to answer any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Kyle". The signature is fluid and cursive, with a large initial "J" and a stylized "K" and "E".

James T. Kyle, PP/AICP
Borough Planner

Attachments

Cc: Betty Sterling, Borough Clerk
Walter Bliss, Esq., Borough Attorney
Ed Schmierer, Esq., Planning Board Attorney



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

OFFICE OF THE COMMISSIONER

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PHILIP D. MURPHY

Governor

SHEILA Y. OLIVER

Lt. Governor

SHAWN M. LATOURETTE

Commissioner

June 15, 2023

Honorable James Davy
Mayor, Pennington Borough
30 North Main Street
Pennington, NJ 08534-0095

RE: Green Acres Project Number: 1108-02-001
Project Name: Pennington Greenbelt Planning Incentive
Pennington Borough, Mercer County

Dear Mayor Davy:

I am pleased to inform you that the N.J. Department of Environmental Protection and the Garden State Preservation Trust (GSPT) have approved Pennington Borough's application for a Green Acres matching grant of \$300,000. This funding is contingent upon the passage of a legislative appropriation.

Preserving land, improving local parks and stewarding our natural resources are critical components of our efforts to ensure high quality, close-to-home recreation opportunities and open space for all residents. This project represents a significant step toward our shared goal of protecting and enhancing New Jersey's quality of life, and I congratulate you.

Green Acres staff will contact you directly and provide further information to guide you through this project. We look forward to working with Pennington Borough toward the successful completion of this important undertaking.

Sincerely,

Shawn M. LaTourette
Commissioner

**Pennington Borough Council
Regular Meeting – June 5, 2023**

Mayor Davy called the Regular Meeting of the Borough Council to order at 7:00 pm. The meeting was held via Zoom. Borough Clerk Betty Sterling called the roll with Council Members Angarone, Chandler, Gnatt, Marciante, Stern and Valenza in attendance.

Also present were Borough Administrator Donato Nieman, Administrative Coordinator Mona Habiby, Chief Financial Officer, Sandra Webb, Chief Doug Pinelli, Sergeant Daryl Burroughs and Borough Attorney Walter Bliss.

Mayor Davy announced that notice of this meeting has been given to the Hopewell Valley News, Trenton Times and was posted on the door at Borough Hall and on the Borough web-site according to the regulations of the Open Public Meetings Act.

Mayor Davy announced that meeting agendas and materials are available on the Borough Website and anyone interested in getting news alerts and announcements can subscribe by clicking on the “Subscribe to News and Announcements” button on the home page of the website.

Open to the Public

Mayor Davy read the following statement.

The meeting is now open to the public for comments. In an effort to provide everyone interested an opportunity to address his or her comments to the Governing Body, a public comment time limit has been instituted for each speaker. **Please raise your hand and when the Borough Administrator acknowledges you state your name and address for the record. Please limit comments to the Governing Body to a maximum of 2 minutes.**

Dan Pace of 9 Railroad Place asked about the traffic count machine and whether it would be permanently mounted. Mrs. Chandler stated that the counters would be placed on a number of streets throughout the Borough.

Mr. Eric Holterman, Chair of the Historic Preservation Commission expressed concern about lighting in the Historic District. Mr. Holtermann stated that PSE&G will be replacing the current lights in the downtown area with 4000k Lumen lights that are too bright for the downtown. Mr. Holtermann stated that PSE&G is only offering one choice for lighting and he suggests that the Borough look into replacing the lights with 3000K Lumen lights. Mr. Holtermann suggested getting samples of the lights to see what they would look like because 4000K Lumen lights are too much for any Historic District. Mr. Holtermann stated that with Phase 2 of the Streetscape coming it is important to get a handle on the lighting. Mr. Holtermann stated that replacing the high pressure sodium lights with LED is a good idea, but the Lumens is the important factor. Mayor Davy stated that PSE&G is planning to install 4000K Lumen lights as part of the Streetscape 2 project. Mr. Holtermann stated that the options are to remove the lights or to replace the tops with LED fixtures. Mr. Holtermann stated that it is not a matter of replacing a bulb. Mayor Davy stated that the light fixtures were installed in the interest of public safety. Mayor Davy stated that removing the lights from the upcoming project is a process. Mrs. Chandler asked if we can talk to PSE&G to see if there are other options. Mayor Davy stated that several people have asked the question and there are no other options available. Mayor Davy stated that the current lights are all being replaced with the 4000K LED fixtures. Ms. Angarone stated that the incandescent lights on Weidel were replaced and it is very bright and obnoxious. Mayor Davy stated that if we do not go with the PSE&G lighting program, the Borough would have to cover the expense of the lights. Mr. Holtermann stated that he would reach out to the manufacturer and see what other lights are available. Mrs. Chandler stated that she would like to see what the cost would be if the Borough pulled out of the PSE&G program. Mayor and Council thanked Mr. Holtermann for looking into this.

MAYOR’S BUSINESS

Mayor Davy stated that the Borough received a request from the Municipal Alliance for the annual grant resolution and also for use of Kunkel Park for Come Out and Play night with an additional request to waive the fee for use of Kunkel Park. Mayor Davy invited Heide Kahme from the Municipal Alliance to speak about these requests.

Mrs. Kahme thanked Mayor and Council for the opportunity to present to Council about the Municipal Alliance as they consider the two requests later in the meeting. Mrs. Kahme stated that the Resolution for the grant request is now in the twenty-seventh year. Mrs. Kahme shared a brief power point presentation on what she and the Municipal Alliance do for the youth of the community. Mrs. Kahme stated that

primarily they support and develop programs in the community that promote positive youth development. Mrs. Kahme stated that they have an executive committee that assists them made up of Mayors, Council Members, School District Officials, Professionals in the Community, Parents and others to discuss how best to get the word out to the youth of the community related to drug, alcohol and vaping use as well as mental health awareness. Mrs. Kahme reviewed some of the programs available to youth including programs to train young people to help identify friends that might be in crisis.

Mrs. Kahme briefly spoke about the Come Out and Play 3 day event which is held outdoors for youth with programs related to nature, art and promoting getting outdoors. Mrs. Kahme stated that they appreciate consideration of the waiver of the fee for use of Kunkel Park.

Mayor Davy stated that he did not anticipate any problems with the requests from the Municipal Alliance, but that Mrs. Kahme was welcome to stay for the meeting. Mrs. Kahme thanked Mayor and Council for their support.

Mayor Davy reported that the ANJEC grant that the Borough applied for through the DEP for work at the Arboretum was denied.

Mayor Davy stated that the Borough recently conducted another drone survey of the deer in Pennington. Mayor Davy stated that several years ago the Borough had a survey done and the recent survey was done to see if the deer management program has had any impact on the deer population in the Borough. Mrs. Chandler stated that the original study was done about 4 years ago and that showed that there were about 100 deer living inside the Borough and another 300 deer living on the borders of Pennington Borough. Mrs. Chandler stated that prompted the Borough to undertake its current deer management program. Mrs. Chandler stated that for the last three years, the Borough has been working to cull the deer population and so this year we authorized another drone survey. Mrs. Chandler stated that the study was done one night and the results showed 44 deer living within the Borough. Mrs. Chandler stated that deer management will continue to be an issue for the Borough even if the number were to drop even further. Mrs. Chandler stated that the deer management group will be meeting again to determine whether to continue with this program going forward. Mr. Valenza asked that the Health Officer and Board of Health be included in the conversation and that we coordinate with Hopewell Township because if they are not working on their deer population then it defeats the purpose of Pennington continuing the program. Mrs. Chandler stated that she is optimistic that the program is effective as she has seen untouched landscaping throughout the Borough. Mrs. Chandler stated that there is a coordinated effort and she will talk about that later during Committee reports.

Mayor Davy stated that the next item is Beigene and the transport of oversize loads through Pennington Borough. Mayor Davy stated that a lot has happened since the last meeting. Mayor Davy stated in May, the engineer for the project presented the plan to Borough Council for the movement of the trucks down Route 31 to Main Street where they would turn left onto Delaware Avenue. Mayor Davy stated that he worked with Kit Chandler and John Valenza and the County Engineer and he was sure that an agreement had been reached where most of the trucks would not be coming through Pennington Borough. Mayor Davy stated that unfortunately we subsequently heard that the proposal and agreement was denied and Mercer County officials ordered that the County Engineer issue the permit. Mayor Davy stated that the first movement of trucks came through today and this will be ongoing through the summer, Monday through Friday. Mayor Davy stated that he and Kit Chandler attended the County Executive meeting and they were met with a brick wall. Mayor Davy stated that we continue to work with Beigene and the hauler to ensure that this continues to progress without disruption to the Borough. Mayor Davy stated that there will be further discussion in Closed Session.

Chief Pinelli stated that he has been working closely with Beigene and the hauler and they have been very accommodating. Chief Pinelli stated that they are still working on figuring out the times that they will come through town but it was only the first day so the kinks are still be worked out. Mrs. Chandler stated that she is concerned about the number of trucks and the amount of days that are available through the month of August. Mayor Davy stated that the problem is that we do not control the road, Mercer County does. Mayor Davy commended the Police Department on the coordination to ensure that everyone is safe.

Ms. Stern inquired about the proceedings at the County meeting that the Mayor and Kit attended. Mayor Davy stated that it was clear that the County was going to issue the permit, but they tried to get them to understand the problem this would cause for Pennington and to try to mitigate those concerns. Mayor Davy stated that the County Executives were not interested in getting involved and they were told to work it out with Hopewell Township. Some further discussion took place regarding the merits of the alternate route which would not involve disruption of local businesses in Lawrence. Mr. Valenza stated that he spoke to representatives from Beigene and the hauler today and they are willing to work with the Borough. Mr. Valenza asked that anyone who is directly impacted by this let Mayor and Council know so that any concerns can be addressed.

Mayor Davy announced the resignation of Barbara Kirsch from the Historic Preservation Commission and thanked her for her years of service.

Mayor Davy reminded Council that the NJ Municipal Aid 2023 Grant application is due by July 1, 2023. Mayor Davy stated that a meeting was held to discuss what the next road project would be. Mayor Davy asked Ms. Stern to comment. Ms. Stern stated that the Public Works Committee has been maintaining, reviewing and updating a list of priority road projects in conjunction with larger water projects so that they can be addressed together. Ms. Stern stated that given that, the next project on the list that we intend to go forward with applying for is Abey Drive, Kings Court and Mallard Drive. Ms. Stern stated that the project would not be scheduled for construction until 2026 so there will be plenty of opportunity for public input. Mayor Davy stated that the other grant opportunity that was discussed was a NJDOT Walking and Biking Safety grant which the group agreed to consider for next year.

Mayor Davy stated that the next item is the traffic signal at Route 31 and Ingleside Avenue. Mayor Davy stated that he has communicated to NJDOT and Mercer County that though Pennington is not opposed to the idea, that we would like to see a traffic impact analysis for Burd Street and Ingleside Avenue. Mayor Davy stated that NJDOT stated that they will not be doing that as they do not feel that it is warranted. Mrs. Chandler stated that it is important to do a traffic count on the streets involved so that we have the data available as a baseline. Ms. Angarone stated that she is hearing support for the traffic signal, however she does feel that having the data available regarding the traffic impact is important. Mrs. Chandler stated that we need data in order to consider some options that might help with the traffic impact.

Mayor Davy stated that the Streetscape Public Information Center comments were distributed for approval. Mayor Davy stated that this needs to be approved so that it can be submitted and posted. Mayor Davy stated that he will ask that the comments show that the lighting is still under discussion. Mayor Davy asked if there were any other changes to the document. There were none.

MAYOR’S APPOINTMENTS

Mayor Davy stated that he had listed on the agenda the designation of a Chair for the Environmental Commission but he will be holding that as he is not ready.

Mayor Davy announced that Kieran John will be moving from Alternate 2 to regular member of the Environmental Commission for an unexpired term ending December 31, 2025.

APPOINTMENTS (WITH COUNCIL APPROVAL)

Mayor Davy announced the following updates for Historic Preservation:

- Robert Chandler – changed from Class C to Class A
- Natalie Shivers – changed from Class C to Class A
- Katrina Homel – changed from Class D to Class B
- Mary Baum – moving from Class C – Alternate 1 to Class C member for an unexpired term ending December 31, 2024
- Yasmine Zein appointed as Class C – Alternate 1 for unexpired term ending December 31, 2023

Council Member Angarone made a motion to approve the changes/appointment to Historic Preservation, second by Council Member Valenza with all members present voting in favor with the exception of Mrs. Chandler who abstained.

APPROVAL OF MINUTES

Council Member Chandler made a motion to approve the minutes of the May 1, 2023 Regular Council Meeting, second by Council Member Valenza with all members present voting in favor.

APPROVAL OF CLOSED SESSION MINUTES (FOR CONTENT BUT NOT FOR RELEASE)

Council Member Marciante made a motion to approve the Closed Session minutes for May 1, 2023 for content but not for release, second by Council Member Valenza with all members present voting in favor.

ORDINANCES FOR PUBLIC HEARING AND ADOPTION

Mayor Davy read Ordinance 2023-10 by title.

**BOROUGH OF PENNINGTON
ORDINANCE NO. 2023 - 10**

**ORDINANCE INCREASING CERTAIN FEES AND AMENDING CHAPTER 98 (FEES) OF THE
CODE OF THE BOROUGH OF PENNINGTON**

WHEREAS, as part of the Budget Process, the Finance Committee and various departments of the Borough review and recommend changes to fees collected for certain services provided by the Borough; and

NOW THEREFORE BE IT ORDAINED by the Borough Council of the Borough of Pennington

that in accordance with these recommendations, Chapter 98 of the Code of the Borough of Pennington, concerning fees, is amended as follows (with new language underlined and deleted language crossed out):

**Article II
Land Use Fees**

All applications for development to the Planning Board or the Planning Board acting as a Board of Adjustment shall be in such form and submitted to the respective Board in accordance with the rules prescribed by the Board and by this article.

§ 98-11 Application fee, escrow deposit and inspection fee.

Applications for development shall be accompanied by the payment to the Borough of an application fee, escrow deposit and, if appropriate, an inspection fee. The application fee and escrow deposit shall be paid separately according to the following schedule:

Application	Fee	Escrow
MINOR SUBDIVISION		
	\$400 <u>\$500</u>	\$500 <u>\$1,000</u> per lot
Resubmission or amendment	\$100	
Concept review	\$300 <u>\$400</u>	\$300 to be credited
MAJOR SUBDIVISION		
Preliminary	\$600 <u>\$1,000</u>	\$600 per lot
Final	\$400 <u>\$500</u>	\$400 <u>\$500</u> per lot
Resubmission or amendment	\$300	\$400 per lot
Extension	\$100 <u>\$150</u>	
Concept review	\$500	\$500 to be credited
SITE PLAN		
Preliminary		
Residential	\$600	\$10 per unit; minimum \$500 <u>\$1,000</u>
Nonresidential	\$600 <u>\$700</u>	\$0.10 per square feet improved; minimum \$500 <u>\$1,000</u>
Final		
Residential	\$400	\$10 per unit; minimum \$300 <u>\$500</u>
Nonresidential	\$400 <u>\$500</u>	\$0.05 per square feet improved minimum \$300 <u>\$1,000</u>
Resubmission or amendment		
Residential	\$300	\$300 + \$10 per unit
Nonresidential	\$300 <u>\$400</u>	\$300 <u>\$500</u> + \$0.10 per square feet improved

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Application	Fee	Escrow
Waiver	\$300 <u>\$400</u>	\$200 <u>\$500</u>
Extension	\$100 <u>\$150</u>	\$300 <u>\$500</u>
Concept review	\$200 <u>\$300</u>	\$500 <u>\$1,000</u> to be credited

CONDITIONAL USES

Residential	\$300 <u>\$500</u>	\$400 <u>\$1,000</u>
Nonresidential	\$400 <u>\$600</u>	\$800 <u>\$1,500</u>

INTERPRETATIONS

Residential	\$200 <u>\$300</u>	\$600 <u>\$1,000</u>
Nonresidential	\$300 <u>\$600</u>	\$600 <u>\$1,000</u>

APPEALS

Residential	\$200 <u>\$300</u>	\$500 <u>\$1,000</u>
Nonresidential	\$400 <u>\$500</u>	\$500 <u>\$1,000</u>

VARIANCES

Bulk		
Residential	\$250 <u>\$300</u> per variance	\$1,000 <u>\$2,000</u>
Nonresidential	\$400 <u>\$500</u> per variance	\$1,000 <u>\$1,500</u> per variance
Use		
Residential	\$300 <u>\$500</u>	\$1,000 <u>\$2,000</u>
Nonresidential	\$500 <u>\$600</u>	\$1,500 <u>\$3,000</u>

SPECIAL MEETING OF BOARD ~~\$500~~ \$1,000

ZONING PERMITS

Residential		
<u>Fence</u>	<u>\$25</u>	
Principal use	\$50 <u>\$60</u>	
Accessory use	\$25 <u>\$30</u>	
Commercial		
<u>Fence</u>	<u>\$50</u>	

Application	Fee	Escrow
Principal use	\$100 <u>\$150</u>	
Accessory use	\$50 <u>\$60</u>	
Temporary activity permit	\$25 <u>\$50</u>	
Residential conversion	\$50 <u>\$100</u>	

§ 98-19 **Miscellaneous fees.**
Miscellaneous fees shall be as follows:

- A. Copy of zoning ordinance: \$40.
- B. Copy of Master Plan: \$25.
- C. Subdivision approval certificate: \$25.
- D. Certified list of property owners: \$0.25 per name or \$10 whichever is greater.
- ~~E. Tape of meeting: \$25.~~
- ~~F. E. ~~CD~~ USB copy of meeting: ~~\$8~~ \$20.~~

**Article VI
Miscellaneous Non-Land Use Fees**

§ 98-30 **Miscellaneous fees.**
The following miscellaneous fees shall be collected as required by the applicable sections of this Code:

- A. Annual license fee for body art establishments, as required by § 76-1 of this Code: \$500.
- B. Peddler's permit, as required by § 147-6 of this Code: \$100.
- C. Registration of vacant building, as required by Chapter 136, Art. II, initially and annually: \$250.
- D. Annual fee for electronic smoking device establishment license: \$600.
- E. Fee for Memorial Tree: ~~\$300~~ \$500.
- F. Fee for Adopt A Flag: ~~\$42~~ \$50.

**Article VIII
Use of Borough Parks**

§ 98-33 **Use of parks.**

Fees for use of Borough parks as provided in § 143-4 of this Code shall be:

- A. Permit for use of park by documented nonprofit or Pennington resident: ~~\$50~~ \$75.
- B. All others: ~~\$100~~ \$200.

**Article IX
Solid Waste Disposal**

§ 98-34 **Trash pickup.**

Fees for additional approved trash containers as provided by §§ 172-9 and 172-10 and for bulk household trash as required by § 172-11 of this Code shall be:

- A. Annual fee for one additional approved trash container pursuant to §§ 172-9 and 172-10: \$400.
- B. Bulk trash stickers: one sticker per 40 pounds/~~\$4~~ \$6 each.

C. Truck rental, if Borough truck is parked at the property overnight or for a weekend: ~~\$200~~ \$300.

§ 98-35 Adjacent properties.

Fees for trash pickup for non-taxpayers who are adjacent property owners pursuant to §§ **172-9** and **172-13** of this Code shall be:

- A. Per year for one ninety-five-gallon approved container once/week: \$400.
- B. Per year for one additional approved container collected once/week: an additional \$400.

§ 98-35.1 Replacement of lost or damaged trash containers.

The fee for replacement of a lost or damaged trash container in accordance with § **172-10** of this Code shall be \$100.

Article XII
Water and Sewer Usage

§ 98-42 Standby fees.

Quarterly standby fees for private fire-protection systems pursuant to § **206-2** of this Code are as follows:

- A. Quarterly standby fees for private fire-protection systems regardless of the rate or quantity of that service: [**Amended 11-15-2010 by Ord. No. 2010-15; 8-6-2012 by Ord. No. 2012-9; 5-22-2017 by Ord. No. 2017-10**]

Size of Private Lines (inches)	Fee (per connection)
2	\$158
3	\$378
4	\$567
6	\$1,166
8	\$2,016

- B. Customers who are late in making payment of the standby fee will be given notice as to their deficiency in payment, and a copy of this notice shall be sent to the customer's insurance carrier.
- C. Standby fees shall be due on March 1, June 1, September 1 and December 1.

§ 98-46 Inspection and field service fees.

Inspection and field service fees pursuant to § **206-6** of the Code are as follows:

- A. Plan approval, inspection and field service fees pursuant to § **206-6** of the Code are as follows: : [**Amended 2-3-2016 by Ord. No. 2016-1**]

- (1) Plan approval (actual engineering charges up to): \$250.
- (2) Service connections: \$160.
- (3) Lateral connections: \$160.
- (4) Certified construction cost, off-site improvements (escrow): 7.8%

- B. Equipment hourly rates are as follows:

- (1) Backhoe: ~~\$120~~ \$200.

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- (2) Service truck: ~~\$75~~ \$100.
- (3) Dump truck: ~~\$100~~ \$150.
- (4) Parts: ~~172%~~ 200%.

Note: Includes the time required to mobilize to and demobilize from the site.

E. Temporary meter charges are as follows:

- (1) Meter installations: ~~\$75~~ \$100.
- (2) Rental (two week maximum): ~~\$50~~ \$75.
- (3) Removal and recording: ~~\$75~~ \$100.
- (4) Special billing: ~~\$25~~ \$50.

§ 98-47 Administrative fees.

Administrative fees pursuant to § 206-7 of the Code shall be charged as follows:

- A. Interest will be charged at the same rate as the interest on tax bills.
- B. Returned checks: ~~\$20~~ \$25.
- C. (Reserved)
- D. (Reserved)
- E. Non-quarterly or additional meter readings: Scheduled: ~~\$50~~ \$75 Urgent/ Disputed: \$100. (On non-quarterly billings, if the reading is requested due to an actual error by the Borough, the fee will be waived.)
- F. House inspections on sale of property: regular fee, ~~\$100~~ \$150; fee if less than 10 days' notice, ~~\$200~~ \$250.
- G. Tanker of water: \$200 plus per-gallon charge for water in accordance with water rates.
- H. Shutting off and turning on water at curb: Scheduled: \$100, Urgent / Disruptive \$150.

**Article XVI
Registrar Fees**

§ 98-63 Authorized fees.

The Registrar of the Borough of Pennington is authorized to collect the following fees from persons requesting issuance of permits and licenses or provision of certified copies of documents:

- A. Birth certificate (certified copy): ~~\$10~~ \$25.
- B. Burial permit: \$5.
- C. Death certificate (certified copy): ~~\$10~~ \$25.
- D. Marriage license/domestic partnership (\$25 state): \$28.
- E. Marriage license (certified copy): ~~\$10~~ \$25.
- F. Corrections: ~~\$5~~ \$25.

Council Member Chandler made a motion to open the Public Hearing on Ordinance 2023-10, second by Council Member Gnatt. There were no comments from the public. Council Member Chandler made a motion to close the Public Hearing on Ordinance 2023-10, second by Council Member Angarone with all members present voting in favor. Council Member Chandler made a motion to adopt Ordinance 2023-10, second by Council Member Marciante with all members present voting in favor.

Mayor Davy read Ordinance 2023-11 by title.

ORDINANCE 2023-11

BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF EQUIPMENT IN AND BY THE BOROUGH OF PENNINGTON, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING \$45,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$42,750 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF.

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

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Borough of Pennington, in the County of Mercer, New Jersey (the "Borough") as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$45,000, and further including the aggregate sum of \$2,250 as the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of \$42,750 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
a) The acquisition of a message board for the Parks and Recreation Department, including all related costs and expenditures incidental thereto.	\$16,400	\$15,580	10 years
b) The acquisition of speed signs for the Police Department, including all related costs and expenditures incidental thereto.	\$28,600	\$27,170	10 years
Total:	<u>\$45,000</u>	<u>\$42,750</u>	

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

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

- (a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements or purposes that the Borough may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.
- (b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 10 years.
- (c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$42,750, and the obligations authorized herein will be within all debt limitations prescribed by that Law.
- (d) An aggregate amount not exceeding \$2,250 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

Section 7. The Borough hereby declares the intent of the Borough to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes or improvements described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of the Treasury Regulations.

Section 8. Any grant moneys received for the purposes or improvements described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Council Member Marciante made a motion to open the Public Hearing on Ordinance 2023-11, second by Council Member Chandler. There were no comments from the public. Council Member Chandler made a motion to close the Public Hearing on Ordinance 2023-11, second by Council Member Valenza. Mrs. Chandler stated that although this ordinance is for eight traffic signs that will indicate the speed cars are traveling, the intent is to purchase two per year. Council Member Marciante made a motion to adopt Ordinance 202311, second by Council Member Chandler with all members present voting in favor.

Committee Reports

Planning & Zoning / Personnel / Economic Development – Ms. Gnatt stated that the Planning Board met and the Master Plan Re-Examination was presented by Borough Planner, Jim Kyle and Andy Jackson. Ms. Gnatt stated that the Resolution was unanimously approved.

Ms. Gnatt stated that Economic Development met but she had nothing to report.

Public Works/Open Space/Shade Tree – Ms. Stern stated that Public Works met April 1st and discussed the Recycling contract submitted by Mercer County Improvement Authority and includes a very large increase. Ms. Stern stated that this item will be discussed later under Council Discussion. Ms. Stern stated that Mr. Nieman and Mr. Smith met with Dan Napoleon but there is nothing that can be done regarding the cost increase as the cost to dispose of recycling has gone up and that gets distributed to the participants in the agreement. Mr. Smith stated that he looked at bringing this service in house but it would not be cost effective.

Ms. Stern stated that the Public Works Committee supported Mr. Smith’s suggestion to apply for a Stormwater grant and there is a resolution on for later in the meeting.

Ms. Stern stated that the Committee received a draft of an amendment to the Stormwater Ordinance which will be discussed at the Public Works meeting on June 19th, 2023 at 7:00 pm. Ms. Stern stated that they hope to have this ready for introduction at the July meeting.

Ms. Stern stated that the Committee continues to work on a consolidated list of projects that will combine road projects and water projects in one place. Ms. Angarone suggested incorporating the Master Plan into the discussion.

Ms. Stern reported that Open Space met on May 17th, Mr. Jackson attended to discuss the Open Space Element of the Master Plan. Ms. Stern stated that a subcommittee will be reviewing the section of the Master Plan pertaining to Open Space. Ms. Stern stated that the Open Space Committee has requested more detail on the spreadsheet that Mrs. Sterling provided.

Ms. Stern stated that Shade Tree met May 9th and discussed and congratulated themselves on a successful Arbor Day event. Ms. Stern commended Morris Fabian for a great job working with the Tollgate students, teaching them how to plant a tree and involving them in the planting of a tree. Ms. Stern stated that Shade Tree is very interested in the Arboretum cleanup program. Ms. Stern stated that Meredith Moore has arranged to have Shade Tree bookmarks in the Library welcome packets. Ms. Stern stated that two more trees have been identified for removal at Sked Street Park and there is a resolution on for later in the meeting.

Public Safety /Finance & Technology / Arboretum / Landfill – Mrs. Chandler reported that Finance and Technology and Public Safety did not meet. Ms. Chandler stated that the Landfill committee did not meet, but staging is ongoing at the site.

Mrs. Chandler reported that June cleanup of the Arboretum has begun, there were 8 volunteers present this past Saturday and they were very energetic and did a great job. Mrs. Chandler stated that sign up is available through the Environmental Commission.

Mrs. Chandler stated that a deer management meeting was held with Hopewell, Pennington, Mercer County and others. Mrs. Chandler stated that a robust conversation to coordinate efforts for deer management took place. Mrs. Chandler stated that there are several locations that are too residential for hunting. Mrs. Chandler stated that they discussed a deer drive to move deer from residential areas to areas where they can be hunted.

Mrs. Chandler reported that the PFAS Building Committee participated in a walk-through of the building. Mrs. Chandler stated that the building is in good shape and well maintained. Mrs. Chandler stated that no decisions or promises have been made.

Historic Preservation / Library / Construction – Ms. Angarone stated that the Library Board met May 25th, and voted to appoint Hilary Burke to replace outgoing President Maureen Hassett. Ms. Angarone reported the annual audit is underway. Ms. Angarone stated that the Library received a generous donation from the First Aid Squad which they plan to use for building improvement and other programs. Ms. Angarone reported that there are upcoming events scheduled for the summer months, information can be found on the Library website.

Ms. Angarone stated that Historic Preservation met on May 16th and discussed the Streetscape Public Information Session Comments. Ms. Angarone stated that they are making good progress on Ordinance revisions. Ms. Angarone stated that earlier Council approved some shuffling of appointments. Ms. Angarone stated that some of the Historic Preservation members attending the Planning Board meeting to hear the Master Plan Re-examination presentation. Ms. Angarone stated that they continue to update the Historic Preservation page on the website.

Parks & Recreation – Mr. Marciante stated that Parks & Recreation is planning the July 4th races and the Summer Concert series has begun.

