



**SPECIAL COUNCIL MEETING - JANUARY 17, 2023**  
**AGENDA**  
**Tuesday, January 17, 2023 at 7:00 PM**  
**Online via Zoom**

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**CALL TO ORDER - Mayor Davy**

**ROLL CALL - Borough Clerk - Betty Sterling**

Angarone; Chandler; Gnatt; Marciante; Stern; Valenza; 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.

**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.** Landfill Report - Lawra Dodge, Excel Enviromental
- 2.** Housing Element and Fair Share Plan - Jim Kyle

**MAYOR'S APPOINTMENTS**

**Economic Development**

**Andy Hamlin - 1 year Term ending Dec 31, 2023**

**Michael Briehler - Alternate 1 - 1 year Term ending Dec 31, 2023**

**APPOINTMENTS (WITH COUNCIL APPROVAL)**

**David Newberry - Library Board - Unexpired term ending Dec 31, 2024**

**ORDINANCES FOR INTRODUCTION**

- [3.](#) Ordinance 2023-3 - An Ordinance Approving Rules and Regulations for the Pennington Police Department Amending and Superceding "Rules and Regulations of the Police Department of the Borough of Pennington Dated 1995."
- [4.](#) Ordinance 2023-6 - An Ordinance Authorizing Amended Employment Agreement with Douglas M. Pinelli as Chief of Police

## **COUNCIL DISCUSSION**

### **Letter of Intent - Public Works Vehicle**

## **NEW BUSINESS**

- [5.](#) Resolution 2023-1.34 - Resolution Authorizing Purchase of New 2023 Chevrolet Tahoe Pursuit 4WD Patrol Vehicle for the Police Department in Accordance with Quotation by Mall Chevrolet Through ESCNJ and Rescinding Resolution 2022-9.5
- [6.](#) Resolution 2023-1.35 - Resolution Authorizing Purchase of New 2023 Chevrolet Tahoe Pursuit 4WD Supervisor Vehicle for the Police Department in Accordance with Quotation by Mall Chevrolet Through ESCNJ and Rescinding Resolution 2022-9.6
- [7.](#) Resolution 2023-1.36 - Resolution Authorizing Purchase of Related Equipment to be Installed in 2023 Chevrolet Tahoe Pursuit 4WD Supervisor Vehicle under State Contract T-0106 (17-Fleet-00749) for Police Department
- [8.](#) Resolution 2023-1.37 - Resolution Authorizing One-Month Extension of Shared Services Agreement with the Township of Montgomery for Animal Control Services and Rescinding Resolution 2022-12.21
- [9.](#) Resolution 2023-1.38 - Resolution Authorizing Shared Services Agreement with Hopewell Township for Animal Control Services

## **PROFESSIONAL REPORTS**

Borough Attorney - Walter Bliss  
Police Chief - Doug Pinelli  
Superintendent of Public Works – Rick Smith  
Borough Clerk – Betty Sterling  
Chief Financial Officer – Sandra Webb

## **OPEN TO THE PUBLIC**

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## **ADJOURNMENT**

# Landfill Project Status

Item 1.

[jdavy@penningtonboro.org](mailto:jdavy@penningtonboro.org)

Fri 1/13/2023 11:50 AM

To: bsterling@penningtonboro.org <bsterling@penningtonboro.org>;

For Council agenda packets

Lawra Dodge of Excel Environmental recently advised me that they are not ready to conclude the Landfill Environmental Study. She explained that recent, new DEP regulations pertaining to PFAS/soil requires that we do more testing and analyzing for potential PFAS soil contamination. (this is an oversimplification of what she described).

I asked her to come to the Council meeting on January 17th to provide a status update on where we are with the overall landfill environmental study and what more needs to be done. As such we will not have a link to the final report.

Peace,  
Jim Davy

January 12, 2023

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



**Re: Affordable Housing Plan  
Compliance Mechanisms**

Dear Mayor and Council:

As most of you are aware, our office has been working on the Borough's affordable housing plan in earnest over the last few months. While this work was initially authorized in 2019, delays in assessing the landfill property meant we were unable to get a complete picture of vacant land within the Borough and finalize a potential compliance plan. Now that the landfill work has progressed sufficiently, we are able to complete the Borough's plan. Below is a summary of issues for consideration by Mayor and Council, which has been discussed with the affordable housing subcommittee.

**Pennington's Affordable Housing Obligation**

The first step in the process is to determine the Borough's affordable housing obligation, which will form the basis for potential settlement with Fair Share Housing Center (FSHC) or in the alternative, for seeking Court-approval of the Borough's plan without a settlement agreement. Either way an obligation must be determined. Below is a summary of various obligations as calculated by FSHC and Econsult Solutions Inc (ESI). Note that the ESI numbers provided were calculated by applying the methodology set forth by Judge Jacobsen in her decision related to West Windsor and Princeton. While that decision was binding only on these two municipalities, FSHC has accepted the Jacobsen numbers in many communities as the basis for settlement and it offers the best number for the Borough.

	Prior Round	Present Need (Rehab Obligation)	Gap Present Need (1999-2015)	Third Round (2015-2025)	Total (Prior + Gap Present + Third Round)
FSHC July 2015	52	50	N/A	203	255
FSHC July 2016	52	38	89	94	235
ESI Jacobsen 2018	52	70	72	62	186

**Vacant Land Adjustment**

Reviewing the above numbers, it is clear the Borough does not have the ability to meet even the lowest obligation noted as we have limited vacant land to support new development. In cases such as this, COAH's regulations permit the Borough to seek a "vacant land adjustment", a

process that results in identification of “Realistic Development Potential” (RDP), which is the portion of the affordable housing obligation that can presently be constructed, and “Unmet Need”, which is the portion that is deferred. We note the Borough received a vacant land adjustment as part of its Second Round substantive certification on June 5, 2002. Based on a Second Round Obligation of 52 units, RDP was 20 units and Unmet Need 32 units.

Our office has conducted updated analysis of vacant land and determined there are currently only two properties large enough to generate RDP, the Senior Center (Block 701, Lots 5, 6, 7 and 8) and land adjacent to the landfill on Broemel Place (Block 206, Lot 4). Both properties are owned by the Borough. While the landfill under normal circumstances would generate RDP, the environmental constraints present in combination with remediation that would need to occur all but eliminate residential development potential, and we are better off not including this property in calculation of RDP. Considering the two vacant properties noted, the Borough’s RDP is 7 units. As the Senior Center is currently operating, there would be a basis to remove it from the analysis, which would reduce RDP to 1 unit, but given recent progress on the new Senior Center, it may be best to include it.

Once RDP is determined, this is subtracted from the obligation and the remainder is classified as Unmet Need. In the Borough’s case, assuming a RDP of 7 units would result in Unmet Need of 179 units considering the entire obligation, comprised of both the Second and Third Round Obligations as determined by the Jacobsen methodology.

To address RDP as part of our compliance plan, the Borough is required to rezone properties to permit as-of-right inclusionary development with a minimum affordable housing setaside of 15% for rental projects and 20% for for-sale projects. Our suggestion would be to rezone the Senior Center site (number 5 on the attached map) to permit townhome and stacked townhome single family units at a density that would result in construction of a total of 46 units, with 7 of those units being affordable, thus addressing RDP. Allowing stacked townhomes provides the developer the ability to construct one bedroom units on the ground floor with a two or three bedroom unit above while maintaining a townhome appearance. An additional mechanism to address RDP is the group home previously proposed on Block 206, Lot 4, which the Borough could subsidize through affordable housing trust funds, potentially donating the property to a group home provider.

To address Unmet Need, the Borough is required to identify areas where overlay zoning can be implemented to permit inclusionary development. Given the magnitude of Unmet Need, there is no expectation that we identify overlay opportunities to address the entire obligation, but rather a few that make sense. To that end, we met with the affordable housing subcommittee and identified the following areas to focus on, which are shown on the attached map and identified by the number indicated below.

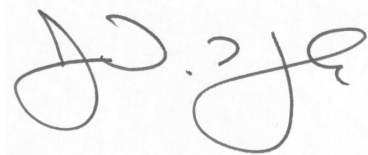
1. Block 201, Lots 1, 2 and 9 – West Franklin Avenue. These three properties total 4.78 acres and are currently occupied by 3 single family homes. The site is split between the R-100 Residence and O-B Office Building Zones. All three properties or the rear portions

of these properties could be rezoned. If the rear portions were rezoned the total acreage available is approximately 2.5.

2. Block 201, Lot 6 – Route 31 and West Delaware Avenue. This property totals 2.36 acres and is currently occupied by the Wells Fargo bank and other office uses. In speaking with the property owner, he currently has an offer from Chase Bank and will likely sell, and the purchase price is such that residential development would not be competitive.
3. Block 601, Lot 2.01 – 65 S. Main Street. This property totals 3.8 acres and is currently occupied by Howe Commons, which contains 5 office buildings totaling 32,000 square feet of floor area. In speaking with the owner, there is interest in discussing the possibility of residential at the site, but they feel conversion of existing office may be difficult from a code perspective. As the rear of the site fronts on Queens Lane, perhaps a portion of the site could be redeveloped with residential buildings.
4. Block 205, Lots 2, 4, 5 and 6 – Brookside Avenue. These properties total 3.7 acres and are currently occupied by single family dwellings and various nonresidential uses. Lewis Brook runs along and through the properties, which likely impacts development potential.

At this point, the only input our office needs to complete the Fair Share Plan is related to zoning for RDP and Unmet Need and whether we want to continue the proposal for the group home on Block 206, Lot 4. We will attend the Council meeting on January 17th to discuss this correspondence and the process going forward. We have included the current draft of the Housing Element, which is complete. Should you have any questions in the meantime, please feel free to contact our office.

Sincerely,



James T. Kyle, PP/AICP  
Borough Planner

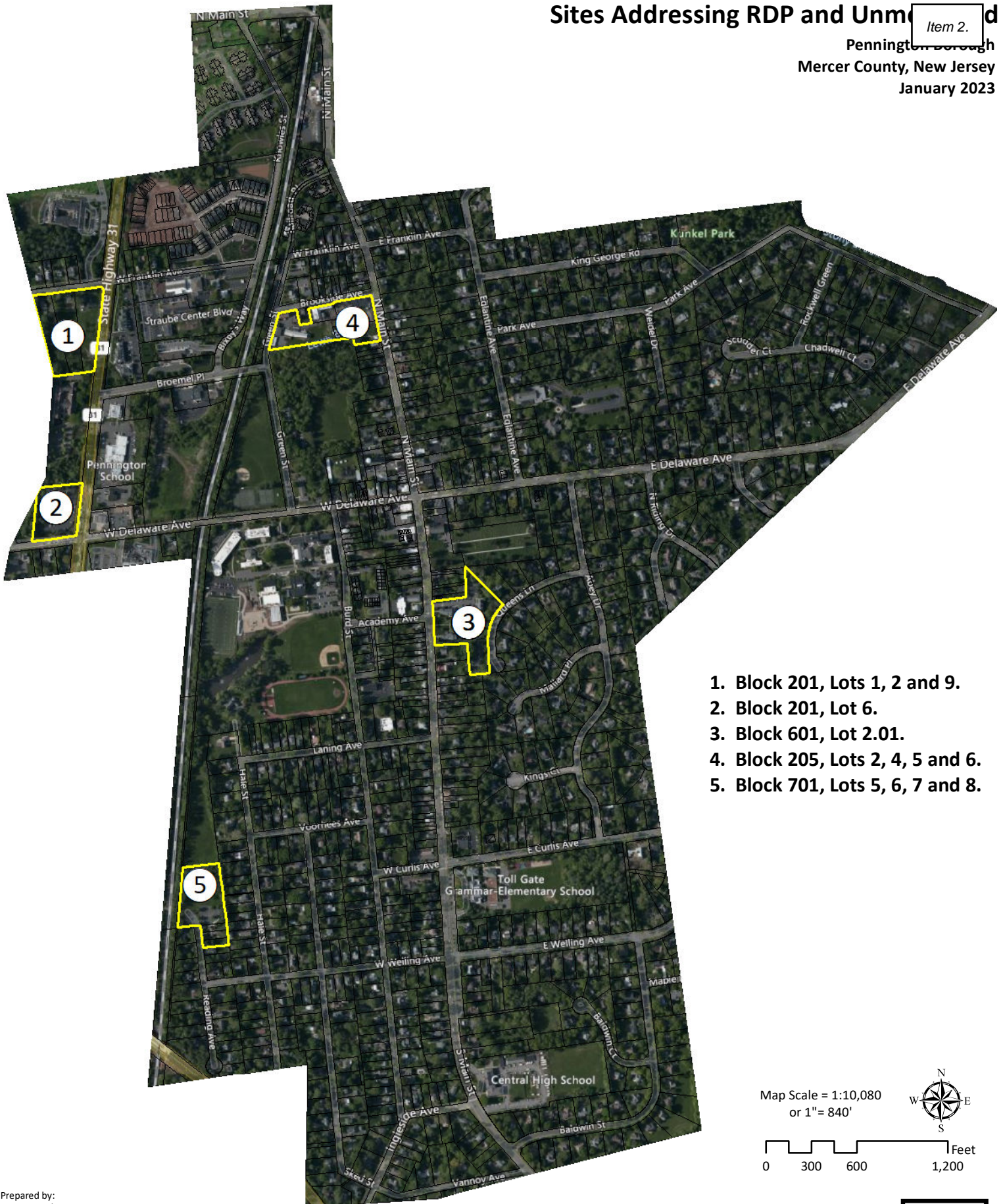
#### Attachments

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



# Sites Addressing RDP and Unm Item 2.

Pennington Borough  
Mercer County, New Jersey  
January 2023



1. Block 201, Lots 1, 2 and 9.
2. Block 201, Lot 6.
3. Block 601, Lot 2.01.
4. Block 205, Lots 2, 4, 5 and 6.
5. Block 701, Lots 5, 6, 7 and 8.

Map Scale = 1:10,080  
or 1" = 840'

0 300 600 1,200 Feet



Map Prepared by:  
James T. Kyle, PP/AICP  
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jkyle@kylemcmamus.com

Data Sources:  
NJ Office of Information Technology, Office of  
Geographic Information Systems

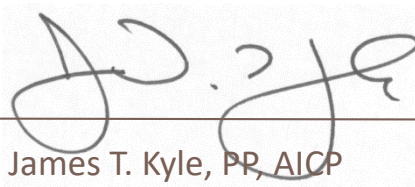


# HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

PREPARED FOR THE BOROUGH OF PENNINGTON  
MAYOR, COUNCIL AND PLANNING BOARD BY:

KYLE MCMANUS ASSOCIATES

PO BOX 236, HOPEWELL, NJ 08525



James T. Kyle, PP, AICP

License NJ Professional Planner Number 05667

The original of this document was signed and sealed

in accordance with N.J.S.A. 45:14A-12



12/19/2022

Borough of Pennington, Mercer County



# Housing Plan Element and Fair Share Plan

## BOROUGH OF PENNINGTON, MERCER COUNTY

### BOROUGH OF PENNINGTON MAYOR AND COUNCIL

James Davy, Mayor  
Catherine “Kit” Chandler, Council President  
Deborah Gnatt  
Charles Marciante  
Katrina Angarone  
Nadine Stern  
Ken Gross

### BOROUGH OF PENNINGTON LAND USE BOARD

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Hilary Burke  
Deborah Gnatt  
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Cara Laitusis  
Amy Kassler-Taub

Katie, Ronollo, Board Secretary  
Edwin W. Schmierer, Esq., Board Attorney  
Brian R. Perry, PE, Board Engineer  
James T. Kyle, PP/AICP, Board Planner

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## Introduction

The initial framework of affordable housing regulation in New Jersey was established over 47 years ago with the New Jersey Supreme Court's ruling in Southern Burlington County N.A.A.C.P. v. Borough of Mount Laurel (Mt. Laurel I - 1975). In its first Mt. Laurel ruling, the Court stated simply that any zoning ordinance that contravenes the general welfare by not providing a realistic opportunity for affordable housing is unconstitutional. In 1983, the Court's ruling in Mt. Laurel II (Southern Burlington County N.A.A.C.P. v. Borough of Mount Laurel) clarified many of the gray areas that arose through implementation of what had become known as the Mt. Laurel doctrine. This second Mt. Laurel case resulted in creation of the Fair Housing Act in 1985, a legislative response to an urging from the Court in Mt. Laurel II that application of the Mt. Laurel doctrine was best left to the Legislature. It was the Fair Housing Act that also created the Council on Affordable Housing (COAH).

Until 2014, COAH was the agency responsible for promulgating affordable housing rules and administering a process to implement the provision of affordable housing throughout the State of New Jersey. The "process" was fairly simple and began with the preparation of a Housing Plan element. Part of the municipal Master Plan, the Housing Plan element is required to include information about a municipality's population, employment, income and housing characteristics as well as information on the nature of the affordable housing obligation as set forth by COAH. To accompany the Housing Plan element, a municipality must prepare a Fair Share Plan, which details how the affordable housing obligation will be met. Current affordable housing obligations are comprised of the rehabilitation share, the Prior Round Obligation (covering 1987-1999) and Third Round Prospective Need (covering the Third Round period from 2015-2025).

The affordable housing landscape has been a tumultuous one since 2004, when COAH proposed its first set of Third Round rules. After the Second Round period ended in 1999, it took the Council almost five years to promulgate rules for the period addressing affordable housing needs from 1999-2014. These rules were a departure from First and Second Round methodologies, where COAH utilized formulas to assign affordable housing obligations to individual municipalities. Instead, a "growth share" concept was proposed, where construction of new market rate units and nonresidential floor area would generate the requirement for construction of new affordable housing. But the New Jersey Appellate Division invalidated key portions of those rules in 2007, and COAH adopted revised Third Round rules in October of 2008, ostensibly to address the shortcomings identified by the Court. Those rules were subsequently invalidated by the Appellate Division in a decision that was affirmed and modified by the Supreme Court in September of 2013. In its decision, the Supreme Court ordered COAH to promulgate rules that more closely mirrored First and Second Round methodologies. COAH again proposed rules in 2014, but ultimately deadlocked on their adoption in a 3-3 vote. Fair Share Housing Center, an affordable housing advocacy group, made application to the Court to enforce litigant's rights, an application that was granted by the Court on March 10, 2016. In its action, the Court transferred evaluation of compliance with the constitutional obligation to provide affordable housing to the courts.

The Supreme Court in its March 10, 2016 decision established a process by which municipalities could seek immunity from third party lawsuits while planning for affordable housing needs for the Third Round period. Under the guidance of that decision, the Borough of Pennington submitted a Complaint for Declaratory Judgment requesting "a five month period to prepare a constitutionally compliant Affordable Housing Plan that incorporates the formula and methodology approve by this trial court or otherwise" along with "temporary immunity from third party lawsuits against the Borough of

Pennington from the date of the filing of the underlying Declaratory Judgment Action until this Court issues a Final Judgment of Compliance and Repose to the Borough of Pennington for its Affordable Housing Plan formulated, adopted, and approved in accordance with the applicable formula and methodology established by this Court.”

While the Borough initially participated in the Municipal Consortium with the goal of arriving at reasonable municipal obligations, Pennington eventually withdrew its Declaratory Judgment Action and did not seek Court approval of a plan. At this point in time, the Borough is preparing its Housing Element and Fair Share Plan based on an obligation calculated under the methodology approved by Judge Jacobson in her decision in cases for West Windsor and Princeton, prepared by Econsult Solutions, Inc. It should be noted that based on lack of available and developable land, the Borough is entitled to a vacant land adjustment of a significant portion of its Prior Round Obligation and its entire Third Round Obligation, although overlay zoning to address Unmet Need will be put in place.

## Goals and Objectives

The Borough sets forth the following goals and objectives related to housing policy in Pennington:

1. Encourage proper use and reuse of land, particularly remaining vacant parcels, to meet the needs of current and future residents.
2. Provide a realistic opportunity for the provision of the municipal share of the region's present and prospective housing needs for low and moderate-income families while respecting the historic character of the Borough.
3. To maintain existing housing stock in a safe and sanitary condition while retaining its historic character.
4. To provide for the rehabilitation of substandard housing within the Borough of Pennington occupied by low and moderate-income families.
5. To preserve and monitor existing stocks of affordable housing.
6. To support a diverse mix of housing that offers a wide range of choice in terms of value, type and location.
7. To remove cost generating features in municipal ordinances aimed at providing opportunity for the creation of affordable housing units within the Borough.
8. To seek quality housing design that provides adequate light, air, and open space and protects and promotes the historic character of the Borough.
9. To locate new housing in areas without environmental constraints, within walking distance of schools, employment, services, transit and community facilities with sufficient capacity to support them.

## Plan Requirements

Pursuant to Section 10 of P.L. 1985, C. 222 (C:52:27D-310) a Housing Element must contain at least the following:

- a. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate-income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards;
- b. A projection of the municipality's housing stock, including the probable future construction of low and moderate-income housing, for the next ten (10) years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development, and probable residential development of lands;



- c. An analysis of the municipality's demographic characteristics, including, but not necessarily limited to, household size, income level, and age;
- d. An analysis of the existing and probable future employment characteristics of the municipality;
- e. A determination of the municipality's present and prospective fair share for low and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate-income housing;
- f. A consideration of the lands most appropriate for construction of low and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate-income housing and
- g. An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of section 1 of P.L.2021, c.273 (C.52:27D-329.20)

## ANALYSIS OF HOUSING CHARACTERISTICS

There are two primary sources of data for inventory of Pennington Borough's housing stock: 2020 Estimates from the 2016-2020 American Community Survey (referred to here as ACS), and the 2020 U.S. Census.