Board of Health / Environmental Commission – Mr. Valenza stated that the Board of Health met May 2nd and the transition from Montgomery Township to Hopewell Township is complete. Mr. Valenza stated that Health Officer Dawn Marling is great to work with. Mr. Valenza stated that the Health Department participated in Pennington Day and performed necessary inspections for food vendors. Mr. Valenza reported on upcoming events sponsored by the Health Department, information is available on the website. Mr. Valenza stated that the COVID 19 public health emergency ended May 11th, vaccines are available for the elderly and anyone who is immune compromised. Mr. Valenza reported that there is an upswing of tick borne illnesses in Hunterdon County. Mr. Valenza stated that they are reviewing public health ordinances and animal control and working with Chief Pinelli to understand how calls are handled.

Mr. Valenza reported that the Environmental Commission met on May 16th. Mr. Valenza stated that they discussed the ANJEC grant that was denied and Pennington Day. Mr. Valenza stated that a good part of the meeting was focused on Pennington Day and what can be done to reduce the carbon footprint such as composting. Mr. Valenza stated that they will continue to focus on how to adhere to the Resolution that was approved to reduce the carbon footprint by 2035.

Senior Advisory Board – Mayor Davy had no report. Mayor Davy stated that he wanted to thank Anthony Verelli for his attention and work in securing a \$2 million grant for the Hopewell Valley Senior Center.

COUNCIL DISCUSSION

Communications Plan Update – Ms. Stern reported that Pennington Day despite the weather was a great success. Ms. Stern stated that they had volunteers from committees assisting with manning the table. Ms. Stern thanked John Valenza, Kati Angarone and Deb Gnat for their help with set up and take down of the display. Ms. Stern stated that she will be talking to Mike Rheinhardt about getting all of the Borough Committees that have tables to be in one place for next year. Ms. Stern thanked Betty Sterling for the handouts in plastic sleeves that were on the tables. Ms. Stern stated that she will be submitting a request for 2024 for a canopy with Pennington Borough printed on it. Ms. Stern thanked Rick Smith for all of his help with the event.

Ms. Stern stated that a meeting was held with Committee Chairs and attended by Donato Nieman and Betty Sterling. Ms. Stern stated that these meetings with the Chairs are scheduled for three times per year. Ms. Stern stated that Mrs. Sterling gave an update on making sure that requisitions are submitted and that no purchases are made without first getting a purchase order.

Ms. Stern stated that Mrs. Sterling has asked that each committee designate one person to provide updates and news releases for the website so that we don't have an issue with something getting posted that wasn't ready to be posted. Ms. Stern stated that she will follow up on this.

Ms. Stern stated that Municipal Open House was held in April and though it was good for the committees and Council Members it was not well attended by the public.

Mayor Davy stated that second item for Council Discussion was the Shared Services Agreement with Mercer County Improvement Authority for recycling services and that has already been discussed.

NEW BUSINESS

Mayor Davy asked that Resolution 2023-6.6 be moved up as representatives from Jersey Meds are in attendance and he would like to get them on their way.

**BOROUGH OF PENNINGTON
RESOLUTION 2023-6.6**

**RESOLUTION AWARDING LOCAL RETAIL CANNABIS LICENSE TO JERSEY MEDS
MANAGEMENT, LLC, PURSUANT TO THE NEW JERSEY CANNABIS REGULATORY,
ENFORCEMENT ASSISTANCE, AND MARKETPLACE MODERNIZATION
ACT, N.J.S.A. 24:6I-31, ET SEQ., AND PENNINGTON ORDINANCE 2021-9**

Regulatory Framework

WHEREAS, the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, N.J.S.A. 24:6I-31, et seq. (the "Personal Use Act") legalizes the recreational use of marijuana by adults 21 years of age or older and establishes a comprehensive regulatory and licensing scheme for commercial production, distribution and sale of cannabis items;

WHEREAS, the Personal Use Act authorizes municipalities to adopt regulations by ordinance governing the number of cannabis establishments, distributors and delivery services allowed to operate within their borders, regulating the location, manner and times of operation of these establishments, distributors and delivery services, and establishing civil penalties for the violation of any such regulations, provided the time of operation of delivery services shall be subject only to regulation by the New Jersey Cannabis Regulatory Commission (N.J.S.A. 24:6I-45.a);

WHEREAS, by Ordinance 2021-9, entitled “Amended Ordinance Restricting the Number, Location and Operation of Cannabis Retailers, Medical Cannabis Dispensaries and Cannabis Delivery Services and Prohibiting All Other Cannabis Businesses and Operations in the Borough, Amending the Code of the Borough of Pennington” (hereafter “Ordinance” or “Ordinance 2021-9”), the Borough of Pennington has authorized as a conditional use the establishment of a single retail store for the sale of personal-use cannabis, subject to the following requirements: :

1. the store shall be licensed by the Cannabis Regulatory Commission (“CRC”) as a Class 5 retailer under the Personal Use Act;
2. the store shall be located in either the B–H Highway Business zoning district or the OB-Office Business zoning district;
3. the store shall be regulated as a “conditional use,” requiring the owner to satisfy as a condition of operation the restrictions on the number, location, manner and time of operation set forth in the Ordinance, as amended from time to time, including:
 - (a) the floor area of the licensed facility shall not exceed 2,500 square feet, as defined in Chapter 215 of the Borough Code;
 - (b) the operating hours of the dispensary shall be between 9 am and 8 pm daily;
 - (b) the store shall be accessible directly from a right-of-way through a separate entrance independent from any other retail ingress;
 - (c) no cannabis product shall be visible from a public sidewalk, public street or right-of-way or any other public place;
 - (e) all cannabis products shall be stored securely, indoors and onsite;
 - (f) consumption of cannabis products, by any means of ingestion, shall not be permitted in the licensed facility or adjacent grounds;
 - (g) the licensed facility shall implement odor control measures approved by the Board of Health;
 - (h) the licensed facility shall develop and implement security protocols subject to review and approval by the Pennington Borough Police Department;
 - (i) At a minimum, the following security measures must be undertaken:
 - [1] a video recording security system shall be employed covering all areas of the facility and the exterior of the building with a 24/7 recording system that records for a minimum 30-day archive;
 - [2] the facility and adjacent right-of-way shall be monitored by staff and kept free of loitering, litter and other debris, and the sidewalks shall be swept and cleaned on a regular basis;
4. the design of the building or structure required by the licensed facility shall conform to the general character of the area in which it is located;
5. the facility shall provide off-street parking and site access as required by Borough ordinances and applicable approvals of the Borough Planning Board;
6. the facility shall also comply with all applicable zoning, signage and site plan requirements and the specifications and standards of Sections 215-79 and 215-81 and other applicable provisions of Chapter 215 of the Borough Code, as may be amended from time to time;

WHEREAS, as authorized by the Personal Use Act, the Ordinance establishes a separate local licensing requirement as part of Borough restrictions on the number of cannabis retailers and their location, manner and times of operation, to the full extent permitted by law, and such license must be renewed annually;

WHEREAS, the issuance or renewal of a local license shall require a resolution of Borough Council finding that the applicant complies with all applicable Borough restrictions on the number of cannabis businesses and the location, manner and times of their operation, including continued compliance with all zoning and land use approvals and related conditions and standards;

WHEREAS, Borough Council may deny or revoke a local license or take other adverse action based on failure of compliance with restrictions, conditions and standards which are the basis for licensure, and to the extent permitted by law, possession of a valid local license shall be a condition precedent to operation of a cannabis business in the Borough;

WHEREAS, Borough Council shall notify the CRC in every case that Council either approves or denies an application for local licensure;

WHEREAS, the local licensing requirement shall be in addition to any land use approvals within the jurisdiction of the Borough Planning Board; .

WHEREAS, as authorized by the Personal Use Act and N.J.S.A. 40:48I-1.a (1), Ordinance 2021-9 imposes a transfer tax of up to two percent (2%) on the sale of cannabis or cannabis items by a cannabis retailer located in the Borough;

WHEREAS, municipalities imposing a transfer tax by ordinance are required by N.J.S.A. 40:48I-1.a (2) to include in the ordinance a user tax, equivalent to the transfer tax rate, payable by any concurrent license holder in the municipality operating more than one cannabis establishment and transferring cannabis or cannabis items to any of the license holder’s other cannabis establishments, whether located in the same or other municipality, based on the value of each such transfer or use not otherwise subject to the transfer tax;

WHEREAS, any violation of the provisions of the Ordinance or the conditions of the zoning permit granted, inclusive of any agreements or conditions imposed by the Planning Board, shall be punishable by a civil fine of no less than \$1,000.00 and no more than \$2,500.00, and all violations shall be reported to the CRC or other appropriate state authority;

Application for Local License by Jersey Meds Management, LLC

WHEREAS, Jersey Meds Management, LLC (“Jersey Meds”).has applied for a local license to locate and operate a retail cannabis store as lessee of Unit 5 in the Pennington Square Shopping Center, Block 206, Lot 3 on the Pennington Borough Tax Map, also known as 7 Route 31 North in the Borough of Pennington;

WHEREAS, the proposed location is in the BH - Business-Highway Zoning District of the Borough;

WHEREAS, in support of this application, New Jersey Meds has submitted the following information and related documents:

1. On May 2, 2022, Borough Council approved Resolution 2022-5.23, titled “Resolution in Support of Application of Jersey Meds Management, LLC for Class 5 Cannabis Retail License.” The Resolution was adopted as proof of local support for the suitability of the location proposed by Jersey Meds, proof required to be submitted by Jersey Meds as part of its application to the CRC for State licensure. This Resolution confirmed Jersey Meds’ commitment to comply with all conditions of use and other requirements contained in the Ordinance and set forth above. The Resolution was also contingent upon a detailed review of Jersey Meds’ proposed physical plant and plan of operations by applicable local authorities in accordance with the Ordinance and such zoning and land use approvals required by law. A copy of Resolutions 2022-5.23 is attached.
2. On June 10, 2022, the Pennington Borough Zoning Officer issued a letter to the attorneys for Jersey Meds certifying that Jersey Meds’ cannabis retail store and intended operation at 7 Route 31 North in Pennington will conform with local zoning requirements allowing the operation of a cannabis retailer as a “conditional use,” provided that before the store will be permitted to open it must obtain necessary land use approvals from the Pennington Planning Board, including a determination that the store will in fact satisfy the conditions for conditional use set forth in the zoning ordinance. Jersey Meds also required this Letter as part of its application for licensure to CRC. A copy of this Zoning Letter is attached.
3. Jersey Meds subsequently received from the CRC a “Final Agency Decision – Approval of Conditional License Application” dated July 29, 2022, issued for the location in the Pennington Square Shopping Center at 7 Route 31 North in Pennington. A copy of this Conditional License approval is attached.
4. Jersey Meds then applied to the Planning Board for approval as a conditional use under the Ordinance and, after published notice as well as mailed notice to all property owners within 200 feet, presented testimony at a hearing before the Board on December 14, 2022. Jersey Meds’ application to the Board included a sealed Conditional Use Plan dated November 17, 2022 prepared by Tristate Engineering

and Surveying, PC (Project No. 22-139, 1 sheet); sealed Traffic Impact Study captioned “Trip and Parking Generation letter,” dated November 10, 2022, prepared by McMahon, A Bowman Company, signed by Victor C. Anosike, P.E.; a sealed floor plan, dated October 11, 2022, prepared by Ben Catarinicchia, AIA of Zacs International, LLC (Project No. Z22-023, 2 sheet); and the sealed drawing for the proposed signage, dated November 9, 2022, prepared by Albert B . Varosi, P.E., P.P., C.M.E. from Blazing Visual (1 sheet). These documents are on file with the Secretary to the Board.

5. The hearing before the Planning Board included reports by the Borough Planner, the Borough Engineer and the Pennington Police Department, testimony by Jersey Meds’ Cannabis Consultant (Siegel), Architect (Catarinicchia) and Engineer and Planning Consultant (Mancini), as well as testimony by the Board’s Planning Consultant (Kyle) and Engineering Consultant (Perry). One member of the public also spoke.

6. With respect in particular to security requirements, the Planning Board considered the report of the Pennington Police Department, dated December 6, 2022, by Chief Douglas M.Pinelli, As reported, based on the Chief’s review of Jersey Meds’ security plans, floor layout, preliminary map of camera locations, and consultation with Jersey Meds’ security team, the plans were determined to be sufficient to meet all standards of both the local safety protocol and the federal and state rules and regulations. The report expresses confidence as well that Jersey Meds will work with the Borough during the opening phase to address any concerns that may arise. A copy of this Report is attached.

7. At the conclusion of the hearing on December 14, 2022, by a vote of 8 to 0, the Planning Board conditionally approved the Jersey Meds’ application. This approval was memorialized by a Resolution adopted by the Board on January 11, 2023. A copy of this Resolution is attached.

8. The Planning Board approval finds that Jersey Meds’ proposed use complies with all of the conditional use requirements set forth in the Ordinance (now Section 215-81 of the Borough Code), that there is adequate parking for this business within the Pennington Square Shopping Center, that Jersey Meds has developed an online ordering system for cannabis products which will permit prescribed pickup times to avoid congestion at peak times of day, and that Jersey Meds has also arranged for off-duty police officers to assist with the control of customers and traffic at the initial opening of the business.

9. The Planning Board approval is subject to the following conditions:

(a) That Jersey Meds shall at all times operate this retail business in accordance with the requirements of Section 215-81of the Borough Zoning Code (the Ordinance), the CRC Rules and Regulations (N.J.A.C. 17:30, et seq.) and the Personal Use Act;

(b) That with respect to odor control, based on the representation by the Board of Health that it does not have the capability of evaluating and approving the ventilation system, Jersey Meds must retain a private licensed engineering firm to select a ventilation system to satisfy this condition of approval, and after installation, certify to the satisfaction of the Borough Engineer that the proposed ventilation system includes all of the odor control measures, including carbon-filter ventilation, needed to prevent odors from emanating from the property, with provision for maintenance and monitoring the system annually to ensure that it is working properly at all times;

(c) That Jersey Meds shall provide the Borough Clerk and Board Secretary copies of the Class 5 license required to operate the business, once it is received from CRC;

(d) That as part of the security plan, Jersey Meds must confiscate any fraudulent identification documents presented in an effort to purchase cannabis products on the property and immediately contact the Pennington Borough Police Department;

(e) That within 30 days of publication of the notice of this approval by the Planning Board Secretary, Jersey Meds must arrange with the owner of the Shopping Center to bring current all real property taxes and sewer and water charges owed by the Center.

10. Jersey Meds has since submitted to the Borough a report by Professional Engineer Albert B. Varosi, P.E., dated April 24, 2023.certifying among other things that he is a New Jersey licensed professional engineer retained by Jersey Meds, that he will ensure that the odor control system installed on the property, including carbon-filtered ventilation, will be satisfactory to mitigate cannabis-related odors emanating from the interior of the property, and that the activated carbon air filters will be installed in the return air filter track of the HVAC rooftop unit and both exhaust fans at the garage and bathroom locations, with the recommendation that they be replaced every four months.

11. Jersey Meds’ Conditional License approval by CRC does not permit it to purchase, possess, or sell cannabis or cannabis products (N.J.A.C. 17:30-7.6(e)) until the Conditional License is replaced by an approved annual license. Jersey Meds has applied to the CRC for the annual license and its application is pending.

12. On June 5, 2023, officers of Jersey Meds appeared before Borough Council, provided

testimony and responded to questions by Council Members.

13. Jersey Meds has agreed, as a condition of issuance of a local license, that it will pay required cannabis transfer taxes to the Borough on a monthly basis by the twentieth (20th) day of each month, with the last payment of each calendar year to be paid no later than the 20th day of December of that year.

Findings

WHEREAS, on the basis of this record, Borough Council makes the following findings:

1. Except as specifically noted below, Jersey Meds’ proposed Class 5 retail store complies with all applicable Borough restrictions on the number of cannabis businesses in the Borough and the location, manner and times of their operation, including compliance with all zoning and land use approvals and related conditions and standards, as required by the Ordinance (Section 215-81(15) of the Borough Code).

2. Exceptions, which shall be conditions precedent to issuance of a local license, are the following:

(a) Submission of expert certification to the Borough Engineer upon installation of the store’s ventilation system, as required by Condition D at page (5) of the Planning Board Resolution of January 11, 2023 (“Planning Board Resolution”);

(b) CRC Issuance of an annual Class 5 retail license to Jersey Meds, entitling Jersey Meds to open for business, and delivery of a copy of same to the Pennington Borough Clerk and to the Secretary to the Planning Board, consistent with Condition E at page (6) of the Planning Board Resolution;

(c) Documented confirmation that the owner of the Pennington Square Shopping Center has brought current all real property taxes and sewer and water charges for the Center, as required by Condition G at page (6) of the Planning Board Resolution;

(d) Documented confirmation that Jersey Meds has brought current all municipal land use application and escrow charges for its conditional use application before the Planning Board, as also required by Condition G at page (6) of the Planning Board Resolution;

(e) In addition to fees and charges paid or payable to the Pennington Planning Board, Jersey Meds shall pay the Borough all required application and registration fees.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, as follows:

1. Borough Council adopts the recitals and findings set forth above.

2. Issuance of a local license to Jersey Meds for the operation of a Class 5 retail store at 7 Route 31 North in the Borough of Pennington is hereby approved subject to the following conditions precedent:

(a) Written confirmation by the Borough Engineer that a satisfactory expert certification has been submitted in accordance with Finding 2(a) above;

(b) Written confirmation by the Borough Clerk that the CRC has issued to Jersey Meds an annual license in accordance with Finding 2(b) above;

(c) Written confirmation by the Borough Tax Assessor that the owner of the Princeton Square Shopping Center has brought taxes and sewer and water charges current, in accordance with Finding 2(c) above;

(d) Written confirmation by the Secretary to the Planning Board that Jersey Meds has brought current all land use application and escrow charges in accordance with Finding 2(d) above.

3. The required writings in satisfaction of the above conditions may be received and approved by the Borough Administrator and need not require prior approval by Borough Council before issuance of the license.

4. The local license shall be issued to Jersey Meds by the Borough Clerk over the signatures of the Mayor and the Borough Clerk and in a form determined by them to be suitable for display on the premises of the Jersey Meds’ store.

5. Issuance of the local license shall also be subject to the following continuing conditions:

- (a) Continued compliance with all applicable New Jersey State laws and regulations, including in particular the Personal Use Act, CRC Rules and Regulations, the requirements of Ordinance 2021-9 and the Code of the Borough of Pennington, all as may be amended from time to time.
- (b) Continued compliance with the conditions of Conditional Use approval by the Pennington Planning Board, as memorialized in the Planning Board Resolution including, inter alia, the required reporting of attempted use of fraudulent identification documents presented in an effort to purchase cannabis products, as set forth in Condition F at page (6) of the Planning Board Resolution.
- (c) Payment of all required taxes and fees owed to the Borough in accordance with the Ordinance and Borough Code and agreement concerning the schedule for monthly payment of cannabis transfer taxes stated above under “Application for Local License by Jersey Meds Management, LLC,” as may be amended from time to time.
- (d) The local license shall be prominently displayed in the Jersey Meds’ store, visible to customers.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	M			
Chandler	S				Stern	X			
Gnatt	X				Valenza	X			

Mayor Davy read the Resolution by title and asked Borough Attorney Walter Bliss to comment. Mr. Bliss stated that this is a local license for the one Class 5 Cannabis Retail License that is permitted in town and it meets all of the criteria in our Ordinance, has received Planning Board approval and has received conditional approval from the State although they await a permanent annual license. Mr. Bliss stated that as a result, Jersey Meds will not be able to operate until the license is issued by the State, but the Borough is moving ahead with issuance of the local license. Mr. Bliss stated that the Borough has the authorization under the law to regulate location, operation and time of operations. Mr. Bliss stated that the resolution is long because there is a lot of history to this and he wanted to be sure to capture it all in one place. Mr. Bliss read four amendments related to schedule of payment into the record based on a conversation that was held with the applicant earlier today. Mr. Bliss asked Mr. Alan Fox and Ms. Sheila Mints to comment on this as per the Resolution. Mr. Fox stated that the resolution is pretty comprehensive in explaining the process that Jersey Meds went through to get to this point. Mr. Fox stated that they are awaiting final approval from the State hopefully soon, the space should be prepared and ready by July. Mr. Fox stated that they are working towards compliance with conditions of the Planning Board Resolution and they will continue to ensure that everything is in place once the license is issued by the State. Mrs. Chandler asked if Jersey Meds was okay with the monthly submitting of tax revenues. Ms. Mints stated that works for them as it coincides with when State taxes are due. Mrs. Chandler asked when the annual license fee gets paid. Mrs. Chandler asked about the annual review that was discussed early in the process. Mr. Bliss stated that will be part of the annual renewal of the license. Mr. Bliss stated that as a condition of obtaining the local license, the fee must be paid. Ms. Angarone asked about parking and what will be done if parking becomes an issue. Mr. Bliss stated that it can be addressed as a condition when the license is renewed. Mr. Bliss asked Mr. Fox if his client is present and if they would like to say a few words. Mr. Fox stated that they understand that they cannot operate until the license is issued and that it requires payment of the annual fee. Council Member Marciante made a motion to approve Resolution 2023-6.6 as amended, second by Council Member Chandler with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 6.2**

AUTHORIZING PAYMENT OF BILLS

WHEREAS, certain bills are due and payable as per itemized claims listed on the following schedules, which are made a part of the minutes of this meeting as a supplemental record;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Pennington that the bills be paid on audit and approval of the Mayor, the Appropriate Council Member and the Treasurer in the amount of \$ 478,644.64 from the following accounts:

Current	\$ 331,622.59
W/S Operating	\$ 88,134.99
Grant Fund	\$ 2,323.16

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Developer’s Escrow	\$ 4,925.80
General Capital	\$ 19,159.35
Other Trust Fund	\$ 31,990.00
Animal Control	\$ 15.00
Open Space	\$ 473.75
TOTAL	\$ 478,644.64

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	S				Marciante	X			
Chandler	M				Stern	X			
Gnatt	X				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-6.2, second by Council Member Angarone with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 6.3**

**RESOLUTION AUTHORIZING PURCHASE OF STALKER TRAFFIC DATA COLLECTOR
W/SOLAR OPTION FROM STALKER RADAR APPLIED CONCEPTS, INC. UNDER STATE
CONTRACT 17-FLEET-00726**

WHEREAS, the Public Safety Committee has identified the need to purchase a Stalker Traffic Data Collector with solar option for the Pennington Borough Police Department; and

WHEREAS, the Chief of Police has determined that the desired data collector is available under New Jersey State Contract 17-Fleet-00726; and

WHEREAS, the Chief of Police has obtained quote #2073675 dated 5/2/2023 from Stalker Radar Applied Concepts, Inc.,855 E. Collins Blvd., Richardson, TX 75081; and

WHEREAS, Stalker Radar, Applied Concepts, Inc. is a qualified vendor under the aforesaid State Contract and its proposal is consistent with the State Contract; and

WHEREAS, the proposed purchase of a Stalker Traffic Data Collector from Stalker Radar, Applied Concepts, Inc.is subject to all the terms and conditions of the aforesaid State Contract; and

WHEREAS, a copy of the quote from Stalker Radar, Applied Concepts, Inc. in the amount of \$2,695.00 is attached to this Resolution; and

WHEREAS, purchase of the Traffic Data Collector under State Contract as proposed conforms with the Local Public Contracts Law and does not require further public bidding; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Capital budget, line item C-04-21-010-000-201;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington that the acquisition of a Stalker Traffic Data Collector for the Pennington Borough Police Department pursuant to the attached proposal from Stalker Radar, Applied Concepts, Inc. is hereby authorized, and the Chief Financial Officer and Borough Clerk are further authorized to execute such purchase orders and other documents as are needed to effectuate the purchase.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	S			
Chandler	M				Stern	X			
Gnatt	X				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-6.3, second by Council Member Marciante with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 6.4**

**RESOLUTION AUTHORIZING BLOCK PARTY ON JULY 8, 2023 FROM
4 PM TO 8 PM ON VOORHEES AVENUE**

WHEREAS, Charles Marciante has applied to the Borough of Pennington for permission to close the streets known as Burd Street and Sked Street in the Borough on July 8, 2023 beginning at 4 PM and ending at 8 PM for a block party on Voorhees Avenue for an estimated 30 people;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that this application by Charles Marciante is approved subject to the following conditions:

1. The road closure on the dates and at the times indicated must be approved by the Pennington Borough Police Department and comply with its directives.
2. Each property owner affected by the closure shall be notified in writing substantially in advance of the closure.
3. There must be access for emergency vehicles at all times.
4. All local noise ordinances must be observed.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	X			
Chandler	M				Stern	S			
Gnatt	X				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-6.4, second by Council Member Stern with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 6.5**

**RESOLUTION AUTHORIZING BLOCK PARTY ON AUGUST 19, 2023 (RAIN DATE AUGUST 20,
2023) FROM 11 AM TO 10 PM ON SKED STREET**

WHEREAS, Patrick Marchetti has applied to the Borough of Pennington for permission to close the street known as Sked Street in the Borough on August 19, 2023 (Rain Date August 20, 2023) beginning at 11 AM and ending at 10 PM for a block party on Sked Street (South End) for an estimated 50 people;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that this application by Patrick Marchetti is approved subject to the following conditions:

5. The road closure on the dates and at the times indicated must be approved by the Pennington Borough Police Department and comply with its directives.
6. Each property owner affected by the closure shall be notified in writing substantially in advance of the closure.
7. There must be access for emergency vehicles at all times.
8. All local noise ordinances must be observed.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	X			
Chandler	M				Stern	S			
Gnatt	X				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-6.6, second by Council Member Stern with all members present voting in favor.

BOROUGH OF PENNINGTON

RESOLUTION 2023 – 6.7

RESOLUTION AUTHORIZING TREE WORK AT SKED STREET PARK AND AUTHORIZING THE USE OF OPEN SPACE FUNDS FOR THIS PURCHASE

WHEREAS, on the recommendation of the Parks and Recreation Committee in collaboration with Borough Council’s Public Works Committee, Borough Council seeks to make improvements to Sked Street Park to enhance its enjoyment by Borough residents as active open space;

WHEREAS, the approved plan for Sked Street Park includes replacement of existing playground equipment, park benches, upgrades and expansion of the walking path, tree removal and pruning and purchase and installation of a gazebo; and

WHEREAS, Resolution 2023-5.6 authorized the removal of 11 trees at Sked Street Park; and

WHEREAS, Public Works Superintendent Rick Smith has identified 2 additional trees that are diseased and require removal; and

WHEREAS, Public Works Superintendent Rick Smith has obtained quotes from HTS Tree Care Professionals, Tom’s Tree Service and Princeton Tree Care for tree removal and stump grinding of the 2 additional trees at Sked Street Park; and

WHEREAS, Mr. Smith recommends that the Borough accept quote #5767, dated May 19, 2023 submitted by HTS Tree Care Professionals for removal of 2 trees including stump grinding in the park; and

WHEREAS, Pennington’s Open Space Trust Fund has been created in accordance with N.J.S.A. 40:12-15.7, which authorizes use of such funds for development and maintenance of lands acquired for recreation purposes, as determined by the governing body of the municipality;

WHEREAS, the Chief Financial Officer has certified that funds are available in the Open Space Trust Fund for this purpose;

NOW, THEREFORE, BE IT RESOLVED, by Borough Council of the Borough of Pennington, that the Borough Clerk is hereby authorized to issue a purchase order in an amount not to exceed \$4,000.00 for the removal of 2 additional trees at Sked Street Park as quoted in the attached proposal of HTS Tree Care Professionals.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	M			
Chandler	S				Stern	X			
Gnatt	X				Valenza	X			

Council Member Marciante made a motion to approve Resolution 2023-6.7, second by Council Member Chandler with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 - 6.8**

RESOLUTION APPROVING RENEWAL OF PLENARY RETAIL CONSUMPTION LICENSE #1108-33-001-001 FOR 2023--2024

WHEREAS, renewal of Plenary Retail Consumption License #1108-33-001-001 is due for renewal on or before June 30, 2023; and

WHEREAS, the Borough has received an application for renewal but that application is yet unaccompanied by payment of Borough renewal fee;

WHEREAS, the Borough of Pennington Health Department has consequently not yet inspected the licensed premises for compliance with requirements under their purview;

WHEREAS, these matters are being addressed and it is anticipated that they will be resolved shortly;

WHEREAS, it is therefore the intent of Borough Council to approve the owners application for renewal of licensure subject to receipt of payment of the Borough fee and satisfactory completion of all required inspections;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the application for renewal of License #1108-33-001-001 for the year 2023-2024 is hereby approved subject to the above conditions; and

BE IT FURTHER RESOLVED that the Borough Clerk of the Borough of Pennington, County of Mercer, is hereby authorized and instructed to issue and deliver said license when these conditions are satisfied and then notify the Division of Alcoholic Beverage Control accordingly, on or before June 30, 2024.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	X			
Chandler	M				Stern	S			
Gnatt	X				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-6.8, second by Council Member Stern with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023-6.9**

**RESOLUTION AUTHORIZING RETENTION OF
SPECIAL LABOR COUNSEL**

WHEREAS, the Borough of Pennington requires the services of a special labor counsel to represent the Borough in a pending employee disciplinary matter;

WHEREAS, on or about May 12, 2023, in anticipation of statutory deadlines for Borough action, on the advice of the Borough Attorney, the Mayor entered into an agreement with the law firm of Trimboli & Prusinowski, LLC, of Morristown, New Jersey, through its principal Stephen E. Trimboli, Esquire, to serve as special labor counsel in this matter;

WHEREAS, a condition of this agreement provides that at the first meeting of Borough Council after the signing of the agreement by Borough representatives, Borough Council will have the right to terminate the agreement effective immediately, provided the attorney is compensated in full for all services and expenses incurred to the date notice of the termination is provided;

WHEREAS, the agreement provides that the firm shall perform services at the rate of \$200 per hour for attorneys and \$125 per hour for paralegals, with a projected total cost of \$30,000. which may not be exceeded without prior approval by Borough Council;

WHEREAS, in accordance with the Local Public Contracts Law, this agreement has been awarded without advertising for bids because it is a contract for professional services;

WHEREAS, the Chief Financial Officer of the Borough has certified that funds are available for this purpose in the Legal Consultants line #3-01-20-155-000-250;

NOW, THEREFORE, BE IT RESOLVED, by Borough Council of the Borough of Pennington, that the agreement retaining special labor counsel as described above is hereby ratified and approved.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	X			
Chandler	M				Stern	X			
Gnatt	X				Valenza	S			

Council Member Chandler made a motion to approve Resolution 2023-6.9, second by Council Member Valenza with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023-6.10**

**RESOLUTION AUTHORIZING RETENTION OF
ATTORNEY FOR SERVICES AS HEARING OFFICER**

WHEREAS, the Borough of Pennington requires the services of a hearing officer to hear a pending employee disciplinary matter;

WHEREAS, the Borough seeks to retain Ellen O’Connell to perform these services; and

WHEREAS, Ellen O’Connell has the necessary judicial experience to perform these services; and

WHEREAS, Ellen O’Connell will enter into a Professional Services agreement specifying compensation at the rate of \$185.00 per hour and reimbursement of necessary related expenses; and

WHEREAS, the total expenditure for these services shall not exceed \$5,000.00 without prior written approval by Borough Council;

WHEREAS, in accordance with the Local Public Contracts Law, this agreement has been awarded without advertising for bids because it is a contract for professional services;

WHEREAS, the Chief Financial Officer of the Borough has certified the funds are available for these services in the Legal Consultants line #3-01-20-155-000-250;

NOW, THEREFORE, BE IT RESOLVED, by Borough Council of the Borough of Pennington, that the retention of Ellen O’Connell for the described services as a hearing officer is hereby approved, subject to execution of a Professional Services Agreement containing the above terms and further subject to approval by the Borough Attorney.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	X			
Chandler	M				Stern	X			
Gnatt	S				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-6.10, second by Council Member Gnatt with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 6.11**

**RESOLUTION AUTHORIZING AND RATIFYING APPLICATION FOR
2023 STORMWATER ASSISTANCE GRANT AND FURTHER AUTHORIZING EXECUTION OF
GRANT AGREEMENT**

WHEREAS, the New Jersey Department of Environmental Protection, Division of Watershed Protection and Restoration (DEP) is offering funding to assist New Jersey municipalities in upgrading their MS4 Stormwater Programs to comply with requirements of the 2023 Tier A MS4 Permit renewal; and

WHEREAS, the Public Works Committee reviewed and approved the submission of a grant application for the Borough of Pennington; and

WHEREAS, the Superintendent of Public Works at the direction of the Public Works Committee and with the signature of the Borough Administrator submitted the attached Grant Application Form for Existing (prior to July 1, 2022) Tier A Municipalities on May 22, 2023; and

WHEREAS, the deadline for submitting applications for this grant is December 31, 2023; and

WHEREAS, subsequent to submission of the application, the Borough received the attached letter dated May 24, 2023 entitled Approval of Stormwater Assistance Grant Application; and

WHEREAS, Borough Council seeks to ratify authorization to submit the application as referenced above in the amount of \$25,000 to be used to comply with the requirements of the Tier A MS4 Permit as outlined in the Notice of Funding Availability;

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The Grant Application Form for Existing (prior to July 1, 2022) Tier A Municipalities is hereby authorized and ratified,
2. In accordance with the letter dated May 24, 2023, the Borough agrees:
 - to use the funding from this grant provided by the DEP to comply with the requirements of the Tier A MS4 Permit as outlined in the Notice of Funding Availability;
 - to disperse the funds in two installments with the final installment dispersed upon the Department’s receipt and approval of the required Tier A Permit deliverables as detailed in the “Required Elements” section of the Department’s Notice of Funding Availability;

- any funding received by a grantee that is not committed to payment of eligible project costs or any costs not allowed by the DEP must be returned to the DEP with determination of eligible project costs at the sole discretion of the DEP;
3. if necessary, the Mayor is hereby authorized to execute further documents and/or amendments to the grant provided the amendments do not materially increase the Borough’s obligations.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone				abstain	Marciante	X			
Chandler	M				Stern	S			
Gnatt	X				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-6.11, second by Council Member Stern with all members present voting in favor with the exception of Ms. Angarone who abstained.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 6.12**

**RESOLUTION TO REQUEST AMENDMENT OF THE 2023 ADOPTED BUDGET
(CHAPTER 159) TO INSERT A SPECIAL ITEM OF REVENUE AND APPROPRIATION FOR
2023 – CLEAN COMMUNITIES**

WHEREAS, NJSA 40A4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such 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, said Director may also approve the insertion of an item of appropriation for an equal amount, and

WHEREAS, the Borough of Pennington has received a grant in the amount of \$6,391.07 from the State of New Jersey – for the 2023 Clean Communities Grant; and

WHEREAS, the Borough wishes to amend its 2023 Budget to include this amount as a special item of revenue and appropriation;

NOW THEREFORE BE IT RESOLVED, that the Borough Council of the Borough of Pennington hereby requests the Director of the Division of Local Government Services to approve the insertion of a special item of revenue in the budget of the year 2023 in the sum of \$6,391.07, which is now available as revenue from:

2023 – Clean Communities Grant

BE IT FURTHER RESOLVED that a like sum of \$6,391.07 be and the same is hereby appropriated under the caption of:

2023 – Clean Communities Grant

BE IT FURTHER RESOLVED that the Borough Clerk file the required documents with the Director of Local Government Services.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone				abstain	Marciante	X			
Chandler	M				Stern	X			
Gnatt	S				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-6.12, second by Council Member Gnatt with all members present voting in favor with the exception of Council Member Angarone who abstained.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 6.13**

**RESOLUTION AUTHORIZING PAYMENT REQUEST NO. 1 TO TOP LINE CONSTRUCTION
CORP. FOR WORK COMPLETED ON THE WEST FRANKLIN AVENUE AND KNOWLES
STREET ROAD REHABILITATION PROJECT (VNHA #44836-210-71)**

WHEREAS, Top Line Construction Corp. has completed work pursuant to the contract for the West Franklin Avenue and Knowles Street Road Rehabilitation Project (VNHA File #:44836-210-71); and

WHEREAS, Van Note Harvey Associates has reviewed Top Line Construction Corp’s attached application for payment and recommends payment of same pursuant to the Contractor’s Request for Payment No.1 in the amount of \$344,037.39 less 2% retainage in the amount of \$6,880.75; and

WHEREAS, this is a partial payment under the contract; and

WHEREAS, funds are available through a grant from the NJDOT under Ordinance 2022-5 in the General Capital Fund;

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that payment to Top Line Construction Corp. in the net amount of \$337,156.64 pursuant to payment request No.1 is hereby authorized, upon receipt of fully executed documents and certified payrolls.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	M			
Chandler	S				Stern	X			
Gnatt	X				Valenza	X			

Council Member Marciante made a motion to approve Resolution 2023-6.13, second by Council Member Chandler with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 6.14**

RESOLUTION AUTHORIZING SUBMISSION OF GOVERNOR’S COUNCIL ON ALCOHOLISM AND DRUG ABUSE FISCAL GRANT JULY 1, 2023 TO JUNE 30, 2024

WHEREAS, the Governor’s Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, the Council of the Borough of Pennington, County of Mercer, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society among persons of all ages; and therefore along with Hopewell Township and Hopewell Borough has established a Municipal Alliance Committee; and,

WHEREAS, Pennington Borough further recognizes that it is incumbent upon not only public officials but also upon the entire community to take action to prevent alcoholism and drug abuse in its community; and,

WHEREAS, Borough Council has applied for funding to the Governor’s Council on Alcoholism and Drug Abuse as a consortium with Hopewell Township and Hopewell Borough through the County of Mercer; and,

WHEREAS, the requested funding will be applied among the three municipalities in Hopewell Valley based on population;

NOW, THEREFORE, BE IT RESOLVED by the Borough of Pennington, County of Mercer, State of New Jersey, as follows:

- The Pennington Borough Council does hereby authorize the submission of a strategic plan for the Hopewell Valley Municipal Alliance grant for budget year of July 1, 2023 to June 30, 2024, subject to certification of available funds by the Chief Financial Officer of the Borough, in the amount of:

DEDR	\$ 9,467.00
Cash Match	\$17,800.00*
In-Kind	\$ 7,100.25

*Hopewell Township: \$14,000.00, **Pennington Borough \$1,500.00**, Hopewell Borough \$2,300.00

- The Pennington Borough Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	X			

Chandler	M				Stern	X			
Gnatt	X				Valenza	S			

Council Member Chandler made a motion to approve Resolution 2023-6.14, second by Council Member Valenza with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 6.15**

**RESOLUTION AUTHORIZING A PROFESSIONAL
SERVICES AGREEMENT WITH MONTROSE ENVIRONMENTAL FOR THE COMPLETION OF
THE 2022 RIGHT TO KNOW SURVEY**

WHEREAS, the Borough Council of the Borough of Pennington seeks to retain the services of Montrose Environmental, licensed engineers, to assist the Borough in completion of the 2022 Right To Know Survey;

WHEREAS, a copy of the Montrose proposal, dated May 24, 2023, is annexed to this resolution;

WHEREAS, the contemplated services include inventory of areas that contain hazardous chemicals, completion of the 2022 Right to Know Survey for each area, together with update of the Written Hazard Communications Plan (Tasks 1 and 2 in attached proposal);

WHEREAS, the areas inventoried for hazardous chemicals will include:

1. Borough Hall/Library/Police Dept.
2. Senior Citizen Center
3. Public Works Garage
4. Well House 4 & 5
5. Well House 6
6. Well House 7
7. Well House 8 & 9

WHEREAS, Montrose Environmental will prepare the appropriate number of surveys and distribute them to all required state and local agencies as well as provide a copy for the Borough files; and

WHEREAS, Montrose Environmental has agreed to perform Tasks 1 and 2 for the lump sum amount of \$3,015.00;

WHEREAS, the attached Montrose proposal includes additional tasks (“Additional Tasks”) which may be optional, namely tasks 3, 3a, 4 and 4a, as described on pages 2 and 3 and priced on page 4 of the proposal;

WHEREAS, Borough Council wishes to authorize the Mayor and the Borough Clerk, as appropriate, to obtain the performance of such of the Additional Tasks as may be legally required;

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the Mayor and Borough Clerk of the Borough are hereby authorized to issue one or more purchase orders or enter into one or more agreements with Montrose Environmental to ensure performance of Tasks 1 and 2 at the cost of \$3,015.00 and to issue or enter into such additional purchase orders or agreements as needed to obtain performance of such of the Additional Tasks as may be legally required, at the price or prices indicated in the proposal, not to exceed \$3,450.00 for said Additional Tasks.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	X			
Chandler	M				Stern	X			
Gnatt	X				Valenza	S			

Council Member Chandler made a motion to approve Resolution 2023-6.15, second by Council Member Valenza with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 6.16**

**RESOLUTION AUTHORIZING REFUND OF REDEMPTION
MONIES TO OUTSIDE LIENHOLDER**

WHEREAS, at the Borough Tax Sale held on December 3, 2021, a lien was sold on Block 102.01, Lot 3, also known as 84 Woolsey Court, Pennington, NJ, for 2020 delinquent tax payments; and

WHEREAS, this lien, known as Tax Sale Certificate #21-00001, was sold to Christiana T C/F CE1/First Trust, P.O. Box 5021, Philadelphia, PA 19111-5021 for 0% and a \$22,000.00 premium; and

WHEREAS, Homestead Title Agency, Inc. 114 North Broad Street, Woodbury, New Jersey 08096 have effected redemption of Certificate #21-00001 in the amount of \$14,107.37;

NOW, THEREFORE, BE IT RESOLVED, that the Chief Financial Officer is authorized to issue a check in the amount of \$14,107.37 payable to Christiana T C/F CE1/First Trust, P.O. Box 5021, Philadelphia, PA 19111-5021 for the redemption of Tax Sale Certificate #21-00001; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to issue a check in the amount of \$22,000.00 (Premium) from the Other Trust fund to the aforementioned lienholder.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	S				Marciante	M			
Chandler	X				Stern	X			
Gnatt	X				Valenza	X			

Council Member Marciante made a motion to approve Resolution 2023-6.16, second by Council Member Angarone with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023-6.17**

AUTHORIZING THE TAX COLLECTOR TO PROCESS THIRD QUARTER “ESTIMATED” TAX BILLS, DUE AUGUST 1, 2023

WHEREAS, in light of the County Budget not being adopted; and

WHEREAS, the DLGS hasn’t Certified our Levy and the County Board of Taxation cannot certify taxes until after the June 30, 2023 deadline to process third quarter tax bills due August 1, 2023; and

WHEREAS, without a Certified Levy, the Tax Collector cannot process the final 2023 Tax Levy; and

WHEREAS, the Tax Collector, in consultation with the Chief Financial Officer, computed and certified an estimated Tax Levy necessary to bill third quarter taxes due August 1, 2023

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of Pennington, in the County of Mercer and State of New Jersey on this 5th day of June, 2023 that the Tax Collector is hereby authorized and directed to process estimated tax bills for the third quarterly installment of 2023 taxes; and

BE IT FURTHER RESOLVED that, the third quarterly installment of 2023 taxes shall not be subject to interest until the later of August 10, 2023 or the twenty-fifth (25) calendar day after the date the estimated tax bills were mailed. The estimated tax bills shall contain a notice specifying the date on which interest may begin to accrue.

BE IT FURTHER RESOLVED, that the Pennington Tax Collector is hereby authorized to prepare and issue estimated tax bills for the third installment of 2023 based upon an annualized levy analysis totaling \$15,680,177.90, \$2.973 total rate. The Tax Collector shall proceed and take such actions as are permitted and required by P.L. 1994, c.72 (N.J.S.A. 54:4-66.2 and 54:4-66.3).

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	X			
Chandler	M				Stern	S			
Gnatt	X				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-6.17, second by Council Member Stern. Chief Financial Officer, Sandra Webb stated that the State has been unable to approve the County budget and therefore they are unable to certify our tax rate. Mrs. Webb stated that we don’t know when the State will certify the rate so in order to avoid a cash flow problem she is recommending that we issue estimated tax bills. Upon a roll call vote all members present voted in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023-6.18**

RESOLUTION APPROVING EMERGENCY APPROPRIATION BY THE PENNINGTON BOROUGH BOARD OF FIRE COMMISSIONERS, DISTRICT NO. 1. IN THE AMOUNT OF \$17,380. FOR REPAIR OF A PUMPER TANKER TRUCK TO PROTECT AND PROMOTE THE PUBLIC SAFETY

WHEREAS, the Pennington Borough Board of Fire Commissioners District No. 1 has filed with Pennington Borough Council the attached Resolution, adopted on April 18, 2023 by no less than 2/3 of the Board’s full membership (hereafter the “ Fire District Resolution”) declaring that an emergency exists requiring a supplemental appropriation in the amount of \$17,380;

WHEREAS, as further explained in the Fire District Resolution, the emergent purpose of the supplemental appropriation is to repair a pumper tanker truck in substantial need of repairs, including seal replacement, engine repair, brake repair and repair of a hole in the pumper presented;

WHEREAS, the Fire District Resolution further represents that, in accordance with N.J.S.A. 40A:14-78.11, an emergency appropriation is required because the need for these repairs was not foreseen at the time of the adoption of the Fire District’s operating budget and its approval by the Director of the Division of Local Government Services, and use of the pumper tanker truck is needed to protect and promote the public safety;

WHEREAS, the District Resolution also represents that in compliance with N.J.S.A. 14:78.12, the proposed emergency appropriation together with any prior emergency appropriations made during this budget year does not exceed the maximum permitted 3% of total current operating appropriations made in the budget for this year;

WHEREAS, the District Resolution further stipulates that the \$17,380 emergency appropriation will be provided in full by the District as a deferred charge in the District’s 2023 current fund operating budget;

WHEREAS, a copy of the Fire District Resolution has been filed with Pennington Borough Council because the Resolution shall not take effect until approved by a vote of 2/3 of the full membership of the municipal governing body, which shall certify its approval to the Fire District, in accordance with N.J.S.A. 40A:14-78.13;

NOW, THEREFORE, BE IT RESOLVED, by no less than 2/3 of its full authorized membership of Borough Council as follows:

1. An emergency appropriation by the Pennington Borough Board of Fire Commissioners, District No. 1, is hereby made for repair of the described pumper tanker truck in the amount of \$17,380;
2. This emergency appropriation shall be provided for in full in the 2024 Fire District budget;
3. Two (2) certified copies of this resolution shall be filed with the Director of the Division of Local Government Services;
4. This approval shall be certified to the Fire District.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante				abstain
Chandler	M				Stern	X			
Gnatt	S				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-6.18, second by Council Member Gnatt with all members present voting in favor with the exception of Mr. Marciante who abstained.

**BOROUGH OF PENNINGTON
RESOLUTION 2023-6.19**

RESOLUTION AUTHORIZING AMENDMENT OF AGREEMENT WITH PENN MEDICINE PRINCETON MEDICAL CENTER TO PROVIDE FOR ADDITIONAL SERVICES FOR CDL LICENSEES

WHEREAS, by Resolution 2023-2.8, Borough Council has authorized an agreement with Penn Medicine Princeton Medical Center (Occupational Health) to provide for a Substance Abuse Testing Randomization Program for CDL (commercial driver license) drivers employed by the Borough in compliance with 49 CFR 382 and 49 CFR 40 (“Agreement”);

WHEREAS, the Borough now seeks to amend the Agreement in accordance with the attached Price Quotation to provide for the following additional services for its CDL licensees, relating to annual examinations required by law:

- Vision Examination, Hearing Examination and Urine Test, including completion of related paperwork for submission to the Department of TransportationTotal Combined Fee: \$100
- Audiogram (only if abnormal hearing test)Additional Fee: \$45

WHEREAS, the total cost of these services shall not exceed \$1,000 without the prior written approval of Borough Council;

WHEREAS, the Chief Financial Officer of the Borough has certified that funds are available for this purpose in Account # 3-01-26-305-000-250;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the Mayor is hereby authorized to accept the attached Price Quotation and to enter into an amended Agreement with Penn Medicine Princeton Medical Center (Occupational Health) on behalf of the Borough for the provision of the described services.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	X			
Chandler	M				Stern	X			
Gnatt	S				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-6.19, second by Council Member Gnatt with all members present voting in favor.

Mayor Davy stated that Resolution 2023-6.20 will be addressed after the Closed Session.

PROFESSIONAL REPORTS

Borough Administrator – Mr. Neiman reported that he had a conversation with Capital Health regarding ambulance services for 2024 and they are preparing a proposal for consideration. Mr. Nieman stated that AARP is working on the anchor tax credit and seeing if it could applied directly to taxes and also a caregiver’s credit to be applied towards taxes.

Borough Attorney – Mr. Bliss stated that he will report in closed session.

Borough Clerk – Mrs. Sterling had nothing further.

Chief Financial Officer – Mrs. Webb reported field work for the audit has been completed and we should be receiving our final audit report shortly.

Chief Doug Pinelli – Chief Pinelli reported that the two new vehicles are here and were present at Pennington Day. Chief Pinelli stated that Beigene trucks have begun to come through Pennington. Chief Pinelli reported that two officers have completed training for DID (Drug Intervention).

Public Comment

Mayor Davy asked that anyone wishing to speak, please raise your hand so the Borough Clerk can acknowledge you, please state your name and address for the record and limit comments to the Governing Body to a maximum of 3 minutes.

There were no comments from the public.

CLOSED SESSION

AT, 9:09 PM, BE IT RESOLVED, that Mayor and Council shall hereby convene in closed session for the purposes of discussing a subject or subjects permitted to be discussed in closed session by the Open Public Meetings Act, to wit:

Litigation – Hopewell PILOT

Potential Litigation – Beigene

Mayor Davy stated that Borough Council anticipates returning to open session to take action on Resolution 2023-6.20.

At 9:57pm, Mayor and Council returned to Open Session.

**BOROUGH OF PENNINGTON
RESOLUTION 2023-6.20**

**RESOLUTION AUTHORIZING THE FILING OF AN APPEAL OF THE TRIAL COURT
DECISION IN HOPEWELL BOROUGH, PENNINGTON BOROUGH,
ET AL VS HOPEWELL TOWNSHIP, US HOME AT HOPEWELL PARC URBAN RENEWAL
LLC, ET AL. CONTESTING APPROVAL OF 30-YEAR TAX EXEMPTION FOR THE
DEVELOPMENT.**

WHEREAS, Hopewell Borough and Pennington Borough have together filed an action in lieu of prerogative writs, captioned Hopewell Borough and Pennington Borough, et al v. Hopewell Township, US Home at Hopewell Parc Urban Renewal LLC., et al, Superior Court of New Jersey, Law Division – Mercer County, Docket No. L-497-22;

WHEREAS, this action challenges Hopewell Township Ordinance 22-1766 awarding a 30-year tax exemption for a US Home development consisting of 1,077 housing units with a 20% set-aside for affordable housing;

WHEREAS, the Boroughs maintain among other things that notwithstanding the inclusion of affordable housing, which is indeed a benefit of the project, the tax exemption does not meet the criteria for exemption and is not required for the success of the project, while nonetheless creating a windfall for the Township and shifting an estimated \$25 million in school taxes to the two Boroughs over the next 30 years;

WHEREAS, the Boroughs are represented by co-counsel, Joseph C. Tauriello, Esquire and Walter R. Bliss, Jr., Esquire;

WHEREAS, the matter was the subject of multiple briefs and oral argument before the trial court and on May 1, 2023, the Hon. Robert Lougy, A.J.S.C. entered an Order Dismissing Complaint With Prejudice and an accompanying opinion;

WHEREAS, the two Boroughs wish to authorize Mr. Tauriello and Mr. Bliss to file an appeal of the the trial court decision in the Superior Court Appellate Division, an appeal the Boroughs are entitled to file as of right;

WHEREAS, the estimated cost of the appeal is \$12,500, to be shared 50/50 by the two municipalities;

WHEREAS, the Chief Financial Officer of Pennington has certified that the funds for this Borough’s share of the cost is available for this purpose;

NOW, THEREFORE, BE IT RESOLVED, by Borough Council of the Borough of Pennington, that legal counsel Tauriello and Bliss are hereby authorized to file in the Appellate Division of Superior Court an appeal of the trial court decision of May 1, 2023 in the above-referenced matter, with the proviso that no fee or expense incurred shall exceed the Borough share of \$6,250 without prior written approval of this Borough Council.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	X			
Chandler	X				Stern	X			
Gnatt	S				Valenza	M			

Council Member Valenza made a motion to approve Resolution 2023-6.20, second by Council Member Gnatt with all members present voting in favor.

At 9:58pm with no further business to address, Council Member Stern made a motion to adjourn, second by Council member Chandler.

Respectfully submitted,

Elizabeth Sterling
Borough Clerk

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 7.2**

AUTHORIZING PAYMENT OF BILLS

WHEREAS, certain bills are due and payable as per itemized claims listed on the following schedules, which are made a part of the minutes of this meeting as a supplemental record;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Pennington that the bills be paid on audit and approval of the Mayor, the Appropriate Council Member and the Treasurer in the amount of \$ 3,615,303.19 from the following accounts:

Current	\$ 2,554,418.73
W/S Operating	\$ 482,662.00
Grant Fund	\$ 22,515.42
Developer’s Escrow	\$ 2,238.30
General Capital	\$ 443,238.27
Other Trust Fund	\$ 88,280.00
Open Space Fund	\$ 17,500.00
COAH Trust	\$ 4,371.48
Animal Control	\$ 2.40
Unemployment Trust	\$ 76.59
TOTAL	\$ 3,615,303.19

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone					Marciante				
Chandler					Stern				
Gnatt					Valenza				

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on July 10, 2023.

Elizabeth Sterling, Borough Clerk

TO: Mayor & Council
 SUBJECT: Time Sensitive Payments
 Bank of Princeton
 BILL LIST: 10-Jul-23

Current Fund

CK 18688	23-00251	Pitney Bowes, Inc.	\$	1,026.66	
CK 18689	23-00532	Pitney Bowes, Inc. - Postage	\$	500.00	
CK 18690	23-00533	Boro of Pennington - W/S Operating	\$	117,813.10	
CK 18691	23-00537	Boro of Pennington - Unemployment Trust	\$	5,000.00	
CK 18692	23-00538	Boro of Pennington - Other Trust Fund	\$	5,000.00	
CK 18693	23-00539	Boro of Pennington - General Capital	\$	75,000.00	
Wire 12175	23-00510	Boro of Pennington - General Capital	\$	386,250.00	
Wire 12176	23-00509	Payroll Account	\$	73,212.50	
Wire 12178	23-00520	Payroll Acct - DCRP - PD 6/15/23	\$	196.54	
Wire 12179	23-00566	Payroll Account	\$	67,777.52	
Wire 12181	23-00570	Payroll Acct - DCRP - PD 6/30/23	\$	210.72	
Wire 12182	23-00521	Hopewell Valley Regional School District	\$	768,214.76	
Wire 12183	23-00521	Hopewell Valley Regional School District	\$	45,157.87	
	23-00557	Chase Manhattan Bank - Principal	\$	65,000.00	Due 7/15/23
	23-00561	Chase Manhattan Bank - Interest	\$	11,525.63	Due 7/15/23
	23-00568	Payroll Account - HB Active	\$	15,558.14	Due 7/15/23
	23-00569	Payroll Account - HB Retired	\$	5,673.33	Due 7/15/23
	23-00522	Hopewell Valley Regional School District	\$	768,214.76	Due 8/1/23
			\$	2,411,331.53	

Water/Sewer Operating

CK 5804	23-00532	Pitney Bowes - Postage	\$	1,000.00	
CK 5805	23-00534	Boro of Pennington - Current Fund	\$	100,000.00	
CK 5806	23-00540	Boro of Pennington - W/S Capital	\$	107,000.00	
Wire 22177	23-00509	Payroll Account	\$	13,160.07	
Wire 22180	23-00566	Payroll Account	\$	12,880.79	
	23-00544	NJ Ibank	\$	13,527.75	Due 8/1/23
	23-00544	NJ Ibank	\$	3,778.45	Due 8/1/23
	23-00557	Chase Manhattan Bank - Principal	\$	65,000.00	Due 7/15/23
	23-00561	Chase Manhattan Bank - Interest	\$	11,685.62	Due 7/15/23
	23-00568	Payroll Account - HB Active	\$	6,667.77	Due 7/15/23
	23-00569	Payroll Account - HB Retired	\$	2,266.69	Due 7/15/23
			\$	336,967.14	

Trust Fund

CK 1236	23-00535	Boro of Pennington - Current Fund	\$	57,500.00	
Wire 12177	23-00509	Payroll Account	\$	18,980.00	
Wire 12180	23-00566	Payroll Account	\$	11,800.00	
			\$	88,280.00	

General Capital

CK 8389	23-00500	Top Line Construction	\$	337,156.64	
CK 8390	23-00536	Boro of Pennington - Current Fund	\$	48,897.61	
			\$	386,054.25	

TOTAL \$ 3,222,632.92

BOROUGH OF PENNINGTON
Purchase Order Listing By Vendor Name

P.O. Type: All
 Range: First to Last
 Format: Detail without Line Item Notes First Enc Date Range: First to 12/31/23
 Vendors: All
 Rcvd Batch Id Range: First to Last
 Open: N Paid: N Void: N
 Rcvd: Y Held: N Aprv: N
 Bid: Y State: Y Other: Y Exempt: Y

Vendor # Name	PO # PO Date Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void Date	Invoice	1099 Excl
HOUST005 Ariel Houston											
	23-00020 01/23/23 Court Reporter - 2023										
	10 Court Reporter - June 22, 2023	100.00	B	3-01-43-490-000-267	B MUNICIPAL COURT: Other Services	R	01/23/23	06/26/23	6-22-23		N
	Vendor Total:	100.00									