According to the 2020 ACS, the Borough had 1,146 housing units, of which 1,006 (87.8%) were occupied. This occupancy rate is lower than Mercer County and the State. Of the occupied units, 752 were owner-occupied (74.8%) and 254 were renter-occupied (25.2%). The rental vacancy rate in the Borough was 0%, which is significantly lower than the County and the State. The Borough's home-owner vacancy rate was .8%. Table 1 identifies the occupancy and vacancy of housing units in the Borough, Mercer County and New Jersey by ownership.

**TABLE 1: Unit Occupancy Status for Pennington Borough, Mercer County and New Jersey, 2020**

Unit Occupancy Status	Pennington Borough		Mercer County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
<b>Occupied housing units</b>	<b>1,006</b>	<b>87.8%</b>	<b>131,440</b>	<b>90.6%</b>	<b>3,272,054</b>	<b>90.2%</b>
Owner-occupied	752	74.8%	83,468	63.5%	2,094,427	64.0%
Renter-occupied	254	25.2%	47,972	36.5%	1,177,627	36.0%
<b>Vacant housing units</b>	<b>140</b>	<b>12.2%</b>	<b>13,675</b>	<b>9.4%</b>	<b>356,678</b>	<b>9.8%</b>
For rent	0	0.0%	1,713	12.5%	54,735	15.3%
Rented, not occupied	0	0.0%	171	1.3%	8,923	2.5%
For sale only	6	4.3%	1,273	9.3%	30,960	8.7%
Sold, not occupied	0	0.0%	88	0.6%	15,532	4.4%
Seasonal, recreational, or occasional use	14	10.0%	1261	9.2%	134,412	37.7%
For migrant workers	0	0.0%	0	0.0%	196	0.1%
All other vacant	120	85.7%	9,169	67.0%	111,920	31.4%
<b>Total</b>	<b>1,146</b>		<b>145,115</b>		<b>3,628,732</b>	
Home-owner vacancy rate	0.8		1.5		1.4	
Rental vacancy rate	0		3.4		4.4	

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey, Tables DP04 and B25004

Table 2 identifies the occupied units in a structure by tenure. The term "tenure" refers to whether a unit is owner-occupied or renter-occupied. The Borough's housing stock consists primarily of single-family detached units (66.6%) and single-family attached units (14.4%). The majority of owner-occupied units are in single-family detached structures whereas most renter-occupied units in Pennington are in multi-unit structures.

**TABLE 2: Units in Structure by Tenure for Occupied Units for Pennington Borough, 2020**

Units in Structure	Total		Owner-Occupied		Renter-Occupied	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
1, detached	670	66.6%	612	91.3%	58	8.7%
1, attached	145	14.4%	111	76.6%	34	23.4%
2	20	2.0%	5	25.0%	15	75.0%
3 or 4	18	1.8%	0	0.0%	18	100.0%
5 to 9	12	1.2%	0	0.0%	12	100.0%

Units in Structure	Total		Owner-Occupied		Renter-Occupied	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
10 to 19	26	2.6%	20	76.9%	6	23.1%
20 to 49	4	0.4%	4	100.0%	0	0.0%
50 or more	111	11.0%	0	0.0%	111	100.0%
Mobile home	0	0.0%	0	0.0%	0	0.0%
Boat, RV, van, etc.	0	0.0%	0	0.0%	0	0.0%
<b>Total Units</b>	<b>1,006</b>	<b>100.00%</b>	<b>752</b>	<b>74.8%</b>	<b>254</b>	<b>25.2%</b>

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey, Table B25032

Table 3 indicates the year occupied housing units were built by tenure, while Table 4 compares the year all housing units within the Borough were built to Mercer County and the State. 35.5% of the Borough's total occupied units were built before 1940. Units constructed prior to 1940 represent the largest number of owner-occupied units with 380 units (74.8%) being built prior to 1940. For renter-occupied units, the largest number were built between 1990-1999, with 90 units (8.9%) being being constructed during that period.

**TABLE 3: Year Structure Built by Tenure for Occupied Housing Units for Pennington Borough, 2020**

Year Built	Total Units	% of Total Units	Owner-occupied Units		Renter-occupied Units	
			Estimate	Percent	Estimate	Percent
2014 or later	4	0.4%	4	0.4%	0	0.0%
2010-2013	5	0.5%	5	0.5%	0	0.0%
2000-2009	24	2.4%	10	1.0%	14	1.4%
1990-1999	196	19.5%	106	10.5%	90	8.9%
1980-1989	99	9.8%	89	8.8%	10	1.0%
1970-1979	76	7.6%	46	4.6%	30	3.0%
1960-1969	55	5.5%	35	3.5%	20	2.0%
1950-1959	143	14.2%	122	12.1%	21	2.1%
1940-1949	47	4.7%	43	4.3%	4	0.4%
Pre-1940	357	35.5%	292	29.0%	65	6.5%
<b>Total</b>	<b>1,006</b>	<b>100.0%</b>	<b>752</b>	<b>74.8%</b>	<b>254</b>	<b>25.2%</b>

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey, Table B25036

Table 4 compares the year of construction for all dwelling units in Pennington to that of Mercer County and the State. The Borough, the County, and the State follow similar trends when it comes to residential development. However, the Borough did experience more residential development than the County and the State from 1990 to 1999.

**TABLE 4: Comparison of Year of Construction for All Housing Units in Pennington Borough, Mercer County and New Jersey, 2020**

Year Built	Pennington Borough		Mercer County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
2014 or later	4	0.4%	2363	1.80%	67,134	2.05%
2010 - 2013	5	0.5%	1907	1.45%	57,712	1.76%
2000 - 2009	24	2.4%	10733	8.17%	282,618	8.64%
1990 - 1999	196	19.5%	11763	8.95%	324,958	9.93%

Year Built	Pennington Borough		Mercer County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
1980 – 1989	99	9.8%	15725	11.96%	386,902	11.82%
1970 – 1979	76	7.6%	14876	11.32%	412,436	12.60%
1960 – 1969	55	5.5%	17555	13.36%	440,305	13.46%
1950 – 1959	143	14.2%	21211	16.14%	487,253	14.89%
1940 – 1949	47	4.7%	8422	6.41%	231,644	7.08%
Pre-1940	357	35.5%	26885	20.45%	581,092	17.76%
<b>Total Occupied Units</b>	<b>1,006</b>	<b>100%</b>	<b>131,440</b>	<b>100%</b>	<b>3,272,054</b>	<b>100%</b>

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey, Table B25034

The 2020 ACS documented population and household size in occupied housing units by tenure, which are shown in Tables 5 and 6, respectively. Table 5 indicates that 80.2% of the Borough's population lived in owner-occupied housing units, which is higher than 66.3% in the County and 66.7% in the State. 19.8% of the Borough's population were renters, compared to 33.7% in the County and 33.3% in the State.

**TABLE 5: Population in Occupied Housing Units by Tenure for Pennington Borough, Mercer County and New Jersey, 2020**

Housing Tenure and Population	Pennington Borough		Mercer County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied housing units	988	100.0%	129,936	100.0%	3,231,874	100.0%
Population in occupied housing units	2,492	100.0%	350,585	100.0%	8,702,841	100.0%
Owner-occupied housing units	725	73.4%	81,925	63.1%	2,064,240	63.9%
Population in owner-occupied housing units	1,999	80.2%	232,452	66.3%	5,803,519	66.7%
Renter-occupied housing units	263	26.6%	48,011	36.9%	1,167,634	36.1%
Population in renter-occupied housing units	493	19.8%	118,133	33.7%	2,899,322	33.3%

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey, Tables B25008 and B25032

Table 6 compares average household size for the Borough, County and State for all occupied units, which includes both owner-occupied and renter-occupied units in 2020. The Borough's average household size for all housing units was lower than owner-occupied units and higher than renter-occupied units. Owner-occupied and renter-occupied units in the Borough had a smaller household size than both the County and the State.

**TABLE 6: Household Size in Occupied Housing Units by Tenure for Pennington Borough, Mercer County and New Jersey, 2020**

Housing Tenure and Household Size	Pennington Borough	Mercer County	New Jersey
All occupied housing units	2.48	2.67	2.66
Owner-occupied units	2.66	2.78	2.77
Renter-occupied units	1.94	2.46	2.46

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey, Table B25010

Table 7 indicates that Pennington has a large percentage of 3- and 4- bedroom units, accounting for almost 60% of occupied housing stock. Owner-occupied units tended to be larger, with over 50% of all owner-occupied units having three bedrooms or more and no owner-occupied units with no bedrooms. The majority of owner-occupied units had four bedrooms. This is compared to only 0.7% of all renter-occupied units having four bedrooms and no renter-occupied units with five bedrooms or more. Most renter-occupied units had none, one or two bedrooms

**TABLE 7: Bedrooms per Unit by Tenure for Occupied Units for Pennington Borough, 2020**

Number of Bedrooms	Total Units	Percent of Total Units	Owner-Occupied		Renter-Occupied	
			Estimate	Percent	Estimate	Percent
No bedroom	56	5.6%	0	0.0%	56	5.6%
1 bedroom	113	11.2%	45	4.5%	68	6.8%
2 bedrooms	158	15.7%	75	7.5%	83	8.3%
3 bedrooms	255	25.3%	215	21.4%	40	4.0%
4 bedrooms	344	34.2%	337	33.5%	7	0.7%
5 or more bedrooms	80	8.0%	80	8.0%	0	0.0%
<b>Total Occupied Housing Units:</b>	<b>1,006</b>	<b>1</b>	<b>752</b>	<b>74.8%</b>	<b>254</b>	<b>25.25%</b>

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey, Table B25042

The distribution of bedrooms per unit, shown in Table 8, indicates that Pennington Borough generally follows the same bedroom distribution as the County and the State. The Borough, however, contains a significantly larger percentage of 4 bedroom units, with 45.74% of units being 4 bedrooms, where 21.73% and 19.93% of units at the County and State level are 4 bedroom units.

**TABLE 8: Percentage of Occupied Units by Number of Bedrooms Pennington Borough, Mercer County and New Jersey, 2020**

Number of Bedrooms	Pennington Borough		Mercer County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
No bedroom	56	7.45%	3095	2.35%	84,914	2.60%
1 bedroom	113	15.03%	16474	12.53%	452,942	13.84%
2 bedrooms	158	21.01%	31842	24.23%	828,122	25.31%
3 bedrooms	255	33.91%	43774	33.30%	1,068,794	32.66%
4 bedrooms	344	45.74%	28556	21.73%	652,124	19.93%
5 or more bedrooms	80	10.64%	7699	5.86%	185,158	5.66%
<b>Owner occupied:</b>	<b>752</b>	<b>100%</b>	<b>83,468</b>	<b>64%</b>	<b>2,094,427</b>	<b>64%</b>
No bedroom	0	0.00%	121	0.09%	8,114	0.25%
1 bedroom	45	5.98%	1,599	1.22%	63,686	1.95%
2 bedrooms	75	9.97%	13,844	10.53%	398,307	12.17%
3 bedrooms	215	28.59%	35,288	26.85%	847,567	25.90%
4 bedrooms	337	44.81%	25,601	19.48%	605,348	18.50%
5 or more bedrooms	80	10.64%	7,015	5.34%	171,405	5.24%
<b>Renter occupied:</b>	<b>254</b>	<b>34%</b>	<b>47,972</b>	<b>36%</b>	<b>1,177,627</b>	<b>36%</b>
No bedroom	56	7.45%	2,974	2.26%	76,800	2.35%
1 bedroom	68	9.04%	14,875	11.32%	389,256	11.90%
2 bedrooms	83	11.04%	17,998	13.69%	429,815	13.14%
3 bedrooms	40	5.32%	8,486	6.46%	221,227	6.76%

Number of Bedrooms	Pennington Borough		Mercer County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
4 bedrooms	7	0.93%	2,955	2.25%	46,776	1.43%
5 or more bedrooms	0	0.00%	684	0.52%	13,753	0.42%
<b>Total Occupied Housing Units</b>	<b>1,006</b>	<b>134%</b>	<b>131,440</b>	<b>100%</b>	<b>3,272,054</b>	<b>100%</b>

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey, Table B25042

In addition to data concerning occupancy characteristics, the ACS includes a number of indicators, or surrogates, which relate to the condition of existing housing stock. These indicators have been used by the Council on Affordable Housing (COAH) in calculating a municipality's deteriorated units and indigenous need. In the first two rounds of COAH's fair share allocations (1987-1999), COAH used seven indicators from the Census to calculate indigenous need: age of dwelling; lack of plumbing facilities; lack of complete kitchen facilities; number of persons per room; heating source; and availability of sewer and water. In round three, COAH reduced this to three indicators generated from the ACS. In addition to overcrowded units constructed before 1960, COAH used the following, as described in the ACS:

*Plumbing Facilities:* Complete plumbing facilities include hot and cold piped water, a flush toilet, and a bathtub or shower. All three facilities must be located inside the dwelling unit.

*Kitchen Facilities:* Complete kitchen facilities include a sink with piped water, a range or cook top and oven, and a refrigerator. All three facilities must be located inside the dwelling unit.

Table 9 compares the Borough, County, and State for the above indicators of housing quality.

The majority of the occupied units (69.7%) were heated with utility gas, less than the County and the State; followed by electricity (14% of occupied units), which was a smaller percentage than the County but higher than the State.

All of the occupied housing units (100%) had 1 person or less per room, which is higher than the County (97.7%) and higher than the State (96.7%).

The Borough has no housing units with incomplete plumbing facilities. Within the Borough 3.5% of units are lacking complete kitchen facilities and 1.5% so not have telephone service. It is unclear if these categories overlap i.e. if they are the same units.

**TABLE 9: Housing Quality Indicators for All Occupied Housing Units for Pennington Borough, Mercer County and New Jersey, 2020**

House Heating Fuel	Pennington Borough		Mercer County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Utility gas	701	69.7%	98,782	75.2%	2,437,680	74.5%
Bottled, tank, or LP gas	18	1.8%	1,672	1.3%	71,033	2.2%
Electricity	141	14.0%	20,208	15.4%	450,140	13.8%
Fuel oil, kerosene, etc.	133	13.2%	9,402	7.2%	260,383	8.0%
Coal or coke	0	0.0%	25	0.0%	1,281	0.0%
Wood	7	0.7%	293	0.2%	12,094	0.4%
Solar energy	0	0.0%	111	0.1%	4,800	0.1%
Other fuel	0	0.0%	375	0.3%	15,043	0.5%
No fuel used	6	0.6%	572	0.4%	19,600	0.6%
<b>Occupied housing units</b>	<b>1,006</b>	<b>100.0%</b>	<b>116,456</b>	<b>100.0%</b>	<b>3,195,014</b>	<b>100.0%</b>



House Heating Fuel	Pennington Borough		Mercer County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupants per Room	Estimate	Percent	Estimate	Percent	Estimate	Percent
1.00 or less	1,006	100.0%	128,389	97.7%	3,164,853	96.7%
1.01 to 1.50	0	0.0%	2,252	1.7%	70,307	2.1%
1.51 or more	0	0.0%	799	0.6%	36,894	1.1%
Occupied housing units	1,006	100.0%	131,440	100%	3,272,054	100%
Facilities	Estimate	Percent	Estimate	Percent	Estimate	Percent
Lacking complete plumbing facilities	0	0.0%	525	0.4%	9,296	0.3%
Lacking complete kitchen facilities	35	3.5%	1104	0.8%	25,281	0.8%
No telephone service available	15	1.5%	2329	1.8%	43,331	1.3%

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey, Table DP04.

The last factors used to describe the municipal housing stock are the housing values and gross rents for residential units. With regard to values, the ACS offers a summary of housing values, presented in Table 10, which indicates that in 2020, 91.3% of all owner-occupied residential properties in the Borough were valued over \$200,000, which is a higher percentage than the County (71.5% of occupied units) and higher than the State (80.6% of occupied units). Almost 60% of the occupied units were valued at \$500,000 or more, compared to 21% of occupied units in the County and 24.6% of occupied units in the State. The median housing value was \$553,100 which is significantly higher than the County and the State.

**TABLE 10: Value for All Owner-Occupied Housing Units for Pennington Borough, Mercer County and New Jersey, 2020**

Value Range of Units	Pennington Borough		Mercer County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Less than \$50,000	4	0.5%	2008	2.4%	47785	2.3%
\$50,000-\$99,999	22	2.9%	6215	7.4%	58751	2.8%
\$100,000-\$149,999	10	1.3%	6103	7.3%	107234	5.1%
\$150,000-\$199,999	29	3.9%	9449	11.3%	192155	9.2%
\$200,000 to \$299,999	73	9.7%	19887	23.8%	450492	21.5%
\$300,000 to \$499,999	167	22.2%	22274	26.7%	722055	34.5%
\$500,000 +	447	59.4%	17532	21.0%	515955	24.6%
Total	752	100%	83,468	100%	2,094,427	100%
Median value	\$553,100		\$290,100		\$343,500	

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey, Tables B25075 and B25077

Housing value information, however, should be supplemented by the monthly costs borne by homeowners, which is detailed in Table 11 below. 65.8% of owned housing units in the Borough had a mortgage. Of these, 44.9% of owners paid less than 20% of their household income in monthly costs. The second highest monthly cost range was 20% to 24.9% of household income, with 17.2% of homes with a mortgage. For homes in the Borough without a mortgage, over 50% paid less than 20% of the household income and 12.8% paid more than 35% of the household income on monthly costs. Of particular note in this data is the fact that 23% of occupants with a mortgage and 17.5% of occupants

without a mortgage are paying more than 30% of their income for monthly housing costs, a key measure of housing affordability.

**TABLE 11: Selected Monthly Owner Costs as a Percentage of Household Income for Pennington Borough, Mercer County and New Jersey, 2020**

Monthly Owner Costs	Pennington Borough		Mercer County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Total owned housing units	<b>752</b>	-	<b>83,468</b>	-	<b>2,094,427</b>	-
Units with a mortgage	495	65.8%	54,367	65.1%	1,382,654	66.0%
Units without a mortgage	257	34.2%	29,101	34.9%	711,773	34.0%
<b>Housing units with a mortgage *</b>	<b>495</b>	<b>100%</b>	<b>54,106</b>	<b>100%</b>	<b>1,377,441</b>	<b>100%</b>
Less than 20.0 percent	247	49.9%	20,277	37.5%	506,219	36.8%
20.0 to 24.9 percent	85	17.2%	10,617	19.6%	234,006	17.0%
25.0 to 29.9 percent	49	9.9%	7,405	13.7%	166,618	12.1%
30.0 to 34.9 percent	42	8.5%	3,845	7.1%	112,091	8.1%
35.0 percent or more	72	14.5%	11,962	22.1%	358,507	26.0%
Not computed	0		261		5,213	
<b>Housing unit without a mortgage *</b>	<b>257</b>	<b>100%</b>	<b>28,894</b>	<b>100%</b>	<b>705,290</b>	<b>100%</b>
Less than 10.0 percent	81	31.5%	9047	31.3%	194191	27.5%
10.0 to 14.9 percent	63	24.5%	5836	20.2%	145128	20.6%
15.0 to 19.9 percent	25	9.7%	3666	12.7%	91460	13.0%
20.0 to 24.9 percent	25	9.7%	2595	9.0%	63460	9.0%
25.0 to 29.9 percent	18	7.0%	1643	5.7%	44211	6.3%
30.0 to 34.9 percent	12	4.7%	1351	4.7%	30326	4.3%
35.0 percent or more	33	12.8%	4756	16.5%	136514	19.4%
Not computed	0		207		6,483	

\*Excluding units where SMOCAPI cannot be computed

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey Table DP04

The data in Table 12 indicates that in 2020, 37.6% of the leased units paid between \$1,000 and \$1,499 per month in rent. For the County and State, the highest rent range was the same with 38.7% for the County and 37.8% for the State. The median gross rent in the Borough was higher for both the County and the State.

**TABLE 12: Gross Rents (2020 dollars) for Renter-Occupied Housing Units for Pennington Borough, Mercer County and New Jersey, 2020**

Gross Rent (2019 dollars)	Pennington Borough	Mercer County	New Jersey
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	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied units paying rent	210	-	46,628	-	1,141,613	-
Less than \$500	0	0.0%	4874	10.5%	86,797	7.6%
\$500 to \$999	6	2.9%	7,581	16.3%	167,177	14.6%
\$1,000 to \$1,499	79	37.6%	18,026	38.7%	431,258	37.8%
\$1,500 to \$1,999	75	35.7%	8,942	19.2%	266,946	23.4%
\$2,000 to \$2,499	28	13.3%	4,245	9.1%	105,223	9.2%
\$2,500 to \$2,999	4	1.9%	1609	3.5%	44,347	3.9%
\$3,000 or more	18	8.6%	1351	2.9%	39,865	3.5%
No rent paid	44		1,344		36,014	
<b>Median Gross Rent</b>	<b>\$1,633</b>		<b>\$1,311</b>		<b>\$1,368</b>	

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey Table DP04

The data in Table 13 indicates that 55.2% of the units in the Borough paid more than 35% of household income in rent, which was a higher percentage than the County (42.4%) or the State (41.7%). Only 6.2% units paid less than 15% of household income, which was less than the County and the State. What this data shows is the majority of renter households are paying more than 30% of their monthly income on housing costs, pointing to an issue of affordability.

**TABLE 13: Gross Rents (2020 dollars) as a Percentage of Household Income for Renter-Occupied Housing Units for Pennington Borough, Mercer County and New Jersey, 2020**

Percent Gross Rent	Pennington Borough		Mercer County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied units paying rent *	210	-	45,578	-	1,119,795	-
Less than 15.0 percent	13	6.2%	5,403	11.9%	136,157	12.2%
15.0 to 19.9 percent	17	8.1%	6,110	13.4%	144,209	12.9%
20.0 to 24.9 percent	33	15.7%	5,486	12.0%	143,090	12.8%
25.0 to 29.9 percent	31	14.8%	5,328	11.7%	130,209	11.6%
30.0 to 34.9 percent	0	0.0%	4,028	8.8%	99,265	8.9%
35.0 percent or more	116	55.2%	19,223	42.2%	466,865	41.7%
Not computed	44		2,394		57,832	

\*Excluding units where SMOCAPI cannot be computed

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey Table DP04

The data in Table 14 indicates that in 2020, there were 254 renter households. Of these, 116 households (45.7% of renter households) were paying 35% or more of their income for rent, with the percentage not computed for 44 households (17.3% of renter households).

A figure of 30% is considered the limit of affordability for rental housing costs. 116 households or 45.7%, of the renters paid more than 30% of the household income for rent. Most of these (157 households) had an annual household income between \$10,000 and \$19,000.

The most common household income range was \$75,000 - \$99,000 and \$100,000 or more (each with 57 renter households).

**TABLE 14: Household Income by Gross Rent as a Percentage of Household Income for Pennington Borough, 2020**

Income	Households	Percentage of Household Income					
		0-19.9%	20-24.9%	25-29.9%	30-34.9%	35% +	Not computed
< \$10,000	16	0	0	0	0	16	0
\$10,000 – 19,999	36	0	0	0	0	36	0
\$20,000 – 34,999	36	0	0	0	0	16	20
\$35,000 – 49,999	15	0	0	0	0	15	0
\$50,000 – 74,999	37	0	11	5	0	15	6
\$75,000 – 99,999	57	0	6	26	0	18	7
\$100,000 or more	57	30	16	0	0	0	11
<b>Total</b>	<b>254</b>	<b>30</b>	<b>33</b>	<b>31</b>	<b>0</b>	<b>116</b>	<b>44</b>
<b>Percent Total</b>	<b>100.00%</b>	<b>11.8%</b>	<b>13.0%</b>	<b>12.2%</b>	<b>0.0%</b>	<b>45.7%</b>	<b>17.3%</b>

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey, Table B25074

## ANALYSIS OF DEMOGRAPHIC CHARACTERISTICS

As with the inventory of the municipal housing stock, the primary sources of information for analysis of demographic characteristics of Borough's residents are the 2020 U.S. Census and the 2016-2020 American Community Survey (ACS).

The 2020 Census indicates the Borough had 2,802 residents, or 217 more residents than in 2010, representing a population increase of 8.4%. In the previous 10 years from 2000 to 2010, the Borough's population had decreased by 4.6% or 111 residents. The 4.6% decrease from 2000 to 2010 is opposite the trend at the County and State level, where both populations increased by 4.5%. The increase from 2010 to 2020 is slightly higher than increases at the County and State levels at 5.7% respectively. The largest increase in the Borough's history was between 1950 and 1960 with a 22.7% increase, compared to 15.9% increase in the County and 25.5% increase in the State. Population trends from 1930 to 2020 are shown in Table 15 below.

**TABLE 15: Comparison of Population Trends for Pennington Borough, Mercer County and New Jersey, 1930 to 2020**

Year	Pennington Borough			Mercer County			New Jersey		
	Persons	Number Change	Percent Change	Persons	Number Change	Percent Change	Persons	Number Change	Percent Change
1930	1,335			187,143			4,041,334		
1940	1,492	157	11.8%	197,318	10,175	5.4%	4,160,165	118,831	2.9%
1950	1,682	190	12.7%	229,781	32,463	16.5%	4,835,329	675,164	16.2%
1960	2,063	381	22.7%	266,392	36,611	15.9%	6,066,782	1,231,453	25.5%
1970	2,151	88	4.3%	304,116	37,724	14.2%	7,171,112	1,104,330	18.2%
1980	2,109	-42	-2.0%	307,863	3,747	1.2%	7,365,011	193,899	2.7%
1990	2,537	428	20.3%	325,824	17,961	5.8%	7,730,188	365,177	5.0%
2000	2,696	159	6.3%	350,761	24,937	7.7%	8,414,350	684,162	8.9%
2010	2,585	-111	-4.1%	366,513	15,752	4.5%	8,791,894	377,544	4.5%
2020	2,802	217	8.4%	387,340	20,827	5.7%	9,288,994	497,100	5.7%

Data Sources: U.S. Census Bureau, 2000, 2010, & 2020 Census Dataset SF-2, Table P1 & DP01; New Jersey Department of Labor and Workforce Development, New Jersey State Data Center 1990 Census, Table 6. New Jersey Resident Population by Municipality: 1930 - 1990

The age distribution of the Borough's residents is shown in Table 16. Age distribution of males and females is relatively even, with more males than females in the Under 5, and 35-54. There are more females than males in the 5-19, 20-34, 55-64, and 65+ age cohorts. Overall, males comprise 47% and females comprise about 53% of the Borough's population as detailed in the 2020 ACS data.

**TABLE 16: Population by Age and Sex, Pennington Borough, 2020**

Age Cohorts of Resident Population	Total Persons		Male Population		Female Population	
	Number	Percent	Number	Percent	Number	Percent
Under 5	111	4.3%	60	2.4%	51	2.0%
5 – 19	487	19.1%	237	9.3%	250	9.8%
20 – 34	304	11.9%	145	5.7%	159	6.2%
35 – 54	667	26.1%	342	13.4%	325	12.7%
55 – 64	345	13.5%	121	4.7%	224	8.8%

Age Cohorts of Resident Population	Total Persons		Male Population		Female Population	
	Number	Percent	Number	Percent	Number	Percent
65 +	639	25.0%	294	11.5%	345	13.5%
<b>Total</b>	<b>2,553</b>	<b>100.0%</b>	<b>1,199</b>	<b>47.0%</b>	<b>1,354</b>	<b>53.0%</b>
<b>Median Age</b>	<b>48.1</b>		<b>47</b>		<b>48.6</b>	

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey, Table S0101

Table 17 shows the change in the Borough's population distribution across the various age cohorts between 2010 and 2020. The 20-34 age group had the most increase (37.3%) during this time period. Population in Under 5, 5-19, 35-64, and 55-64 age groups decreased, whereas population within all other age groups increased. The median age increased by 3.8 years due to fewer persons in the younger age groups (Under 5).

**TABLE 17: Population Growth in 10 Years, Pennington Borough, 2010 to 2020**

Age Cohorts of Resident Population	Total Persons, 2010		Total Persons, 2020		Change, 2010-2020	
	Number	Percent	Number	Percent	Number	Percent
Under 5	167	6.4%	111	4.3%	-55.72	-33.4%
5 – 19	623	23.9%	487	19.1%	-135.595	-21.8%
20 – 34	221	8.5%	304	11.9%	82.575	37.3%
35 – 54	836	32.1%	667	26.1%	-169.205	-20.2%
55 – 64	346	13.3%	345	13.5%	-1.465	-0.4%
65 +	412	15.8%	639	25.0%	227.41	55.3%
<b>Total</b>	<b>2,605</b>	<b>-</b>	<b>2,553</b>	<b>-</b>	<b>-52</b>	<b>-</b>
<b>Median Age</b>	<b>42.1</b>		<b>48.1</b>		<b>6</b>	

Data Source: U.S. Census Bureau, 2010 Census Datasets SF-2, Table DP01; U.S. Census Bureau, 2020 5-Year American Community Survey Table S0101

Table 18 compares the Borough to the County and State for the same age categories. The Borough's population distribution in 2020 was roughly the same as that of the County and the State. The median age for Borough residents was slightly higher than that of both the County and the State.

**TABLE 18: Comparison of Age Distribution for Pennington Borough, Mercer County and New Jersey, 2020**

Age of Population	Pennington Borough		Mercer County		New Jersey	
	Number	Percent	Number	Percent	Number	Percent
Under 5	111	4.3%	20,734	5.6%	518,349	5.8%
5 – 19	487	19.1%	70,766	19.2%	1,648,081	18.5%
20 – 34	304	11.9%	74,108	20.1%	1,694,776	19.1%
35 – 54	667	26.1%	97,832	26.6%	2,369,317	26.7%
55 – 64	345	13.5%	48,291	13.1%	1,211,957	13.6%
65 +	639	25.0%	56,354	15.3%	1,442,938	16.2%
<b>Total</b>	<b>2,553</b>	<b>100%</b>	<b>368,085</b>	<b>100%</b>	<b>8,885,418</b>	<b>100%</b>
<b>Median Age</b>	<b>48.1</b>		<b>38.8</b>		<b>40</b>	

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey Table S0101

Table 19 provides the 2020 ACS on household size for Pennington Borough, Mercer County and New Jersey. The Borough had similar trends to the County and the State, with lower percentage of 3-person households and a higher percentage of 2-person households.



**TABLE 19: Comparison of Persons in Household for Pennington Borough, Mercer County and New Jersey, 2010 & 2020**

Household Size	Pennington Borough		Mercer County		New Jersey	
	Number	Percent	Number	Percent	Number	Percent
1 person	257	25.5%	37376	28.4%	851817	26.0%
2 persons	368	36.6%	39105	29.8%	1017833	31.1%
3 persons	143	14.2%	22459	17.1%	568583	17.4%
4 or more persons	238	23.7%	32500	24.7%	833821	25.5%
<b>Total Households</b>	<b>1,006</b>	<b>100%</b>	<b>131,440</b>	<b>100%</b>	<b>3,272,054</b>	<b>100%</b>
<b>Average Household Size</b>	<b>2.77</b>		<b>2.78</b>		<b>2.66</b>	

Data Source: U.S. Census Bureau, 2010 Census Dataset SF-2 for Borough, County and State, Tables HCT5 and HCT6 U.S. Census Bureau, 2020 5-Year American Community Survey Table S2501

Table 20 presents a detailed breakdown of the Borough's population by household type comparing it to the County and the State. Of the Borough's population, 97.6% are in households with 63.2% being considered married-couple families. The average household size was 2.48 and the average family size was 2.97. The household and family sizes of the Borough are smaller than the County and State.

**TABLE 20: Persons by Household Type and Relationship for Pennington Borough, Mercer County and New Jersey, 2020**

Relationship in Household	Pennington Borough		Mercer County		New Jersey	
	Number	Percent	Number	Percent	Number	Percent
Total population	2,553	100.0%	368,085	100.0%	8,885,418	100.0%
In households	2,492	97.6%	350,585	95.2%	8,702,841	97.9%
<b>Total Households</b>	<b>1,006</b>	<b>100.0%</b>	<b>131,440</b>	<b>100.0%</b>	<b>3,272,054</b>	<b>100.0%</b>
<b>Married-couple family</b>	636	63.2%	64,024	48.7%	1,669,437	51.0%
With own children of the householder under 18 years	(X)	(X)	(X)	(X)	(X)	(X)
<b>Cohabiting couple household</b>	0	0.0%	5,683	4.3%	187,913	5.7%
With own children of the householder under 18 years	(X)	(X)	(X)	(X)	(X)	(X)
<b>Male householder, no spouse/partner present</b>	81	8.1%	21,526	16.4%	515,036	15.7%
With own children of the householder under 18 years	(X)	(X)	(X)	(X)	(X)	(X)
Householder living alone	56	5.6%	14,545	11.1%	355,137	10.9%
65 years and over	56	5.6%	4,773	3.6%	109,083	3.3%
<b>Female householder, no spouse/partner present</b>	289	28.7%	40,207	30.6%	899,668	27.5%
With own children of the householder under 18 years	(X)	(X)	(X)	(X)	(X)	(X)
Householder living alone	201	20.0%	22,831	17.4%	496,680	15.2%
65 years and over	163	16.2%	11,448	8.7%	267,408	8.2%
Households with one or more people under 18 years	349	34.7%	42,376	32.2%	1,055,717	32.3%
Households with one or more people 65 years and over	478	47.5%	39,978	30.4%	1,027,296	31.4%

Relationship in Household	Pennington Borough		Mercer County		New Jersey	
	Number	Percent	Number	Percent	Number	Percent
<b>Average household size</b>	<b>2.48</b>		<b>2.67</b>		<b>2.66</b>	
<b>Average family size</b>	<b>2.97</b>		<b>3.29</b>		<b>3.23</b>	

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey Table DP02

Table 21 provides 2020 income data for the Borough, County, and State. The Borough's income across all categories was higher than the County and the State. The largest difference in income between the Borough and the County is with median family income, with a difference of about \$57,000. The largest difference in income between the Borough and the State is mean family income with a difference of \$66,513.

**TABLE 21: Income for Pennington Borough, Mercer County and New Jersey, 2020**

Annual Income	Pennington Borough	Mercer County	New Jersey
Per Capita Income	\$68,537	\$44,532	\$44,153
Median Household Income	\$135,000	\$83,306	\$85,245
Mean Household Income	\$168,052	\$120,965	\$117,868
Median Family Income	\$163,333	\$108,756	\$104,804
Mean Family Income	\$204,643	\$147,007	\$138,130

Data Source: U.S. Census Bureau, 2020 American Community Survey Estimates for Borough, County and State, Table DP03

Table 22 compares the household income for the Borough, County and State. The largest income category in the Borough was those earning between \$100,000 to \$149,999 (21.2% of households) compared to 17.4% in the County and 17.8% in the State for the same income range.

**TABLE 22: Comparison of Household Income for Pennington Borough, Mercer County and New Jersey, 2020**

Household Income Range	Pennington Borough		Mercer County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Total households	1,006	100%	131,440	100%	3,272,054	100%
Less than \$10,000	19	1.9%	7,919	6.0%	154,067	4.7%
\$10,000 to \$14,999	25	2.5%	4,634	3.5%	100,910	3.1%
\$15,000 to \$24,999	47	4.7%	9,409	7.2%	219,123	6.7%
\$25,000 to \$34,999	31	3.1%	8,333	6.3%	217,121	6.6%
\$35,000 to \$49,999	31	3.1%	10,786	8.2%	295,724	9.0%
\$50,000 to \$74,999	95	9.4%	18,351	14.0%	473,023	14.5%
\$75,000 to \$99,999	137	13.6%	15,908	12.1%	401,811	12.3%
\$100,000 to \$149,999	213	21.2%	22,879	17.4%	583,829	17.8%
\$150,000 or more	138	13.7%	13,566	10.3%	341,209	10.4%
<b>Median household income</b>	<b>\$135,000</b>		<b>\$83,306</b>		<b>\$85,245</b>	
<b>Mean household income</b>	<b>\$168,052</b>		<b>\$120,965</b>		<b>\$117,868</b>	

Data Source: U.S. Census Bureau, 2020 American Community Survey Estimates for Borough, County and State, Table DP03

Table 23 addresses the lower end of the income spectrum, providing data on poverty levels for persons and families in 2020. The percentage of population estimated to be below poverty level in the Borough

(1.4%) was significantly lower than the County (11.1%) and the State (9.7%). The Over 65 age cohort had the highest percentage of persons below poverty level (3.6% of total persons in the age cohort), compared to 8% in the County and 8.4% in the State.

**TABLE 23: Poverty Status in the Past 12 Months for Pennington Borough, Mercer County and New Jersey, 2020**

Poverty Status	Pennington Borough			Mercer County			New Jersey		
	Total Estimated Persons	Estimated Below Poverty Level	Percent Below Poverty Level	Total Estimated Persons	Estimated Below Poverty Level	Percent Below Poverty Level	Total Estimated Persons	Estimated Below Poverty Level	Percent Below Poverty Level
<b>Population for whom poverty status is determined</b>	<b>2,553</b>	<b>37</b>	<b>1.4%</b>	<b>351,713</b>	<b>39,057</b>	<b>11.1%</b>	<b>8,713,792</b>	<b>842,704</b>	<b>9.7%</b>
<b>AGE GROUP</b>									
Under 18	558	4	0.7%	77,808	11,908	15.3%	1,930,346	257,552	13.3%
18 to 64	1356	10	0.7%	219,407	22,795	10.4%	5,378,854	466,647	8.7%
Over 65	639	23	3.6%	54,498	4,354	8.0%	1,404,592	118,505	8.4%
<b>GENDER</b>									
Male	1,199	9	0.8%	171,555	16,520	9.6%	4,241,929	367,044	8.7%
Female	1,354	28	2.1%	180,158	22,537	12.5%	4,471,863	475,660	10.6%
<b>EMPLOYMENT STATUS</b>									
Worked full-time*	902	0	0.0%	126,949	2,014	1.6%	3,191,754	57,411	1.8%
Worked less than full-time*	528	10	1.9%	63,594	7,775	12.2%	1,622,558	169,946	10.5%
Did not work	647	23	3.6%	92,580	18,219	19.7%	2,195,351	383,372	17.5%

\* Worked year-round for the past 12 months

Data Source: U.S. Census Bureau, 2020 American Community Survey Estimates for Borough, County and State, Table S1701

According to the data in Table 24, the Borough has less families qualifying for poverty status than the County and the State. The percentages of families of poverty status in the Borough have decreased significantly between 2010 and 2020. Across all age cohorts the number of people below the poverty level has decreased. The Under 18 age cohort has the largest percentage below the poverty level with 7%.

**TABLE 24: Comparison of Poverty Status for Persons and Families for Pennington Borough, Mercer County and New Jersey, 2010 and 2020 (% with income below poverty)**

Percentage of Families and Persons Below Poverty Level	Pennington Borough		Mercer County		New Jersey	
	2010 ACS	2020 ACS	2010 ACS	2020 ACS	2010 ACS	2020 ACS
All families	6.2%	<b>0.5%</b>	7.4%	<b>7.7%</b>	6.7%	<b>7.0%</b>
Married couple families	1.0%	<b>0.0%</b>	2.7%	<b>3.4%</b>	3.0%	<b>3.4%</b>
All people	6.0%	<b>1.4%</b>	10.1%	<b>11.1%</b>	9.1%	<b>9.7%</b>

Under 18 years	11.2%	<b>7.0%</b>	14.1%	<b>15.3%</b>	12.7%	<b>13.3%</b>
18 to 64 years	4.1%	<b>0.7%</b>	9.3%	<b>10.4%</b>	8.0%	<b>8.7%</b>
65 years and over	2.9%	<b>3.6%</b>	6.8%	<b>8.0%</b>	7.9%	<b>8.4%</b>

Data Source: U.S. Census Bureau, 2020 American Community Survey Estimates for Borough, County and State, Table DP03; 2006-2010 American Community Survey 5-Year Estimates, Table DP03

The ACS includes a vast array of additional demographic data that provide interesting insights into an area's population. For example, Table 25 provides a comparison of the percent of persons who moved into their current homes; this is a surrogate measure of the mobility/stability of a population. The data indicates that the highest percentage of current Borough residents moved into the unit between 2015 and 2018. The percentage of householders living in their current homes from 1979 and earlier is slightly smaller for the Borough (13.8%) than the County (14.9%) and the State (14.6%), indicating long-term residents and stable residential neighborhoods.

**TABLE 25: Year Householder Moved into the Housing Unit for Pennington Borough, Mercer County and New Jersey, 2020**

Year Householder Moved into the Housing Unit	Pennington Borough		Mercer County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Moved in 2019 or later	11	1.1%	5,004	3.8%	131,445	4.0%
Moved in 2015 to 2018	249	24.8%	33,250	25.3%	797,407	24.4%
Moved in 2010 to 2014	211	21.0%	23,857	18.2%	622,681	19.0%
Moved in 2000 to 2009	230	22.9%	32,485	24.7%	794,753	24.3%
Moved in 1990 to 1999	166	16.5%	17,294	13.2%	448,598	13.7%
Moved in 1989 and earlier	139	13.8%	19,550	14.9%	477,170	14.6%
<b>Occupied Housing Units</b>	<b>1,006</b>	<b>100%</b>	<b>131,440</b>	<b>100%</b>	<b>3,272,054</b>	<b>100%</b>

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey, Table DP04

Table 26 compares educational attainment for Borough, County, and State for residents over 25 years of age. The data indicates the percentage of Borough residents with a high school diploma or more and the percentage with a bachelor's degree or higher exceeds that of the County and the State. Most residents in the Borough (44.1% of persons 25 years and older) have graduate or professional degrees.

**TABLE 26: Educational Attainment (of persons 25 years and over) for Pennington Borough, Mercer County and New Jersey, 2020**

Education Level	Pennington Borough		Mercer County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Population 25 years and over	1,817	-	248,245	-	6,169,501	-
Less than 9th grade	0	0.0%	11,469	4.6%	287,866	4.7%
9th to 12th grade, no diploma	32	1.8%	14,288	5.8%	312,895	5.1%
High school graduate (includes equivalency)	188	10.3%	63,046	25.4%	1,649,853	26.7%
Some college, no degree	173	9.5%	36,284	14.6%	996,254	16.1%
Associate's degree	55	3.0%	15,094	6.1%	409,571	6.6%
Bachelor's degree	567	31.2%	57,526	23.2%	1,530,150	24.8%
Graduate or professional degree	802	44.1%	50,538	20.4%	982,912	15.9%
<b>Percent high school graduate or higher</b>	<b>98.20%</b>		<b>89.60%</b>		<b>90.30%</b>	

<b>Percent bachelor's degree or higher</b>	<b>75.30%</b>	<b>43.50%</b>	<b>40.70%</b>
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Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey, Table S1501

The ACS also provides data on the commuting characteristics of residents, including means of transportation which people use to reach their place of work, commute times and number of vehicles households have.

Table 27 compares the means of transportation for the Borough, County, and State relative to driving alone, carpooling, using public transit, and other means of transportation. The Borough has more people who drive alone (75.3%) than the County (68.5%) and the State (69.6%) average. The use of public transportation as well as people who worked from home is lower than the County and the State. Only 0.5% of people biked to work, which is slightly higher than the County and the State.