Vendor # Name	PO # PO Date Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void Date	Invoice	1099 Excl
BAKER Baker & Taylor - Books											
	23-00451 05/19/23 Purchase of Books - April 2023										
	1 L0757713 - 5018288761	91.91		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	05/19/23	06/13/23	5018288761		N
	2 L0757713 - 5018271562	389.69		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	05/19/23	06/13/23	5018271562		N
	3 L3029933 - 5018283611	284.82		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	05/19/23	06/13/23	5018283611		N
	4 L4065523 - 5018277714	53.82		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	05/19/23	06/13/23	5018277714		N
	5 L5210893 - 5018277814	76.67		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	05/19/23	06/13/23	5018277814		N
	6 L5210893 - 5018296690	73.76		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	05/19/23	06/13/23	5018296690		N
	7 L5210893 - 5018315293	110.66		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	05/19/23	06/13/23	5018315293		N
	8 L5216343 - 5018232427	499.09		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	05/19/23	06/13/23	5018232427		N
	9 L5216343 - 5018241251	789.41		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	05/19/23	06/13/23	5018241251		N
	10 L5216343 - 5018311324	93.38		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	05/19/23	06/13/23	5018311324		N
	11 L5216343 - 5018275997	936.17		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	05/19/23	06/13/23	5018275997		N
	12 L5216343 - 5018293081	294.32		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	05/19/23	06/13/23	5018293081		N
	Vendor Total:	3,693.70									

Vendor # Name	PO # PO Date Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void Date	Invoice	1099 Excl
23-00517 06/14/23 Purchase of Books - May 2023											
	1 L0757713 - 5018330545	395.66		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	06/14/23	06/27/23	5018330545		N
	2 L0757713 - 5018349585	103.02		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	06/14/23	06/27/23	5018349585		N
	3 L0757713 - 5018370809	76.38		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	06/14/23	06/27/23	5018370809		N
	4 L3029933 - 5018357227	2,277.05		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	06/14/23	06/27/23	5018357227		N
	5 L4065523 - 5018328769	53.24		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	06/14/23	06/27/23	5018328769		N
	6 L5210893 - 5018334665	92.48		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	06/14/23	06/27/23	5018334665		N
	7 L5210893 - 5018353911	38.65		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	06/14/23	06/27/23	5018353911		N
	8 L5210893 - 5018374019	73.76		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	06/14/23	06/27/23	5018374019		N
	9 L5216343 - 5018322153	13.11		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	06/14/23	06/27/23	5018322153		N

Vendor # Name	PO # PO Date Description	Item Description	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
BAKER Baker & Taylor - Books												
	23-00517 06/14/23 Purchase of Books - May 2023	Continued										
	10 L5216343 - 5018341848	16.36	3-01-29-390-000-242		B LIBRARY: Books/Materials/Publications	R		06/14/23	06/27/23		5018341848	N
	11 L5216343 - 5018359658	27.21	3-01-29-390-000-242		B LIBRARY: Books/Materials/Publications	R		06/14/23	06/27/23		5018359658	N
		<u>3,166.92</u>										
	Vendor Total:	6,860.62										
BISHALE Bish Sales & Service												
	23-00003 01/20/23 Equipment Supply - 2023			B								
	5 Inv. 28460 - Switch / Chain	83.00	3-01-26-313-000-226		B SHADE TREE: Equip. Maintenance	R		01/20/23	06/20/23		28460	N
	Vendor Total:	83.00										
BOROUGH2 Boro of Pennington - Grant Fd												
	23-00530 06/19/23 Move Recycling Tonnage Funds											
	1 Move Recycling Tonnage Funds	8,533.11	3-01-50-901-000-205		B INTERFUND - GRANT FUND	R		06/19/23	06/19/23			N
	Vendor Total:	8,533.11										
BRITTON Britton Industries, Inc.												
	23-00004 01/20/23 Tipping Fees-wood Chips/Brush			B								
	17 Inv. 0986415-In - Brush	251.69	G-02-44-926-000-250		B Solid waste Recycling	R		05/19/23	06/08/23		0986415-IN	N
	18 Inv. 0989276-In - Brush	180.17	G-02-44-926-000-250		B Solid waste Recycling	R		01/20/23	06/13/23		0989276-IN	N
	19 Inv. 0993131-In - Brush	188.56	G-02-44-926-000-250		B Solid waste Recycling	R		01/20/23	06/22/23		0993131-IN	N
	20 Inv. 0996918-In - Brush	327.59	G-02-44-926-000-250		B Solid waste Recycling	R		06/22/23	06/28/23		0996918-IN	N
		<u>948.01</u>										
	Vendor Total:	948.01										
MARRA005 Carmen Marranco												
	23-00495 06/07/23 Concert - June 27th, 2023											
	1 Concert - June 27th, 2023	500.00	3-01-28-370-000-289		B RECREATION: Concerts	R		06/07/23	06/14/23		6/27/23	N
	Vendor Total:	500.00										

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void Date	Invoice	1099 Excl
CGPHL005 CGP&H LLC												
22-00950 11/21/22 Affordable Housing - 2022												
	6 Inv. 45659 - Balance Due		418.98	B	T-03-00-850-853-255	B Affordable Housing - COAH	R	05/03/23	06/21/23		45659	N
	7 Inv. 46010 - December Billing		1,348.00		T-03-00-850-853-255	B Affordable Housing - COAH	R	05/03/23	06/21/23		46010	N
	8 Inv. 46064 - January Billing		2,285.50		T-03-00-850-853-255	B Affordable Housing - COAH	R	05/03/23	06/21/23		46064	N
	9 Inv. 46520 - February Billing		319.00		T-03-00-850-853-255	B Affordable Housing - COAH	R	05/03/23	06/21/23		46520	N
			4,371.48									
	Vendor Total:		4,371.48									
CHAMPION Champion Tire												
23-00513 06/14/23 Tires - Public Works												
	1 139172808, 225/70R195,		391.96		3-01-26-290-000-226	B STREETS: Equip. Maintenance	R	06/14/23	06/22/23		W-866988	N
	2 41, Mount/Flat 215-235/75R17.5		29.95		3-01-26-290-000-226	B STREETS: Equip. Maintenance	R	06/14/23	06/22/23		W-866988	N
	3 10BB40, 10oz Balancing Beads,		15.95		3-01-26-290-000-226	B STREETS: Equip. Maintenance	R	06/14/23	06/22/23		W-866988	N
	4 JUNK, Passenger Tire Disposal		8.00		3-01-26-290-000-226	B STREETS: Equip. Maintenance	R	06/14/23	06/22/23		W-866988	N
			445.86									
	Vendor Total:		445.86									
CHARL010 Charles Laurita												
23-00496 06/07/23 Concert - June 16th, 2023												
	1 Concert - June 16th, 2023		600.00		3-01-28-370-000-289	B RECREATION: Concerts	R	06/07/23	06/14/23		6/16/23	N
	Vendor Total:		600.00									
CINTAS01 Cintas Corporation												
23-00480 06/01/23 Janitorial - Boro Hall/Sr. Ctr												
	1 Inv. 4154233322 - Janitorial		250.53		3-01-26-310-000-273	B BOROUGH PROP: Janitorial Supp.	R	06/01/23	06/13/23		4154233322	N
	2 Inv. 4155628808 - Janitorial		37.69		3-01-26-310-000-273	B BOROUGH PROP: Janitorial Supp.	R	06/01/23	06/13/23		4155628808	N
	3 Inv. 4157089066 - Janitorial		251.24		3-01-26-310-000-273	B BOROUGH PROP: Janitorial Supp.	R	06/01/23	06/13/23		4157089066	N
	4 Inv. 4154501624 - Janitorial		69.55		3-01-26-310-000-228	B BOROUGH PROP: Maint. Sr Center	R	06/01/23	06/13/23		4154501624	N
			609.01									
	Vendor Total:		609.01									
23-00481 06/01/23 Janitorial - Public Works												
	1 Inv. 4154235462 - Janitorial		151.78		3-01-26-310-000-273	B BOROUGH PROP: Janitorial Supp.	R	06/01/23	06/13/23		4154235462	
	2 Inv. 4154917206 - Janitorial		138.65		3-01-26-310-000-273	B BOROUGH PROP: Janitorial Supp.	R	06/01/23	06/13/23		4154917206	
	3 Inv. 4155629032 - Janitorial		41.67		3-01-26-310-000-273	B BOROUGH PROP: Janitorial Supp.	R	06/01/23	06/13/23		4155629032	
	Vendor Total:		332.10									

Vendor #	Name	PO #	PO Date	Description	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	Invoice	1099	Excl
CINTAS01	Cintas Corporation			Continued											
23-00481	06/01/23 Janitorial - Public Works			Continued											
4	Inv. 4156315915 - Janitorial			35.00	3-01-26-310-000-273			B BOROUGH PROP: Janitorial Supp.	R	06/01/23	06/13/23		4156315915	N	
5	Inv. 4157089312 - Janitorial			151.78	3-01-26-310-000-273			B BOROUGH PROP: Janitorial Supp.	R	06/01/23	06/13/23		4157089312	N	
				518.88											
23-00482	06/01/23 Uniform Rental - May 2023														
1	Inv. 4154235332 - Janitorial			83.22	3-01-26-310-000-273			B BOROUGH PROP: Janitorial Supp.	R	06/01/23	06/13/23		4154235332	N	
2	Inv. 4154235332 - Uniforms			81.06	3-01-26-290-000-286			B STREETS: Uniforms & Clothing	R	06/01/23	06/13/23		4154235332	N	
3	Inv. 4154917147 - Uniforms			81.06	3-01-26-290-000-286			B STREETS: Uniforms & Clothing	R	06/01/23	06/13/23		4154917147	N	
4	Inv. 4154917147 - Janitorial			15.29	3-01-26-310-000-273			B BOROUGH PROP: Janitorial Supp.	R	06/01/23	06/13/23		4154917147	N	
5	Inv. 4155628914 - Janitorial			83.22	3-01-26-310-000-273			B BOROUGH PROP: Janitorial Supp.	R	06/01/23	06/13/23		4155628914	N	
6	Inv. 4155628914 - Uniforms			81.06	3-01-26-290-000-286			B STREETS: Uniforms & Clothing	R	06/01/23	06/13/23		4155628914	N	
7	Inv. 4156315826 - Uniforms			81.06	3-01-26-290-000-286			B STREETS: Uniforms & Clothing	R	06/01/23	06/13/23		4156315826	N	
8	Inv. 4156315826 - Janitorial			15.29	3-01-26-310-000-273			B BOROUGH PROP: Janitorial Supp.	R	06/01/23	06/13/23		4156315826	N	
9	Inv. 4157089147 - Janitorial			83.22	3-01-26-310-000-273			B BOROUGH PROP: Janitorial Supp.	R	06/01/23	06/13/23		4157089147	N	
10	Inv. 4157089147 - Uniforms			81.06	3-01-26-290-000-286			B STREETS: Uniforms & Clothing	R	06/01/23	06/13/23		4157089147	N	
				685.54											
	Vendor Total:			1,813.43											
CTY EMS	County of Mercer-EMS Dispatch														
23-00556	06/27/23 EMS Dispatch - 2023														
1	EMS Dispatch - 2023			3,430.00	3-01-42-102-000-268			B EMS - Dispatch - Mercer County	R	06/27/23	06/27/23		EMS DISP 2023	N	
	Vendor Total:			3,430.00											
HUBERTCR	Craig Hubert														
23-00287	03/21/23 Prosecutor - 2023														
5	Court - April 18, 2023			300.00	3-01-25-275-000-201		B	B PROSECUTOR: Other Expense	R	03/21/23	06/26/23		4/18/23	N	
6	Court - June 22, 2023			300.00	3-01-25-275-000-201			B PROSECUTOR: Other Expense	R	03/21/23	06/26/23		6/22/23	N	
	Vendor Total:			600.00											

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl	
DAHLJA01	Dahlia Floral Concepts	23-00446	05/19/23	Memorial Day Wreath - 2023			50.00	3-01-30-420-000-255	B	MEMORIAL DAY	R	05/19/23	06/06/23			N	
	Vendor Total:						50.00										
EAGLE005	Eagle Janitorial Services	23-00183	02/23/23	Janitorial - March-Dec 2023		B	1,457.50	3-01-26-310-000-229	B	BOROUGH PROP: Cleaning Service	R	03/07/23	06/15/23		34040	N	
	Vendor Total:						1,457.50										
EAGLE015	Eagle Point Gun/T.J Morris & S	23-00424	05/08/23	Ammo & Targets for Police Dept			109.95	3-01-25-240-000-242	B	POLICE: Police Supplies / Ammunition	R	05/08/23	06/09/23		133830	N	
	Vendor Total:						109.95										
EDMUND01	Edmunds GovTech	23-00545	06/23/23	Inv. 23-IN4574 - Est. Bills			350.00	3-01-20-145-000-250	B	TAX COLLECTION: Edmunds / Vita	R	06/23/23	07/06/23		23-IN4574	N	
	Vendor Total:						350.00										
ELITE005	Elite Vehicle Solutions	22-00774	09/12/22	Weapon Mount			872.86	2-01-25-240-000-277	B	POLICE: Vehicle Expenses	R	09/12/22	06/15/23		IN00084401	N	
	2 Labor for removal & install						510.00	2-01-25-240-000-277	B	POLICE: Vehicle Expenses	R	09/12/22	06/15/23		IN00084401	N	
	Vendor Total:						1,382.86										
23-00081	01/30/23 Equip/Labor - vehicle upfit						17,664.02	C-04-22-006-000-201	B	ORD 2022-6 - VEHICLES & EQUIPMENT	R	01/30/23	06/15/23		IN00107101	N	
23-00195	02/28/23 POLICE CAR DECALS						1,392.12	3-01-25-240-000-277	B	POLICE: Vehicle Expenses	R	02/28/23	06/15/23		IN00113201	N	
	Vendor Total:						20,439.00										

Item 17.

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	1099
									Date	Date	Excl
NUICOR01 Elizabethtown Gas											
	23-00501	06/08/23 May Billing - 2023									
	1	6764364361 - Senior Center	94.77		3-01-26-310-000-228	B BOROUGH PROP: Maint. Sr Center	R	06/08/23	06/08/23		MAY 2023
	2	2408049581 - Boro Hall/Library	95.20		3-01-26-310-000-227	B BOROUGH PROP: Building Maint.	R	06/08/23	06/08/23		MAY 2023
	3	2408049581 - Boro Hall/Library	95.20		3-01-29-390-000-264	B LIBRARY: Gas & Electric	R	06/08/23	06/08/23		MAY 2023
	4	0140296831 - Public works	117.91		3-01-26-310-000-227	B BOROUGH PROP: Building Maint.	R	06/08/23	06/08/23		MAY 2023
			403.08								
		Vendor Total:	403.08								
EXCELO05 Excel Environmental Resources											
	21-00733	09/24/21 Supplemental Remedial Invest.									
	7	Inv. 23070 - Supplemental RI	21,567.41		G-02-44-974-000-250	B NJDEP - HAZARDOUS DISCHARGE SITE REMED	R	09/24/21	06/15/23		23070
		Vendor Total:	21,567.41								
FEDEXP01 Federal Express Corporation											
	23-00519	06/14/23 Shipping Charges									
	1	Inv. 8-029-29964 - 2/6/23	47.70		3-01-20-100-000-210	B ADMIN: Postage	R	06/14/23	06/14/23		802929964
	2	Inv. 9-648-92564 - 2/6/23	6.01		3-01-20-100-000-210	B ADMIN: Postage	R	06/14/23	06/14/23		964892564
	3	Inv. 9-653-04622 - 6/19/23	5.75		3-01-20-100-000-210	B ADMIN: Postage	R	06/23/23	06/23/23		965304622
		Vendor Total:	59.46								
		Vendor Total:	59.46								
ATTMOBIL First Net (AT&T)											
	23-00580	07/07/23 MDT Service - June 2023									
	1	MDT Service - June 2023	164.96		3-01-31-440-000-264	B TELEPHONE - Police	R	07/07/23	07/07/23		JUNE 2023
		Vendor Total:	164.96								
GARDEN Garden State Highway Products											
	23-00362	04/19/23 Traffic Control and Safety Sup									
	1	Cone Sign NR - B/O Reversible	500.00		3-01-26-290-000-271	B STREETS: Street System / Salt	R	04/19/23	06/14/23		PS-INNV113376
	2	Sign Stand 4818K - Dual Spring	816.00		3-01-26-290-000-271	B STREETS: Street System / Salt	R	04/19/23	06/14/23		PS-INNV113376
	3	Traffic Cone Bars - 6' x 10'	320.00		3-01-26-290-000-271	B STREETS: Street System / Salt	R	04/19/23	06/14/23		PS-INNV113376
	4	Roll up Sign - Black/Orange	515.82		3-01-26-290-000-271	B STREETS: Street System / Salt	R	04/19/23	06/14/23		PS-INNV113376
		Roll up Sign Overlay Blk/Orange	120.00		3-01-26-290-000-271	B STREETS: Street System / Salt	R	04/19/23	06/14/23		PS-INNV113376

Item 17.

Vendor # Name	PO # PO Date Description	Item Description	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
GARDEN	Garden State Highway Products	Continued										
	23-00362 04/19/23 Traffic Control and Safety Sup	Continued										
	6 28" Orange Traffic Cone	1,250.00	3-01-26-290-000-271			B STREETS: Street System / Salt	R	04/19/23	06/14/23		PS-INW113376	N
	7 I-Beam Rail - 2" x 8" x 8' HIP	817.40	3-01-26-290-000-271			B STREETS: Street System / Salt	R	04/19/23	06/14/23		PS-INW113376	N
	8 Plasticade A-Frame Leg	640.00	3-01-26-290-000-271			B STREETS: Street System / Salt	R	04/19/23	06/14/23		PS-INW113376	N
	9 Shipping	100.00	3-01-26-290-000-271			B STREETS: Street System / Salt	R	04/19/23	06/14/23		PS-INW113376	N
		5,079.22										
	Vendor Total:	5,079.22										
GENERAL	General Code Publishers											
	23-00493 06/06/23 Inv. GC00121607 - Annual Maint											
	1 Inv. GC00121607 - Annual Maint	1,195.00	3-01-20-100-000-250			B ADMIN: Consultants (RND/e-code/website)	R	06/06/23	06/20/23		GC00121607	N
	Vendor Total:	1,195.00										
GLENN005	Glenn A. Dobron Electrical											
	23-00413 05/03/23 Replace Light Pole-Borough Lot											
	1 Labor and Materials to replace	7,375.00	3-01-26-310-000-227			B BOROUGH PROP: Building maint.	R	05/03/23	07/06/23		5270	N
	Vendor Total:	7,375.00										
HEATHLUM	Heath Lumber											
	23-00008 01/20/23 Shop Supplies - 2023											
	2 Inv. 2306-C15134 - Lumber	60.95	3-01-26-290-000-270		B	B STREETS: Hardware /Tools/ Shop Supplies	R	01/20/23	06/09/23		2306-C15134	N
	3 Inv. 2307-C18056 - Comm Lock	40.44	3-01-26-290-000-270			B STREETS: Hardware /Tools/ Shop Supplies	R	01/20/23	07/07/23		2307-C18056	N
		101.39										
	Vendor Total:	101.39										
HODULI01	Hodulik & Morrison PA											
	23-00484 06/01/23 2022 Audit Services											
	5 Inv. 723322 - Progress Billing	15,000.00	3-01-20-130-000-250		B	B FINANCE: Consultants - Audit	R	06/01/23	06/08/23		723322	N
	6 Inv. 732271 - Progress Billing	6,000.00	3-05-55-501-000-250			B WATER: Consultants (Audit)	R	06/01/23	06/27/23		732271	N

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
HODULI01 Hodulik & Morrison PA Continued 23-00484 06/01/23 2022 Audit Services 7 Inv. 732271 - Progress Billing 6,000.00 3-05-55-502-000-250 B SEWER: Consultants (Audit) R 06/01/23 06/27/23 732271 N 27,000.00 Vendor Total: 27,000.00											
HODVALCAR Hopewell Valley Car Wash 23-00514 06/14/23 POLICE CAR WASH 1 POLICE CAR WASHES 150.00 3-01-25-240-000-277 B POLICE: Vehicle Expenses R 06/14/23 06/19/23 N 2 POLICE CAR WASHES 40.00 2-01-25-240-000-277 B POLICE: Vehicle Expenses R 06/14/23 06/19/23 N 190.00 Vendor Total: 190.00											
IPDIPD01 IPD 23-00498 06/08/23 Webinar - April 19, 2023 1 Webinar - April 19, 2023 50.00 3-01-20-120-000-220 B MUN. CLERK: Education R 06/08/23 06/13/23 0419 N 23-00529 06/15/23 Cybersecurity - Aug 30, 2023 1 Cybersecurity Concerns & 50.00 3-01-20-120-000-220 B MUN. CLERK: Education R 06/15/23 06/19/23 83023 N Vendor Total: 100.00											
KYLE0005 James Kyle, PP/AICP 22-00828 10/05/22 Master Plan - Reexam 2022 B 6 Inv. 4406 - Correction 1,017.00 2-01-21-180-000-250 B PLANNING BOARD: Consultants R 10/06/22 06/09/23 4406 N 7 Inv. 4320 - Progress Billing 1,925.70 2-01-21-180-000-250 B PLANNING BOARD: Consultants R 10/06/22 06/09/23 4320 N 908.70 Vendor Total: 100.00											
23-00441 05/19/23 Escrow Invoices - March 2023 1 Inv. 4207 - Ellis - Escrow 514.50 E-16-23-003-000-250 B JOHN ELLIS - CONSULTANTS R 05/19/23 06/06/23 4207 N 2 Inv. 4209 - Jersey Meds - Esc. 58.80 E-16-22-011-000-250 B JERSEY MEDS - CONSULTANTS R 05/19/23 06/06/23 4209 N 573.30 Vendor Total: 1,482.00											

Vendor #	Name	PO #	PO Date	Description	Amount	Contract PO Type	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	Invoice	1099	
Item Description													Date		Excl	
JEFFR005	Jeffrey Rubin															
23-00448	05/19/23 Court Session - 5/18/23				300.00		3-01-25-275-000-201	B	PROSECUTOR: Other Expense	R	05/19/23	06/26/23	5-18-23		N	
1	Court Session - 5/18/23															
23-00547	06/26/23 Court Session - June 22, 2023				300.00		3-01-25-275-000-201	B	PROSECUTOR: Other Expense	R	06/26/23	06/26/23	JUNE 22, 2023		N	
1	Court Session - June 22, 2023															
	Vendor Total:				600.00											
MINOLTA	Konica Minolta Premier Finance															
23-00083	01/31/23 Copier Lease - 2022				203.29		3-01-20-100-000-226	B	ADMIN: Equip Maint (Copier/Post Meter)	R	01/31/23	06/19/23	503882219		N	
7	Inv. 503882219 - June 2023															
	Vendor Total:				203.29											
KULAK010	Kulak Arms & Outfitters LLC															
23-00435	05/17/23 uniforms for Police Dept.				1,341.00		3-01-25-240-000-286	B	POLICE: Uniforms & Clothing	R	05/17/23	07/03/23			N	
1	Uniforms for Police Dept.															
2	Uniforms for Police Dept.				695.00		3-01-25-240-000-286	B	POLICE: Uniforms & Clothing	R	07/03/23	07/03/23			N	
	Vendor Total:				2,036.00											
TAURI001	Law Offices Joseph Taurie11o															
22-00395	04/25/22 Legal Services-Hopewe11 PILOT				700.00		2-01-20-155-000-250	B	LEGAL: Consultants	R	04/25/22	06/27/23	JUNE 2023		N	
12	Inv. - June 2023															
13	Inv. - June 2023 (Transcript)				878.75		2-01-20-155-000-250	B	LEGAL: Consultants	R	04/25/22	06/27/23	JUNE 2023		N	
	Vendor Total:				1,578.75											
LAWMAN	Lawman Supply Co. of NJ															
23-00196	02/28/23 POLICE AMMUNITION				313.91		3-01-25-240-000-242	B	POLICE: Police Supplies / Ammunition	R	02/28/23	06/15/23	23-03710		N	
1	SPEER GOLD DOT 9MM 115GR 1000															
	Vendor Total:				313.91											

Vendor # Name	PO # PO Date Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	First Rcvd	Enc Date	Chk/Void Date	Invoice	1099	Excl
SCHMIE01 Mason, Griffin & Pierson	23-00136 02/13/23 Legal Services - Planning Bd.	342.50	B	3-01-21-180-000-261	B PLANNING BOARD: Legal Services	R	02/13/23	06/13/23		87577	N	
	6 Inv. 87577 - Legal Services											
	23-00516 06/14/23 Escrow - Neary - June 2023	60.00		E-16-23-002-000-250	B JAY NEARY - CONSULTANTS	R	06/14/23	06/20/23		87578	N	
	1 Inc. 87578 - Escrow - Neary											
	Vendor Total:	402.50										
MAVIS005 Mavis Discount Tire	22-00738 09/01/22 Inv 0526-00814197 - 2017 Ford	179.98		2-01-25-240-000-277	B POLICE: Vehicle Expenses	R	09/01/22	06/19/23		0526-00814197	N	
	1 Inv 0526-00814197 - 2017 Ford											
	Vendor Total:	179.98										
MCCL0005 McCloskey Mechanical Contractor	23-00143 02/13/23 HVAC Maint. Agreements - 2023	806.95	B	3-01-26-310-000-227	B BOROUGH PROP: Building Maint.	R	02/13/23	06/09/23		SD20967	N	
	2 Inv. SD20967 - Boro Hall											
	3 Inv. SD20968 - DPW Bldg.	418.60		3-01-26-310-000-227	B BOROUGH PROP: Building Maint.	R	02/13/23	06/09/23		SD20968	N	
	6 Inv. SD20969 - Senior Center	546.55		3-01-26-310-000-228	B BOROUGH PROP: Maint. Sr Center	R	06/09/23	06/09/23		SD20969	N	
	Vendor Total:	1,772.10										
	Vendor Total:	1,772.10										
MCIAUT01 Mercer County Improvement Auth	23-00030 01/23/23 Recycling Services - 2023	3,269.33	B	3-01-42-103-000-267	B Recycling Service - DO NOT USE	R	01/23/23	06/15/23		108491	N	
	8 Inv. 108491 - July 2023											
	23-00487 06/02/23 Tipping Fees - May 2023	685.31		3-01-26-305-000-291	B TRASH: Tipping Fees	R	06/02/23	06/13/23		02-00490846	N	
	1 5/1/23 - 02-00490846											
	2 5/4/23 - 02-00491171	816.21		3-01-26-305-000-291	B TRASH: Tipping Fees	R	06/02/23	06/13/23		02-00491171	N	
	3 5/8/23 - 02-00491395	799.71		3-01-26-305-000-291	B TRASH: Tipping Fees	R	06/02/23	06/13/23		02-00491395	N	
	4 5/11/23 - 02-00491739	925.10		3-01-26-305-000-291	B TRASH: Tipping Fees	R	06/02/23	06/13/23		02-00491739	N	
	5 5/15/23 - 02-00491946	721.60		3-01-26-305-000-291	B TRASH: Tipping Fees	R	06/02/23	06/13/23		02-00491946	N	
	6 5/18/23 - 02-00492312	855.81		3-01-26-305-000-291	B TRASH: Tipping Fees	R	06/02/23	06/13/23		02-00492312	N	
	7 5/22/23 - 02-00492552	816.21		3-01-26-305-000-291	B TRASH: Tipping Fees	R	06/02/23	06/13/23		02-00492552	N	
	8 5/24/23 - 02-00492842	625.90		3-01-26-305-000-291	B TRASH: Tipping Fees	R	06/02/23	06/13/23		02-00492842	N	
	5/25/23 - 02-00492950	865.71		3-01-26-305-000-291	B TRASH: Tipping Fees	R	06/02/23	06/13/23		02-00492950	N	

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Vendor #	Name	PO #	PO Date	Description	Amount	Charge Account	Contract PO Type	Acct Type	Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099	Excl
MCIAT01	Mercer County Improvement Auth	23-00487	06/02/23	Tipping Fees - May 2023	832.70	3-01-26-305-000-291		B	TRASH: Tipping Fees	R	06/02/23	06/13/23		02-00493197	N	
		10	5/30/23	- 02-00493197	7,944.26											
				Vendor Total:	11,213.59											
MGLFOR01	MGL Printing Solutions	23-00412	05/03/23	Tax Bills - 2023-2024												
		1	1300	Tax Bills - Orig.	279.50	3-01-20-145-000-205		B	TAX COLLECTION: Printing	R	05/03/23	06/13/23		197989	N	
		2	500	Tax Bills - Advice	170.00	3-01-20-145-000-205		B	TAX COLLECTION: Printing	R	05/03/23	06/13/23		197989	N	
		3		Shipping Charge	73.00	3-01-20-145-000-205		B	TAX COLLECTION: Printing	R	05/03/23	06/13/23		197989	N	
				Vendor Total:	522.50											
23-00479	06/01/23 Estimated Tax Bills	1		Estimated Tax Bills	394.00	3-01-20-145-000-205		B	TAX COLLECTION: Printing	R	06/01/23	06/20/23		198156	N	
		2		Shipping	44.00	3-01-20-145-000-205		B	TAX COLLECTION: Printing	R	06/01/23	06/20/23		198156	N	
				Vendor Total:	438.00											
23-00515	06/14/23 2023 CCR Printing and Mailing	1		2023 CCR Print/Mail/Postage	1,650.00	3-05-55-501-000-205		B	WATER: Printing	R	06/14/23	06/29/23		198378	N	
		2		Postage for CCR	519.97	3-05-55-501-000-210		B	WATER: Postage	R	06/29/23	06/29/23		198378	N	
				Vendor Total:	2,169.97											
23-00531	06/19/23 window Envelopes	1		P029-22 - Window Envelopes	307.50	3-05-55-501-000-205		B	WATER: Printing	R	06/27/23	07/03/23		198405	N	
		2		P029-22 - Window Envelopes	307.50	3-01-20-145-000-205		B	TAX COLLECTION: Printing	R	06/27/23	07/03/23		198405	N	
		3		Shipping & Handling	54.00	3-05-55-501-000-205		B	WATER: Printing	R	06/27/23	07/03/23		198405	N	
				Vendor Total:	669.00											
23-00497	06/08/23 Right to Know Survey - 2022	1		Right to Know Survey - 2022	3,015.00	3-01-26-310-000-260		B	BOROUGH PROP: Right-To-Know	R	06/08/23	07/07/23		2022	N	
				Vendor Total:	3,015.00											

Item 17.