**TABLE 27: Means of Transportation to Work (of workers 16 years old and over) for Pennington Borough, Mercer County and New Jersey, 2020**

Means of Transportation	Pennington Borough	Mercer County	New Jersey
Workers 16 years and over	79	174,502	4,332,443
Workers who did not work at home	75	159,331	4,016,070
Car, truck, or van	79.1%	79.1%	77.4%
Drove alone	75.3%	68.5%	69.6%
Carpooled	3.8%	10.6%	7.8%
Public transportation (excluding taxicab)	4.8%	6.7%	10.8%
Walked	5.5%	3.9%	2.6%
Bicycle	0.5%	0.3%	0.3%
Taxicab, motorcycle, or other means	0.8%	1.3%	1.6%
Worked at home	9.4%	8.7%	7.3%

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey, Table S0801

Table 28 shows that for 22.3% of workers over 16 years in the Borough, the travel time to work was 15-19 minutes; 17.2% of the workers for the County overall and 12.5% for the State overall had a similar commute. The average travel time for workers in the Borough was shorter than that for the County and the State.

**TABLE 28: Travel Time to Work (of workers 16 years old and over) for Pennington Borough, Mercer County and New Jersey, 2020**

Travel Time to Work	Pennington Borough	Mercer County	New Jersey
Less than 10 minutes	17.7%	11.4%	9.6%
10 to 14 minutes	6.1%	14.1%	11.3%
15 to 19 minutes	22.3%	17.2%	12.5%
20 to 24 minutes	14.7%	15.4%	12.7%
25 to 29 minutes	5.5%	6.4%	6.4%
30 to 34 minutes	14.8%	11.5%	13.4%
35 to 44 minutes	2.1%	5.0%	8.0%
45 to 59 minutes	6.1%	6.1%	10.2%
60 or more minutes	10.6%	12.7%	15.8%

Mean travel time to work (minutes)	26.3	28.6	32
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Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey, Table S0801

Table 29 shows that the largest group, comprising 57.6% of all workers, had access to 2 vehicles, which is more than both the County (41%) and the State (40%). Approximately a third of workers had access to 3 or more vehicles, lower than the County and the State.

**TABLE 29: Vehicles Available (to workers 16 years old and over) for Pennington Borough, Mercer County and New Jersey, 2020**

Vehicles Available	Pennington Borough	Mercer County	New Jersey
Workers 16 years and over	1,204	170,476	4,312,033
No vehicle available	0.6%	4.3%	6.3%
1 vehicle available	11.5%	22.1%	22.1%
2 vehicles available	57.6%	41.0%	40.0%
3 or more vehicles available	30.4%	32.6%	31.7%

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey, Table S0801



## SUMMARY OF EMPLOYMENT DATA

The New Jersey Department of Labor and Workforce Development provides annual (seasonally unadjusted) estimates for the labor force and employment. Table 30 shows these figures for Pennington Borough for the years between 2002 and 2021, including the 5 years of the 'Great Recession' between 2008 and 2012, and portions of the COVID-19 Pandemic in 2020 and 2021. Table 31 compares the unemployment rates for the Borough, County and State for the same period, although the unemployment rate for the State for 2021 is unavailable. The Borough experienced its highest unemployment rate in 2009 at 7.8%, compared to 7.5% in the County and 9% in the State overall.

**TABLE 30: Employment and Labor Force for Pennington Borough, 2003 - 2021**

YEAR	Labor Force	Employment	Unemployment	Unemployment Rate
2002	1,476	1,424	52	3.5
2003	1,485	1,434	51	3.4
2004	1,508	1,466	42	2.8
2005	1,643	1,581	62	3.8
2006	1,670	1,601	69	4.1
2007	1,680	1,620	60	3.6
2008	1,734	1,652	82	4.7
2009	1,766	1,628	138	7.8
2010	1,250	1,184	66	5.3
2011	1,224	1,180	45	3.6
2012	1,339	1,274	65	4.9
2013	1,354	1,279	75	5.5
2014	1,354	1,305	49	3.6
2015	1,381	1,341	40	2.9
2016	1,386	1,345	41	3.0
2017	1,420	1,382	38	2.7
2018	1,430	1,395	35	2.4
2019	1,494	1,471	23	1.5
2020	1,480	1,422	58	3.9
2021	1,501	1,462	39	2.6

Data Source: Total Labor Force, Employed, Unemployed and Unemployment Rate Average Estimates 2000-2009 and 2010-2021, NJ Department of Labor and Workforce Development

**TABLE 31: Comparison of Unemployment Rates for Pennington Borough, Mercer County and New Jersey, 2002 - 2021**

YEAR	Pennington Borough	Mercer County	New Jersey
2002	3.5	5.3	5.8
2003	3.4	5.1	5.8
2004	2.8	4.3	4.9
2005	3.8	3.9	4.4
2006	4.1	4.2	4.6
2007	3.6	3.8	4.2
2008	4.7	4.8	5.4
2009	7.8	7.5	9.0
2010	5.3	8.5	9.7
2011	3.6	8.3	9.4
2012	4.9	8.3	9.4
2013	5.5	7.4	8.4
2014	3.6	5.8	6.7
2015	2.9	4.9	5.7
2016	3	4.3	4.9
2017	2.7	4	4.5
2018	2.4	3.5	4
2019	1.5	3	3.4
2020	3.9	7.4	9.8
2021	2.6	5.2	-

*Data Source: Total Labor Force, Employed, Unemployed and Unemployment Rate Average Estimates 2000-2009 and 2010-2021; New Jersey Annual Averages: Local Area Unemployment Statistics 1976-2020, NJ Department of Labor and Workforce Development*

The ACS provides detailed information on a municipality's resident population as to means of employment. Employment characteristics are described in two ways: first, by occupation, which is the type of work the employee performs; and second, by industry, or the type of business in which the employee works. It is also interesting to note the class of worker performing the job – employee, entrepreneur or other.

Table 32 indicates that 'Management, business, science, and arts occupations', with 69.3% of the employed population over 16 years of age, was the most common occupation in the Borough, followed by 'Sales and Office Occupations' at 13.8%. Similarly, at the County and the State level the most common occupation is 'Management, business, science, and arts occupations'.

**TABLE 32: Occupation of Resident Population for Pennington Borough, Mercer County and New Jersey, 2022**

Occupation	Pennington Borough		Mercer County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16+ years	1,265	-	179,189	-	4,426,619	-
Management, business, science, and arts occupations	877	69.3%	83,551	46.6%	1,954,559	44.2%
Service occupations	103	8.1%	29,085	16.2%	694,946	15.7%
Sales and office occupations	174	13.8%	35,146	19.6%	959,877	21.7%
Natural resources, construction, and maintenance occupations	53	4.2%	11,273	6.3%	310,057	7.0%
Production, transportation, and material moving occupations	58	4.6%	20,134	11.2%	507,180	11.5%

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey Estimates, Table DP03

Table 33 indicates that “educational services, and health care and social assistance” (38.7%), “professional, scientific, administrative and waste management services” (20.2%) and “manufacturing” (8.9%) were the top three industries in the Borough.

**TABLE 33: Industry of Work of Resident Population for Pennington Borough, Mercer County and New Jersey, 2020**

Industry	Pennington Borough		Mercer County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16+ years	1,265	-	179,189	-	4,426,619	-
Agriculture, forestry, fishing, hunting, and mining	4	0.3%	750	0.4%	14,116	0.3%
Construction	5	0.4%	8,598	4.8%	262,935	5.9%
Manufacturing	112	8.9%	13,413	7.5%	359,528	8.1%
Wholesale trade	5	0.4%	5,272	2.9%	145,005	3.3%
Retail trade	77	6.1%	16,341	9.1%	473,583	10.7%
Transportation, warehousing, and utilities	16	1.3%	10,242	5.7%	282,432	6.4%
Information	31	2.5%	3,750	2.1%	116,482	2.6%
Finance, insurance, real estate, rental and leasing	80	6.3%	15,148	8.5%	377,720	8.5%
Professional, scientific, administrative and waste management services	256	20.2%	26,876	15.0%	604,462	13.7%
Educational services, and health care and social assistance	490	38.7%	47,766	26.7%	1,065,323	24.1%
Arts, entertainment, recreation, accommodation and food services	53	4.2%	12,550	7.0%	344,465	7.8%
Other services, except public administration	37	2.9%	7,158	4.0%	187,183	4.2%
Public administration	99	7.8%	11,325	6.3%	193,385	4.4%

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey Estimates, Table DP03

Table 34 indicates the majority (74.5%) of the Borough’s employed population over 16 years were private wage and salary workers, similar to the trend at the County (80.6%) and State (81.6%). The Borough had a higher percentage of government workers than the County and the State.

**TABLE 34: Class of Worker of Resident Population for Pennington Borough, Mercer County and New Jersey, 2020**

CLASS OF WORKER	Pennington Borough		Mercer County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16+ years	1,265	-	179,189	-	4,426,619	-
Private wage and salary workers	942	74.5%	144,342	80.6%	3,610,405	81.6%
Government workers	266	21.0%	27,873	15.6%	604,725	13.7%
Self-employed in own not incorporated business workers	57	4.5%	6,802	3.8%	205,343	4.6%
Unpaid family workers	0	0.0%	172	0.1%	6,146	0.1%

Data Source: U.S. Census Bureau, 2020 5-Year American Community Survey Estimates, Table DP03

Table 35 identifies the types of industries that are found within Pennington Borough. According to the New Jersey Department of Labor's Census of Employment and Wages, private sector employment opportunities are concentrated in Finance/Insurance with the highest number of jobs (8,208 average number of jobs). The greatest number of employers were in the Other Trade industry (490 average employer units).

**TABLE 35: Employment and Wages by Industry for Pennington Borough, 2020**

Industry	Employers	Employment (Number of Jobs)					Wages	
	Average	March	June	Sept	Dec	Average	Annual	Weekly
Federal Government Totals	1	35	36	35	38	35.67	\$59,513	\$1,144
State Government Totals	2	841	733	725	781	682.25	\$75,512	\$1,452
Local Government Totals	1	808	704	695	747	650.92	76564.1	1472.386
Local Govt. Education	6	41	94	81	57	68.75	\$30,564	\$588
Mining	26	136	135	132	129	132.08	\$67,033	\$1,289
Utilities	.	.	.	.	.	.	.	.
Construction	.	.	.	.	.	.	.	.
Manufacturing	34	517	490	492	517	496.25	\$29,378	\$565
Wholesale Trade	.	.	.	.	.	.	.	.
Retail Trade	10	96	75	74	82	83.33	\$172,242	\$3,312
Transport/Warehousing	.	.	.	.	.	.	.	.
Information	12	46	41	41	38	41.92	\$64,616	\$1,243
Finance/Insurance	79	527	511	575	504	529.75	\$116,229	\$2,235
Real Estate	.	.	.	.	.	.	.	.
Professional/Technical	41	486	470	480	387	443.75	\$53,851	\$1,036
Management	.	.	.	.	.	.	.	.
Admin/Waste Remediation	.	.	.	.	.	.	.	.
Education	.	.	.	.	.	.	.	.
Health/Social	25	449	248	381	368	366.33	\$23,097	\$444
Arts/Entertainment	59	319	213	253	255	261.83	\$35,902	\$690
Accommodations/Food	18	18	13	23	27	19.25	\$47,620	\$916
Other Services	490	9,156	7,772	8,117	8,033	8,208	\$98,134	\$1,887
Unclassified	1	35	36	35	38	35.67	\$59,513	\$1,144
Private Sector Totals	2	841	733	725	781	682.25	\$75,512	\$1,452

- = Data do not meet publication standards

Source: N.J. Department of Labor and Workforce Development, Office of Research and Information, Quarterly Census of Employment and Wages, Annual Municipal Data by Sector, 2020.

Pennington Borough is located within the Delaware Valley Regional Planning Commission's (DVRPC) jurisdiction, and they provide long-term forecasts for population, household and employment growth within the region. These numbers are used by the DVRPC to plan for transportation and transit activities and provide insight into potential growth in portions of New Jersey and Pennsylvania. For the Borough and Mercer County, the DVRPC Board-Approved municipal numbers are shown in Table 36. In general, population in the Borough is forecast to grow faster than the County. Employment in the Borough is forecast to grow at the same rate as the County overall.

**TABLE 36: Long-term Population, Household and Employment Forecasts, Pennington Borough and Mercer County 2015-2050**

	Pennington Borough	Mercer County
<b>Population</b>		
2015 Population	2,598	371,398
2045 Population	2,890	402,283
Absolute Change (2015-2045)	292	30,885
Percent Change (2015-2045)	11.2%	8.3%
<b>Employment</b>		
2015 Employment	2,412	286,295
2045 Employment	2,646	310,084
Absolute Change (2015-2045)	234	27,875
Percent Change (2015-2045)	9.7%	9.7%
2015 Employment	2,412	286,295

Source: North Jersey Transportation Planning Authority, Current NJTPA Board approved Municipal Forecasts

**BOROUGH OF PENNINGTON**  
**ORDINANCE NO. 2023-3**

**AN ORDINANCE APPROVING RULES AND REGULATIONS  
FOR THE PENNINGTON POLICE DEPARTMENT AMENDING  
AND SUPERSEDING “RULES AND REGULATIONS OF THE  
POLICE DEPARTMENT OF THE BOROUGH  
OF PENNINGTON DATED 1995.”**

**WHEREAS**, in accordance with Section 46-3 of the Code of the Borough of Pennington, Rules and Regulations for the Pennington Police Department were codified by Borough Council in 1995 as the “Rules and Regulations of the Police Department of the Borough of Pennington dated 1995;”

**WHEREAS**, Borough Council now seeks to amend and supersede the 1995 document by adoption of the codification of Rules and Regulations attached to this Ordinance and incorporated herein by reference as if set forth at length (hereafter “2022 Rules and Regulations”;

**WHEREAS**, the attached 2022 Rules and Regulations are proposed on the recommendation of the Chief of Police with the endorsement of the Public Safety Committee;

**WHEREAS**, the 2022 Rules and Regulations consist of 35 pages including an Introduction with Code of Ethics and Mission Statement, a description of the General Duties and Responsibilities of the members of the Department, Rules of Conduct and Disciplinary Regulations;

**WHEREAS**, the 2022 Rules and Regulations revoke and supersede any rule or regulation previously issued to the extent of any conflict or inconsistency;

**NOW, THEREFORE, BE IT ORDAINED**, by the Borough Council of the Borough of Pennington, that the attached 2022 Rules and Regulations of the Pennington Police Department are hereby adopted and approved, with the direction that copies be distributed electronically to all members of the Department and that a copy be maintained by the Borough Clerk and made available as a public document; and

**BE IT FURTHER ORDAINED**, that this Ordinance shall become effective upon passage and publication as required by law.

Introduced: \_\_\_\_\_

Advertised: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Elizabeth Sterling, Borough Clerk

James Davy, Mayor

**BOROUGH OF PENNINGTON  
ORDINANCE NO. 2023-3**

**AN ORDINANCE APPROVING RULES AND REGULATIONS  
FOR THE PENNINGTON POLICE DEPARTMENT AMENDING  
AND SUPERSEDING “RULES AND REGULATIONS OF THE  
POLICE DEPARTMENT OF THE BOROUGH  
OF PENNINGTON DATED 1995.”**

**RECORD OF COUNCIL VOTE ON INTRODUCTION**

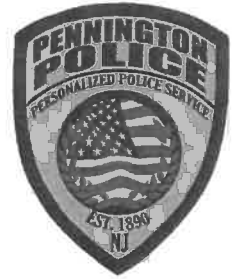
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone									
Chandler					Marciante				
Gnatt					Stern				

**RECORD OF COUNCIL VOTE ON ADOPTION**

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

# PENNINGTON BOROUGH POLICE DEPARTMENT STANDARD OPERATING PROCEDURE

## *RULES AND REGULATIONS*



**BY THE ORDER OF:**

**Chief Douglas M. Pinelli**

**# OF PAGES: 35**

**APPROPRIATE AUTHORITY:**

**ACCREDITATION STANDARDS: 1.1.1d, 1.4.1, 1.4.3,  
1.5.2b**

**EFFECTIVE DATE:**



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## INTRODUCTION

**1:1. ESTABLISHMENT OF THE PENNINGTON BOROUGH POLICE DEPARTMENT****1:1.1 Legal Authorization**

The Pennington Borough Police Department, in Mercer County is established pursuant to N.J.S.A. 40A:14-118 and the Borough of Pennington Municipal Code §46-1 and shall hereafter be referred to as the "Pennington Borough Police Department."

**1:1.2 Rules and Regulations Established**

The "Appropriate Authority" of the Borough of Pennington hereby adopts and promulgates the Department Rules and Regulations, in accordance with the Borough of Pennington Municipal Code §46-3 and shall be known as the "Pennington Borough Police Department Rules and Regulations."

**1:1.3 Right to Amend or Revoke**

The "Appropriate Authority" of the Borough of Pennington reserves the right, as the representative of the governing body, to amend or revoke any of the rules and regulations contained herein.

**1:1.4 Previous Rules, Policies and Procedures**

All rules and regulations previously issued, and written directives that conflict with the rules and regulations contained herein, are hereby revoked to the extent of any such inconsistency. All other rules and regulations, and written directives not in conflict with those contained herein shall remain in full force unless expressly revoked by competent authority.

**1:2 THE NUMBERING SYSTEM****1:2.1 Chapter, Section and Subsection Designation**

Title and number shall designate each chapter, section and subsection. All numbering breakdowns shall be arranged according to a decimal sequence.

**1:2.2 Chapter and Section Sequence**

The number preceding the colon shall enumerate the chapter, while the number placed immediately to the right of the colon shall indicate the section.

**1:2.3 Subsection Sequence**

The number placed to the right of the decimal point shall designate the subsection.

**1:2.4 Series Lettering**

Letters listed in series under sections and subsections shall be enclosed within parentheses.

### **1:2.5 Flexibility of System**

This system shall provide a simple and quick method of referral to material contained herein. This format has been designed to make specific reference to particular sections or subsections possible and to facilitate expansion and revision of the contents.

## **1:3 RULES AND REGULATIONS MANUAL**

### **1:3.1 Application**

These rules and regulations are applicable to all sworn employees and to all civilian employees of the department, where appropriate.

### **1:3.2 Distribution**

One copy of these rules and regulations shall be electronically distributed to each employee of the department through the PowerDMS software, similar software and/or manual distribution.

### **1:3.3 Responsibility for Maintenance**

Employees shall be responsible for maintaining a current copy of the rules and regulations, including all additions, revisions, and amendments as issued.

### **1:3.4 Familiarization**

Employees shall thoroughly familiarize themselves with the provisions of the rules and regulations. Ignorance of any provision of these rules and regulations will not be a defense to a charge of a violation of these rules and regulations.

### **1:3.5 Severability**

If for any reason any section of these Rules and Regulations shall be questioned in any court and shall be held unconstitutional or invalid, the same shall not be held to affect any other sections or provisions of this document. No section of these Rules and Regulations shall supersede any current collective bargaining agreements.

## **1:4 DEFINITION OF TERMS**

### **1:4.1 Acting**

Serving temporarily in a position to which the employee is not ordinarily assigned, usually in a position of higher rank. All the authority, responsibilities and duties of the employee in the higher position devolve upon the acting employee.

### **1:4.2 Annual Leave**

Leave granted to all employees annually in accordance as provided by law, ordinance or collective bargaining agreement.

**1:4.3 Appropriate Authority**

Pursuant to the Borough of Pennington Municipal Code §46-3, the Borough Council of the Borough of Pennington shall be designated as the "Appropriate Authority".

**1:4.4 Authority**

Authority is the statutory or written directive vested right to give commands, enforce obedience, initiate action and make necessary decisions. Authority may be delegated by those so designated. Acts performed without proper authority or authorization shall be considered in violation of the rules and regulations, and those persons in violation shall be subject to disciplinary action.

**1:4.5 Chain of Command**

The unbroken line of authority extending from the Chief of Police through one or more subordinates at each level of command down to the level of execution and vice versa.

**1:4.6 Chief of Police**

The Chief of Police shall be the highest-ranking sworn member of the Pennington Borough Police Department.

**1:4.7 Days Off**

Those days on which a given employee is excused from duty by the Chief of Police or designee is not required to report to duty.

**1:4.8 Department**

The Pennington Borough Police Department.

**1:4.9 Detail**

A temporary assignment of personnel for a specialized activity.

**1:4.10 Employee**

All employees of the department, whether sworn officers or civilian employees.

**1:4.11 Gender**

The use of the masculine gender in any written directive or rules and regulations includes the female gender, when applicable.

**1:4.12 Incompetence**

Incapable of satisfactory performance of police duties.

**1:4.13 Insubordination**

A course of conduct including but not limited to, failure or deliberate refusal of any employee to obey a lawful order given by a superior officer. Ridiculing a superior officer or his order, whether in or out of his presence, is also insubordination. Disrespectful, mutinous, insolent, or abusive language toward or concerning a superior officer.

**1:4.14 Lawful Order**

Any written or verbal directive issued by a superior officer to any subordinate or group of subordinates in the course of police duty which is not in violation of any law, ordinance, or any department rule or regulation.

**1:4.15 May/Should**

As used herein, the words "may" and "should" mean that the action indicated is permitted, expected or encouraged.

**1:4.16 Member**

Any duly sworn police officer of the department.

**1:4.17 Military Leave**

The period of time during which an employee is excused from duty for service with the active or reserve armed forces of the United States or of the State of New Jersey, as provided by law, ordinance or collective bargaining agreement.