Vendor #	Name	PO #	PO Date	Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat/Chk	ENC	First Rcvd	Chk/Void	1099		
													Date	Date	Invoice	Excl	
MCANJX01	Municipal Clerks' Assn of NJ	23-00499	06/08/23	Membership Dues - 2023-2024	110.00	3-01-20-120-000-215		B MUN. CLERK: Dues/Licenses			R		06/08/23	06/08/23	DUES 2023-2024	N	
	Vendor Total:				110.00												
NJDEPT0F	NJ Dept of Health & Sr. Serv.	23-00507	06/12/23	Dog Report - May 2023	2.40	T-03-00-850-851-255		B ANIMAL CONTROL - EXPENSES			R		06/12/23	06/12/23	MAY 2023	N	
	Vendor Total:				2.40												
NJSHAD01	NJ Shade Tree Federation	23-00419	05/04/23	Membership Dues - 2023	95.00	3-01-26-313-000-215		B SHADE TREE: Dues/Licenses/ Education			R		05/04/23	06/14/23	DUES 2023	N	
	Vendor Total:				95.00												
STATE OF NJ	Unemployment Comp. Fund	23-00552	06/27/23	Unemployment - Qtr end 6/30/21	76.59	T-03-00-850-852-255		B umemployment - Expenses			R		06/27/23	06/27/23	QTR 6/30/21	N	
	Vendor Total:				76.59												
NJWASS01	NJ Water Association	23-00528	06/15/23	10/2023 NJWA Conference	335.00	3-05-55-501-000-220		B WATER: Education			R		06/15/23	07/03/23		N	
	Vendor Total:				335.00												
					335.00			B WATER: Education			R		06/15/23	07/03/23		N	
					670.00												
	Vendor Total:				670.00												
OCCUP005	Occupational Health - Penn Med	23-00308	03/29/23	CDL Drug Testing - 2023	143.00	3-01-26-305-000-250		B TRASH: CDL Drug Testing			R		03/29/23	06/22/23	9400219340623	N	
	Vendor Total:				143.00												

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Vendor #	Name	PO #	PO Date	Description	Amount	Charge Account	PO Type	Contract	Acct Type	Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	Invoice	1099	
																	Excl
ONSIT005	ON SITE FLEET SERVICE, INC.																
23-00230	03/07/23 Maint. - Public Wks Vehicles						B										
9 Inv.	330090047- 2019 Ford	251.95			3-01-26-290-000-277					B STREETS: Vehicle Maintenance	R	03/07/23	06/27/23		330090047	N	
10 Inv.	330089984 - 2015 Ford	768.10			3-01-26-290-000-277					B STREETS: Vehicle Maintenance	R	03/07/23	06/27/23		330089984	N	
		1,020.05															
	Vendor Total:	1,020.05															
ONECALLC	One Call Concepts																
23-00094	02/01/23 One Call Markouts - 2023						B										
7 Inv.	3065505 - June 2023	42.54			3-05-55-501-000-275					B WATER: One Call Messages	R	02/01/23	07/05/23		3065505	N	
	Vendor Total:	42.54															
PACKETPU	Packet Media LLC																
23-00492	06/06/23 Legal Notices - June 9, 2023																
1 Ord	2023-11 - Adoption	50.91			3-01-20-120-000-201					B MUN. CLERK: Advertising	R	06/06/23	06/15/23			N	
2 Ord	2023-10 - Adoption	11.50			3-01-20-120-000-201					B MUN. CLERK: Advertising	R	06/06/23	06/15/23			N	
	Vendor Total:	62.41															
23-00542	06/22/23 Planning Board 6/14/23																
1 Planning Board	6/14/23	23.50			3-01-21-180-000-201					B PLANNING BOARD: Advertising	R	06/22/23	07/03/23		87437	N	
23-00560	06/28/23 Legal Notice - Boro Auction																
1 Legal Notice	- Boro Auction	56.27			3-01-20-100-000-201					B ADMIN: Advertising	R	06/28/23	07/06/23			N	
	Vendor Total:	142.18															
MEMES005	Patrick Memes																
23-00285	03/21/23 Public Defender - 2023						B										
5 Court	- April 6, 2023	200.00			3-01-43-495-000-255					B PUBLIC DEFENDER - MISC.	R	03/21/23	06/26/23		APR 6, 2023	N	
6 Court	- May 18, 2023	200.00			3-01-43-495-000-255					B PUBLIC DEFENDER - MISC.	R	03/21/23	06/26/23		MAY 18, 2023	N	
7 Court	- May 25, 2023	200.00			3-01-43-495-000-255					B PUBLIC DEFENDER - MISC.	R	03/21/23	06/26/23		MAY 25, 2023	N	
	Vendor Total:	600.00															

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099	Excl	
PEDRON01	Pedroni Fuel Company																	
23-00478	06/01/23 Ref #: 584594 - No Lead Gas																	
1	Ref #: 584594 - No Lead Gas				3-01-31-460-000-265		1,064.82		B	Gasoline, Motor Fuels & Oil PW	R	06/01/23	06/13/23		584594	N		
2	Ref #: 584594 - No Lead Gas				3-01-31-460-000-266		1,064.81		B	Gasoline - Police	R	06/01/23	06/13/23		584594	N		
							2,129.63											
23-00567	06/28/23 Ref #: 584826 - No Lead Gas																	
1	Ref #: 584826 - No Lead Gas				3-01-31-460-000-265		919.27		B	Gasoline, Motor Fuels & Oil PW	R	06/28/23	07/06/23		584826	N		
2	Ref #: 584826 - No Lead Gas				3-01-31-460-000-266		919.26		B	Gasoline - Police	R	06/28/23	07/06/23		584826	N		
							1,838.53											
	Vendor Total:						3,968.16											
PENNM01	Pennington Quality Market																	
23-00518	06/14/23 Catered Quisine - Library																	
1	Inv. 00076598-144 - Library				3-01-29-390-000-255		191.98		B	LIBRARY: MISCELLANEOUS	R	06/14/23	06/26/23		00076598-144	N		
	Vendor Total:						191.98											
PENNM005	Pennoni Associates, Inc.																	
23-00467	05/25/23 Inv. 1168809 - Escrow																	
1	Inv. 1168809 - Ellis Escrow				E-16-23-003-000-250		1,137.50		B	JOHN ELLIS - CONSULTANTS	R	05/25/23	06/13/23		1168809	N		
	Vendor Total:						1,137.50											
PSEGAS01	PSE&G																	
23-00553	06/27/23 June Billing - 2023																	
1	7341633107 - well 6				3-05-55-501-000-264		610.72		B	WATER: Gas & Electric	R	06/27/23	06/27/23		JUNE 2023	N		
2	7341633204 - PW Garage				3-01-31-430-000-263		4.99		B	Electricity - PW Buildings	R	06/27/23	06/27/23		JUNE 2023	N		
3	7341633301 - Street Lights				3-01-31-435-000-266		2,634.80		B	Street Lights	R	06/27/23	06/27/23		JUNE 2023	N		
4	7341633409 - Sewer Sked St.				3-05-55-502-000-264		598.76		B	SEWER: Gas & Electric	R	06/27/23	06/27/23		JUNE 2023	N		
5	7341633506 - Street Lights				3-01-31-435-000-266		74.13		B	Street Lights	R	06/27/23	06/27/23		JUNE 2023	N		
6	7341633603 - Kunkel Park				3-01-31-430-000-264		10.15		B	Electric - Boro Hall	R	06/27/23	06/27/23		JUNE 2023	N		
7	7341633700 - PW Garage				3-01-31-430-000-263		32.42		B	Electricity - PW Buildings	R	06/27/23	06/27/23		JUNE 2023	N		
8	7341633808 - well 8				3-05-55-501-000-264		826.50		B	WATER: Gas & Electric	R	06/27/23	06/27/23		JUNE 2023	N		
9	7341633905 - well 5				3-05-55-501-000-264		32.68		B	WATER: Gas & Electric	R	06/27/23	06/27/23		JUNE 2023	N		
10	7341634006 - well 7				3-05-55-501-000-264		660.12		B	WATER: Gas & Electric	R	06/27/23	06/27/23		JUNE 2023	N		
	341634103 - Garage Office				3-05-55-501-000-264		3.98		B	WATER: Gas & Electric	R	06/27/23	06/27/23		JUNE 2023	N		

Vendor # Name	PO # PO Date Description	Item Description	Contract PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	Invoice	1099	Exc]
PSEGAS01 PSEG	23-00553 06/27/23 June Billing - 2023												
	12 7341634200 - Sr. Center			175.75	3-01-31-430-000-265	B Electric - Sr. Center	R	06/27/23	06/27/23		JUNE 2023	N	
	13 7341634308 - Sewer Curlic			333.53	3-05-55-502-000-264	B SEWER: Gas & Electric	R	06/27/23	06/27/23		JUNE 2023	N	
	14 7341634405 - well 9			726.07	3-05-55-501-000-264	B WATER: Gas & Electric	R	06/27/23	06/27/23		JUNE 2023	N	
	15 7359443202 - Boro Hall			557.71	3-01-31-430-000-264	B Electric - Boro Hall	R	06/27/23	06/27/23		JUNE 2023	N	
	16 7359443202 - Library			557.71	3-01-29-390-000-264	B LIBRARY: Gas & Electric	R	06/27/23	06/27/23		JUNE 2023	N	
				<u>7,840.02</u>									
	Vendor Total:			7,840.02									
READY005 Ready Refresh	23-00220 03/06/23 Water Delivery - Police Dept.												
	3 Inv. 03F6705352331 - Rent			29.45	3-01-25-240-000-240	B POLICE: Office Supplies	R	03/06/23	06/28/23		03F6705352331	N	
	Vendor Total:			29.45									
RIO SUPP RIO Supply, Inc.	23-00339 04/10/23 Remote Read Meters												
	3 Inv. 36115 - Meters			5,307.77	3-05-55-501-000-293	B ARP FUNDING	R	04/10/23	06/26/23		36115	N	
	4 Inv. 36115 - Meters			47.23	2-05-55-501-000-293	B ARP FUNDING	R	04/10/23	06/26/23		36115	N	
	5 Inv. 36222 - Meters			297.50	3-05-55-501-000-293	B ARP FUNDING	R	04/10/23	06/26/23		36222	N	
	6 Inv. 36417 - Meters			6,143.00	3-05-55-501-000-293	B ARP FUNDING	R	04/10/23	06/26/23		36417	N	
				<u>11,795.50</u>									
	Vendor Total:			11,795.50									
RNDCOND1 RND Consulting, LLC	23-00504 06/09/23 Inv. 23099 - Computer Maint.												
	1 Inv. 23099 - Computer Maint.			520.00	3-01-20-100-000-250	B ADMIN: Consultants (RND/e-code/website)	R	06/09/23	07/03/23		23099	N	
	2 Inv. 23099 - Managed Backup			325.00	3-01-20-100-000-250	B ADMIN: Consultants (RND/e-code/website)	R	06/09/23	07/03/23		23099	N	
	3 Inv. 23099 - Cloud Backup			19.94	3-01-20-100-000-250	B ADMIN: Consultants (RND/e-code/website)	R	06/09/23	07/03/23		23099	N	
	4 Inv. 23099 - Intermedia			546.62	3-01-20-100-000-243	B ADMIN: Intermedia - E-mail accounts	R	06/09/23	07/03/23		23099	N	
	5 Inv. 23099 - Zoom			58.63	3-01-20-100-000-250	B ADMIN: Consultants (RND/e-code/website)	R	06/09/23	07/03/23		23099	N	
				<u>1,470.19</u>									
	Vendor Total:			1,470.19									

Vendor #	Name	PO #	PO Date	Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	1099	
														Date	Invoice	Excl
SANTA005	SANTANDER BANK	23-00581	07/07/23	Lease Payment Due 8/15/23												
		1		Lease Payment Due 8/15/23	13,203.06	3-01-25-240-000-277			B	POLICE: Vehicle Expenses	R	07/07/23	07/07/23		6138995	N
				Vendor Total:	13,203.06											
SCOTTS	Scott's Emergency Lighting &	23-00331	04/04/23	Service Generators												
		1		Replace Coolant in Generators	595.94	3-05-55-502-000-265			B	SEWER: Propane/Generators	R	04/04/23	06/30/23		198768	N
				Vendor Total:	595.94											
SINCLA01	Sinclair Supply Inc.	23-00012	01/20/23	Shop Supplies - 2023												
		4		INV. 390709 - Shop Supplies	511.32	3-01-26-290-000-270	B		B	STREETS: Hardware /Tools/ Shop Supplies	R	01/20/23	06/21/23		390709	N
		5		INV. 391087 - Cable Ties	64.95	3-01-26-290-000-270			B	STREETS: Hardware /Tools/ Shop Supplies	R	06/21/23	07/07/23		391087	N
					576.27											
				Vendor Total:	576.27											
23-00490	06/02/23 Pressure Washers&Glass Cleaner															
		1		Pressure Washer	394.00	3-01-26-290-000-270			B	STREETS: Hardware /Tools/ Shop Supplies	R	06/02/23	06/13/23		390210	N
		2		Glass Cleaner (1 case)	65.88	3-01-26-290-000-270			B	STREETS: Hardware /Tools/ Shop Supplies	R	06/02/23	06/13/23		390210	N
					459.88											
				Vendor Total:	1,036.15											
SPARKLIN	Sparkling Pools, Inc.	23-00013	01/20/23	Liquid Chlorine - 2023												
		3		6/23/23 - Liquid Chlorine	978.80	2-05-55-501-000-291	B		B	WATER: Purification Supplies	R	01/20/23	06/26/23		6-23-23	N
				Vendor Total:	978.80											
SBRSAU01	Stony Brook Reg. Sewerage Auth	23-00574	07/03/23	3rd Qtr Billing												
		1		Inv. 12300126 -3rd Qtr Billing	103,287.00	3-05-55-503-000-255			B	SBRSA Treatment Costs	R	07/03/23	07/03/23		12300126	N
				Vendor Total:	103,287.00											

Vendor #	Name	PO #	PO Date	Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	Date	Invoice	1099	Excl	
TACTI005 Tactical Training Center																			
23-00367	04/24/23	NEW RIFLE TRAINING FOR PATROL																	
1	PATROL RIFLE TACTICS LE TRAIN	2,500.00			3-01-25-240-000-220					B POLICE: Dues / Licenses / Education	R	04/24/23	06/06/23				N		
2	PATROL RIFLE SLING ADAPTERS	174.93			3-01-25-240-000-242					B POLICE: Police Supplies / Ammunition	R	04/24/23	06/06/23				N		
3	D DEFENSE 32 RND MAGAZINE	299.88			3-01-25-240-000-242					B POLICE: Police Supplies / Ammunition	R	04/24/23	06/06/23				N		
		<u>2,974.81</u>																	
	Vendor Total:	2,974.81																	
TRIMP005 TrimboLi & Prusinowski, LLC																			
23-00506	06/09/23	Special Labor Counsel																	
2	Inv. 9826 - Progress Billing	3,255.50			3-01-20-155-000-250					B LEGAL: Consultants	R	06/09/23	06/09/23			9826			
3	Inv. 9879 - Progress Billing	1,460.00			3-01-20-155-000-250					B LEGAL: Consultants	R	06/09/23	07/07/23			9879			
		<u>4,715.50</u>																	
	Vendor Total:	4,715.50																	
JOHNNY United Site Services																			
23-00303	03/28/23	Handicap Restroom - Kunkel Pk																	
4	Inv. 6746001 - June 2023	243.40			3-01-28-370-000-288					B RECREATION: Portapot Rental	R	03/29/23	06/13/23			6746001			
	Vendor Total:	243.40																	
VALLEY01 Valley Oil Company																			
23-00485	06/02/23	Inv. 85725 - Diesel Fuel																	
1	Inv. 85725 - Diesel Fuel	429.00			3-01-31-460-000-265					B Gasoline, Motor Fuels & Oil PW	R	06/02/23	06/13/23			85725			
	Vendor Total:	429.00																	
VANNOT01 Van Note Harvey Associates																			
22-00248	03/09/22	Tax Map Maint/Updates - 2022																	
2	Inv. 1174796 - Tax Map Update	2,377.50			2-01-20-146-000-255					B Tax Map Maintenance	R	04/05/22	07/03/23			1174796			
22-00511	06/02/22	w. Franklin/Knowles - Design																	
12	Inv. 1174794 - Award/Construct	6,792.50			C-04-22-005-000-250					B ORD 2022-5 - SECTION 20 COSTS	R	06/02/22	07/03/23			1174794			
22-00512	06/02/22	Construction Phase - E Wellling																	
	Inv. 1174793 - Close Out	2,720.00			C-04-21-004-000-250					B NJDOT - EAST WELLING AVE. - SECTION 20	R	06/02/22	07/03/23			1174793			

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
VANNOT01 Van Note Harvey Associates		Continued										
	23-00154 02/15/23 General Engineering - 2023			B								
	2 Inv. 1174799 - Gen. Eng.	4,438.75	3-01-20-165-000-262		B ENGINEERING: Eng. Services	R	02/15/23	07/03/23		1174799		N
	23-00233 03/08/23 W. Franklin/Knowles - Construc			B								
	2 Inv. 1174803 - Progress	28,617.50	C-04-22-005-000-201		B ORD 2022-5 - W. FRANKLIN & KNOWLES	R	03/08/23	07/03/23		1174803		N
	23-00234 03/08/23 General Engineering - w/s			B								
	4 Inv. 1174800 - w/s Gen Eng.	3,520.00	3-05-55-501-000-262		B WATER: Engineering Services	R	03/08/23	07/03/23		1174800		N
	23-00235 03/08/23 w/s Connection Fees - 2023			B								
	2 Inv. 1174801- Neary/Brookside	1,200.00	3-05-55-501-000-262		B WATER: Engineering Services	R	03/08/23	07/03/23		1174801		N
	23-00239 03/08/23 water util & DRBC Audit - 2023											
	2 Inv. 1174828 -util/DRBC Audit	3,000.00	3-05-55-501-000-262		B WATER: Engineering Services	R	03/08/23	07/03/23		1174828		N
	23-00454 05/23/23 Design- Rockwe[] Green ETC.			B								
	2 Inv. 1174804 - Progress	1,390.00	C-04-23-002-000-250		B ORD 2023-2 SECTION 20 COSTS	R	05/23/23	07/03/23		1174804		N
	23-00456 05/23/23 NJ DOT Grant Application 2023			B								
	2 Inv. 1174802 - Progress	400.00	3-01-20-165-000-262		B ENGINEERING: Eng. Services	R	05/23/23	07/03/23		1174802		N
	23-00559 06/27/23 Inv. 1174792 - Amer. Prop.											
	1 Inv. 1174792 - Amer. Prop.	467.50	E-16-90-061-000-250		B AMER. PROP. - RESTORATION - INSPECTION	R	06/27/23	07/03/23		1174792		N
	Vendor Total:	54,923.75										
VECTOR01 Vector Security												
	23-00437 05/17/23 Quarterly Service											
	1 Inv. 72000357 - Service from	149.85	3-01-26-310-000-227		B BOROUGH PROP: Building Maint.	R	05/17/23	06/13/23		72000357		N
	Vendor Total:	149.85										
VERIZON01 Verizon												
	23-00505 06/09/23 609-737-3125 - Alcotest											
	1 609-737-3125 - Alcotest	44.74	3-01-31-440-000-264		B TELEPHONE - Police	R	06/09/23	07/03/23		MAY/JUNE 2023		N
	Vendor Total:	44.74										

Vendor #	Name	PO #	PO Date	Description	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
VER-NEW Verizon														
23-00512	06/13/23	May Billing - 2023												
1	May Billing - 2023				1,055.27	3-01-31-440-000-265		B TELEPHONE - Administration	R	06/13/23	06/13/23		9936195439	N
23-00543	06/22/23	Library Billing - May 2023												
1	Inv. 9936105110 - Library -May				106.80	3-01-29-390-000-263		B LIBRARY: Telephone	R	06/22/23	06/22/23		9936105110	N
	Vendor Total:				1,162.07									
VERIZOO1 Verizon														
23-00551	06/26/23	Public Works - June 2023												
1	Public Works - June 2023				317.94	3-01-31-440-000-263		B Telephone PW	R	06/26/23	06/26/23		JUNE 2023	N
23-00573	06/29/23	June Billing 2023 - Court												
1	June Billing 2023 - Court				161.11	3-01-43-490-000-263		B MUNICIPAL COURT: Telephone	R	06/29/23	06/29/23		JUNE 2023	N
	Vendor Total:				479.05									
VER-NEW Verizon														
23-00579	07/07/23	Air Card - Pinelli - June 2023												
1	Air Card - Pinelli - June 2023				38.01	3-01-31-440-000-264		B TELEPHONE - Police	R	07/07/23	07/07/23		993799997	N
	Vendor Total:				38.01									
VER FIOS Verizon - FIOS														
23-00491	06/02/23	Fios Internet - Library												
1	Fios Internet - Library				154.33	3-01-29-390-000-262		B LIBRARY: Hub Line	R	06/02/23	06/06/23		MAY 023	N
23-00546	06/23/23	FIOS Internet - Police												
1	FIOS Internet - Police				119.00	3-01-31-440-000-264		B TELEPHONE - Police	R	06/23/23	06/23/23		JUNE 2023	N
23-00549	06/26/23	Internet - Police - June 2023												
1	Internet - Police - June 2023				131.99	3-01-31-440-000-264		B TELEPHONE - Police	R	06/26/23	06/26/23		JUNE 2023	N
23-00550	06/26/23	Internet - Police - June 2023												
1	Internet - Police - June 2023				119.00	3-01-31-440-000-264		B TELEPHONE - Police	R	06/26/23	06/26/23		JUNE 2023	N

Vendor #	Name	PO #	PO Date	Description	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void Date	Invoice	1099
VER FIOS	Verizon - FIOS			Continued										
23-00572	06/29/23 FIOS Internet - Library				164.00	3-01-29-390-000-262	B LIBRARY:	Hub Line	R	06/29/23	06/29/23		JUNE 2023	N
	1 FIOS Internet - Library				688.32									
	Vendor Total:				688.32									
VCS00005	Visual Computer Solutions Inc.													
23-00562	06/28/23 SaaS Renewal Services				3,399.00	3-01-20-130-000-251	B FINANCE:	Bond Counsel/Phoenix/Acclaim	R	06/28/23	07/06/23		19524	N
	1 SaaS Renewal Services				3,399.00									
	Vendor Total:				3,399.00									
BLISSW01	Walter R. Bliss Jr., Esquire													
23-00019	01/23/23 Legal Services - 2023						B							
	4 Legal Services - March 2023				4,583.33	3-01-20-155-000-261	B LEGAL:	Legal Services	R	01/23/23	07/06/23		MARCH 2023	N
	5 Legal Services - April 2023				4,583.33	3-01-20-155-000-261	B LEGAL:	Legal Services	R	01/23/23	07/06/23		APRIL 2023	N
	6 Legal Services - May 2023				4,583.33	3-01-20-155-000-261	B LEGAL:	Legal Services	R	01/23/23	07/06/23		MAY 2023	N
	Vendor Total:				13,749.99									
	Vendor Total:				13,749.99									
WATERRES	Water Resource Management													
23-00141	02/13/23 Compliance Officer - 2023						B							
	7 Inv. WPNZ3M01-5 - CCR Progress				1,856.25	3-05-55-501-000-260	B WATER:	Compliance Officer / Emerg. Serv	R	02/13/23	06/27/23		WPNZ3M01-5	N
	8 Inv. WPNZ3M01-5 - Compliance				425.00	3-05-55-501-000-260	B WATER:	Compliance Officer / Emerg. Serv	R	02/13/23	06/27/23		WPNZ3M01-5	N
	Vendor Total:				2,281.25									
	Vendor Total:				2,281.25									
HILLM005	Weir Attorneys													
23-00449	05/19/23 Court Session - 5/4/23				300.00	3-01-25-275-000-201	B PROSECUTOR:	Other Expense	R	05/19/23	06/14/23		5/4/23	N
	1 Court Session - 5/4/23				300.00									
	Vendor Total:				300.00									
NEWTON01	Workplace Central													
23-00460	05/24/23 Supply Order				33.52	3-01-26-290-000-240	B STREETS:	Office Supplies/ Equipment	R	05/25/23	06/07/23		870523-0	
	MM38506 - Packing Tape													

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	1099
Item Description							Date	Date	Date	Excl
NEWTON01 Workplace Central										
23-00460 05/24/23 Supply Order										
2 MMW810P10K - Scotch Tape			24.98	3-01-26-290-000-240	B STREETS: Office Supplies/ Equipment	R	05/25/23	06/07/23	870523-0	N
3 UNV72220 - Paper Clips			7.48	3-01-26-290-000-240	B STREETS: Office Supplies/ Equipment	R	05/25/23	06/07/23	870523-0	N
4 PP92 - Copy Paper			47.90	3-01-26-290-000-240	B STREETS: Office Supplies/ Equipment	R	05/25/23	06/07/23	870523-0	N
5 PP92 - Copy Paper			143.70	3-01-20-100-000-240	B ADMIN: Office Supplies	R	05/25/23	06/07/23	870523-0	N
6 UNV10220 - Binder Clips			1.58	3-01-26-290-000-240	B STREETS: Office Supplies/ Equipment	R	05/25/23	06/07/23	870523-0	N
7 UNV10210 - Binder Clips			0.78	3-01-26-290-000-240	B STREETS: Office Supplies/ Equipment	R	05/25/23	06/07/23	870523-0	N
8 BRTTN770 - Toner			129.98	3-01-26-290-000-240	B STREETS: Office Supplies/ Equipment	R	05/25/23	06/07/23	870523-0	N
9 HEWM2310A - Ink Cartridge			53.98	3-01-26-290-000-240	B STREETS: Office Supplies/ Equipment	R	05/25/23	06/07/23	870523-1	N
10 HEWM2311A - Ink Cartridge			59.98	3-01-26-290-000-240	B STREETS: Office Supplies/ Equipment	R	05/25/23	06/07/23	870523-1	N
11 HEWM2312A - Ink Cartridge			59.98	3-01-26-290-000-240	B STREETS: Office Supplies/ Equipment	R	05/25/23	06/07/23	870523-1	N
12 HEWM2313A - Ink Cartridge			59.98	3-01-26-290-000-240	B STREETS: Office Supplies/ Equipment	R	05/25/23	06/07/23	870523-1	N
13 TVR-69201 - Keyboard			8.11	3-01-20-130-000-240	B FINANCE: Office Supplies	R	05/25/23	06/07/23	870523-1	N
			631.95							

Vendor Total: 631.95

Total Purchase Orders: 111 Total P.O. Line Items: 246 Total List Amount: 375,170.27 Total Void Amount: 0.00

BOROUGH OF PENNINGTON
Purchase Order Listing By Vendor Name

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	2-01	6,467.79	0.00	0.00	6,467.79
	2-05	1,026.03	0.00	0.00	1,026.03
Year Total:		7,493.82	0.00	0.00	7,493.82
	3-01	136,619.41	0.00	0.00	136,619.41
	3-05	144,668.83	0.00	0.00	144,668.83
Year Total:		281,288.24	0.00	0.00	281,288.24
	C-04	57,184.02	0.00	0.00	57,184.02
	E-16	2,238.30	0.00	0.00	2,238.30
	G-02	22,515.42	0.00	0.00	22,515.42
	T-03	4,450.47	0.00	0.00	4,450.47
Total of All Funds:		375,170.27	0.00	0.00	375,170.27

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 7.3**

**RESOLUTION TO REQUEST AMENDMENT OF THE 2023 ADOPTED BUDGET
(CHAPTER 159) TO INSERT A SPECIAL ITEM OF REVENUE AND APPROPRIATION FOR
STORMWATER ASSISTANCE GRANT**

WHEREAS, NJSA 40A4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such 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, said Director may also approve the insertion of an item of appropriation for an equal amount, and

WHEREAS, the Borough of Pennington has received a grant in the amount of \$15,000.00 from the State of New Jersey – Department of Environmental Protection for a Stormwater Assistance Grant; and

WHEREAS, the Borough wishes to amend its 2023 Budget to include this amount as a special item of revenue and appropriation;

NOW THEREFORE BE IT RESOLVED, that the Borough Council of the Borough of Pennington hereby requests the Director of the Division of Local Government Services to approve the insertion of a special item of revenue in the budget of the year 2023 in the sum of \$15,000.00, which is now available as revenue from:

Stormwater Assistance Grant

BE IT FURTHER RESOLVED that a like sum of \$15,000.00 be and the same is hereby appropriated under the caption of:

Stormwater Assistance Grant

BE IT FURTHER RESOLVED that the Borough Clerk file the required documents with the Director of Local Government Services.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone					Marciante				
Chandler					Stern				
Gnatt					Valenza				

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on July 10, 2023.

Elizabeth Sterling, Borough Clerk

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 7.4**

RESOLUTION AUTHORIZING TAKE DOWN OF LARGE HAZARDOUS LIMBS FROM SILVER MAPLE TREE IN THE ENCLOSURE WITHIN THE ARBORETUM AND AUTHORIZING THE USE OF OPEN SPACE FUNDS FOR THIS PURCHASE

WHEREAS, the Borough of Pennington acquired a parcel of land behind the Tollgate Elementary School as Open Space; and

WHEREAS, the Borough plan for this parcel is to develop an Arboretum; and

WHEREAS, Resolution 2022-9.13 authorizing takedown of dead trees and limbs within the Arboretum was approved by Borough Council on September 6, 2022; and

WHEREAS, the Arboretum Committee has determined that there is a Silver Maple with large hazardous limbs in the enclosure at the arboretum that needs attention; and

WHEREAS, the Superintendent of Public Works solicited three (3) quotes for performance of services related to the hazardous limbs; and

WHEREAS, the Superintendent of Public Works has recommended that the services be awarded to HTS Tree Care Professionals, LLC 1559 Reed Road, Pennington, NJ 08534 as per their quote #5872 dated July 5, 2023 in the amount of \$800.00.; and

WHEREAS, a copy of quote #5872 from HTS Tree Care Professionals, LLC in the amount of \$800.00, is attached to this Resolution; and

WHEREAS, Pennington citizens have authorized the creation of an Open Space Trust Fund in accordance with N.J.S.A. 40:12-15.7, which authorizes use of such funds for, among other things, development and maintenance of lands acquired for recreation and conservation purposes, as determined by the governing body of the municipality;

WHEREAS, the Chief Financial Officer has certified that funds are available in the Open Space Fund for this purchase;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington that the aforesaid services as described above within the Arboretum located behind Toll Gate School pursuant to the attached quote #5872 from HTS Tree Care Professionals, LLC in the amount of \$800.00 is hereby authorized, and the Chief Financial Officer and Borough Clerk are further authorized to execute such purchase orders and other documents as are needed to effectuate the work.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone					Marciante				
Chandler					Stern				
Gnatt					Valenza				

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on July 10, 2023.

Elizabeth Sterling, Borough Clerk

HTS Tree Care Professionals, LLC
1559 Reed Rd.
Pennington, NJ 08534
609 737-1682
info@htstreecare.com

Proposal



ADDRESS
Ricky Smith
Pennington Dept of Public Works
301 N Main St
Pennington, NJ 08534

SHIP TO
Ricky Smith
Pennington Dept of Public Works
301 N Main St
Pennington, NJ 08534

PROPOSAL # DATE
5872 07/05/2023

ACTIVITY	AMOUNT
Arboretum on Curliss Ave Remove large dead limbs in multi stem silver maple. Leave all debris.	800.00T
SUBTOTAL	800.00
TAX	0.00
TOTAL	\$800.00

Accepted By

Accepted Date

Net due upon receipt of invoice / 2% service charge after 30 days / 3% fee for credit cards
Brian Hartel Jr - Field Supervisor – Hartel Timber Services LLC
NJ-LTE #562, NJ Certified Tree Expert
ISA Certified Arborist # NJ-1004AM
NJTC# 768424

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 7.5**

RESOLUTION AUTHORIZING GRANT APPLICATION FOR IMPROVING THE CONDITION OF ROADWAY INFRASTRUCTURE ON ABEY DRIVE, MALLARD DRIVE AND QUEENS LANE IN THE BOROUGH AND FURTHER AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION UNDER THE 2024 MUNICIPAL AID PROGRAM

WHEREAS, Borough Council has determined that road improvements are necessary on Abey Drive, Mallard Drive and Queens Lane in Pennington;

WHEREAS, the NJ Department of Transportation offers grants for road improvements including reconstruction and resurfacing

WHEREAS, the deadline for submission of Municipal Aid grants was July 1, 2023; and

WHEREAS, in order to resolve the Borough’s need to improve the condition of Abey Drive, Mallard Drive and Queens Lane, the Borough Engineer has submitted a Municipal Aid Application for 2024 to meet the required deadline of July 1, 2023;

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that it hereby formally approves and ratifies submission of the aforesaid electronic grant application to the New Jersey Department of Transportation, under the 2024 Municipal Aid Program, for improvements to Abey Drive, Mallard Drive and Queens Lane; and

BE IT FURTHER RESOLVED, that the Council President with the attestation of the Borough Clerk, is hereby authorized to sign the grant agreement on behalf of the Borough of Pennington with the understanding that the Council President’s signature and attestation confirm the Council President’s authority to execute and enter into such agreement and constitute approval of the grant agreement and acceptance of its terms and conditions on behalf of the Borough. .

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone					Marciante				
Chandler					Stern				
Gnatt					Valenza				

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on July 10, 2023.

Elizabeth Sterling, Borough Clerk

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

Elizabeth Sterling, Borough Clerk

James Davy, Mayor

ATTEST AND AFFIX SEAL

Type of Improvement: 1

Infrastructure

Bikeway

Purpose

Primary project purpose is for constructing new bikeways (e.g. bike lanes, bike paths, bike compatible roadways).

Bridge Preservation

Primary project purpose is for improving the condition of bridge infrastructure (e.g. new deck, rehabilitation, replacement).

Mobility

Primary project purpose is to enhance mobility and reduce congestion (e.g. adding lanes, signal optimization).

Pedestrian Safety

Primary project purpose is to enhance pedestrian safety (e.g. new sidewalks, new crosswalks, traffic calming, pedestrian overpass).

Quality of Life

Primary project purpose is for beautification, environmental mitigation, economic development or historic preservation.

Roadway Preservation

Primary project purpose is for improving the condition of roadway infrastructure (e.g. resurfacing, reconstruction, drainage).

Roadway Safety

Primary project purpose is to enhance vehicular safety (e.g. guide rail, signing, warning devices, striping).

Municipal Aid Application 2024

MA-2024-Improvements to Abey Drive, Mallard -00262

Project Information: Improvements to Abey Drive, Mallard Place and Queens Lane

Item 20.

Project Title:

DO NOT use generic names like “Various Streets”, “Roadway Resurfacing Program”, “2024 Resurfacing program” for project title. We encourage you to use more specific names like “Main St, First Ave, and Second St Improvements”. Please refrain from typing project names in all capital letters.

Improvements to Abey Drive, Mallard Place and Queens Lane

GIS Upload

Please click on the link below to open the GIS mapping tool. Once the GIS mapping tool is opened, please use the drawing tool to show the new project limits. Once you have identified the project limits, please download the map from the GIS mapping tool and upload it in the Project Location Map upload below.

All project locations must be entered into the GIS.

GIS Mapping tool: <http://njdotlocalaidrc.com/mapmaker>

GIS Map: https://njsage.intelligrants.com/_Upload/2965693_2178638-ImprovementstoAbeyDrive,MallardPlaceandQueensLane.pdf

Once project limits are identified on the map, please enter the Project Location information in the fields below.

There is a limit of 3 locations per application. Applications submitted with more than 3 locations may be ineligible for funding.

	Location	From:	To:	Route Identifier	Milepost From	Milepost To	Project Distance
1.	Abey Drive	Mallard Place	West Delaware	A	0.25	0	0.25
2.	Mallard Place	Abey Drive	Cul-de-Sac	B	0	0.15	0.15
3.	Queens Lane	Abey Drive	Cul-de-Sac	C	0	0.2	0.2

	Traffic Volume Current ADT	Truck Traffic Over 5 tons (%)	Commuter Bus Route (Yes/No)	Construction Cost
1.	500	5	Yes () No (✓)	\$493,789.68
2.	100	5	Yes () No (✓)	\$335,745.01
3.	85	5	Yes () No (✓)	\$421,768.51

Municipal Aid Application 2024

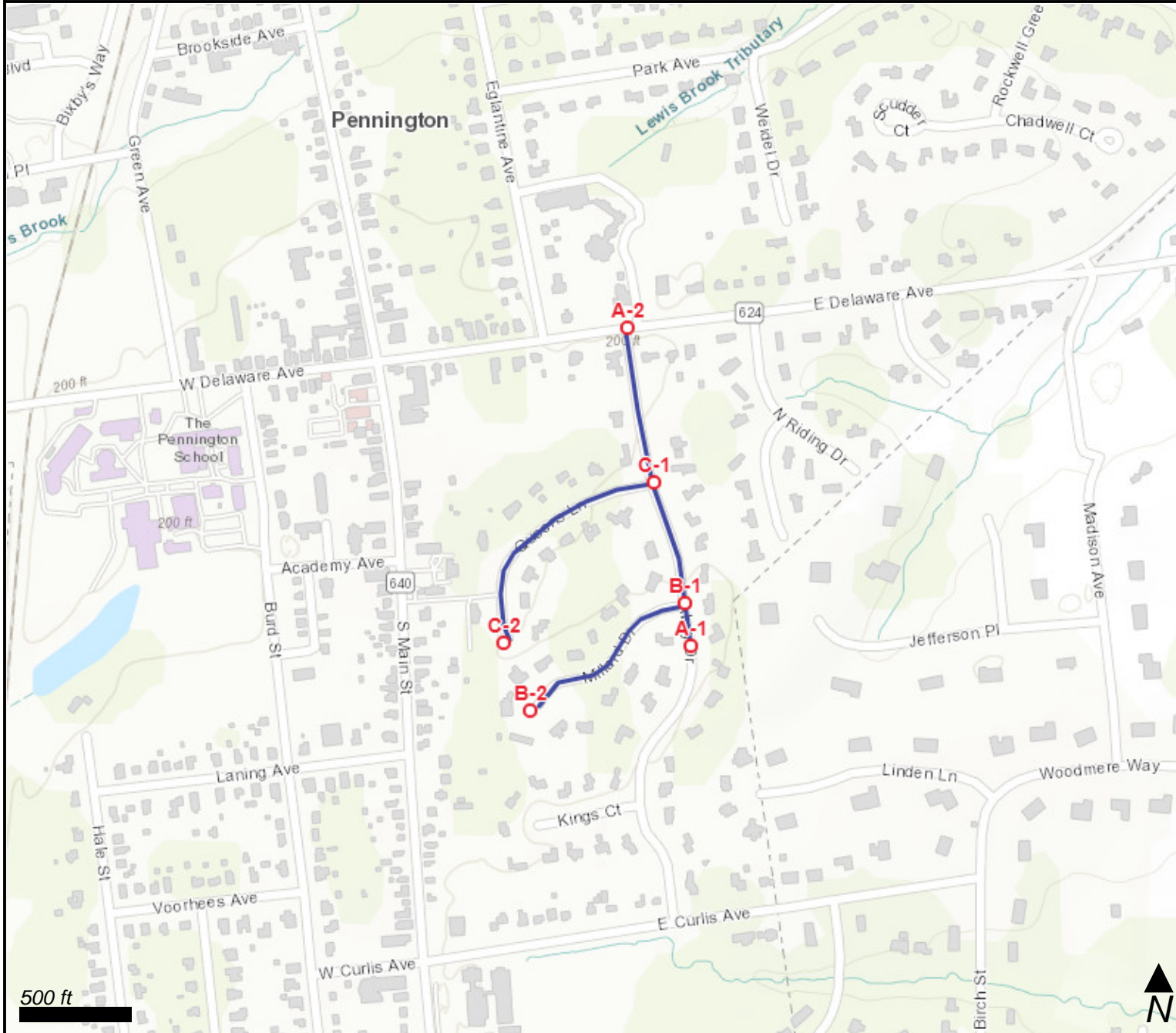
MA-2024-Improvements to Abey Drive, Mallard -00262

Project Information: Improvements to Abey Drive, Mallard Place and Queens Lane

Item 20.

Improvements to Abey Drive, Mallard Place and Queens Lane

Abey Dr, Mallard Dr, Queens Ln



— Project Location
○ Nearest SRI Mile Point

#	MP	Standard Route ID
A-1	0.25	11081018__
A-2	0	11081018__
B-1	0	11081020__
B-2	0.15	11081020__
C-1	0	11081021__
C-2	0.2	11081021__

Total Length: 0.58 miles



Municipal Aid Application 2024
MA-2024-Improvements to Abey Drive, Mallard -00262
Project Location

Item 20.

County to filter by: Mercer County

Municipalities: Pennington Borough

Please provide description for Scope of Work:

This improvement project will rehabilitate the existing roadways of Abey Drive (between Mallard Place and East Delaware Avenue), Mallard Place and Queens Lane. The proposed improvements start at the existing pavement seam, south Mallard Place and runs North to East Delaware Ave, all of Mallard Place and all of Queens Lane. The existing roadways have curbing and sidewalks along both sides. The Borough plans to rehabilitate the roadways to bring them into compliance with current design standards. We plan to adjust grades and cross slopes along the roadway through leveling courses, limited reconstruction is anticipated.

Many sections of the existing curbing throughout the project area have deteriorated and will need to be replaced. New depressed curbs and driveway aprons will be installed for each residence within the project area. Curb ramps within the project area may be reconstructed to maintain accessibility to all residents. In addition to the curbing, drive aprons and curb ramps, limited sidewalk replacement is anticipated to address deteriorated sidewalk panels.

The existing storm sewer structures will be rehabilitated; new castings, curb pieces and bike safe grates will be installed in accordance with NJDEP storm water regulations.

The Borough has implemented a Complete Street Policy in accordance with the Department's Complete Street Policy (NJDOT Policy Number 703)

You may include photos with your application by uploading the file here :

https://njsage.intelligrants.com/Upload/2965698_2178184_1-SelectedPictures-AbeyMallardQueens-06-2023.pdf

Does this project include a traffic signal? Yes No

If **Yes**, Please attach authorization to design or install if available.

Will the project meet AASHTO standards? Yes No

Project must adhere to ADA design and construction standards as per AASHTO.

If **No**, list Design Exceptions below

Abey Drive

Item 20.



Abey Drive

Item 20.



Abey Drive

Item 20.



Mallard Place

Item 20.



Mallard Place

Item 20.



Mallard Place

Item 20.



Queens Lane

Item 20.



Queens Lane

Item 20.



Project Classification

Please check the one most applicable:

- Resurfacing
- Reconstruction
- Surface Treatment
- Drainage
- Widening
- New Roadway

Existing Road Conditions. Please enter minimum widths (where applicable).

Current ADT: 500

Truck Traffic over 5 Tons (%): 5

Legal Speed Limit (mph): 25

Are there any commuter bus stops within the project limit? Yes No
Please identify the approximate location in the box below.

Right of Way Width (feet): 50

Pavement Width (feet): 32

Shoulder Width (feet): 0

Curbing: One Side Both Sides Neither

Sidewalk: One Side Both Sides Neither

Existing Minimum Width (feet): 4

Parking Restrictions: No parking near intersections for stop signs.

Proposed Improvements. Please enter minimum widths (if applicable).

Right of Way Width (feet): 50

Municipal Aid Application 2024
MA-2024-Improvements to Abey Drive, Mallard -00262
Roadway Data Sheet

Item 20.

Pavement Width (feet): 32

Shoulder Width (feet): 0

Curbing: One Side Both Sides Neither

Sidewalk: One Side Both Sides Neither

Proposed Minimum Width (feet): 4

Parking Restrictions: No parking near intersections for stop signs.

Does the project serve any of the public facilities listed below within the project limit? Yes No

Public School(K-12)

Does the project involve any of the safety improvements listed below? If so, please check Yes No all applicable and add a narrative of proposed safety improvements in the box below.

Safety improvements should not be replacement in kind, it must enhance/improve existing.

Geometric Improvements

Drainage Improvements (increase capacity/new drainage)

The roadway will be regraded to ensure positive drainage and cross slopes throughout the project area. The existing storm sewer structures are showing signs of failure. The storm sewer structures will be repaired and new castings (frames, grates and curb pieces) will be installed. The roadway will be evaluated to ensure adequate storm sewer conveyance is provided. The curbing will be replaced as required to maintain the road structure.

Municipal Aid Application 2024
MA-2024-Improvements to Abey Drive, Mallard -00262
Total Estimated Cost of Improvement

Item 20.

Construction Cost: \$1,251,303.20

Please attach a Detailed Construction Cost Estimate
(Word, Excel, or PDF format please)

https://njsage.intelligrants.com/_Upload/2966456_2178191-SignedNJDOTGrantApplication-Estimate-AbeyDrive.pdf

Design Engineering: \$62,565.16
(Eligible for up to 5% of Grant Amount)

Right-of-Way: \$0
(List only if eligible for Urban Aid or as a Depressed Rural Center)

Construction Inspection and Material Testing if requesting: \$187,695.48
(15% of the final allowable construction cost maximum)

Total Estimated Cost: **\$1,501,563.84**

Total Requested Amount **\$1,501,563.84**

You will be able to submit a maximum of 2 applications. If you have submitted or plan to submit other applications, please prioritize your applications by assigning them a priority rating. Use number 1 for the highest priority. If you only plan to submit this application, please enter 1 as the priority rating: 1

ENGINEER 'S ESTIMATE
 PREPARED FOR
FY 2024 ROAD RESURFACING PROJECT
ABEY DRIVE, MALLARD PLACE & QUEENS LANE
 SITUATED IN
PENNINGTON BOROUGH, MERCER COUNTY, NEW JERSEY
 VNHA Project No.: PEN-BOOFP23012
 June 23, 2023

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
1	Mobilization	LS	1.0	\$ 30,000.00	\$ 30,000.00
2	Progress Schedule	LS	1.0	\$ 3,500.00	\$ 3,500.00
3	Construction Layout	LS	1.0	\$ 17,000.00	\$ 17,000.00
4	Concrete Washout Facility	Ea.	1.0	\$ 11,000.00	\$ 11,000.00
5	Uniformed Traffic Directors (Allowance), As Directed By Engineer, State Non Participating	Hr.	0	\$ 95.00	\$ -
6	Traffic Director, Flagger	Hr.	200	\$ 83.28	\$ 16,656.00
7	Traffic Cone	Ea.	100	\$ 20.00	\$ 2,000.00
8	Drums	Ea.	50	\$ 75.00	\$ 3,750.00
9	Breakaway Barricade	Ea.	20	\$ 135.00	\$ 2,700.00
10	Construction Signs	SF	450	\$ 15.00	\$ 6,750.00
11	Clearing Site	LS	1	\$ 10,000.00	\$ 10,000.00
12	Post and Wire Fence	LS	225	\$ 5.00	\$ 1,125.00
13	Silt Fence	LS	0	\$ 10.00	\$ -
14	Inlet Filter, Type 2	Ea.	22	\$ 250.00	\$ 5,500.00
15	Haybales	Ea.	30	\$ 24.19	\$ 725.70
16	Excavation, Test Pit	CY	25	\$ 200.00	\$ 5,000.00
17	Excavation, Unclassified	CY	3,900	\$ 25.00	\$ 97,500.00
18	Excavation, Unclassified, if & where	CY	350	\$ 25.00	\$ 8,750.00
19	Excavation, Unclassified, Overexcavation	CY	900	\$ 50.00	\$ 45,000.00
20	Rock Removal	CY	60	\$ 200.00	\$ 12,000.00
21	Saw Cutting	LF	900	\$ 5.00	\$ 4,500.00
22	HMA Milling 3" or less	SY	150	\$ 10.00	\$ 1,500.00
23	HMA 19M64 - Base Course 4"	Ton	2,720	\$ 98.00	\$ 266,560.00
24	HMA9.5M64 Surface Course 2"	Ton	1,360	\$ 102.00	\$ 138,720.00
25	Hot Mix Asphalt Driveway, 2" Thick	Ton	25	\$ 75.00	\$ 1,875.00
26	Tack Coat	Gal.	1,135	\$ 1.00	\$ 1,135.00
27	Geotextiles	SY	11,350	\$ 2.00	\$ 22,700.00
28	Subbase - 6" Compacted DGABC	SY	11,350	\$ 9.50	\$ 107,825.00
29	DGABC Variable Thickness	CY	900	\$ 50.00	\$ 45,000.00
30	Coarse Aggregate, Size No. 57	CY	525	\$ 45.50	\$ 23,887.50
31	Concrete Vertical Curb 4"x8"x18"	LF	5,900	\$ 24.00	\$ 141,600.00
32	Concrete Sidewalk, 4" Thick	SY	350	\$ 75.00	\$ 26,250.00
33	Concrete Sidewalk, Reinforced, 6" Thick	SY	200	\$ 85.00	\$ 17,000.00
34	Detectable Warning Surfaces	SY	8	\$ 300.00	\$ 2,400.00
35	Inlet Type B, Casting	Ea.	22	\$ 2,200.00	\$ 48,400.00
36	Curb Piece, P-ECO	Ea.	22	\$ 401.50	\$ 8,833.00
37	Bicycle Safe Grate	Ea.	22	\$ 375.50	\$ 8,261.00
38	Regulatory and Warning Sign	SF	100	\$ 37.50	\$ 3,750.00
39	Traffic Stripes, 4"	LF	2,500	\$ 2.50	\$ 6,250.00
40	Traffic Pavement Markings, 6"	LF	240	\$ 3.00	\$ 720.00
41	Traffic Pavement Markings, 24"	LF	60	\$ 3.00	\$ 180.00
42	Topsoiling, 5" Thick	SY	7,750	\$ 8.00	\$ 62,000.00
43	Fertilizer and Seeding, Type M	SY	7,750	\$ 1.00	\$ 7,750.00
44	Straw Mulching	SY	7,750	\$ 1.00	\$ 7,750.00
45	Asphalt Price Adjustment	LS	1.0	\$ 15,000.00	\$ 15,000.00
46	Fuel Price Adjustment	LS	1.0	\$ 2,500.00	\$ 2,500.00
ESTIMATED CONSTRUCTION COST					\$1,251,303.20


 Brandon M. Fetzer, P.E.
 N.J. License No.050703

ENGINEER 'S ESTIMATE
 PREPARED FOR
RESURFACING OF ABEY DRIVE
 SITUATED IN
PENNINGTON BOROUGH, MERCER COUNTY, NEW JERSEY
 VNHA Project No.: PEN-BOOFP23012
 June 23, 2023

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
1	Mobilization	LS	0.4	\$ 30,000.00	\$ 12,000.00
2	Progress Schedule	LS	0.4	\$ 3,500.00	\$ 1,400.00
3	Construction Layout	LS	0.4	\$ 17,000.00	\$ 6,800.00
4	Concrete Washout Facility	Ea.	0.4	\$ 11,000.00	\$ 4,400.00
5	Uniformed Traffic Directors (Allowance), As Directed By Engineer, State Non Participating	Hr.	0	\$ 95.00	\$ -
6	Traffic Director, Flagger	Hr.	80	\$ 83.28	\$ 6,662.40
7	Traffic Cone	Ea.	40	\$ 20.00	\$ 800.00
8	Drums	Ea.	20	\$ 75.00	\$ 1,500.00
9	Breakaway Barricade	Ea.	8	\$ 135.00	\$ 1,080.00
10	Construction Signs	SF	200	\$ 15.00	\$ 3,000.00
11	Clearing Site	LS	0	\$ 10,000.00	\$ 4,000.00
12	Post and Wire Fence	LS	75	\$ 5.00	\$ 375.00
13	Silt Fence	LS	0	\$ 10.00	\$ -
14	Inlet Filter, Type 2	Ea.	11	\$ 250.00	\$ 2,750.00
15	Haybales	Ea.	12	\$ 24.19	\$ 290.28
16	Excavation, Test Pit	CY	15	\$ 200.00	\$ 3,000.00
17	Excavation, Unclassified	CY	1,450	\$ 25.00	\$ 36,250.00
18	Excavation, Unclassified, if & where	CY	150	\$ 25.00	\$ 3,750.00
19	Excavation, Unclassified, Overexcavation	CY	325	\$ 50.00	\$ 16,250.00
20	Rock Removal	CY	20	\$ 200.00	\$ 4,000.00
21	Saw Cutting	LF	300	\$ 5.00	\$ 1,500.00
22	HMA Milling 3" or less	SY	150	\$ 10.00	\$ 1,500.00
23	HMA 19M64 - Base Course 4"	Ton	1,010	\$ 98.00	\$ 98,980.00
24	HMA9.5M64 Surface Course 2"	Ton	505	\$ 102.00	\$ 51,510.00
25	Hot Mix Asphalt Driveway, 2" Thick	Ton	10	\$ 75.00	\$ 750.00
26	Tack Coat	Gal.	425	\$ 1.00	\$ 425.00
27	Geotextiles	SY	4,250	\$ 2.00	\$ 8,500.00
28	Subbase - 6" Compacted DGABC	SY	4,250	\$ 9.50	\$ 40,375.00
29	DGABC Variable Thickness	CY	325	\$ 50.00	\$ 16,250.00
30	Coarse Aggregate, Size No. 57	CY	200	\$ 45.50	\$ 9,100.00
31	Concrete Vertical Curb 4"x8"x18"	LF	2,400	\$ 24.00	\$ 57,600.00
32	Concrete Sidewalk, 4" Thick	SY	150	\$ 75.00	\$ 11,250.00
33	Concrete Sidewalk, Reinforced, 6" Thick	SY	100	\$ 85.00	\$ 8,500.00
34	Detectable Warning Surfaces	SY	4	\$ 300.00	\$ 1,200.00
35	Inlet Type B, Casting	Ea.	11	\$ 2,200.00	\$ 24,200.00
36	Curb Piece, P-ECO	Ea.	11	\$ 401.50	\$ 4,416.50
37	Bicycle Safe Grate	Ea.	11	\$ 375.50	\$ 4,130.50
38	Regulatory and Warning Sign	SF	50	\$ 37.50	\$ 1,875.00
39	Traffic Stripes, 4"	LF	2,400	\$ 2.50	\$ 6,000.00
40	Traffic Pavement Markings, 6"	LF	120	\$ 3.00	\$ 360.00
41	Traffic Pavement Markings, 24"	LF	20	\$ 3.00	\$ 60.00
42	Topsoiling, 5" Thick	SY	3,000	\$ 8.00	\$ 24,000.00
43	Fertilizer and Seeding, Type M	SY	3,000	\$ 1.00	\$ 3,000.00
44	Straw Mulching	SY	3,000	\$ 1.00	\$ 3,000.00
45	Asphalt Price Adjustment	LS	0.4	\$ 15,000.00	\$ 6,000.00
46	Fuel Price Adjustment	LS	0.4	\$ 2,500.00	\$ 1,000.00
ESTIMATED CONSTRUCTION COST					\$493,789.68


 Brandon M. Fetzer, P.E.
 N.J. License No.050703

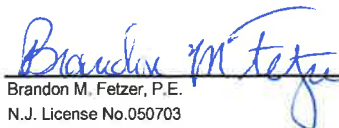
ENGINEER 'S ESTIMATE
 PREPARED FOR
RESURFACING OF MALLARD PLACE
 SITUATED IN
PENNINGTON BOROUGH, MERCER COUNTY, NEW JERSEY
 VNHA Project No.: PEN-BOOFP23012
 June 23, 2023