**1:4.18 Neglect of Duty**

Neglect of duty is the failure to give suitable attention to the performance of duty. Examples include, but are not limited to, failure to take appropriate action on the occasion of a crime, disorder, or other act or condition deserving police attention; absence without leave; failure to report for duty at the time and place designated; unnecessary absence from the zone/post during the tour of duty; failure to perform duties or comply with provisions prescribed in the rules and regulations and written directives, and failure to conform to the department operating procedures.

**1:4.19 Off-Duty**

The status of an employee during the period he is free from the performance of specified duties. Members are subject to recall at all times.

**1:4.20 On-Duty**

The status of an employee during the period of day when he is actively engaged in the performance of his duties.

**1:4.21 Order**

Any written or oral directive issued by a supervisor to any subordinate or group of subordinates in the course of police duty.

**1:4.22 Post**

Assignment to a specified location, for a fixed period of time, to address a specific police purpose.

**1:4.23 Plurality of Words**

The singular includes the plural, and the plural includes the singular.

**1:4.24 Probationary Police Officer**

Any member of the police department serving a satisfactory training and evaluation period prior to permanent appointment to the department.

**1:4.25 Probationary Period**

Pursuant to the Borough of Pennington Municipal Code §46-4, the probationary period is one year from the date of completion of the police training course, or if already holding a valid New Jersey Police Training Commission Certification, one year from date of appointment, as pursuant to N.J.S.A. 52:17B-66 et seq.

**1:4.26 Shall/Will**

As used herein, the words "shall" and "will," mean the action required is mandatory.

**1:4.27 Shift**

Any assigned tour of duty in accordance with existing collective bargaining agreements.

**1:4.28 Staff Supervision**

Staff supervision is an advisory relationship, outside the regular hierarchy of command and responsibility in which a supervisor may review the work of another employee who is responsible to another superior officer.

**1:4.29 Subordinate**

A member lower in rank than his superior officer.

**1:4.30 Superior Officer**

A member holding the rank of Sergeant or higher.

**1:4.31 Supervisor**

An employee, usually holding the appropriate rank, assigned to a position requiring the exercise of immediate supervision over the activities of other employees.

**1:4.32 Tense of Words**

The words used in the present tense include the future.

**1:4.33 Tour of Duty**

The period of time during which a member of the department is assigned to active duty.

**1:4.34 Zone/Sector**

A geographical area administratively designated for purposes of investigation, supervision or patrol.

## 1:5 CODE OF ETHICS

**1:5.1** All employees shall read and abide by the Law Enforcement Code of Ethics.

**1:5.2 AS A LAW ENFORCEMENT EMPLOYEE**, my fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation and the peaceful against violence or disorder; and to respect the constitutional rights of all to liberty, equality and justice.

**I WILL** keep my private life unsullied as an example to all and will behave in a manner that does not bring discredit to me or to my agency. I will maintain courageous and calm in the face of danger, scorn or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed both in my personal and official life, I will be exemplary in obeying the law and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

**I WILL** never act officiously or permit personal feelings, prejudices, political beliefs, aspirations, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

**I RECOGNIZE** the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of police service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other police officers. I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice. I know that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence. I will constantly strive to achieve these objectives and ideals, dedicating myself to my chosen profession...**LAW ENFORCEMENT.**

**1:5.3** All employees of the Police Department shall read and abide by The New Jersey Ethics Law. (N.J.S.A. 40A:9-22.1 et. seq.)



**1:6     MISSION STATEMENT AND CORE VALUES****1:6.1     Mission Statement**

As officers and staff of the Pennington Borough Police Department, we are dedicated to serve and protect the citizens, visitors and workers of this community. The mission of this police department is to protect life and property, to uphold the law and to reduce the fear of crime in Pennington Borough. This agency will provide service with understanding and police with diversity, fairness and compassion. We strive to perform our responsibilities with integrity and honor, while upholding the Constitutional rights of all individuals.

The staff and sworn officer of the Pennington Borough Police Department.

**1:6.2     Core Values**

Our core values are *Integrity, Honor, Fairness, and Compassion*.

## CHAPTER 2

### ORGANIZATION

#### 2:1 GENERAL DUTIES AND RESPONSIBILITIES

##### 2:1.1 Chief of Police

1. Pursuant to N.J.S.A. 40A:14-118, and the Borough of Pennington Municipal Code §46-8, the Chief of Police shall be the head of the Police Department and shall be directly responsible to the appropriate authority for the efficiency and routine day to day operations of the Pennington Borough Police Department, and shall, pursuant to policies established by the appropriate authority:
  - a. Administer and enforce rules and regulations and special emergency directives for the disposition and discipline of the force and its officers and personnel;
  - b. Have, exercise, and discharge the functions, powers, and duties of the force;
  - c. Prescribe the duties and assignments of all subordinates and other personnel;
  - d. Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision; and
  - e. Report at least monthly to the appropriate authority in such form as shall be prescribed by such authority on the operation of the force during the preceding month and make such other reports as may be requested by such authority.

##### 2:1.2 Commanders and Supervisors

Commanders and supervisors shall be able to perform all of the general duties of a police officer. Commanders and supervisors shall:

1. Enforce department rules and ensure compliance with department policies and procedures.
2. Exercise proper use of their command, within the limits of their authority, to assure efficient performance by their subordinates.
3. Exercise necessary control over their subordinates to accomplish the objectives for the department.
4. Guide and train subordinates to gain effectiveness in performing their duties.
5. Use department disciplinary procedures when necessary.
6. When using discipline, comply strictly with the provisions of the department disciplinary process.
7. Conduct themselves in accordance with high ethical standards, on and off-duty.

### 2:1.3 Police Officers

Police officers shall:

1. Exercise authority consistent with the obligations imposed by the oath of office and in conformance with the policies of the department.
2. Abide by all rules, regulations and department procedures and directives governing police officer employees.
3. Be accountable and responsible to their supervisor for obeying all lawful orders.
4. Coordinate their efforts with other employees of the department to achieve department objectives.
5. Conduct themselves in accordance with high ethical standards, on and off-duty.
6. Strive to improve their skills and techniques through study and training.
7. Familiarize themselves with the area of authority and responsibility for their current assignment.
8. Perform their duties promptly, faithfully and diligently.
9. Perform all related work as required in a timely fashion.
10. Take appropriate action to:
  - a. Protect life and property;
  - b. Preserve the peace;
  - c. Detect and arrest violators of the law;
  - d. Enforce all federal, state, and local laws and ordinances coming within department jurisdiction;
  - e. Safeguard the rights of individuals as provided by the United States Constitution and Constitution of the State of New Jersey;
  - f. Safely and expeditiously regulate traffic;
  - g. Aid citizens in matters within police jurisdiction;
  - h. Take appropriate police action in aiding fellow officers as needed;
  - i. Provide miscellaneous services.

### 2:1.4 Civilian Employees

Civilian employees shall:

1. Take appropriate action to perform the duties of their positions promptly, faithfully and diligently.
2. Exercise authority consistent with the obligations imposed by their position and in conformance with the policies of the department.

3. Be accountable and responsible to their supervisors for obeying all lawful orders.
4. Coordinate their efforts with other employees of the department to achieve department objectives.
5. Conduct themselves in accordance with high ethical standards, on and off-duty.
6. Strive to improve their skills and techniques through study and training.
7. Familiarize themselves with the area of authority and responsibility for the current assignment.
8. Abide by all rules, regulations and department procedures and directives governing civilian employees.
9. Perform all related work as required.

## CHAPTER 3

### RULES OF CONDUCT

#### 3:1 PROFESSIONAL AND GENERAL CONDUCT

##### 3:1.1 Standards of Conduct

Employees shall conduct their private and professional lives in such a manner as to avoid bringing the department into disrepute.

##### 3:1.2 Loyalty

Loyalty to the department and to associates is an important factor in department morale and efficiency. Employees shall maintain loyalty to the department, their associates, and the Borough of Pennington as is consistent with the law and personal ethics.

##### 3:1.3 Cooperation

Cooperation between the ranks and units of the department is essential to effective law enforcement. Therefore, all employees are strictly charged with establishing and maintaining a high spirit of cooperation within the department.

##### 3:1.4 Assistance

All members are required to take appropriate action toward aiding a fellow employee exposed to danger or in a situation where danger might be impending.

##### 3:1.5 Performance of Duty

All employees shall promptly perform their duties as required or directed by law, rules and regulations or written directive, or by lawful order of a superior officer.

##### 3:1.6 Action Off-Duty

While off-duty, police officers shall take appropriate action as needed in any police matter that comes to their attention within their jurisdiction as authorized by New Jersey law and department written directive.

While off-duty, police officers who take any police related action or any other action which may touch upon or reflect upon their position with the Pennington Borough Police Department shall notify the highest-ranking officer on duty as soon as possible and shall submit a written report to the Chief of Police as soon as practical.

##### 3:1.7 Obedience to Laws, Ordinances, Rules, and Written Directives

Employees shall obey all laws, ordinances, rules, and written directives of the department.

##### 3:1.8 Withholding Information

Employees shall not, at any time, withhold any information concerning criminal activity or fail to take appropriate action in response to such information.

**3:1.9 Reporting Violations of Laws, Ordinances, Rules, and Written Directives**

Employees knowing of other employees violating laws, ordinances, rules and written directives of the department, shall report same to the Chief of Police through the chain of command. If the employee believes the information is of such gravity that it must be brought to the immediate, personal attention of the Chief of Police, the chain of command may be bypassed.

Employees charged with violating laws or ordinances shall report same immediately to the Chief of Police through the chain of command.

**3:1.10 Neglect of Duty**

Members and employees shall not commit any act, nor shall they be guilty of any omission that constitutes neglect of duty.

**3:1.11 Insubordination**

Employees shall not:

1. Fail or refuse to obey a lawful order given by a supervisor;
2. Use any disrespectful or abusive language/action towards a supervisor.

**3:1.12 Conduct Toward Other Department Employees**

Employees shall treat other department employees with respect. They shall be courteous and civil at all times in their relationships with one another. When on-duty and in the presence of the public, an officer shall be referred to by rank.

**3:1.13 Compromising Criminal or Traffic Cases/Investigations**

Employees shall not interfere with the proper administration of justice.

**3:1.14 Recommending Attorney and Bail Bond Brokers Prohibited**

Employees shall not suggest, recommend, or advise the retention of any attorney or bail bond broker to any person as a result of police business.

**3:1.15 Posting Bail**

Employees shall not post bail for any person in custody, except relatives.

**3:1.16 Use of Force**

Members shall follow New Jersey State Law and department written directive on the use of force.

**3:1.17 Physical and Mental Fitness for Duty**

Police officers are required to be capable of performing the essential functions of their assigned positions without posing a direct threat to their own health and safety, or that of others. Officers, who are aware of any reason why they are incapable of performing the essential functions of their assigned positions without posing a direct threat to their own health and safety, or that of others, shall notify their supervisors. The department reserves the right to take appropriate action in such circumstances, which may include deeming the member unfit for duty, placing the employee on sick leave status, or other action. The department reserves the right in appropriate cases to

require medical clearance before allowing the member to return to regular duties. Nothing contained herein shall supersede any current collective bargaining agreements.

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### **3:1.18 Driver's License**

Employees operating department motor vehicles shall possess a valid New Jersey driver's license. Whenever a driver's license is revoked, suspended, or lost the employee shall immediately notify the Chief of Police giving full particulars.

### **3:1.19 Address and Telephone Numbers**

Employees are required to have a telephone or cellular phone in the place where they reside. Changes in address or telephone number shall be reported in writing to the appropriate supervisor within twenty-four (24) hours of the change. Upon receipt of this information, the supervisor will immediately forward the change to the Office of the Chief of Police.

## **3:2 ISSUING ORDERS**

### **3:2.1 Manner of Issuing Orders**

Orders from a supervisor to a subordinate shall be in clear and understandable language.

### **3:2.2 Unlawful Orders**

No supervisor shall knowingly issue an order, which is in violation of any law or ordinance.

### **3:2.3 Improper Orders**

No supervisor shall knowingly issue an order, which is in violation of any department rules and regulations or written directive.

## **3:3 RECEIVING ORDERS**

### **3:3.1 Questions Regarding Orders**

Employees, in doubt as to the nature or detail of an order, shall seek clarification from their supervisors by going through the chain of command.

### **3:3.2 Obedience to Unlawful Orders**

Employees are not required to obey any order, which is contrary to any law or ordinance. Responsibility for refusal to obey rests with the employee, who will be required to justify the refusal to obey.

### **3:3.3 Obedience to Improper Orders**

Employees, who are given any order which is contrary to department rules and regulations or written directive, must first obey the order to the best of their ability, and then report the improper order as provided in 3:3.5.

### **3:3.4 Conflicting Orders**

Upon receipt of an order, conflicting with any previous order, the employee affected will advise the person issuing the second order of this fact. Responsibility for countermanding the original order rests with the individual issuing the second order. If so directed, the latter order shall be obeyed first. Orders will be countermanded, or conflicting orders will be issued, only when reasonably necessary for the good of the department.

### **3:3.5 Reports of Unlawful or Improper Orders**

An employee receiving an unlawful or improper order shall advise the issuing supervisor of his/her belief that the order in question is unlawful or improper. If the matter is not resolved, the officer shall at first opportunity, report in writing to the next highest-ranking supervisor above the supervisor who issued the unlawful or improper order. Action regarding such a report shall be conducted at the direction of the Chief of Police or designee.

### **3:3.6 Criticism of Official Acts or Orders**

Employees shall not criticize the actions or orders of any department employee in a manner which is defamatory, obscene, or which tends to impair the efficient operation of the department.

## **3:4 POLICE RECORDS AND INFORMATION**

### **3:4.1 Release of Information**

Employees shall not release any information nor reveal any confidential business of the department to the public or the press except as provided in department written directives.

### **3:4.2 Department Records**

Contents of any record or report filed within the department shall not be exhibited or divulged to any person other than a duly authorized police officer, except with the approval of the appropriate supervisor, or under due process of law, or as permitted under department written directives.

### **3:4.3 Reports**

No employee shall knowingly falsify any official report or enter or cause to be entered any inaccurate, false, or improper information on records of the department.

## **3:5 GIFTS, REWARDS, ETC.**

### **3:5.1 Soliciting Gifts, Gratuities, Fees, Rewards, Loans, Etc.**

Except as stated herein, employees shall not under any circumstances solicit any gift, gratuity, fees, rewards, loans, etc. where there is any direct or indirect connection between solicitations and their department membership or employment. All solicitations must stay within the parameters of Federal and State law, directives from the Office of the New Jersey Attorney General and Mercer County Prosecutor's Office. Employees shall not solicit for any organization that in anyway references their employment as an employee of the Borough of Pennington without the knowledge of the Chief of Police or designee pursuant to the standards set forth above. Nothing herein is meant to prevent action authorized by N.J.S.A. 45:17A-18 et seq.



### **3:5.2 Acceptance of Gifts, Gratuities, Fees, Rewards, Loans, Etc.**

Employees shall not accept either directly or indirectly any gift, gratuity, fees, rewards, loans, etc. or any other thing of value arising from or offered because of his police employment or any activity connected with said employment or employment with the Borough or which might tend to influence directly or indirectly the actions of said employee or any other employee in any matter of police business; or which might tend to cast an adverse reflection on the department or any employee thereof. No employee of the department shall receive any gift, gratuity, fees, rewards, loans, etc. from other employees without the express prior written permission of the Chief of Police or designee. Employees shall not accept any gift, gratuity or reward in money or other consideration for services rendered in the line of duty to the community or to any person, business or agency except lawful salary and that which may be authorized by the law and the Chief of Police or designee.

### **3:5.3 Other Transactions**

Every employee is prohibited from buying or selling anything of value from or to any complainant, suspect, witness, defendant, prisoner, or other person involved in any case which has come to his attention, or which arose out of his department employment, except as may be specifically authorized by the Chief of Police or designee.

### **3:5.4 Disposition of Unauthorized Gifts and/or Gratuities**

Any unauthorized gift, gratuity, loan, fee, reward, or other object coming into the possession of any employee shall be forwarded to the Chief of Police or designee together with a written report explaining the circumstances.

### **3:5.5 Debts - Incurring and Payment**

1. No employee shall borrow any money or otherwise become indebted to any other employee.
2. Employees shall not solicit other members or employees to co-sign or endorse any promissory note or other loan.
3. No employee shall offer to act as a co-signer or endorser of any promissory note or other loan for another employee.
4. Paragraphs 1-3 do not apply to transactions among employees related to each other.
5. Employees shall promptly pay all just debts and legal liabilities incurred by them.

### **3:5.6 Intercession – Soliciting**

Employees shall not attempt to circumvent, undermine or improperly influence department procedures for determining promotions, assignments, disposition of disciplinary charges, appeals from department hearings, or related matters. Examples of circumventing, undermining or improperly influencing such procedures include, but are not limited to, soliciting unauthorized persons to intercede in such procedures, communicating or supplying information in a manner not authorized or permitted under such procedures, refusing to participate and/or cooperate in any investigation into alleged improper behavior. Members and employees may utilize the review, appeal and grievance procedures provided by statute, department rules and procedures, Borough ordinance or policy, and collective bargaining agreements. Nothing in this section shall prohibit employees from lawful consultation with attorneys and union representatives. Any lawyer or

union representative consulted shall not be permitted to speak on behalf of the employee shall not interfere in any investigatory process, including a prohibition against delaying the process.

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### **3:6 ALCOHOLIC BEVERAGES AND DRUGS**

#### **3:6.1 Alcoholic Beverages and Drugs**

1. No employee of the department will appear for, or be on duty, under the influence of an alcoholic beverage (any beverage containing alcohol) (hereinafter "alcohol") or illegal drugs (including the illegal use of prescription drugs) (hereinafter "drugs") or be unfit for duty because of use of drugs or an alcoholic beverage. The reasonable opinion of a supervising officer that the employee is under the influence of/ or has alcohol or drugs in the employee's system shall be sufficient to establish a violation of this provision. In addition, the presence of detectable level of alcohol or drugs as tested by blood, urine or other medical test shall constitute a violation of this provision. Superior officers shall not assign to duty any employee in an unfit condition due to the use of alcohol or drugs and shall immediately relieve of duty and service weapon any employee found on duty in such condition. Supervisors shall not allow to remain on duty, any employee whose fitness for duty is questionable due to the use of alcohol or drugs. The superior officer shall submit a written report of the incident to the Chief of Police or designee. (See Procedures for Employees Using Prescription Drugs in a Legal Manner Under Section 3 below)
2. Employees of the department shall not drink alcohol while on duty, or take any drug as defined herein, except on special assignment authorized by the Chief of Police. Sworn employees shall not drink alcohol or take drugs while in uniform or during any activity where the employee is acting as a representative or has identified himself as an employee of the Department. An employee, while assigned to duty in civilian clothes, may use alcohol or drugs only when necessary in the performance of duty, provided such use does not render them unfit for proper and efficient performance of duty. Employees should not, to the extent possible, engage in any behavior that could put him/herself in danger or the public in danger after consuming alcohol or drugs, for example, driving. All use of alcohol or drugs used in the performance of an employee's duty must be documented in writing, detailing the reasons therefore and the amounts consumed as soon as possible after such consumption. An employee may be subject to testing to confirm the level of alcohol/drugs in their system.
3. Taking Prescription or other Medication While on Duty/Notification about Medication – Pursuant to the Americans with Disabilities Act, 42 U.S.C. §12112, ("ADA") employees of the department shall disclose to the Chief of Police that they are taking medication (prescription or non-prescription) that may affect their ability to perform their duties, including but not limited to using a firearm, operating a radio, or operating a motor vehicle. Such employee shall also disclose the expected duration of their use of such medication. Medical information may be disclosed to supervisors where they need such information to provide a reasonable accommodation or to meet an employees work restrictions. The department reserves the right in appropriate cases to require medical clearance before allowing the employee to return to regular duties. The department reserves the right to take appropriate action in the case of any employee who is impaired on duty for any reason, including the use of prescription or non-prescription medication who has failed to give proper advance notification.
4. Alcohol may not be consumed at or in the police station or ancillary facilities.

5. No uniformed employee shall, at any time when in uniform, or any part thereof, except in the performance of duty, enter any place in which alcohol is served or sold, unless authorized by a supervisor. This provision does not include establishments with a separate dining area where the serving of alcohol is not the primary function (e.g., certain diners and restaurants which have a liquor license). If an employee is unclear whether an establishment would violate this section, he should contact his supervisor. Item 3.
6. Employees shall not bring into or keep any alcohol or drugs on department premises except when necessary in the performance of a police related task. Alcohol or drugs brought into department premises in the furtherance of a police related task shall be properly identified and stored according to department written directives.
7. Any employee reporting for duty with the odor of alcohol on his breath or appearing to be under the influence may be subject to testing as set forth in Section 3:6.1.
8. No liquor license shall be held by any police officer, or by any profit corporation or association in which any police officer is interested, directly or indirectly.
9. Pursuant to law, members of the Pennington Borough Police Department may not be employed by a business located in the Borough, which is licensed to sell alcoholic beverages in New Jersey. Members of the Pennington Borough Police Department may be employed by such licensed businesses, which are located outside the Borough of Pennington with prior notice to the Chief of Police and under the following legal conditions:
- a. Police officers so employed shall not, while engaged in the selling, serving, possessing or delivering of any alcoholic beverages: (1) have in his possession any firearm, or; (2) wear or display any uniform, badge or insignia which would identify them as a police officer.
  - b. No police officer so employed shall be permitted to work in excess of twenty-four (24) hours per week in any such establishment.

When a licensee has circumstances that require the use of trained police officers to provide crowd or traffic control or security for money, the municipality may assign regular police officers to the licensed premises for these purposes. The municipality may either bill the licensee for such cost or may require the licensee to prepay for the services. In no event, however, may the licensee directly hire or pay these police officers. (See N.J.A.C. 13:2-23.31; N.J.S.A. 33:1-26.1).