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
1	Mobilization	LS	0.3	\$ 30,000.00	\$ 9,000.00
2	Progress Schedule	LS	0.3	\$ 3,500.00	\$ 1,050.00
3	Construction Layout	LS	0.3	\$ 17,000.00	\$ 5,100.00
4	Concrete Washout Facility	Ea.	0.3	\$ 11,000.00	\$ 3,300.00
5	Uniformed Traffic Directors (Allowance), As Directed By Engineer, State Non Participating	Hr.	0	\$ 95.00	\$ -
6	Traffic Director, Flagger	Hr.	60	\$ 83.28	\$ 4,996.80
7	Traffic Cone	Ea.	30	\$ 20.00	\$ 600.00
8	Drums	Ea.	15	\$ 75.00	\$ 1,125.00
9	Breakaway Barricade	Ea.	6	\$ 135.00	\$ 810.00
10	Construction Signs	SF	120	\$ 15.00	\$ 1,800.00
11	Clearing Site	LS	0	\$ 10,000.00	\$ 3,000.00
12	Post and Wire Fence	LS	75	\$ 5.00	\$ 375.00
13	Silt Fence	LS	0	\$ 10.00	\$ -
14	Inlet Filter, Type 2	Ea.	4	\$ 250.00	\$ 1,000.00
15	Haybales	Ea.	9	\$ 24.19	\$ 217.71
16	Excavation, Test Pit	CY	5	\$ 200.00	\$ 1,000.00
17	Excavation, Unclassified	CY	1,100	\$ 25.00	\$ 27,500.00
18	Excavation, Unclassified, if & where	CY	100	\$ 25.00	\$ 2,500.00
19	Excavation, Unclassified, Overexcavation	CY	250	\$ 50.00	\$ 12,500.00
20	Rock Removal	CY	20	\$ 200.00	\$ 4,000.00
21	Saw Cutting	LF	300	\$ 5.00	\$ 1,500.00
22	HMA Milling 3" or less	SY	0	\$ 10.00	\$ -
23	HMA 19M64 - Base Course 4"	Ton	750	\$ 98.00	\$ 73,500.00
24	HMA9.5M64 Surface Course 2"	Ton	375	\$ 102.00	\$ 38,250.00
25	Hot Mix Asphalt Driveway, 2" Thick	Ton	7	\$ 75.00	\$ 525.00
26	Tack Coat	Gal.	310	\$ 1.00	\$ 310.00
27	Geotextiles	SY	3,100	\$ 2.00	\$ 6,200.00
28	Subbase - 6" Compacted DGABC	SY	3,100	\$ 9.50	\$ 29,450.00
29	DGABC Variable Thickness	CY	250	\$ 50.00	\$ 12,500.00
30	Coarse Aggregate, Size No. 57	CY	150	\$ 45.50	\$ 6,825.00
31	Concrete Vertical Curb 4"x8"x18"	LF	1,500	\$ 24.00	\$ 36,000.00
32	Concrete Sidewalk, 4" Thick	SY	100	\$ 75.00	\$ 7,500.00
33	Concrete Sidewalk, Reinforced, 6" Thick	SY	50	\$ 85.00	\$ 4,250.00
34	Detectable Warning Surfaces	SY	2	\$ 300.00	\$ 600.00
35	Inlet Type B, Casting	Ea.	4	\$ 2,200.00	\$ 8,800.00
36	Curb Piece, P-ECO	Ea.	4	\$ 401.50	\$ 1,606.00
37	Bicycle Safe Grate	Ea.	4	\$ 375.50	\$ 1,502.00
38	Regulatory and Warning Sign	SF	25	\$ 37.50	\$ 937.50
39	Traffic Stripes, 4"	LF	50	\$ 2.50	\$ 125.00
40	Traffic Pavement Markings, 6"	LF	60	\$ 3.00	\$ 180.00
41	Traffic Pavement Markings, 24"	LF	20	\$ 3.00	\$ 60.00
42	Topsoiling, 5" Thick	SY	2,000	\$ 8.00	\$ 16,000.00
43	Fertilizer and Seeding, Type M	SY	2,000	\$ 1.00	\$ 2,000.00
44	Straw Mulching	SY	2,000	\$ 1.00	\$ 2,000.00
45	Asphalt Price Adjustment	LS	0.3	\$ 15,000.00	\$ 4,500.00
46	Fuel Price Adjustment	LS	0.3	\$ 2,500.00	\$ 750.00
ESTIMATED CONSTRUCTION COST					\$335,745.01


 Brandon M. Fetzer, P.E.
 N.J. License No.050703

ENGINEER'S ESTIMATE
 PREPARED FOR
RESURFACING OF QUEENS LANE
 SITUATED IN
PENNINGTON BOROUGH, MERCER COUNTY, NEW JERSEY
 VNHA Project No.: PEN-BOOFP23012
 June 23, 2023

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
1	Mobilization	LS	0.3	\$ 30,000.00	\$ 9,000.00
2	Progress Schedule	LS	0.3	\$ 3,500.00	\$ 1,050.00
3	Construction Layout	LS	0.3	\$ 17,000.00	\$ 5,100.00
4	Concrete Washout Facility	Ea.	0.3	\$ 11,000.00	\$ 3,300.00
5	Uniformed Traffic Directors (Allowance), As Directed By Engineer, State Non Participating	Hr.	0	\$ 95.00	\$ -
6	Traffic Director, Flagger	Hr.	60	\$ 83.28	\$ 4,996.80
7	Traffic Cone	Ea.	30	\$ 20.00	\$ 600.00
8	Drums	Ea.	15	\$ 75.00	\$ 1,125.00
9	Breakaway Barricade	Ea.	6	\$ 135.00	\$ 810.00
10	Construction Signs	SF	130	\$ 15.00	\$ 1,950.00
11	Clearing Site	LS	0	\$ 10,000.00	\$ 3,000.00
12	Post and Wire Fence	LS	75	\$ 5.00	\$ 375.00
13	Silt Fence	LS	0	\$ 10.00	\$ -
14	Inlet Filter, Type 2	Ea.	7	\$ 250.00	\$ 1,750.00
15	Haybales	Ea.	9	\$ 24.19	\$ 217.71
16	Excavation, Test Pit	CY	5	\$ 200.00	\$ 1,000.00
17	Excavation, Unclassified	CY	1,350	\$ 25.00	\$ 33,750.00
18	Excavation, Unclassified, if & where	CY	100	\$ 25.00	\$ 2,500.00
19	Excavation, Unclassified, Overexcavation	CY	325	\$ 50.00	\$ 16,250.00
20	Rock Removal	CY	20	\$ 200.00	\$ 4,000.00
21	Saw Cutting	LF	300	\$ 5.00	\$ 1,500.00
22	HMA Milling 3" or less	SY	0	\$ 10.00	\$ -
23	HMA 19M64 - Base Course 4"	Ton	960	\$ 98.00	\$ 94,080.00
24	HMA9.5M64 Surface Course 2"	Ton	480	\$ 102.00	\$ 48,960.00
25	Hot Mix Asphalt Driveway, 2" Thick	Ton	8	\$ 75.00	\$ 600.00
26	Tack Coat	Gal.	400	\$ 1.00	\$ 400.00
27	Geotextiles	SY	4,000	\$ 2.00	\$ 8,000.00
28	Subbase - 6" Compacted DGABC	SY	4,000	\$ 9.50	\$ 38,000.00
29	DGABC Variable Thickness	CY	325	\$ 50.00	\$ 16,250.00
30	Coarse Aggregate, Size No. 57	CY	175	\$ 45.50	\$ 7,962.50
31	Concrete Vertical Curb 4"x8"x18"	LF	2,000	\$ 24.00	\$ 48,000.00
32	Concrete Sidewalk, 4" Thick	SY	100	\$ 75.00	\$ 7,500.00
33	Concrete Sidewalk, Reinforced, 6" Thick	SY	50	\$ 85.00	\$ 4,250.00
34	Detectable Warning Surfaces	SY	2	\$ 300.00	\$ 600.00
35	Inlet Type B, Casting	Ea.	7	\$ 2,200.00	\$ 15,400.00
36	Curb Piece, P-ECO	Ea.	7	\$ 401.50	\$ 2,810.50
37	Bicycle Safe Grate	Ea.	7	\$ 375.50	\$ 2,628.50
38	Regulatory and Warning Sign	SF	25	\$ 37.50	\$ 937.50
39	Traffic Stripes, 4"	LF	50	\$ 2.50	\$ 125.00
40	Traffic Pavement Markings, 6"	LF	60	\$ 3.00	\$ 180.00
41	Traffic Pavement Markings, 24"	LF	20	\$ 3.00	\$ 60.00
42	Topsailing, 5" Thick	SY	2,750	\$ 8.00	\$ 22,000.00
43	Fertilizer and Seeding, Type M	SY	2,750	\$ 1.00	\$ 2,750.00
44	Straw Mulching	SY	2,750	\$ 1.00	\$ 2,750.00
45	Asphalt Price Adjustment	LS	0.3	\$ 15,000.00	\$ 4,500.00
46	Fuel Price Adjustment	LS	0.3	\$ 2,500.00	\$ 750.00
ESTIMATED CONSTRUCTION COST					\$421,768.51


 Brandon M. Felzer, P.E.
 N.J. License No.050703

Applicant Information

Name of Grantee: Pennington Borough

Organization Address

Pennington Borough
30 North Main Street
Pennington, NJ 08534
Phone: (609) 737-0276

Email Address:

Federal Tax Identification Number: 216000995
Vendor Number: 216000995-00
Vendor Unit: PENNINGTON BORO
Vendor Unit Address 30 N MAIN ST
PENNINGTON, NJ 08534

Application Initiation Date: 06/08/2023

Municipality applicants should update Mayor, Clerk and Municipal Engineer Information. County applicants should update County Executive/County Commissioner, Clerk and County Engineer information.

Mayor Information

Update information here:

First Name: James
Last Name: Davy
County: Mercer
Municipality: Pennington Borough
Address 1: 30 North Main Street
Address 2:
City: Pennington Borough
State: New Jersey
Zip: 08534
Phone: 609-737-0276
E-Mail: jdavy@penningtonbroo.org

Clerk Information

Update information here:

First Name: Elizabeth
Last Name: Sterling
County: Mercer
Municipality: Pennington Borough
Address 1: 30 North Main Street
Address 2:
City: Pennington Borough
State: New Jersey
Zip: 08534
Phone: 609-737-0276
E-Mail: bsterling@penningtonboro.org

Municipal Engineer

Update information here:

First Name: Brandon
Last Name: Fetzer
County: Mercer
Municipality: Pennington Borough
Address 1: Van Note Harvey Associates
Address 2: 103 College Road East, Third Floor
City: Princeton
State: New Jersey
Zip: 08540
Phone: 609-987-2323
E-Mail: bfetzer@vannoteharvey.com

Municipal Aid Application 2024
MA-2024-Improvements to Abey Drive, Mallard -00262
Signature Page

Item 20.

Title of presiding officer who will be signing this application/agreement: Council President

You will need to submit your Resolution/Agreement using **PMRS**. Once you submit the application, Project will be created in **PMRS** the next business day. The Engineer listed on this application will be assigned to LPA Project Manager role and will have the project in their court to start the Resolution and Agreement Execution Process (**LAAE**). Next Agreement Execution Process (**LAAE**) will go to the Presiding Officer and then to the Clerk to capture the electronic signatures. Please complete the resolution submission within **30 days** of your application submission in **PMRS**.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 7.6**

**RESOLUTION AUTHORIZING A.C. SCHULTES TO PERFORM WORK REQUIRED ON
IMPROVEMENTS TO WELL #6 THROUGH COOPERATIVE PRICING SYSTEM
AGREEMENT WITH THE NORTH JERSEY WASTEWATER
COOPERATIVE PRICING SYSTEM**

WHEREAS, the Superintendent of Public Works has identified the need to make necessary improvements to Well #6 in the Borough; and

WHEREAS, the necessary improvements consist of replacing a vertical turbine pump at Well #6 with a high efficient clear well pump; and

WHEREAS, the Superintendent has determined that A.C. Schultes is a qualified vendor to perform the work necessary to facilitate these improvements through the North Jersey Wastewater Cooperative Pricing System; and

WHEREAS, Pennington Borough joined the North Jersey Wastewater Cooperative Pricing System by Resolution 2021-10.8 in October of 2021; and

WHEREAS, A.C. Schultes, located in Woodbury Heights, New Jersey is an authorized dealer for the desired equipment and has provided the Borough with quote #32384 dated June 13, 2023 for the equipment including installation; and

WHEREAS, A.C Schultes also included in quote #32384, the costs for electric assistance and Mr. Smith recommends that the Borough include \$2,200 in the event that this assistance is required;

WHEREAS, the Borough has included these improvements in the plan for utilization of American Recovery Act funds; and

WHEREAS, the Chief Financial Officer has certified that funds are available for this purchase under the American Recovery Act;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington that the aforesaid purchase of equipment through the North Jersey Wastewater Cooperative Pricing System, including installation and \$2,200 for electric assistance if needed for improvements to Well #6 in the Borough, are hereby authorized in an amount not to exceed \$31,415.00 as per quote #32384 dated June 13, 2023 from A.C. Schultes.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone					Marciante				
Chandler					Stern				
Gnatt					Valenza				

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on July 10, 2023.

Elizabeth Sterling, Borough Clerk



664 S. Evergreen Ave.
Woodbury Heights, NJ 08097
24 Hour Service
(856) 845-5656 Office
usiv@acschultes.com
www.acschultes.com

June 13, 2023

Borough of Pennington
30 N Main St
Pennington, NJ 08534

Attention: Rick Smith
Email: rsmith@penningtonboro.org
Phone: 609-737-9440

Reference: Replace well #6 VTP with submersible & Replace Clear Well Motor
ACS Quote #32384 June 2023

Rick:

A.C. Schultes, Inc. is pleased to present a proposal for the following scope of work. We will furnish and install a new submersible pump and motor to replace the existing vertical turbine pump currently in service along with a new motor for the Clear Well. Materials to be furnished and installed include:

- Removal of existing VTP
- New 20 HP, 240 volt submersible VFD duty motor
- New Goulds 230S200-6 stage pump capable of 200 gpm @ 275' TDH
- (190) feet of 4" x 21' long steel drop pipe
- (200) feet of submersible flat jacketed cable
- 4" inline check valve
- New 10HP Premium Efficiency Motor

After installation, A.C. Schultes will test both units for proper operation. Existing pump & motors will be disposed of by Pennington. A.C. Schultes North Jersey Cooperative pricing contract B-331-6.

Cost associated with this project:

Materials & Labor:\$29,215.00

For Electric assistance A.C. Schultes offers the following rates:

A) 1 – Electrician 8 hour day - \$1,650.00 / 8 hr day

B) 1 – Electrician Hourly rate - 2 hour minimum - \$265.00 / hour

Our terms of payment are net upon presentation. An interest charge of 1.5% per month will be assessed to all unpaid balances in excess of thirty days past due.

The pricing listed above is valid for 30-days from the date of this quote.

Please be advised that the above costs do not include the following:

- Any transducers or transmitters.
- Access to the site. The site must be accessible for our truck mounted equipment.
- Any site restoration.
- Any additional work other than noted above.
- Any electrical upgrades.
- Any discharge piping, repairs or modifications.

If you choose to utilize A.C. Schultes for this project, please acknowledge your acceptance of this proposal by signing in the space provided below.

Thank you for the opportunity to quote on this work. Should you have any questions or require additional information, please feel free to contact our office.

Sincerely,

A.C. SCHULTES, INC.

Rick Hill

Rick Hill
Technical Sales Representative

Date: _____ Purchase Order Number: _____

Signature: _____

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 7.7**

**RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF PENNINGTON AND THE MERCER COUNTY
IMPROVEMENT AUTHORITY FOR CURBSIDE COLLECTION OF RECYCLABLES FOR THE
TERM OF FIVE (5) YEARS COMMENCING ON JANUARY 1, 2024 THROUGH
DECEMBER 31, 2028**

WHEREAS, there exists a need in the Borough of Pennington to provide recycling services to the residents of Mercer County; and

WHEREAS, the Mercer County Improvement Authority (“MCIA”) has been designated by the County of Mercer as the implementing agency for the Solid Waste Management Plan within Mercer County under the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., for the curbside collection of recyclables; and

WHEREAS, the Borough of Pennington wishes to continue its participation in the Mercer County Solid Waste Management Plan by having MCIA provide for the Curbside Recycling Program throughout the Borough during the term of the agreement; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-4 et seq., permits the Borough to enter into an Agreement with the MCIA to provide for said Curbside Recycling Services during the Term of the Agreement; and

WHEREAS, the Agreement between the MCIA and the Borough for the Curbside Recycling Collection Program is for a period of five (5) years commencing on January 1, 2024 through December 31, 2028; and

WHEREAS, the Agreement between the Borough and the MCIA supersedes all prior shared services agreements for Curbside Recycling Services;

WHEREAS, the Chief Financial Officer has certified that funds for this agreement are available contingent upon a sufficient appropriation being provided in the adopted Municipal Budgets for the years 2024, 2025, 2026, 2027 and 2028;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, in the County of Mercer and State of New Jersey, that the Shared Services Agreement between the Borough and the MCIA for curbside collection of recyclables for the Term of the Agreement be and hereby is authorized and accepted by the Borough of Pennington and the Mayor is authorized to execute said Agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Agreement shall take effect according to its terms upon the adoption of an appropriate resolution by the MCIA and the execution of the Agreement by and between the Borough of Pennington and the MCIA in accordance with N.J.S.A. 40:8A-1 et seq.; and

BE IT FURTHER RESOLVED THAT the form of the agreement shall be subject to approval by the Borough Attorney who shall be guided by the offer letter of April 26, 2023 by Daniel G. Napoleon to Donato Nieman, Borough Administrator, of which a copy is annexed.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone					Marciante				
Chandler					Stern				
Gnat					Valenza				

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on July 10, 2023.

Elizabeth Sterling, Borough Clerk



Brian M. Hughes, County Executive
Phillip S. Miller, Executive Director
John P. Thurber, Chairman
80 Hamilton Avenue • 2nd Floor • Trenton, NJ 08611
609.278.8100 • f 609.695.1452 • mcia-nj.com

April 26, 2023

Mr. Donato Nieman, Business Administrator
Pennington Borough
20 North Main Street
Pennington, NJ 08534

Dear Mr. Nieman:

Enclosed, please find a new Shared Services Agreement between your municipality and the Mercer County Improvement Authority (MCIA) for the curbside collection of recyclable material. You will notice that pricing for this service has increased.

The enclosed agreement covers a term of five (5) years commencing on January 1, 2024 through December 31, 2028. In the coming weeks, I will be contacting your office to schedule a time to meet and discuss the contract in further detail.

Also enclosed, please find a sample resolution to be adopted by your municipality's governing body. Please execute the enclosed agreement and return two (2) copies to the Authority with an adopted resolution by your municipality no later than August 31, 2023.

Thank you for your continued participation in the County Recycling Program. Should you have any questions, please feel free to contact me at 609-278-8086 or via e-mail at dnapoleon@mcianj.org.

Kind Regards,

A handwritten signature in black ink, appearing to read "Dan G. Napoleon", written in a cursive style.

Daniel G. Napoleon
Director of Environmental Programs

Enclosures:

cc: Phillip S. Miller, Executive Director
Allan C. Collins, Deputy Executive Director
Rick Smith, Superintendent of Public Works

SHARED SERVICES AGREEMENT

This Agreement is made this ____ day of _____ 2023 (the "SSA"), by and between **PENNINGTON BOROUGH** (the "Municipality") and the **MERCER COUNTY IMPROVEMENT AUTHORITY**, 80 Hamilton Avenue, 2nd Floor, Trenton, New Jersey, 08611.

WHEREAS, the Mercer County Improvement Authority ("MCIA") has been designated by the Mercer County (the "County") Board of County Commissioners (the "Board") as the implementing agency for the County's Solid Waste Management Plan that the County is required to establish and maintain pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., (the "Act"); and

WHEREAS, on November 5, 1988, the Board adopted Ordinance No. 88-33 entitled "An Ordinance Amending the Mercer County Solid Waste Management Plan pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., to include establishing the Mercer County Recycling Plan," (the "County Ordinance") which Recycling Plan provides for the collection and marketing of recyclable materials; and

WHEREAS, the Recycling Plan and County Ordinance were subsequently amended by the following ordinances adopted by the Board: Ordinance No. 89-19 adopted July 25, 1989; Ordinance No. 91-14 adopted June 11, 1991; Ordinance No. 93-11 adopted June 10, 1993; and Ordinance No. 2006-19 adopted December 21, 2006; and

WHEREAS, each municipality within the County was required by Ordinances No. 88-33 and 89-19 to adopt a municipal ordinance providing for recycling within the municipality pursuant to the Statewide Mandatory Source Separation and Recycling Act, N.J.S.A. 13:1E-99.11

et seq., by adopting of the Recycling Plan as its official municipal recycling program (the “Recycling Program”) in the manner required by said County Ordinance; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the “Shared Services Act”), authorizes any local unit of the State to enter into a shared services agreement with any other local unit(s) for the join provision within the several jurisdictions of any service which any party to the agreement is empowered to undertake within its own jurisdiction; and

WHEREAS, the State of New Jersey, consistent with the Shared Services Act, encourages local units, such as the MCIA and the Municipality, to enter into agreements for the joint provision of governmental services as is authorized by the Shared Services Act; and

WHEREAS, the MCIA has developed a program for the curbside collection of acceptable recyclable materials (the “Curbside Program”) and the Municipality wishes to participate in the Curbside Program; and

WHEREAS, the Parties have each determined it is in their respective best interests to enter into this SSA, allowing the Municipality to participate in the Curbside Program subject to the terms and conditions set forth in this SSA.

NOW, THEREFORE, IT IS agreed by and between the MCIA and the Municipality as follows:

ARTICLE I

Section 1.01 Services to be Provided. The MCIA shall provide the Curbside Program to the Municipality. Pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the Act, or other applicable law, the MCIA shall contract with a vendor (the “Recycling Vendor”), which shall undertake the Curbside Program on behalf, and under the supervision. of the MCIA. The Recycling Vendor shall collect acceptable recyclable materials and deliver them to an approved

recycling processing facility. The Municipality shall abide by the terms of the agreement entered into by and between the MCIA and the Recycling Vendor pertaining to the Curbside Program (the "Recycling Vendor Agreement") and shall not take any action whatsoever in violation of the Recycling Vendor Agreement or any such other similar agreement.

Section 1.02 Recyclable Materials. As required by the Curbside Program, and the Recycling Vendor Agreement, the Recycling Vendor shall collect and dispose of the following acceptable recyclable materials: glass food and beverage containers, metal food and beverage cans, certain plastic containers, polycoated beverage cartons, corrugated cardboard, and residential mixed paper. The MCIA reserves the right to remove or add items to the list of acceptable recyclable materials to be collected by the Recycling Vendor as part of the Curbside Program. The MCIA shall determine the dates and the manner in which residents of the Municipality must place the acceptable recyclable materials at the curb or street side for collection by the Recycling Vendor.

Section 1.03 Costs. The Municipality shall deliver payment to the MCIA by the 15th of each calendar month during each year of the term of this SSA which runs coterminous with the Recycling Vendor Agreement, with each monthly payment being in an amount equal to one-twelfth (1/12) of the Total Annual Fee for the then current year of this SSA which are as follows:

<u>Recycling Vendor Agreement Year</u>	<u>Total Annual Fee</u>
Recycling Vendor Agreement Year 1 January 1, 2024 to December 31, 2024	79,500
Recycling Vendor Agreement Year 2 January 1, 2025 to December 31, 2025	\$85,416
Recycling Vendor Agreement Option Year 1 (Year 3 of Recycling Vendor Agreement) January 1, 2026 to December 31, 2026	\$91,804
Recycling Vendor Agreement Option Year 2 (Year 4 of Recycling Vendor Agreement) January 1, 2027 to December 31, 2027	\$98,666
Recycling Vendor Agreement Option Year 3 (Year 5 of Recycling Vendor Agreement) January 1, 2028 to December 31, 2028	\$106,119

Section 1.04 Hold Harmless. The Parties agree to hold each other harmless for any loss, damage or claim incurred or asserted resulting from the negligence of either Party in performing their duties and responsibilities under this SSA.

Section 1.05 Default. In the event the MCIA serves written notice upon the Municipality identifying any breach(es) of the terms or conditions of this SSA by the Municipality and if the Municipality fails to cure such identified breach(es) of this SSA within thirty (30) days after receipt of such written notice served upon the Municipality by the MCIA pursuant to this Section 1.05 of this SSA, the MCIA shall then have the option, in its sole and absolute discretion, to terminate this SSA.

Section 1.06 Government Approvals. The MCIA and the Municipality agree to use their best efforts and due diligence to obtain any approvals from the New Jersey Department of Environmental Protection, and/or any other governmental agency or authority that may be required to implement or maintain the Recycling Program and/or the Curbside Program.

Section 1.07 Term. The term of this SSA is intended by the Parties to run, and shall be, coterminous with the term of the Recycling Vendor Agreement. This SSA shall therefore have an initial term of two (2) years, commencing January 1, 2024 and expiring December 31, 2025, and the MCIA shall have the right to exercise three (3) one-year renewal periods of one year each as identified in Section 1.03 of this SSA. This SSA shall terminate immediately upon termination of the Recycling Vendor Agreement unless otherwise agreed to by the Parties.

ARTICLE II

Section 2.01 Entire Agreement. The provisions of this SSA shall constitute the entire agreement between the Parties for or with respect to the matters described herein except as to the Recycling Vendor Agreement which is incorporated herein by reference. This SSA may only be modified only by written agreement duly executed by both Parties.

Section 2.02 Headlines. Captions and headings appearing in this SSA are for ease of reference only and do not constitute a part of this SSA.

Section 2.03 Governing Law. This SSA shall be governed by the laws of the State of New Jersey.

Section 2.04 Severability. In the event that any provision of this SSA shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this SSA or to such other appropriate actions as shall, to the maximum extent practicable in light

of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this SSA shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

Section 2.05 Execution of Counterparts. This SSA may be executed by the Parties in any number of counterparts each of which shall be executed by the MCIA and Municipality and all of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, the MCIA and the Municipality have caused their respective corporate seals to be hereunto affixed hereto and attested and this SSA to be signed by their respective officers duly authorized and this SSA to be dated as of the day and year first above written.

WITNESS:

MERCER COUNTY IMPROVEMENT AUTHORITY

By: _____

By: _____
Representative

WITNESS:

PENNINGTON BOROUGH

By: _____

By: _____
Representative

**BOROUGH OF PENNINGTON
RESOLUTION 2023-7.8**

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH VAN
NOTE-HARVEY ASSOCIATES FOR PREPARATION OF BOUNDARY SURVEY IN
CONNECTION WITH 417B SOUTH MAIN STREET, BLOCK 1002, LOT 12.02 ON THE
BOROUGH TAX MAP AND FURTHER AUTHORIZING THE USE OF OPEN SPACE FUNDS
FOR THESE SERVICES**

WHEREAS, Pennington Borough acquired for Open Space the property known as 417B South Main Street, Block 1002, Lot 12.02 on the Borough Tax Map; and

WHEREAS, the Borough is seeking reimbursement from the New Jersey Department of Environmental Protection, Green Acres Program; and

WHEREAS, Green Acres requires a Boundary Survey that complies with their requirements for reimbursement; and

WHEREAS, the Borough seeks to enter into a professional services agreement with Van Note-Harvey Associates for preparation of the Boundary Survey and Green Acres Requirements Coordination; as described in the attached proposal memoranda from VNHA dated May 26, 2023; and

WHEREAS, the fees for preparation of the Boundary Survey and Green Acres Requirements Coordination is \$12,500.00 as set forth in the attached VNHA memorandum dated May 26, 2023; and

WHEREAS, any work exceeding the scope of work described in the annexed memoranda with respect to the Boundary Survey and Green Acres Requirements Coordination shall require prior written approval by Borough Council;

WHEREAS, the Chief Financial Officer has certified that funds are available for this purpose in the Borough Open Space Fund;

NOW, THEREFORE, BE IT RESOLVED, by Borough Council of the Borough of Pennington that the Mayor, with the attestation of the Clerk, is hereby authorized to enter into a professional services agreement with Van Note-Harvey Associates for the preparation of the Boundary Survey and Green Acres Requirements Coordination, as described above and in the attached memoranda, for a sum not to exceed \$12,500., provided the scope of services be further clarified in a form of agreement consistent with the above and approved by the Borough Attorney; and

BE IT FURTHER RESOLVED that the funding for these services shall be made from the Borough Open Space Fund.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone					Marciante				
Chandler					Stern				
Gnatt					Valenza				

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on July 10, 2023.

Elizabeth Sterling, Borough Clerk



VIA EMAIL:
bsterling@penningtonboro.org

May 26, 2023

Ms. Betty Sterling
Borough Clerk/Assistant CFO
Borough of Pennington
30 N. Main St.
Pennington, NJ 08534

**RE: Proposal for Professional Surveying Services
Lot 12.02, Block 1002
Borough of Pennington, Mercer County, New Jersey
PEN-BOOFP23013P Ref. #44741**

Dear Ms. Sterling,

Per your request for Proposal, Van Note-Harvey Associates, Inc. (VNHA) is pleased to provide this proposal to perform a boundary survey, in general accordance with NJDEP Green Acres Specifications for “Performing Surveys for Local Governments and Non-Profit Organizations” for the above-referenced property.

VNHA’s specific scope of services and related fees are as follows:

I. BOUNDARY SURVEY

VNHA will prepare a boundary survey of the above noted lot, containing approximately 0.57 acres of land more or less per Tax Map; in general accordance with the current NJDEP Green Acres Specifications for “Performing Surveys for Local Governments and Non-Profit Organizations”.

Existing property corner markers will be recovered and located by survey, and missing property corners will be set utilizing a capped iron pin or other suitable marker based on said Green Acres requirements. The survey plan will be computer generated in AutoCAD format.

Per Green Acres Standards the Client is to provide a current comprehensive title report of the property in question in order to assist in the preparation of the survey. VNHA will review the said title report as provided and analyze and plot recorded documents as required in order to portray easements or dedications of record.

II. GREEN ACRES REQUIREMENTS/COORDINATION

VNHA will prepare/provide the Surveyor’s Certification and Summary Form and the plan’s Legend of Acquisition in general accordance with Green Acres requirements.