The Chief of Police or designee retains the right to advise any police officer that for the good of the department or for other operational reasons (including but not limited to the ability to work overtime), the officer cannot obtain or retain such employment.

### **3:6.2 Substance Testing**

1. Members will be ordered to submit to drug testing when there is a reasonable suspicion to believe that the member is using drugs illegally, in accordance with the Office of the New Jersey Attorney General's Guidelines on Drug Testing and any policy mandated by the Mercer County Prosecutor.
2. Random drug screening shall be ordered by the Chief of Police from time to time. If the Chief of Police orders random drug screening it shall be in accordance with the Office of the New Jersey Attorney General's Guidelines on Drug Testing and any policy mandated by the Mercer County Prosecutor.

### **3:7 DUTY CONDUCT**

#### **3:7.1 Reporting for Duty**

Employees shall report for duty at the time and place specified, properly uniformed and equipped.

#### **3:7.2 Absence from Duty**

Every member who fails to appear for duty at the date, time and place specified without the consent of competent authority, is "absent without leave". Such absence must be reported in writing to the supervisor immediately. Supervisors shall immediately report to their supervisor in writing any employee who is absent without leave. Absences without leave in excess of one day must be reported in writing to the Chief of Police or designee. Except as otherwise provided by law, any member who is absent from duty without just cause or leave of absence, for a continuous period of 5 days shall cease to be a member of the Department, pursuant to N.J.S.A. 40A:14-122.

#### **3:7.3 Harassment in the Workplace**

All employees of the department shall adhere to the written directive established by the Chief of Police and the Borough of Pennington regarding Harassment in the Workplace.

#### **3:7.4 Civil Rights**

All employees shall observe and respect the civil rights of all persons.

#### **3:7.5 Work Expectation**

Employees are expected to perform their duties to the best of their abilities at all times.

#### **3:7.6 Retaliation**

No employee shall take any official action or initiate or engage in any conduct with the intention to retaliate against any person for criticizing or complaining about any employee. This shall not apply to situations where employees are disciplined for engaging in actions, which constitute insubordination.

#### **3:7.7 Personal Relationships**

If a supervisor and subordinate enter into a dating relationship, marital relationship or civil union during the course of employment, and the department reasonably believes the relationship may create a conflict of interest, one of the employees may be transferred to another shift or assignment. A supervisor or subordinate involved in a relationship as described within shall report the relationship to the Chief of Police or designee. Failure to report such a relationship may subject the involved employees to discipline.

#### **3:7.8 Smoking**

P.L. 2009, C.182 "NJ Smoke-Free Air Act" approved July 20, 2010, provides for an employer's obligation to establish a policy protecting the health, welfare and comfort of employees from those employees who smoke tobacco, to include electronic smoking devices. That written directive must establish designated non-smoking areas. It is the policy of this department not to allow smoking in any office or vehicle assigned to the Pennington Borough Police Department.

Employees desiring to smoke may do so outside or in an area designated for smoking. It is the rule of this department not to allow smoking in any designated crime scene area.

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### **3:7.9 Distracters**

The use of any item or object that distracts an employee from the performance of duty other than equipment authorized by the department is prohibited while on duty.

### **3:7.10 Relief**

Employees are to remain at their assignments and on duty until properly relieved by other employees or until dismissed by competent authority.

### **3:7.11 Meals/Breaks**

All meals/breaks are to be consumed within authorized areas, or if properly signed out and acknowledged on police radio at a known location subject to modification by the supervisor.

### **3:7.12 Training**

Employees shall attend training at the direction of the appropriate supervisor. Such attendance is considered a duty assignment, unless the prevailing collective bargaining agreements provides otherwise.

### **3:7.13 Military Courtesy**

When meeting in public, officers shall conform to normal courtesy standards and refer to each other by rank.

### **3:7.14 National Colors and Anthem**

Uniformed members will render full military honors to the National Colors and Anthem at appropriate times. Members and employees in civilian dress shall render proper civilian honors to the National Colors and Anthem at appropriate times.

### **3:7.15 Inspections**

Employees directed to attend full dress inspections shall report in the uniform prescribed, carrying the equipment specified. Unauthorized absence from such inspection shall be considered absence without leave.

### **3:7.16 Prohibited Activity On-Duty**

Employees who are on-duty are prohibited from engaging in activities, which are not directly related to the performance of their duty with exceptions as noted:

1. Meeting with other officers (except in performance of their police duties) without permission of supervisor, sleeping, loafing, idling;
2. Reading material other than department required materials (except at meals);
3. Conducting private business while on duty;
4. Unlawful gambling, unless to further a police purpose such as conducting an investigation of suspected criminal activity as authorized through the chain of command;

5. Smoking in public view;
6. Sexual activity of any kind;
7. Pursuing personal relationships with or without coercion created by an officer's official authority;
8. Soliciting or otherwise enhancing secondary employment interests while on duty or as a result of an official duty;
9. Conducting secondary employment activities while on duty;
10. Taking any photographs, pictures, digital images that are not related to the job, including but not limited to pictures of any crime scenes, traffic crashes, people, or job-related incidents or occurrence with any personal analog or digital device, camera or cellular telephone, except as may be necessary for the furtherance of official duties, and only in accordance with established department procedures pertaining to preservation of evidence and chain of custody;
11. Releasing any personal or department photographs, pictures, digital images of any crime scenes, traffic crashes, people, or job-related incident or occurrence taken with a personal or department analog or digital device, camera or cellular phone to any person, entity, business, or media/Internet outlet without the express written permission of the Chief of Police or designee;
12. Video or audio recording, which is not connected with an official investigation or duties, is prohibited;
13. Employees are forbidden to video or audio record conversations with other employees unless related to the job and approved in advance by the Chief of Police or designee. This prohibition does not apply to video recorded interviews of witnesses or suspects where two or more employees may be present, the routine recording of telephone calls over or through the department telephone system via any recording system approved by the Chief of Police or designee. The exception to this is for an Internal Affairs investigation as authorized by the Chief of Police or designee or representatives of the involved prosecutorial authorities.
15. Any other activity deemed inappropriate by the Chief of Police.

### **3:7.17 Availability While on Duty**

Employees while on duty shall not conceal themselves except for some police purpose. They shall be immediately and readily available to the public during duty hours.

### **3:7.18 All Other Conduct**

Misconduct by a police officer need not be predicated on the violation of any particular department rule or regulation. Police officers are called upon to exercise tact, restraint and good judgment in their relationship with the public and must present an image of personal integrity and dependability in order to have the respect of the public. The department will take appropriate disciplinary action against any officer whose actions violate this standard of good behavior.

**3:8.1 Regulation Uniforms Required**

All uniformed personnel of the department shall maintain in good order a regulation uniform. All uniformed personnel shall be neat appearing, and well-groomed while in uniform. All articles of uniform shall conform to the department uniform regulations. Uniforms shall be made of the material and the style prescribed in police orders, and such style shall not be altered or changed in any manner, whatsoever, unless authorized by the Chief of Police or designee.

**3:8.2 Manner of Wearing the Uniform**

All uniformed personnel of the department shall wear the uniform on duty as prescribed by department written directive for the employee's current assignment. However, supervisors may prescribe other clothing as required by the nature of the duty to which a particular employee is assigned.

**3:8.3 Manner of Wearing Civilian Attire**

Members and employees permitted to wear civilian clothing while on duty shall wear clothing that is suitable for a business environment and neat in appearance. Supervisors may prescribe other types of clothing when necessary to meet a particular police objective.

**3:8.4 Wearing or Carrying Identification**

Members shall wear or carry their department identification at all times, provided that it is practical for the circumstances.

**3:8.5 Identification as Police Officer**

Except when impractical or where the identity is obvious, police officers shall identify themselves by displaying the official badge or identification card before taking police action.

**3:8.6 Personal Appearance**

Every employee of the department, while on duty, must at all times be neat and clean in person, their clothes cleaned and pressed, and their uniform in conformity with the rules and regulations of this department. Supervisors may prescribe other clothing as required by the nature of the duty, which a particular member is assigned. Non-uniformed employees may be permitted deviations from this section as directed by the Chief of Police or designee and in keeping with a professional appearance.

**1. Male Employees**

- a. Hair shall be neatly trimmed and groomed. Hair shall be cut to present a tapered appearance on the side and back and when combed, shall not fall over the ears or eyebrows, or extend over the shirt or coat collar when standing with the head in a normal position. There shall be no designs cut into the head hair. Designs such as numbers, insignias, or other inscriptions are strictly forbidden. Hair coloring, if used, must appear natural.
- b. Sideburns shall not extend below the bottom of the earlobe. The width shall not exceed one and one quarter inches at the broadest point. The growth shall not be more than a quarter inch in depth.

- c. Mustaches shall be neatly trimmed, and the extent of the growth shall be limited to being even with the line of the corner of the mouth. Length of the hair shall be no more than one quarter inch, nor appear bushy. The ends may not be waxed or twisted.
- d. Beards shall not be permitted. Personnel with a medical condition, which precludes shaving, shall be required to present a written statement, signed by a medical doctor, verifying such condition. Beards may be permitted for religious reasons upon approval of the Chief of Police. Non-uniformed employees may deviate from the above beard standard as authorized by the Chief of Police. This regulation does not prevent the Chief of Police from authorizing deviation for fund raising purposes, such as (No Shave November).
- e. Hair growing from the chest, neck, ears or nose shall be neatly trimmed. Chest hair shall not extend over the collar, tie or exposed t-shirt.
- f. Fingernails shall be clean and trimmed. Nails shall not extend beyond the tips of the fingers.

## 2. **Female Employees**

- a. Hair shall not be worn longer than the bottom of the shirt or coat collar at the back of the neck when standing with the head in a normal position. Hair may be worn slightly over the ears, but in no case shall the bulk or length of hair interfere with the wearing of the authorized uniform headgear. A bun or twist will be permitted on the back of the head, provided it is worn in a neat manner and does not interfere with the wearing of department headgear. No ribbons or ornaments shall be worn in the hair except for neat inconspicuous bobby pins or conservative barrettes, which blend with the hair color. Hair coloring, if used, must appear natural.
- b. Cosmetics may be worn provided they are subdued and blended to match the natural skin color of the individual. False eyelashes are not permitted.
- c. Fingernails shall be clean and trimmed. Nails shall not extend beyond the tips of the fingers.

## 3. **Jewelry and Apparel (All)**

- a. Police Officers on duty shall not wear loose fitting jewelry which may be grasped during a struggle, or which can inflict injury or retard the mobility of the officer. This provision shall not prohibit non-uniform employees on duty from wearing jewelry appropriate for the conditions of their current assignment in accordance with department written directive.
- b. No visible body piercing jewelry shall be worn while on duty. This shall include but not limit to nose, eyebrow and tongue piercing.

## 4. **Tattoos or Similar Markings (All)**

### Definitions:

- a. Tattoo - the act or practice of marking the skin with designs, forms, figures, art, etc.



- b. Scarification - the act of intentional cutting of the skin for the purpose of creating design, form, figure or art.
- c. Branding - the act of intentional burning of the skin for the purpose of creating a design, form, figure or art.

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The following tattoos, scarifications and brands are prohibited:

- a. Any tattoo, scarification or brand located on the hand, head, face or neck. The Chief of Police reserves the right to require an officer to cover up a tattoo(s) while the officer is in uniform.
- b. Depictions of nudity or violence; sexually explicit or vulgar art, words, phrases or profane language; symbols likely to offend other members, employees, or members of the public, i.e., swastikas, pentagrams or similar symbols; initials, acronyms or numbers that represent criminal or historically oppressive organizations, (i.e., AB, KKK, SS, MM, BGF, HA, 666) or any street gang names, numbers and/or symbols; or, any language or depiction that may impair or disrupt the operations of the department, or is inconsistent with the mission of the department.

### **3:9 DEPARTMENT EQUIPMENT AND PROPERTY**

#### **3:9.1 Equipment On-Duty**

Employees shall carry all equipment on-duty as prescribed by department written directive based on their assignment.

#### **3:9.2 Equipment Off-Duty**

Employees shall carry equipment off-duty as prescribed by department written directive.

#### **3:9.3 Firearms**

Employees shall follow department written directive on the care and handling of firearms.

#### **3:9.4 Department Property and Equipment**

All law enforcement related equipment will be maintained in an operational state and that responsibility of the maintenance of the equipment is vested with the person or position responsible for the equipment.

#### **3:9.5 Use of Department Property and Equipment**

Employees are prohibited from using any department property, equipment, consumable supplies and other resources for personal business or pleasure.

#### **3:9.6 Damaged or Inoperative Property or Equipment**

Employees shall immediately report to their supervisors any loss of or damage to department property assigned to or used by them. The supervisor shall also be notified of any defects or hazardous conditions existing in any department equipment or property.

**3:9.7 Care of Department Buildings**

Employees shall not mark or deface any surface in any department building. No material shall be affixed to any wall in department buildings without specific authorization from the appropriate supervisor.

**3:9.8 Notices**

Employees shall not mark, alter, or deface any posted notice of the department. No notices or announcements shall be posted on bulletin boards without permission of the appropriate supervisor, except those areas designated for use by the collective bargaining unit(s). No other form of communication of notices or announcements, including electronic communication of non-official police business shall be made unless authorized by the appropriate supervisor. No notices, pictures or other written communications may be posted that are degrading, obscene, or considered detrimental to the good order of the Police Department.

**3:9.9 Use of Department Vehicles**

Employees shall not use any department vehicle without the permission of the Chief of Police or his/her designee.

**3:9.10 Operation of Department Vehicles**

When operating department vehicles, employees shall not violate traffic laws, except in cases of emergency and then only in conformity with state law and department written directive regarding same.

**3:9.11 Transporting Non-Borough Employees**

Non-Borough employees shall not be transported in department vehicles, except as necessary in the performance of official police duties. Such transportation will be done in conformance with department written directive or at the direction of the immediate supervisor or communications center.

**3:9.12 Reporting Accidents**

Accidents involving department personnel, property, equipment and vehicles must be reported in accordance with department written directive.

**3:9.13 Inspection**

Department property and equipment is subject to entry and inspection without notice. This includes, but is not limited to any vehicle, desk, filing cabinet, and/or locker, the use of which is provided to the employee by the department.

**3:9.14 Liability**

If any department property is damaged or lost as result of misuse or negligence by an employee, that employee will be held liable to reimburse the department for the damage or loss and is subject to disciplinary action.

### **3:9.15 Presumption of Responsibility**

In the event that Borough of Pennington property is found bearing evidence of damage which has not been reported, it shall be prima-facie evidence that the last person using the property or vehicle was responsible.

### **3:9.16 Surrender of Department Property**

1. Upon Separation from the Department - Employees are required to surrender all department property in their possession upon separation from the service. For failure to return a non-expendable item, the employee will be required to reimburse the department for the fair market value of the article.
2. Under Suspension - Any employee under suspension shall immediately surrender their identification, firearm (if applicable), and all other department property to the appropriate supervisor pending disposition of the case.

## **3:10 COMMUNICATIONS, CORRESPONDENCE**

### **3:10.1 Restrictions**

1. Employees shall not use department letterheads for private correspondence.
2. Employees shall only send official correspondence out of the department under the direction of the Chief of Police or his/her designee. This includes, but is not limited to, letters, subpoenas, e-mails, memorandums, and any other type of paper or electronic written communication.

### **3:10.2 Forwarding Communications**

Any employee who receives a written communication for transmission to another employee shall forward same without delay.

### **3:10.3 Use of Department Address**

Employees shall not use the department as a mailing address for private purposes. The department address shall not be used for any private vehicle registration or driver's license.

### **3:10.4 Telephones**

Department telephone equipment may not be used for personal use involving toll charges without the express approval of a supervisor. Department telephone numbers may not be given out as numbers for police officer's personal use or contact.

### **3:10.5 Radio Discipline**

Employees operating the police radios shall strictly observe the procedures and restriction for such operations as set forth in department written directive and by the Federal Communications Commission.

### **3:11 PUBLIC ACTIVITIES**

#### **3:11.1 Publicity**

Employees may identify themselves as employees of the Pennington Borough Police Department. However, members and employees shall not use or refer to their affiliation with the Pennington Borough Police Department for purposes of furthering or gaining advantage in personal pursuits or for any other reason that has or reasonably may have an adverse impact on the department or of the Borough of Pennington. The Chief of Police shall determine whether an employee's conduct has violated this standard. Nothing herein is meant to prevent action authorized by N.J.S.A. 45:17A-18 et seq. or the New Jersey State Constitution.

#### **3:11.2 Commercial Testimonials**

Employees shall not permit their names or photographs to be used to endorse any product or service without the permission of the Chief of Police. They shall not, without the permission of the Chief of Police, allow their names or photographs to be used in any commercial testimonial, which alludes to their position or employment with this department or their position as a police officer or employee of a police department.

#### **3:11.3 Public Appearance Requests**

All requests for public speeches, demonstrations, etc., will be forwarded to the Chief of Police for approval and processing. Employees directly approached for this purpose shall suggest that the party submit his request to the Chief of Police.

#### **3:11.4 Courtesy**

Employees shall be courteous and orderly in all dealings with the public. They shall perform their duties professionally, avoiding harsh, violent, profane or insolent language, and always remain calm regardless of provocation to do otherwise. Upon request, employees are required to supply their name and identification in a courteous manner. They shall attend to requests from the public quickly and accurately, avoiding unnecessary referral to other parts of the department.

#### **3:11.5 Impartial Attitude**

All employees must remain completely impartial toward all persons coming to the attention of the department. Violations of the law are against the people of the state and not against the individual officer. All citizens are guaranteed equal protection under law. Exhibiting partiality for or against a person because of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, domestic partner or civil union status, familial status, liability for service in the Armed Forces of the United States, disability, atypical hereditary cellular or blood trait, genetic information, nationality, pregnancy or other protected class (N.J.S.A. 10:5-1 et seq.) is conduct unbecoming a public employee. Similarly, unwarranted interference in the private business of others when not in the interests of justice is conduct unbecoming a public employee.

#### **3:11.6 Disparaging Comments Regarding Protected Personal Characteristics**

Courtesy and civility toward the public is required of all employees of the department. Employees shall not use words which humiliate, disparage, demean, degrade, ridicule, or insult a person because of their race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, domestic partner or civil union status, familial status, liability for service in the Armed Forces of the United States, disability, atypical

### **3:11.7 Public Statements**

Employees of the department shall not make public statements concerning the work, plans, policies, or affairs of the department which may impair or disrupt the operation of the department, or which are obscene, unlawful, or defamatory. While employees have a right to maintain personal webpages, websites, and blogs, their status as employees of the police department requires that the content of those webpages and websites not be in violation of existing department written directives. The right of the collective bargaining unit(s) representative to make public statements regarding the improvement of working conditions or the betterment of the department shall be upheld.

### **3:11.8 Subversive Organizations**

No employee shall knowingly become a member of or connected with a subversive organization, except when necessary in the performance of duty, and then only under the direction of the Chief of Police or designee.

### **3:11.9 Affiliation with Certain Organizations Prohibited**

Police officers shall not join or affiliate with any organization or enter into any business relationships that would interfere with the officer's ability to fulfill his or her obligations to the department, that may impair or disrupt the operations of the department, or that is inconsistent with the mission of the department. This section shall not apply to active or reserve service in the armed forces of the United States or the State of New Jersey.

### **3:11.10 Affiliation with Radical Groups**

No employee, except in the discharge of police duties, shall knowingly associate with or have any dealings with any person or organization which advocates, or which is instrumental in fostering hatred, prejudice, or oppression against any group set forth in Section 3:11.7 or any political entity.

## **3:12 POLITICAL ACTIVITIES**

### **3:12.1 Political Activities Prohibited**

Members shall not actively engage in political campaigns and activities, while in uniform or on duty. Employees shall not directly or indirectly use or attempt to use their official position to influence the political activity of another.

### **3:12.2 Election to Public Office**

Police officers may run for public office, but may not campaign, nor engage in any activity connected with candidacy for such office, during any tour of police duty.

### **3:12.3 Soliciting Prohibited**

Employees of the department shall not solicit contributions for political purposes while on duty or when such activity prevents the employee from performing his job with the department, nor shall any employee interfere with or use the influence of his office for political reasons.

### **3:12.4 Contributions**

Employees may contribute funds or any other thing of value to candidates for public office subject to the provision of law governing such contributions.

### **3:12.5 Polling Duties**

Members shall not engage in any polling duties while on-duty. Any member working at a polling place while off duty shall not have an exposed firearm or exhibit ANY evidence of his employment as a police officer.

### **3:12.6 Displaying of Political Material**

Employees shall not display any political material on any government property or on their person while on duty or in uniform or while representing the department or the Borough.

## **3:13 JUDICIAL APPEARANCE AND TESTIMONY**

### **3:13.1 Court Appearances**

Employees must attend court or quasi-judicial hearings as required by a subpoena. Permission to omit this duty must be obtained from the prosecuting attorney handling the case or other competent court official. When appearing in court, either the official uniform or appropriate business attire shall be worn. Weapons will not be displayed unless wearing the uniform. Members shall present a neat and clean appearance, avoiding any mannerism, which might imply disrespect to the court.

### **3:13.2 Testifying for the Defendant**

Any employee subpoenaed to testify for the defense in any trial or hearing, or against the Borough of Pennington in any hearing or trial shall notify the Chief of Police or designee through the chain of command upon receipt of the subpoena. He shall also notify the appropriate prosecutorial authority handling the case.

### **3:13.3 Duty of Employees to Appear and Testify**

It shall be the duty of every employee to appear and testify upon matters directly related to the conduct of his office, position or employment before any court, grand jury, or the State Commission of Investigation, provided such testimony does not infringe on the employee's constitutional due process protection.