VNHA will prepare and provide a metes and bounds description of said lot in accordance with Green Acres requirements. It has been assumed that Legal Descriptions will be required for the Property Boundary, 60’ wide Conservation Easement, Shed and Vehicle Turnaround Easement and 15’ Wide Ingress/Egress Driveway Easement over part of Lot 46, Block 1002 (African Cemetery). It has been assumed that there are no other encroachments or encumbrances onto or over Lot 12.02, Block 1002 that will require additional Legal Descriptions per Green Acres Standards.

Final deliverables include: three (3) sets of plans and legal descriptions with a reduced plan copy stapled to the description and digital files as outlined in the Green Acres specifications referenced above.

ESTIMATE FEE SUMMARY

- I. Boundary Survey \$5,500.00*
- II. Green Acres Requirements/Coordination \$7,000.00*

***Our time frame for completion of the above surveys is 45 business days from receipt of written notice to proceed and receipt of title report and all support documents.**

ASSUMPTIONS

For purposes of this proposal, we have assumed the following:

1. Fees quoted in this proposal are valid without adjustment through December 31, 2023, and thereafter may be adjusted to reflect cost of living increases.
2. Should the project be terminated, VNHA will be paid for all services performed up to the termination notice date in accordance with our Standard Provisions of Agreement (copy attached). Terminations must be in writing.
3. This proposal assumes that project information will be distributed by regular postal mail. The cost of express mail, messenger service, fax transmissions, return receipt, certified mail, etc. as requested by the client will be billed as a direct cost and are not included in the fixed fees quoted herein.
4. Invoicing will be submitted for payment at the completion of the task. Invoices are due upon receipt. Invoices not paid within thirty (30) days may be just cause for suspension of VNHA’s services until such time as all payments are made in full.
5. This survey will be prepared with the benefit of a full and accurate title search to be provided by the Client. This survey will be subject to the findings of a full and accurate title search for the property noted herein, and all adjoining properties.
6. No major problems will be encountered with deeds and/or records, and no boundary line disputes will arise. If so, time to resolve problems will be performed on a time and material basis at VNHA Standard Hourly Billing Rates. No additional work or cost will be undertaken without client’s approval.
7. In the case of discovered ambiguities in either the record title or the field survey process, the client will be contacted and informed of any additional work or costs associated with resolving the ambiguities. No additional work or costs will be undertaken without the client’s approval.
8. VNHA will be provided with any and all information i.e., title reports, deeds, easements, plans, prior surveys, etc. of the property known to exist or in the possession of the current property owners prior to the start of work.
9. Only those items specifically stated herein are included. Any other items which may be required will be considered additional services and invoiced accordingly.
10. The cost of any other printing and copying for plans, reports, calculations, will be billed as a direct charge in accordance with our rate schedule (copy attached) and are not included in the fees quoted herein.

We appreciate the opportunity to have prepared this proposal and look forward to assisting you with this project. If the terms and conditions described above meet with your approval, please indicate your acceptance and acknowledgement of your responsibility for payment by signing the following: 1) this proposal letter; 2) the attached Standard Provisions of Agreement; 3) paragraph 15 of the Standard Provisions of Agreement, if applicable. Please return a signed copy of this proposal to our office for our records. Services will not commence until written authorization to proceed is received.

Should you have any questions regarding this proposal please do not hesitate to contact me.

Very truly yours,

Kenneth R. Raike, PLS
Principal Surveyor

KRR/mem

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Enclosures

c: KTS / BJF / TOS / JMM

AUTHORIZED BY: _____ **DATE:** _____
Borough of Pennington

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 7.9**

**RESOLUTION AUTHORIZING AGREEMENT WITH
LEXISNEXIS RELATING TO ACCIDENT REPORTS**

WHEREAS, the Chief of Police has recommended that the Borough enter into an agreement with LexisNexis Coplogic Solutions, Inc. (LNCSI) for assisting the Department in responding to requests for accident reports;

WHEREAS, the proposed service would enable authorized requestors for these reports to obtain them online through LNCSI in return for a fee collected by LNCSI that would include an amount to be passed through to the Police Department and an amount retained by LNCSI;

WHEREAS, the amount to be paid to the Police Department would be set by the Police Department and would be subject to revision from time to time in accordance with applicable law and procedures, and the amount paid to LNCSI would be set by it and also be subject to revision over time;

WHEREAS, an authorized requestor of a report may decline to obtain it through LNCSI and opt instead to obtain it directly from the Department, paying only the Department's fee;

WHEREAS, as part of the service, and in exchange for providing accident reports to LNCSI, the Department would gain for its own investigative purposes access to an LNCSI database that includes reports from approximately 5,000 agency providers nationwide;

WHEREAS, the term of the proposed agreement is for three years with an automatic one-year renewal but because this is a free service the Department may effectively discontinue the service at any time by simply refusing to supply additional reports to LNCSI and resort to supplying reports to all requestors directly or by other means, meaning only that as a result it would lose access to the LNCSI database for its own purposes;

WHEREAS, the proposed LNCSI contract documents relating to this service include the attached "Law Enforcement Agreement" and separate "Order No. 1, eCommerce Services," the former amounting to a master agreement applicable to multiple LNCSI services and the latter representing terms limited to the proposed service;

WHEREAS, certain terms of the Law Enforcement Agreement are not applicable to the services in question, including any provision for payment of fees by the Department or the Borough, because this is a free service;

WHEREAS, this agreement is not subject to public bidding under the Local Public Contracts Law because it provides a free service;

WHEREAS, the final form of agreement(s) between the Borough and LNCSI shall be subject to prior review and approval by the Borough Attorney;

NOW, THEREFORE, BE IT RESOLVED, by Borough Council of the Borough of Pennington, that the Mayor is hereby authorized to enter into the proposed agreement(s) with

LexisNexis Coplogic Solutions, Inc., on behalf of the Borough, subject to prior approval as to form by the Borough Attorney.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone					Marciante				
Chandler					Stern				
Gnatt					Valenza				

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on July 10, 2023.

Elizabeth Sterling, Borough Clerk

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement (“**Agreement**”) is dated _____, 20____ (“**Effective Date**”) by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 (“**Provider**”), and Pennington Borough Police Department, with its principal place of operations at 30 N Main St Pennington NJ 08534 (“**Agency**”). Provider and Agency may be referred to herein individually as a “**Party**” and collectively referred to as “**Parties**”.

1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the “**Services**”) as described in an applicable order to this Agreement (“**Order**”). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a “**Report**”). “**Report**” shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable. The Parties further acknowledge that Provider acts on behalf of Agency to the extent it assists in carrying out Agency’s obligations to provide the public access to vehicle accident reports and Provider shall provide such access in accordance with the Federal Driver’s Privacy Protection Act, (18 U.S.C. § 2721 et seq.).

2. LICENSE AND RESTRICTIONS.

2.1. License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

- (a) Agency shall not access or use Services from outside the United States without Provider’s prior written approval; and
- (b) Agency shall not use the Services to create a competing product, provide data processing services to third parties, resell, or broker the Services to any third-party, or otherwise use the Services for any personal (non-law enforcement) purposes; and
- (c) Agency’s use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
- (d) Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
- (e) Agency may not use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
- (f) Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency’s employees who have a need to know such information); and
- (g) Except as specifically set forth in an Order, Agency shall not permit any third party (third parties shall not include Agency’s employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
- (h) Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

2.2. Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency’s use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined

below), a change in law or regulation, or the interpretation thereof, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

- 2.3. Violation of License Terms and / or Restrictions.** Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

- 3.1. Ongoing Maintenance.** Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("**Maintenance**"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 3.2. Support Services.** Provider will provide ongoing support services for problems, queries or requests for assistance ("**Support**") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.
- 3.3. On Site Support.** In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

4. FEES.

- 4.1. Fees due to Provider.** Any fees due to Provider for Services hereunder shall be specified in an Order ("**Fees**"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider.

4.1.1. Disputes. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice (“**Dispute**”), Agency shall notify Provider in writing and follow the procedures set forth herein. In the event of a Dispute, Agency shall promptly, but in no case more than thirty (30) days from receipt of the invoice, notify Provider in writing pursuant to the notice provisions of this Agreement (“**Dispute Notice**”). Agency shall identify in writing the specific cause of the Dispute, the amount in dispute, and reasonable documentation supporting the Dispute. Invoices not disputed within ninety (90) days of the invoice date will be deemed valid and may not later be disputed. The Parties agree to use best efforts to resolve all Disputes promptly and in good faith. However, in the event the Parties are not able to resolve a Dispute within sixty (60) days from Provider’s receipt of a Dispute Notice, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency’s RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports (“**Agency Fee**”) purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency’s designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center (“**Command Center**”) administration portal and/or its successor.

4.2.1. No Agency Fee will be paid with respect to the following:

- (a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (including Reports purchased before the applicable Order Effective Date) and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
- (b) When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider; or
- (c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
- (d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate’s inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor (“**Convenience Fee**”) which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

5. CONTRIBUTION/DISTRIBUTION.

- 5.1.** Agency acknowledges and agrees that Provider has compiled certain databases of person data, vehicle data, and/or incident data contributed from other law enforcement agencies (“**Participating Agencies**”) accessing certain of the Services. Agency further acknowledges and agrees that such contribution data (a) is available only to Participating Agencies that have authorized the contribution and distribution of their data via such databases and (b) may be used solely for investigative and/or law enforcement purposes and for no other purpose whatsoever.
- 5.2.** For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities (“**Authorized Requestors**”) and other authorized law enforcement entities (“**Agency Requestors**”) in accordance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this

Agreement shall prohibit Provider's Affiliates (defined in Section 16.1, "Affiliates" below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

6. TERMS AND TERMINATION.

- 6.1. Term.** This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.
- 6.2. Termination.**
- 6.2.1.** Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.
- 6.2.2.** Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.
- 6.2.3.** Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.
- 6.3. Effect of Termination.** Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

7. RELEVANT LAWS.

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

- 7.1. Driver's Privacy Protection Act.** Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained from state Departments of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws ("**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.
- 7.2. Fair Credit Reporting Act.** The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("**FCRA**") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.
- 7.3. Protected Health Information.** Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R.

Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.

- 7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.5. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. Definition. "Confidential Information" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.
- 8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- 8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order, the freedom of information act for the state which is applicable to the Agency ("FOIA"), or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order, FOIA request or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order, FOIA request or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.
- 8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
- 8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's

Confidential Information unless retention of such information is required by law, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

- 8.7. Injunctive Relief.** In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.
- 8.8. Other.** During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS.

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY.

FOR PURPOSES OF THIS SECTION, "**PROVIDER**" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. LIMITATION OF LIABILITY.

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

13. FORCE MAJEURE.

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of God or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

14. NOTICES.

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

15. MISCELLANEOUS.

- 15.1. Affiliates.** For purposes of this Agreement, “**Affiliate**” means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.
- 15.2. Independent Contractor/No Agency.** Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.
- 15.3. Assignment.** Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties’ respective successors and assigns.
- 15.4. Headings, Interpretation, and Severability.** The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 15.5. Waiver; Remedies Non-Exclusive.** No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.
- 15.6. Survival.** Sections 2-4, 7-12, and 14 shall survive the termination or rescission of this Agreement.
- 15.7. Provider Shared Facilities.** Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized, they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.
- 15.8. Entire Agreement.** This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider’s continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider’s consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

15.9. Governing Law. This Agreement shall be governed by and construed in accordance with the state or federal law(s) applicable to such Agency, irrespective of conflicts of law principles.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Pennington Borough Police Department**

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection. Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("**Account IDs**") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.

2. Agency's Information Security Program. Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("**Agency's Information Security Program**"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.

3. Agency Security Event. In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "**Agency Security Event**") Agency shall:
 - (a) provide immediate written notice to:
 - (i) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - (ii) via email to (security.investigations@lexisnexis.com); or
 - (iii) by phone at (1-888-872-5375) with a written notification to follow within twenty-four (24) hours; and
 - (b) promptly investigate the situation; and
 - (c) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
 - (d) if required by law, or in Provider' discretion, Agency shall:
 - (i) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - (ii) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
 - (e) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
 - (f) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

**Order No. 1
eCommerce Services**

This Order No. 1 (“Order”) is entered into this _____ day of _____, 20__ (“Order Effective Date”) between Pennington Borough Police Department (“Agency”) and LexisNexis Coplogic Solutions Inc. (“Provider”) and subject to the terms and conditions of the Law Enforcement Agreement effective _____, 20__ (“Agreement”) between the Parties.

1. **TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.
2. **DESCRIPTION OF SERVICES.** Provider, as part of its business, has developed web based portal(s) to distribute Reports to Authorized Requestors and other authorized entities online. In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency’s crash reports online and to distribute data extracted from the Reports via Provider’s eCommerce portal(s), LexisNexis® BuyCrash™, or its successor(s). Agency retains the rights to fulfill requests for Reports made pursuant to state freedom of information laws.
3. **SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Except as provided in Section 2.2 of the Agreement, any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency’s technology capabilities, processes, and work-flow functionality:
 - 3.1 Access to an online agency administration portal to view Reports, generate analytics, and obtain information related to Agency’s Reports.
 - 3.2 Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider.
 - 3.3 Provide Report distribution services as set forth in Section 5 of the Agreement.
 - 3.4 Pursuant to Section 2.1 of the Agreement, Agency agrees that it shall not use the Services for marketing or commercial solicitation purposes.
 - 3.5 Notwithstanding Section 2.1(g) of the Agreement, Agency may provide access to Agency’s reports and information through command center to government employees with a need to know such information
 - 3.6 Subject to Section 5.1 of the Agreement, Agency agrees to allow access to Agency’s Reports by Participating Agencies and, in return, shall receive access to Participating Agencies’ Reports. Agency agrees that it shall use Participating Agency Reports strictly for investigative and/or law enforcement purposes only.
 - 3.7 As provided by Section 7.1 of the Agreement, Agency acknowledges that certain Services provided under this Order may include the provision of certain personal information data obtained from the state Department of Motor Vehicles (“DMV Data”) and that such DMV Data may be governed by the Federal Driver’s Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the “DPPA”), and that Agency is required to comply with the DPPA, as applicable. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for the permissible purpose selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session.

Please check one below (required):

	1.	No permissible use.
	2.	Use by a government agency, but only in carrying out its functions.

1.1. Other Services: _____

4. **TERM AND TERMINATION.** This Order shall commence upon the Order Effective Date and shall continue for an initial term of thirty six (36) months (“**Initial Term**”), whereupon this Order shall automatically renew for additional twelve (12) month periods (“**Renewal Term**”) unless either Party provides written notice to the other Party, at least sixty (60) days prior to the expiration of the Renewal Term.

5. **FEES.** Pursuant to Section 4 of the Agreement, the Agency Fee is Ten Dollars and 00/100 (\$10.00). There shall be no fee to Agency for the Services.

5.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

- a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
- b) When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or
- c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
- d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate’s inventory of previously purchased Reports. Agency acknowledges that all Reports requested by Agency Requestors shall be provided free of charge.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Pennington Borough Police Department**

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: William S. Madison

Title: _____

Title: Executive Vice President

Date: _____

Date: _____

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 7.10**

**RESOLUTION REQUESTING OF MERCER COUNTY THAT IT REDESIGN
THE GREAT WESTERN BIKE PATH TRAVERSING PENNINGTON
BOROUGH TO PRESERVE ON-STREET PARKING FOR RESIDENTS
FROM CURLIS AVENUE TO VANNOY AVENUE**

WHEREAS, Mercer County is proposing to have a segment of the Great Western Bike Path traverse Pennington Borough; and

WHEREAS, for this purpose, Mercer County proposes to include a sharrows design feature along the westerly side of North Main Street to Delaware Avenue and from Delaware Avenue and South Main Street to Curlis Avenue; and

WHEREAS, Mercer County further proposes to include a no-parking restriction along South Main Street from Curlis Avenue to a point across from the Pennington Lawrenceville Road; and

WHEREAS, the proposed no-parking restriction uses double white striped lines to delineate the no parking restriction; and

WHEREAS, Pennington Borough has concerns about the loss of residential parking in the stretch between Curlis Avenue and Vannoy Avenue;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, as follows:

1. that Mercer County consider a redesign to extend the sharrows feature from Curlis Avenue to Vannoy Avenue in Pennington, thereby preserving on-street parking for residents in this section of the project area; and
2. that a copy of this Resolution be mailed to Matthew Zochowski, PP/AICP, Mercer County Department of Planning.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone					Marciante				
Chandler					Stern				
Gnatt					Valenza				

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on July 10, 2023.

Elizabeth Sterling, Borough Clerk

Regional Transportation Alternatives Program TAP-R-2017-Mercer County Great Western Bikeway

Township of Hopewell • Borough of Pennington • Township of Lawrence • Township of Ewing

Preliminary Engineering Phase • Public Information Center

Hopewell Township Municipal Building Auditorium

201 Washington Crossing-Pennington Road, Titusville, NJ 08560

Tuesday, June 27, 2023 from 6:00 PM – 8:00 PM



Mercer County will hold a Public Information Center (PIC) to provide local residents and businesses with information on the Mercer County Great Western Bikeway (GWB) project. You are encouraged to actively participate by providing comments at the meeting, by mail, or by e-mail.

THE MEETING

The purpose of the meeting is to provide an opportunity for input on the project (as a follow up to a Virtual PIC held on March 9, 2022). The PIC will be held in person at:

Hopewell Township Municipal Building Auditorium
201 Washington Crossing-Pennington Road in Titusville, NJ
Tuesday, June 27, 2023
From 6:00 PM – 8:00 PM

Please come at a time convenient for you. You will have an opportunity to review exhibits, ask questions, and discuss any concerns with County representatives and their consultant. Property owners with rental units are advised that tenants are also invited and encouraged to participate. If you are unable to participate or want to provide comments after the meeting, please visit the County's website:

<http://www.mercercounty.org/gwb> for information about the project and provide comments by July 11, 2023.

PROJECT BACKGROUND

The Great Western Bikeway (GWB) will be the first new link in a planned network of dedicated bicycle facilities throughout Mercer County. The primary route, Segment 1, will provide a continuous 10-mile bicycle route running east-west, predominantly along County Route (CR) 546 within Hopewell Township, Pennington Borough, and Lawrence Township and link between two branches of the D&R Canal State Park Trail: at Washington Crossing State Park to the west and Bakers Basin Road to the east. Two secondary routes will link Ewing Township to the south (Segment 2, CR 611) and Pennington Borough's downtown district to the north (Segment 3, CR 640). Design and Construction costs are funded by federal funds administered through NJDOT Local Aid Transportation Alternatives Program (TAP).

PROPOSED PROJECT LIMITS AND IMPROVEMENTS

- On-road bicycle lanes for a majority of the 14-mile route.
- In several locations where exclusive bicycle lanes cannot be provided, the bicycle facility will continue with either shared lanes or an off-road shared-use path.
- High visibility crossings with Rapid Rectangular Flashing Beacons (RRFBs).

CULTURAL RESOURCES

Federal and State regulations pertaining to the protection of cultural resources, referred to as the Section 106 and the NJ Register of Historic Places Act processes, require Mercer County and NJDOT to take into account the effect of proposed projects upon cultural resources listed on, or eligible for listing on, the NJ and National Registers of Historic Places. These processes require coordination between the NJDOT and the NJ Historic Preservation Office, along with other appropriate consulting and interested parties. The project is located within 3 historic districts - Washington Crossing State Park Historic District, Lawrence Township Historic District, and Bound Book (Reading) Railroad Historic District - and there are several other cultural resource sites along the corridor. An assessment of project effects will be provided for all historic districts and any other eligible resources that are identified within the project area.

ANTICIPATED PROJECT SCHEDULE:

Design Phase Completed: Summer 2024
Construction Start: Fall 2024

For further information, please contact:



Matthew Zochowski, PP/AICP, Senior Planner
Mercer County • Department of Planning
640 South Broad Street
P.O. Box 8068
Trenton, NJ 08650
P: 609-989-6985
E: mzochowski@mercercounty.org

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 7.11**

**RESOLUTION GRANTING CONDITIONAL AUTHORIZATION
FOR LAS PATATAS DE RAFA LLC, DOING BUSINESS AS LA UNICA TO
MAINTAIN A TEMPORARY OUTDOOR DINING AREA IN THE PUBLIC
RIGHT- OF- WAY IN 2023**

WHEREAS, Rafa Ponce de Leon is the principal owner of Las Patatas de Rafa, LLC, d/b/a La Unica (“La Unica”) a restaurant located at 14 N. Main Street in the Borough of Pennington;

WHEREAS, Mr. Ponce de Leon and La Unica have applied to Borough Council for permission to place movable tables and chairs on the sidewalk immediately adjacent to the restaurant, in particular, 5 tables and up to 10 chairs on the Main Street side and driveway sides of the restaurant as shown in the attached sketch;

WHEREAS, Borough Council finds that the availability of outdoor dining contributes to the vitality of the Town Center and is consistent with the pedestrian-friendly environment envisioned for this area;

WHEREAS, Borough Council determines that approval of the proposed outdoor dining area for La Unica, on a temporary and conditional basis as set forth further below, is in the public interest;

WHEREAS, as of June 29, 2023, Mr. Ponce DeLeon and La Unica presented a Certificate of Insurance to the Borough Clerk demonstrating compliance with the insurance requirements of the Borough ordinance on outdoor dining, Section 215-94.H(3), and in reliance thereon and the advice of the Borough Attorney, the Borough Clerk then authorized use of the sidewalk for the stated purpose over the holiday weekend, subject to ratification by Borough Council at its next meeting;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that use of the sidewalk as proposed is hereby ratified and approved and Council further resolves as follows:

1. Rafa Ponce de Leon and La Unica are granted permission to locate 5 tables and up to 10 chairs on the sidewalk immediately adjacent to their restaurant along N. Main Street and the driveway side of the restaurant, **effective June 29, 2023**, provided the following conditions are met and continue to be met:

- A. The tables and chairs shall be arranged as shown on the attached sketch.
- B. The outdoor dining area and affected sidewalk shall at all times be kept clean and free of litter and in compliance with all applicable health regulations.
- C. The outdoor dining area shall not obstruct pedestrian circulation on the sidewalk.
- D. Operation of the outdoor dining area shall comply with the Borough Noise Ordinance, as set forth in Chapter 133 of the Borough Code.
- E. The outdoor dining area may be used only during the operating hours of the restaurant. When the restaurant is not open, all tables and chairs shall be removed from the sidewalk.
- F. Owners must provide receptacles for collection of all garbage generated by outdoor diners and insure that these receptacles are emptied as frequently as needed to avoid overflow.
- G. The outdoor dining area shall not obstruct access to upstairs apartments or other businesses in the building.
- H. Rafa Ponce de Leon and Las Patatas de Rafa LLC, dba La Unica, shall indemnify

and hold harmless the Borough of Pennington and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, arising out of the operation of the outdoor dining area approved by this resolution.

I. Rafa Ponce de Leon and Las Patatas de Rafa LLC, shall at all times have on file with the Borough Clerk a current Certificate of Insurance which certifies that:

- (1) the obligation to indemnify and hold harmless the Borough as provided above is insured by an insurance carrier authorized to do business in the State of New Jersey;
- (2) the Borough of Pennington and its agents and employees are named as additional insureds under this insurance with respect to claims, damages, losses and expenses arising out of operation of the outdoor dining area; and
- (3) the insurance in effect provides (a) at least \$1,000,000. of incurred liability coverage under each of the following types of coverage: general liability; premises liability; products and completed operations liability; personal and advertising injury liability; (b) property liability coverage in the amount of \$50,000.; (c) medical expense coverage in the amount of \$5,000.; (d) workers compensation coverage with the limits required by statute; and (e) employer’s liability coverage in the amount of \$500,000. per person/per occurrence.
- (4) the Borough will be given 10 days’ written notice of any cancellation of this insurance.

I. The outdoor dining area complies with all applicable requirements of Section 215-94 of the Borough Code which regulates out door dining areas otherwise permitted by the Code.

2. The conditional authorization for outdoor dining granted by this resolution may be revoked by the Borough at any time, with or without notice to Rafa Ponce de Leon or Las Patatas de Rafa LLC, dba La Unica.. This conditional authorization also shall be subject to such additional or amended conditions as Borough Council may deem appropriate at any time.

3. This conditional authorization shall in any event expire on December 31, 2023.

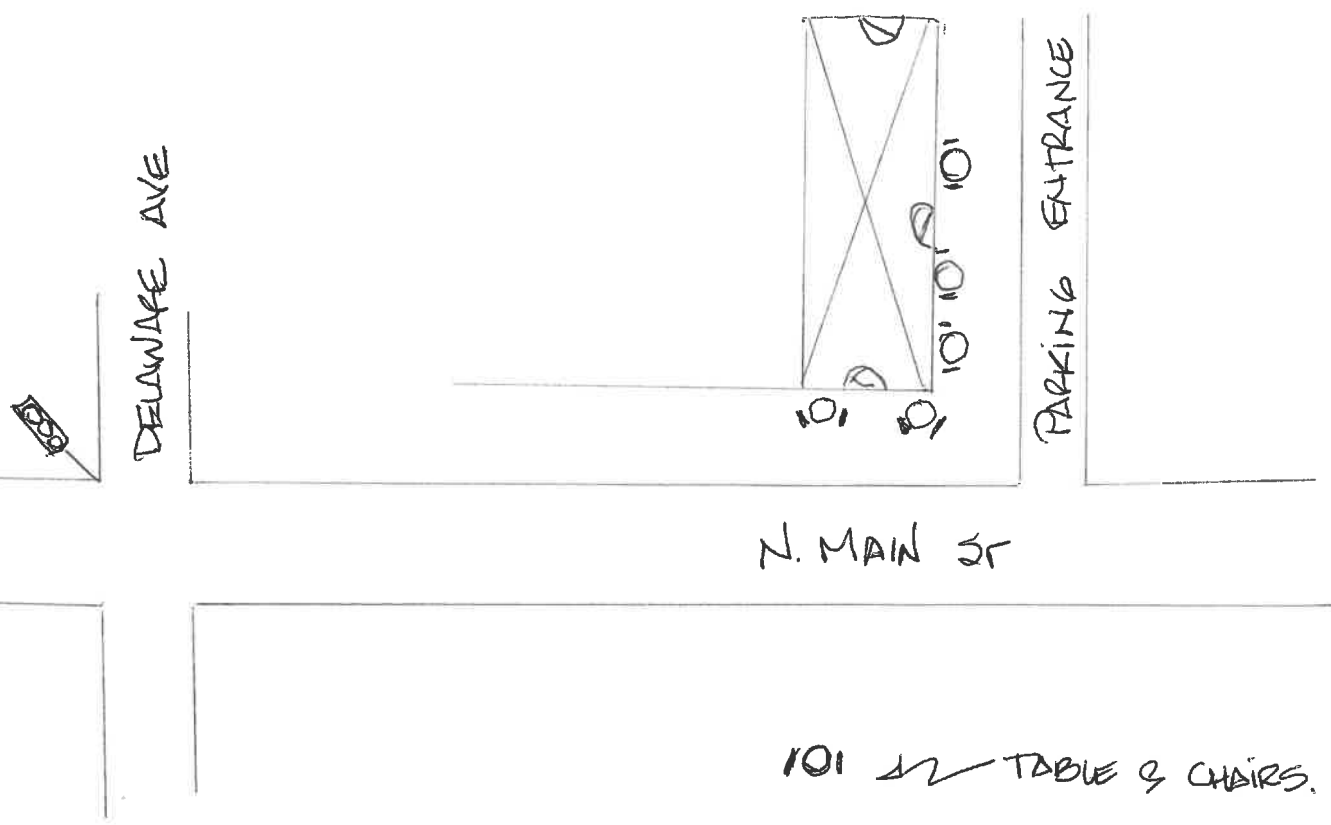
Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone					Marciante				
Chandler					Stern				
Gnatt					Valenza				

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on July 10, 2023.

Elizabeth Sterling, Borough Clerk

LA UNICA
20 N MAIN ST
PENNINGTON NJ 08534



**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 7.12**

**RESOLUTION CREATING AN UNPAID INTERNSHIP
FOR YASMINE ZEIN**

WHEREAS, Yasmine Zein, a new resident of Pennington Borough and graduate of Princeton University with high honors contacted the Borough to inquire about opportunities to assist the Borough with environmental research projects; and

WHEREAS, Andrew Jackson, a member of the Environmental Commission, met with Ms. Zein to discuss her interests and how they would best suit the Borough; and

WHEREAS, given Ms. Zein’s interest in the environment and climate change, Mr. Jackson has recommended the appointment of Ms. Zein to work on the Climate Resiliency Component of the Master Plan; and

WHEREAS, Mayor Davy has recommended the appointment of Yasmine Zein as an unpaid intern for the summer under the guidance of the Borough Administrator and Environmental Commission Member Andrew Jackson; and

WHEREAS, as an unpaid intern, Yasmine Zein will be considered an unpaid volunteer subject to the rules, regulations, and protections for volunteers set forth in the Borough’s Volunteer Handbook;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the aforesaid internship for Yasmine Zein is hereby established as specified above; and

BE IT FURTHER RESOLVED that Yasmine is commended for her interest in government and is welcomed heartily to the Borough family.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone					Marciante				
Chandler					Stern				
Gnatt					Valenza				

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on July 10, 2023.

Elizabeth Sterling, Borough Clerk