### **3:13.4 Department Investigations – Testifying**

Employees shall be required to respond to questioning, provide reports, and render materials during department investigations in accordance with the provisions of the New Jersey Attorney General's Internal Affairs Policy & Procedures currently in effect.

### **3:13.5 Truthfulness**

Employees are required to be truthful at all times whether under oath or not.

### **3:13.6 Civil Action, Court Appearances – Subpoenas**

An employee shall not volunteer to testify in civil actions and shall not testify unless legally subpoenaed. Employees will accept all subpoenas legally served. If the subpoena arises out of department employment or if the employee is informed that he is a party to a civil action arising

out of department employment, he shall immediately notify the Chief of Police or designee, who turn shall notify the proper authorities. Employees shall not enter into any financial understanding for appearances as witnesses prior to any trial, except in accordance with department directives.

Item 3.

### **3:13.7 Civil Depositions and Affidavits**

Employees shall notify their supervisor before giving a deposition or affidavit on a civil case. If the supervisor determines that the case is of importance to the Borough of Pennington, he shall inform the Chief of Police or designee before the deposition or affidavit is given.

### **3:13.8 Civil Action, Expert Witness**

Employees shall not volunteer or agree to testify as expert witnesses in civil actions without the prior written approval of the Mercer County Prosecutor and the Chief of Police or designee.

### **3:13.9 Civil Process**

Members shall not serve civil process or assist in civil cases unless the specific consent of the Chief of Police or designee is obtained. They shall avoid entering into civil disputes, particularly while performing their police duties, but shall prevent or abate a breach of the peace or crime in such cases.

### **3:13.10 Internal Affairs Investigations**

The Pennington Borough Police Department hereby adopts and incorporates the "Internal Affairs Policy & Procedures" of the Police Management Manual promulgated by the Police Bureau of the Division of Criminal Justice in the Department of Law and Public Safety to govern the conduct of internal affairs investigations.

## CHAPTER 4

### DISCIPLINARY REGULATIONS

#### 4:1 DISCIPLINARY ACTION

##### 4:1.1 Disciplinary Action

Department employees regardless of rank or assignment, shall be subject to disciplinary action, according to the nature or aggravation of the offense, for violating their oath and trust by committing an offense, incapacity, misconduct or disobedience of established department Rules and Regulations punishable under the laws or statutes of the United States, the State of New Jersey, municipal ordinances, or failure, either willfully or through negligence or incompetence to perform the duties of their rank of assignment; or for violation of any written directive or rule or regulations of the department; or for failure to obey any lawful instruction, order, or command of a superior or supervisor. Disciplinary action in all cases will be decided on the merits of each case.

The disciplinary system established herein shall reflect the overarching emphasis for improving the quality of service being delivered by employees of this department. Discipline should not engender a strictly negative connotation. The disciplinary process is meant to correct employee actions and conduct that tend to impede the efficient and effective operation of the department. The proper use of discipline can achieve this objective without realizing a reduction in morale. Training and counseling shall be a function of the department's overall disciplinary system. In lieu of discipline, training and counseling shall be corrective actions used to modify an employee's performance.

##### 4:1.2 Establishing Elements of Violation

Existence of facts establishing a violation of the law, ordinance, or rule is all that is necessary to support any allegation of such as a basis for disciplinary action. Nothing in these rules and regulations prohibits disciplining or charging employees merely because the alleged act or omission does not appear herein, in the department, or in laws and ordinances within the cognizance of the department.

#### 4:2 DEPARTMENT AUTHORITY FOR CORRECTIVE ACTION/DISCIPLINE

All disciplinary procedures shall be in accordance with the laws of the State of New Jersey, Attorney General Guidelines, applicable case law, the Borough of Pennington Policies and Procedures Manual, and the Municipal Codes of the Borough of Pennington. Except as otherwise provided by applicable law, the department disciplinary authority and responsibility rests with the Chief of Police. Basic guidelines include:

##### 4:2.1 Corrective Action

1. In certain situations, formal discipline is not required in order to correct employee performance in various areas. Performance based issues may be corrected by using training and counseling outlined below:

Training - Training is encouraged as a means of improving employee effectiveness and performance through positive and constructive methods. Training and discipline are not mutually exclusive. Certain minor offenses may be handled through targeted training. Supervisors have an affirmative obligation to observe the conduct and appearance of



employees and detect those instances wherein corrective action (training) may necessary. Training includes:

Item 3.

- Verbal Instruction - The supervisor may, depending on the circumstances, provide individual on the spot training where such is indicated.
- Peer Training - The supervisor may assign the employee to another employee with experience in the area where training is indicated.
- In-Service Training - The supervisor may refer the employee to an in-service training program.

Counseling - Counseling is indicated where personal actions or job performance are in conflict with basic police practice and agency written directives. Certain first offenses are sufficiently minor in nature and may be handled by supervisors by documenting the counseling session on a performance notice. Facts to be considered in making these decisions will include, but are not limited to the person's intent, receptivity of the supervisory consulting and their desire to correct the problem. More serious infractions may indicate the need for a stronger response in place of, or in addition to, counseling. There is no right to a hearing for counseling notices except as may exist under applicable collective bargaining agreements. The final disposition notice regarding the corrective action shall be filed in the employee's personnel file.

2. All training and counseling resulting from a performance issue shall be documented and forwarded through the appropriate chain of command to the Chief of Police or designee.

#### **4:2.2 Discipline**

1. Repeat performance-based issues or minor misconduct issues may be corrected through formal discipline by using the following actions:

Oral Reprimand - They are intended to be the least intrusive form of discipline. To be effective, however, documented oral reprimands must be timely. Otherwise, the employee may believe future infractions will be tolerated. In some cases, a minor infraction may warrant more than counseling, but less than a written reprimand. In those instances, a report of the offense shall be documented and issued to the employee as a written verbal reprimand. There is no right to a hearing for a documented oral reprimand, unless provided for in the current collective bargaining agreement. The disciplinary document shall be filed in the employee's personnel file.

Written Reprimand - In some cases, the misconduct may warrant more stringent measures. In these instances, a report of the offense shall be documented and issued to the employee as a written reprimand. There is no right to a hearing for written reprimands unless provided for in the current collective bargaining agreement. The final disposition notice regarding the discipline shall be filed in the employee's personnel file.

2. Serious violations and those committed as one in a series of repeated violations require swift and certain punitive measures in order to maintain proper discipline within the department. The final disciplinary action notice shall be filed in the employee's personnel file pursuant to department policy. The following disciplinary actions may be taken in accordance with the laws of the State of New Jersey:

- Voluntary surrender of time off in lieu of other action;

- Suspension or Fine;
  - Demotion in rank;
  - Dismissal.
3. Such actions are taken when an employee's performance deficiency is repeated despite prior corrective action, or when a violation is serious and significant enough to require punitive action. Depending upon the seriousness of the violation, punitive disciplinary action may not always be based upon the progressive disciplinary process. It may be necessary to utilize punitive disciplinary action with the first occurrence of an act or behavior.
  4. All punitive actions applied as a result of discipline shall be documented and forwarded through the appropriate chain of command to the Chief of Police or designee. The disciplinary document shall be filed in the employee's personnel file.

#### **4:2.3 Appeals Procedure**

The appeal of discipline or corrective action imposed against an employee may be taken consistent with laws of the State of New Jersey and/or the grievance procedures of the current collective bargaining agreements, ordinances and/or the Borough of Pennington Policies and Procedures Manual.



**BOROUGH OF PENNINGTON  
ORDINANCE NO. 2023 - 6**

**ORDINANCE AUTHORIZING AMENDED EMPLOYMENT AGREEMENT  
WITH DOUGLAS M. PINELLI AS CHIEF OF POLICE**

**WHEREAS**, by Ordinance 2020-14 adopted on September 8, 2020 and published September 11, 2020, Borough Council of the Borough of Pennington authorized a five-year employment agreement with Douglas M. Pinelli as Chief of Police;

**WHEREAS**, the Borough and Chief Pinelli executed the Agreement on September 11, 2020, to be effective as of May 4, 2020 and remain in effect to and including May 3, 2025 (“Original Agreement”);

**WHEREAS**, Borough Council now seeks to amend this Original Agreement in recognition of Douglas Pinelli’s meritorious service as Chief of Police and, further, to enable the Borough to compete effectively for people of his caliber in an area of critical need;

**WHEREAS**, the principal purpose of amendments to the Original Agreement is to adjust Chief Pinelli’s annual salary during the remaining twenty-nine months of the Original Agreement from January 1, 2023 through May 3, 2025, and except for updated language as appropriate, the substance of all other terms and conditions of the Original Agreement is intended to remain the same, and all accruals of sick, vacation and other leave shall be treated as if the Original Agreement remained in effect:

**WHEREAS**, a true copy of the proposed amended agreement (“Amended Agreement”) is attached to this Ordinance;

**WHEREAS**, the Salary provisions of the Amended Agreement, found in Article VII, establish a formula for computation of annual salary in 2023, 2024 and for the remaining months of 2025, incorporating the percentage increases awarded all salaried personnel not in bargaining units, folding into base salary the Chief’s existing EMT stipend and uniform allowance, and adding a variable additional base salary adjustment each year;

**WHEREAS**, the amended salary provisions will result in salary not to exceed \$134,754 in 2023, \$141,141 in 2024 and 149,383 for the remaining months of 2025;

**NOW, THEREFORE, BE IT ORDAINED**, by Borough Council of the Borough of Pennington, that the attached Amended Agreement is hereby approved and the Mayor, with the attestation of the Borough Clerk, is hereby authorized to enter into the Amended Agreement with Douglas M. Pinelli on behalf of the Borough, effective as of January 1, 2023 and extending through May 3, 2025. .

**AND BE IT FURTHER ORDAINED** that this Ordinance shall be effective upon its passage and publication as provided by law.

Introduced: \_\_\_\_\_  
Advertised: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Published: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Elizabeth Sterling, Borough Clerk

\_\_\_\_\_  
James Davy, Mayor

**BOROUGH OF PENNINGTON**  
**ORDINANCE NO. 2023 - 6**

**ORDINANCE AUTHORIZING AMENDED EMPLOYMENT AGREEMENT**  
**WITH DOUGLAS M. PINELLI AS CHIEF OF POLICE**

**RECORD OF COUNCIL VOTE ON INTRODUCTION**

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

**RECORD OF COUNCIL VOTE ON ADOPTION**

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

**Amended Employment Agreement Between The Borough of Pennington  
and Douglas M. Pinelli Concerning his Service as Chief of Police**

### **Amended Agreement**

**THIS AMENDED AGREEMENT**, entered into on this      day of      , 2023, by and between The Borough of Pennington, in the County of Mercer, New Jersey, and Douglas M. Pinelli, establishes the following amended terms and conditions of his employment in the position of Chief of Police.

The Borough of Pennington and Douglas M. Pinelli hereby agree as follows.

#### **Article I**

##### **Recitals**

The following Recitals state mutual understandings of the Chief of Police and the Borough and form the basis for and are a part of this Amended Agreement.

1. Douglas Pinelli was first employed as a uniformed officer of the Pennington Borough Police Department in 2004.
2. Pursuant to Resolution 2020-5.10, adopted on May 4, 2020, Borough Council of the Borough of Pennington appointed him Chief of Police on an interim basis, subject to entering into a mutually satisfactory employment agreement, including agreement as to salary.
3. On September 11, 2020, the parties entered into an Agreement effective as of

May 4, 2020 for a term of five (5) years through May 3, 2025 (as sometimes referred to hereafter as “Original Agreement”). The within Agreement is intended to satisfy this condition of Douglas Pinelli’s interim appointment and effect his regular appointment as Chief of Police.

4. As required by the Original Agreement, Douglas Pinelli served as Chief of Police on a probationary basis for one year from the date of his appointment, completed all mandatory training, and continued to serve successfully as Chief of Police to date.

5. In recognition of Douglas Pinelli’s meritorious service as Chief of Police and, further, to enable the Borough to compete effectively for people of his caliber in an area of critical need, this Amended Agreement amends and supersedes the Original Agreement. The principal purpose of the Amended Agreement is to adjust Douglas Pinelli’s annual salary during the final twenty-nine months of the Original Agreement, from January 1, 2023 through May 3, 2025. Except for updated language as appropriate, all other terms and conditions of the Original Agreement are intended to remain the same, and all accruals of sick, vacation and other leave shall be treated as if the Original Agreement remains in effect.

6. Douglas Pinelli is hereafter referred to in this Agreement as “Chief of Police” or “Chief.” The Borough of Pennington is referred to as “Borough.”

## **Article II**

### **Completion of Mandatory Training**

Chief of Police has completed successfully the following training courses (“Required Training”).

- a. West Point Command and Leadership course;
- b. Basic Police Supervision sponsored by Somerset Police Academy (or similar);



- c. Advanced Police Supervision sponsored by Somerset Police Academy (or similar);
- d. New Police Chief training sponsored by the New Jersey Attorney General.

### **Article III**

#### **Responsibilities of the Chief of Police**

1. The Chief of Police shall be the head of the police force and shall be directly responsible to Borough Council for the efficiency and routine day to day operations of the police force and, pursuant to policies established by Borough Council, shall:
  - a. Administer and enforce rules and regulations and special emergency directives for the disposition and discipline of the force and its officers and personnel;
  - b. Have, exercise and discharge the functions, powers and duties of the force;
  - c. Prescribe the duties and assignments of all subordinates and other personnel;
  - d. Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;
  - e. Report monthly to Borough Council and make such additional reports as required by Borough Council, in accordance with Section 46-10 of the Borough Code;
  - f. Perform such other law enforcement duties and responsibilities as delegated by Borough Council or as otherwise prescribed by law, including without limitation N.J.S.A. 40A:118 and the lawful ordinances of the Borough, all as may be amended from time to time.
2. Nothing herein shall prevent the appointment by the governing body of committees or commissions to conduct investigations of the operation of the police force, and the delegation to such committees or commissions of such powers of inquiry as the governing

body deems necessary or to conduct such hearing or investigation authorized by law. Nothing herein shall prevent Borough Council or any executive or administrative officer charged with the general administrative responsibilities within the Borough from examining at any time the operations of the police force or the performance of any officer or member thereof. In addition, nothing herein shall infringe on or limit the power or duty of Borough Council to act to provide for the health, safety or welfare of the Borough in an emergency situation through special emergency directives.

3. Chief of Police shall be eligible to hold the position of Emergency Management Coordinator or Deputy Emergency Management Coordinator for the Borough. This activity entails no additional compensation. The Emergency Management Coordinator is responsible for planning, responding to and coordinating efforts of all municipal departments and First Responder organizations during major emergency events in Pennington.

#### **Article IV**

##### **Workweek**

1. Chief of Police agrees to devote the time reasonably necessary for him to perform faithfully the duties and responsibilities of the position of Chief of Police in accordance with his oath and this Agreement. The Chief is considered on duty at all times. The regular workweek of the Chief shall be at least 40 hours per week. In order to accommodate the unpredictable nature of events affecting Chief's duties from day to day, he shall have flexibility in scheduling his time. A portion of the workweek will include regularly scheduled office hours, determined in consultation with the Borough Administrator. The balance of his time will be scheduled as needed to meet the demands of the position. Chief shall log his hours and report

them to the Borough Administrator bi-weekly. Chief shall strive to be a visible presence in the community, in uniform, on a daily basis.

2. Chief of Police shall attend monthly meetings of Borough Council and maintain a close liaison with the various agencies of the Borough and other municipalities with which the Borough shares services, to facilitate coordination of the work of the police force with the work of these other municipal agencies. The Chief shall also establish and maintain relations with school, civic and private organizations, and the general public, to ensure understanding of the requirements of public safety in the Borough and to promote public confidence.

3. Chief will make reasonable efforts to respond to telephone calls, voice mails, text messages and e-mails during scheduled days off and during off hours. Time taken to respond need not be immediate but shall be appropriate in the circumstances. Appropriate staff will be notified during times when communication will be unlikely, such as vacation, travel out of the area and the like. Time associated with these communications will not require additional compensation.

4. It is understood and agreed that the Chief has no statutory or contractual entitlement to overtime.

## **Article V**

### **Paid Detail**

Chief may work Paid Detail only if no other sworn officer in the Department is available and willing to work. The Chief will be compensated for Paid Detail service according to the rate and minimum hours in the then current FOP contract. All Paid Detail worked by the Chief shall be listed separately in monthly reports to Borough Council.

## Article VI

### Sick Leave

1. Sick leave may be used for absence of the Chief due to illness, accident, injury, disability, exposure to contagious disease, or visits to doctors, dentists and other practitioners in their offices. Sick leave may also be used for tending to a serious illness suffered by a member of the immediate family, in the event the illness requires the Chief's personal time and attention. For purposes of this section, an "immediate family member" includes spouse, parent, step-parent, child, step- or foster child, sibling, or any other relative residing in the Chief's household, or the equivalent, if approved in writing by Borough Council. If another person can attend to the needs of an ill family member, use of sick leave is not appropriate.

~~2.~~ Chief shall be entitled to 10 sick days per year. Sick day entitlement shall be computed as if the Original Agreement were still in effect. Sick leave may be used as appropriate in hourly increments. A sick day shall be construed to consist of eight (8) hours. The Chief's hourly rate shall be computed by dividing his base salary by 2,080 hours.

3. Sick leave not utilized during the calendar year shall be accumulated from year to year. The Chief shall also carry forward his balance of unused sick leave accumulated during his service with the Borough to the effective date of this Agreement. Sick leave shall continue to accrue and be carried forward as if the Original Agreement remains in effect.

4. Chief is a member of the Police and Firemen's Retirement System with more than 15 years of service to the Borough. If upon his retirement under that system he has accumulated a minimum of ninety (90) sick days, he will be reimbursed for unused sick time at the rate of

one (1) day of base salary for every three (3) accrued sick days up to a maximum of 90 sick days or 30 days base salary. The Chief shall provide written notice to the Borough Administrator regarding all use of sick time. The Borough reserves the right to request a doctor's note for any sick leave absences in excess of 3 consecutive days or any use of sick leave which establishes a pattern.

5. This Amended Agreement incorporates by reference the Family and Medical Leave Act Policy of the Borough as set forth in the Borough Personnel Policies and Procedures Manual, Policy 4.11, as hereafter may from time to time be amended.

## **Article VII**

### **Workers Compensation/ Disability**

1. Job-related injuries and illnesses are subject to payment of medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. The Borough covers workers compensation benefits through its membership in a Joint Insurance Fund. Any occupational injury or illness must be immediately reported to the Borough Administrator. All required medical treatment must be performed by a Workers Compensation Physician appointed by the Joint Insurance Fund. Payment for unauthorized medical treatment may not be covered under the Act.

2. The Borough will pay, either directly or through JIF, only those benefits that are specifically provided for under the Workers Compensation Act and will not supplement these benefits with additional benefits pursuant to N.J.S.A. 121A:6-8.

3. If Chief is injured in the line of duty and temporarily disabled, the Borough will pay

an amount equivalent to ninety (90) percent of his pay for a disablement period of up to fifty-two (52) weeks, provided the Chief is entitled to Workers Compensation. Payment of this benefit shall not result in Chief receiving take-home compensation (net of deductions) that is greater than his regular take-home compensation without this benefit. Borough shall have the right to monitor the benefits, payments and compensation to ensure equivalence of compensatory payments to base net take-home pay.

4. Immediately following the injury, Chief shall make application for Workers Compensation Temporary Disability Benefits for the injury and shall reimburse the Borough for the payments described in the preceding paragraph by endorsing and delivering to the Borough the Temporary Disability checks received from Workers Compensation immediately upon receipt.

5. If after twenty-six (26) weeks, the Chief is unable to return to duty, he shall be required to present evidence by a certificate of a licensed physician of such inability. The Borough may reasonably require the Chief to present such certificate from time to time. Nothing contained in the Article shall obligate the Borough to make payments beyond fifty-two (52) weeks.

6. If the Borough does not accept the certification of the physician, the Borough shall have the right, at its own cost, to require the Chief to obtain a physical examination and certification of fitness by a physician appointed by the Borough. If the Borough physician certifies Chief fit to return to duty, the injury benefits shall be terminated.

## **Article VIII**

### **Bereavement (Funeral) Leave**

1. In the event of the death of an immediate family member, Chief is entitled to five (5) days of paid bereavement leave and is further entitled to take off up to ten (10) unpaid additional working days before he must report back to duty.
2. In the event of the death of any other relative, Chief shall be granted one (1) day of bereavement leave for the funeral. Payment for this bereavement leave shall come from time the Chief has accrued for paid time off, including vacation, personal, holiday and sick.
3. Bereavement time for anyone other than a relative may be taken but shall be unpaid leave.
4. For the purpose of this Article, an “immediate family member” shall be defined as mother, father, brother, sister, spouse, child, step-child or other member of the household, mother-in-law and father-in-law.
5. Bereavement leave entitlement shall be calculated as if the Original Agreement remains in effect.

## **Article IX**

### **Vacation**

1. Chief of Police shall be entitled to paid vacation totaling 170 hours per year (the equivalent of 21.25 days x 8 hours per day).
2. Chief shall schedule this vacation in accordance with the needs of the Police Department and in consultation with the Borough Administrator.
3. Chief shall not receive advance vacation pay or pay for unused days.

4. Up to one half of one year of vacation entitlement (85 hours or 10.6 days @ 8 hours/day) may be carried over to the next year. However, if at the end of any given year the Chief has accumulated more than 85 hours or 10.6 days of unused vacation, he may carry forward only 85 hours or 10.6 days.

5. Vacation leave entitlement shall be calculated as if the Original Agreement remains in effect.

## **Article X**

### **Holiday Time**

1. The Chief shall be entitled to twelve (12) paid holidays per calendar year during the term of this Agreement. The Borough recognizes the following holidays:

New Years Day  
 Martin Luther King's Birthday  
 Presidents' Day  
 Good Friday  
 Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day  
 Veterans Day  
 Thanksgiving Day  
 Friday after Thanksgiving  
 Christmas Day.

2. The Chief may be required to work holidays, for which there shall be no additional compensation. Chief shall be entitled to an additional vacation day for any holiday worked provided it is used within six (6) months. If there remain fewer than six months in the year at the time of accrual, the day (@8 hours) may be added to the maximum vacation time permitted to be carried forward under Article IX. Entitlement to any additional vacation time under this Article shall be computed as if the Original Agreement remains in effect.



## **Article XI**

### **Personal Days**

1. The Chief of Police may utilize up to six (6) days a year for leave for personal, business, household, or family matters. Such leave shall not accumulate from year to year.
2. Application for a personal day should be submitted to the Borough Administrator at least one (1) day in advance, except when emergent circumstances prevent the giving of such notice.
3. Entitlement to personal days shall be calculated as if the Original Agreement were still in effect.

## **Article XII**

### **Health Benefits**

1. Chief of Police is entitled to health and prescription coverage under the New Jersey State Health Benefits Program ("State Program"), with the option of selecting whatever program may be available under the State Program, for himself and his eligible dependents. These benefits are paid for by the Borough subject to such contributions by Chief in effect upon full implementation of the contribution levels required by Chapter 2 of the Public Laws of 2010 and Chapter 78 of the Public Laws of 2011, or such other contribution levels or deductions as are required by law hereafter.
2. Upon Chief's retirement, Borough agrees to pay part of the premium or periodic charge for benefits under the State Program for Chief and his dependents, but not including survivors, if he retires from employment by the Borough on a benefit based on twenty-five (25) or more years of service credited in the retirement system. The part of premium or periodic

charge payable by the Borough shall be the full premium or periodic charge less such contributions by the Chief and other deductions in effect upon full implementation of the contribution levels required by Chapter 2 of the Public Laws of 2020, or Chapter 78 of the Public Laws of 2011, or such other contribution levels or deductions as are required by law hereafter.

3. The Borough does not agree to pay all or part of the State Program premium or periodic charges if the Chief elects deferred retirement.

4. To the extent required by law, the Borough agrees to pay all or part of the State Program premium or periodic charges if the Chief retires on a full disability pension based upon fewer years of service credited in the retirement system or with the Borough than provided above, provided the disability occurred while in the official line of duty and subject to such changes in law as may occur from time to time, unless any such change or changes in law grandfather this contract.

5. Borough's obligation to make payments as provided above shall include reimbursement of Chief for premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses as required by the regulations of the State Health Benefits Commission and otherwise by law, subject to such changes in law as may occur from time to time, unless any such change or changes in law grandfather this contract.

6. The coverage afforded the Chief shall be the prevailing health benefits plan coverage extended to active employees at the time of the Chief's retirement. Coverage will be limited to Chief and the specific dependents that are covered at the time of retirement and only to the extent that the retiree and those same dependents are eligible under the rules of the Plan for the type of coverage in effect at the time of retirement.

7. No coverage will be provided during the period when medical coverage is furnished to Chief from another source. Chief is responsible for notifying the Borough at the start of such coverage and its termination. If comparable coverage is available to Chief from another source without premium cost to Chief, the Chief is required to elect coverage from that source.

8. Chief and/or his spouse or legally recognized civil union partner and/or dependent eligible for Medicare coverage by reason of age or disability must coordinate benefits according to the State Program guidelines. The Chief shall obtain coverage under Medicare as soon as eligibility occurs. Evidence of enrollment in Medicare must be provided to the State Program. Failure to enroll in Medicare when eligible or required may result in Chief and/or his dependents having coverage terminated or delayed under the State Program.

9. In the event of conflict between this Article and the requirements of law, the applicable law shall control.

10. As used in this Article, "service credited in the retirement system" refers to service credited in a State-or locally-administered retirement system, which may include but need not be limited to years of service to the Borough.

11. The respective financial responsibilities of the Chief and the Borough for maintenance of health benefits under this Article shall be the same as if the Original Agreement remains in effect.

## **Article XIV**

### **Clothing Allowance**

1. Under the Original Agreement, the Chief of Police received a clothing allowance of

\$1,500 per year. On the effective date of this Amended Agreement, this \$1,500. amount shall become part of the Chief's base salary and shall thereafter be part of the base for annual salary adjustments and pension costs. The Chief shall receive no further payment for clothing allowance.

2. It shall be left to the professional discretion of the Chief of Police as to when he should wear formal or informal uniform or plain clothes, subject to his commitment under Article IV to establish a visible presence in the community, in uniform.

## **Article XV**

### **Supervisor's Vehicle**

1. The Borough shall supply the Chief of Police with an unmarked automobile from the current fleet of vehicles in the Pennington Police Department to be used for police work and for personal use as provided herein. The vehicle shall be equipped with such equipment needed for police work as determined in consultation with the Chief. The vehicle shall be for use by the Chief or, in the Chief's absence, by the Supervisor on duty.

2. The Chief or Supervisor shall be permitted to use the car for personal use traveling to and from work. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, trainings, conferences, and any other traveling needed to carry out the duties of the Chief of Police or Supervisor.

3. The Borough shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes and any necessary repairs.

## Article XVI

### Educational Programs/ Law Enforcement Conferences

The Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, seminar, or training session conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigation, Mercer County Association of Chiefs of Police, or any other training program of a management or supervisory nature. All expenses, such as travel, room, food, tuition, special clothing, books, or any other charges connected with the educational program shall be borne by the Borough. The total of all such expenses shall not exceed \$2,500 for the year without the prior approval of Borough Council. This maximum limitation shall be calculated as if the Original Agreement remained in effect.

## Article XVII

### Salary

1. Commencing on May 4, 2020, the base salary of the Chief of Police was \$109,000. per year subject to a 5.05% increase effective one year later. Effective January 1, 2022, in accordance with the Original Agreement, his base salary was increased in line with increases provided by Borough Council to all salaried personnel not in bargaining units. His base salary in 2022 to the effective date of this Amended Agreement, exclusive of uniform allowance and EMT stipend, is \$117,875. per year.

2. Effective January 1, 2023, 2024 and 2025, respectively, the base salary of the Chief of Police shall be determined as follows:

(a) In 2023, base salary shall be the sum of the following: (i) \$117,875; (ii) the

percentage increase in base salary received for 2023 by salaried personnel not in bargaining units; (iii) allowances provided as part of base salary in Articles XIV and XVIII; and (iv) an additional base salary adjustment (ABSA) equal to \$8,932.. The Chief's total salary in 2023 as so computed shall not exceed \$134,754.00.

(b) In 2024, base salary shall be the sum of (i) the base salary in 2023 as computed above; (ii) the percentage increase in base salary received for 2024 by salaried personnel not in bargaining units; (iii) an additional base salary adjustment (ABSA) equal to \$3,018. The Chief's total salary in 2024 as so computed shall not exceed \$141,141.00.

(c) In 2025, base salary shall be the sum of (i) the base salary in 2024 as computed above; (ii) the percentage increase in base salary received for 2025 by salaried personnel not in bargaining units; (iii) an additional base salary adjustment (ABSA) equal to \$4,713. The Chief's total salary in 2025 as so computed shall not exceed \$149,383.00, prorated to the end of the Amended Agreement.

## **Article XVIII**

### **Emergency Medical Technician**

1. Under the Original Agreement, the Chief of Police would receive a stipend of \$3,500. for each year he maintained his certification as an Emergency Medical Technician (E.M.T.). On the effective date of this Amended Agreement, this \$3,500. shall become part of the Chief's base salary and shall thereafter be part of the base for annual salary adjustments and pension credits. The Chief shall receive no further payment for E.M.T. certification.

2. Borough shall continue to provide Chief all appropriate time and materials necessary

to update training and re-certification as required by the State of New Jersey for maintenance of E.M.T. certification. If Chief fails to maintain E.M.T. certification, he shall no longer be entitled to the additional salary.

## **Article XIX**

### **Off Duty Police Action**

1. Any action taken by Chief on his time off, while in the State of New Jersey, which would have been taken by an officer if present or available, shall be considered as police action, and Chief shall be defended and indemnified by the Borough and have other rights and benefits in connection with such action as if he were on active duty.

2. Borough shall also defend and indemnify the Chief in all circumstances requiring him to render first aid, whether on or off duty.

## **Article XX**

### **Legal Defense and Indemnification**

Borough shall defend and indemnify Chief in the performance of his duties as provided in Chapter 20 of the Code of the Borough of Pennington and applicable State law.

## **Article XXI**

### **Annual Evaluation**

The parties agree that the job performance of the Chief of Police shall be evaluated by the Mayor and Borough Administrator not later than March 1<sup>st</sup> of each year.

## **Article XXII**

### **Term and Renewal**

This Amended Agreement shall be in effect as of January 1, 2023 and shall remain in effect to and including May 3, 2025. Upon expiration of the Agreement, all benefits, terms and conditions shall remain in force until a successor agreement is agreed upon between Chief and Borough Council.

## **Article XXIII**

### **Miscellaneous Provisions**

1. This Amended Agreement represents and incorporates the complete understanding between Chief and the Borough concerning the terms and conditions of his employment as Chief of Police. This Agreement may not be amended except by a writing signed by both parties and approved by Borough Council in the same manner as the Amended Agreement has been approved.

2. This Amended Agreement shall be construed to include provisions of the Borough Personnel Manual on subjects not addressed by this Amended Agreement and not inconsistent herewith. The Personnel Manual may be amended from time to time.

3. If Borough enters into an employment and/or collective bargaining agreement with Police Department personnel during the term of this Amended Agreement that provides a greater benefit than set forth herein, this [Amended](#) Agreement shall be automatically amended to provide the Chief with the equivalent of such greater benefit, to the extent annual salary limitations provided in Article VII are not exceeded.

4. Borough retains and reserves to itself sole authority over matters of policy and



retains the right, subject only to the limitations imposed by the language of this Amended Agreement and applicable laws and regulations: (a) to direct employees of the Department; (b) to hire, promote, transfer, assign and retain employee positions in the Department and to suspend, demote, discharge or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or other lawful reasons; (d) to maintain efficiency of department operations; (e) to determine methods, means and personnel by which such operations are to be conducted; (f) to establish, in writing, reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the Department in situations of emergency.

5. If any provision of this Amended Agreement or any application of this Amended Agreement is held to be invalid by a court of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amended Agreement, intending to be bound, as of the date first set forth above.

CHIEF OF POLICE

BOROUGH OF PENNINGTON

\_\_\_\_\_  
Douglas M. Pinelli

By: \_\_\_\_\_  
James Davy, Mayor

WITNESS:

ATTEST:

\_\_\_\_\_  
Elizabeth Sterling, Borough Clerk

**BOROUGH OF PENNINGTON  
RESOLUTION 2023 – 1.34**

**RESOLUTION AUTHORIZING PURCHASE OF NEW 2023 CHEVROLET TAHOE PURSUIT  
4WD PATROL VEHICLE FOR THE POLICE DEPARTMENT IN ACCORDANCE WITH  
QUOTATION BY MALL CHEVROLET THROUGH ECSNJ  
AND RESCINDING RESOLUTION 2022-9.5**

**WHEREAS**, the Pennington Chief of Police has identified the need to purchase a new patrol vehicle and related equipment for the Police Department; and

**WHEREAS**, the Chief determined that the required vehicle and equipment was available from National Auto Fleet Group through Sourcewell (formerly the National Joint Powers Alliance); and

**WHEREAS**, the purchase of a 2023 Ford Police Interceptor Utility Patrol Vehicle was authorized by Resolution 2022-9.5; and

**WHEREAS**, due to supply issues, the vehicle will not be available until 2024; and

**WHEREAS**, the Pennington Chief of Police has identified a 2023 Chevrolet Tahoe Pursuit 4WD vehicle available at Mall Chevrolet through ECSNJ Cooperative Pricing Contract 20/21-09; and

**WHEREAS**, Pennington Borough joined ECSNJ effective August 14, 2013 by Resolution 2013-7.4; and

**WHEREAS**, Mall Chevrolet located in Cherry Hill, NJ is an authorized dealer for the desired vehicle and has provided the Borough with Quote # ESCNJ10/21-09 dated January 3, 2023, by which it would sell to the Borough One 2023 Chevy Tahoe Pursuit 4WD upfitted with related equipment to be supplied by Elite Vehicle Solutions for a total price to be financed of \$61,887.26; and

**WHEREAS**, the Patrol Vehicle is available to purchase through ECSNJ in compliance with the Local Public Contracts Law without further public bidding; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this purchase in Budget Line 3-01-25-240-000-277;

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Pennington (a) that the purchase of One (1) 2023 Chevrolet Tahoe w/Accessories for the price of \$61,887.26 for the Pennington Borough Police Department pursuant to the attached proposal from Mall Chevrolet (Quote #ESCNJ 20/21-09 dated 1/3/2 is hereby authorized; and (b) the Mayor and Borough Clerk are authorized to execute such purchase orders and other documents as are needed to effectuate this purchase; and

**BE IT FURTHER RESOLVED**, that Resolution 2022-9.5, authorizing the purchase of a 2023 Ford Interceptor Utility Vehicle is hereby rescinded.

**Record of Council Vote on Passage**

<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>	<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>
Angarone					Marciente				
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 January 17, 2023.

\_\_\_\_\_  
Elizabeth Sterling, Borough Clerk

**BOROUGH OF PENNINGTON  
RESOLUTION 2022 - 9.5**

**RESOLUTION AUTHORIZING PURCHASE OF NEW 2023 FORD POLICE INTERCEPTOR  
UTILITY PATROL VEHICLE FOR THE POLICE DEPARTMENT IN ACCORDANCE WITH  
QUOTATION BY NATIONAL AUTO FLEET GROUP. THROUGH SOURCEWELL**

**WHEREAS**, the Pennington Chief of Police has identified the need to purchase a new 2023 Ford Police Interceptor Utility patrol vehicle and related equipment; and

**WHEREAS**, the Chief has determined that the required vehicle and equipment are available from National Auto Fleet Group through Sourcewell (formerly the National Joint Powers Alliance); and

**WHEREAS**, Pennington Borough joined the National Joint Powers Alliance (now Sourcewell) by Resolution 2017-6.5 in June of 2017; and

**WHEREAS**, the National Joint Powers Alliance (now Sourcewell) accepted Pennington Borough's request to join and assigned Member # 132214 to the Borough; and

**WHEREAS**, National Auto Fleet Group ("Dealer") located in Watsonville, California is an authorized dealer for the desired vehicle and has provided the Borough with Quote # 21140 R8 dated August 26, 2022, Re-Configured August 31, 2022, by which it would sell to the Borough One (1) New/Unused 2023 Ford Police Interceptor Utility (K8A) AWD, P28/Elite Solutions #C07623 + Handling \$1600.00 (Oxford White) delivered to the Borough's specified location in accordance with related written specifications ("Patrol Vehicle) for the price of \$67,693.93;

**WHEREAS**, the Patrol Vehicle is available to purchase through Sourcewell Contract 091521-NAF in compliance with the Local Public Contracts Law without further public bidding; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this purchase in Budget Line 2-01-25-240-000-277;

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Pennington (a) that the purchase of One (1) New/Unused 2023 Ford Police Interceptor Utility (K8A) AWD, P28/Elite Solutions #C07623 + Handling \$1,600.00 (Oxford White) delivered to the Borough's specified location in accordance with related written specifications ("Patrol Vehicle) for the price of \$67,693.932020 for the Pennington Borough Police Department pursuant to the attached proposal from National Auto Fleet Group (Quote #21140 R8 and related specifications) pursuant to Sourcewell Contract 091521-NAF is hereby authorized; and (b) the Mayor and Borough Clerk are authorized to execute such purchase orders and other documents as are needed to effectuate this purchase.

**Record of Council Vote on Passage**

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

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 September 6, 2022.

\_\_\_\_\_  
Elizabeth Sterling, Borough Clerk

# MALL CHEVROLET

75 Haddonfield Road, Cherry Hill, NJ 08002

Direct: 856-693-3494 / Office: 856-662-7000

[mikee@mallchevy.com](mailto:mikee@mallchevy.com)

Mike Edwards, Fleet Manager

Date: 1/3/2023

END USER		ADDRESS - CITY, STATE, ZIP:					
PENNINGTON BORO PD							
Comments:		ESCNJ 20/21-09-QUOTE GOOD FOR 30 DAYS					
Item	QTY	Part No.	Description		MSRP	ESCNJ	TOTAL
1	2	CK10706	2023 CHEVROLET TAHOE PURSUIT 4WD	20.42%	\$ 50,050.00	\$ 39,829.79	\$ 79,659.58
	2	DFC	GM FREIGHT CHARGES		\$ 1,895.00	\$ 1,895.00	\$ 3,790.00
	2	L84/MQC	5.3L V8 FLEX FUEL-10 SPEED AUTOMATIC				
	2	5Y1	CLOTH FRONT BENCH SEATS W/O CONSOLE				
	2	5T5	FRONT CLOTH/REAR VINYL				
	2	BG9	VINYL FLOOR				
	2	BTV	REMOTE START	5.00%	\$ 300.00	\$ 285.00	\$ 570.00
	2	6E8	FLEET KEYED	5.00%	\$ 25.00	\$ 23.75	\$ 47.50
	2	6C7	RED/WHITE DOME LT	5.00%	\$ 170.00	\$ 161.50	\$ 323.00
	2	6J3/J4	FRONT GRILLE-SIREN WIRING	5.00%	\$ 147.00	\$ 139.65	\$ 279.30
	2	6J7	FLASHER SYSTEM ACTIVATE		\$ 85.00	\$ 85.00	\$ 170.00
	2	WX7	WIRING PROVISIONS AUX SPKE	5.00%	\$ 60.00	\$ 57.00	\$ 114.00
	2	PQA	DRIVER ALERT PACKAGE	5.00%	\$ 395.00	\$ 375.25	\$ 750.50
	2	V76	RECOVERY HOOKS	5.00%	\$ 50.00	\$ 47.50	\$ 95.00
	2	VK3	FRONT LICENSE BRACKET	5.00%	\$ 40.00	\$ 38.00	\$ 76.00
	2	UT7	GROUND STUDS	5.00%	\$ 110.00	\$ 104.50	\$ 209.00
	2	6N5	REAR WINDOW SWITCH INOP	5.00%	\$ 57.00	\$ 54.15	\$ 108.30
	2	6N6	REAR DOOR LOCK INOP	5.00%	\$ 62.00	\$ 58.90	\$ 117.80
	2	AMF	FOUR EXTRA REMOTES	5.00%	\$ 75.00	\$ 71.25	\$ 142.50
	2	PROG	PROGRAM EXTRA REMOTES		\$ 145.00	\$ 145.00	\$ 290.00
	2	9G8	DELETE DAYTIME RUNNING LIGHTS	5.00%	\$ 50.00	\$ 47.50	\$ 95.00
	2	T53	ALTERNATING LAMPS IN TAIL LID	5.00%	\$ 565.00	\$ 536.75	\$ 1,073.50
		XCS	STEEL 20" WHEELS P275/55R20 V-RATED				
	2	KX4	250 AMP ALTERNATOR				
	2	UN9	RADIO SUPPRESSION PACKAGE	5.00%	\$ 95.00	\$ 90.25	\$ 180.50
	2	ATD	THIRD ROW SEAT DELETE				
	2	Z82	TRAILERING PACKAGE				
	2	DEL	FUEL			\$ 50.00	\$ 100.00
	2	NJS	NJ SURCHARGE			\$ 122.00	\$ 244.00
	2	TAG	TEMP TAG			\$ 5.50	\$ 11.00
	2	GBA	BLACK				
			TOTAL			\$ 44,223.24	\$ 88,446.48

**Elite Vehicle Solutions**  
 1000 Bennett Blvd, Unit 6  
 Lakewood, NJ 08701  
 732-534-2377



**Estimate**  
 Estimate #: C08133  
 Date: 01-13-2023

**Customer info:**  
 Pennington Police  
 30 N Main St  
 Pennington, NJ, 08534

### Chevy Tahoe Police 2021 - 2022

Qty	Part Number	Description	Location	Unit Price	Total
1	EM Int Dome 5 x 3 Grey C	Interior Dome Light Grey with Connector *MP# ECVDMLTST4G	Roof	\$24.75	\$24.75
1	CM Ant Cable 30ft NMO	30ft coax antenna cable 3/4 nmo mount	Roof	\$29.00	\$29.00
1	CM Antenna 1/4 wave whip UHF Black	LAIRD 470-490 MHz Unity gain 1/4 wave antenna in black. Brass button contact design provides a superior match at feedpoint. Order Motorola style mount separate	Roof	\$20.00	\$20.00
1	CM Ant Cable 30ft NMO	30ft coax antenna cable 3/4 nmo mount	Roof	\$29.00	\$29.00
1	CM Antenna 1/4 wave whip VHF Black	LAIRD 152-162 MHz Unity gain 1/4 wave antenna in black. Brass button contact provides a superior match at feedpoint. Order mount separately.	Roof	\$20.00	\$20.00
1	SO Int Dome LED R/W	Soundoff Signal - LED DOME LIGHT, UNIVERSAL MOUNT W/ RED LED NIGHT LIGHT - WHITE LENS *MP#: ECVDMLTAL00	Roof	\$59.95	\$59.95
1	EM Tahoe EB Kit	Chevy Tahoe Front End Harness System, Includes BluePrint Node	Front	\$337.50	\$337.50
1	EM Spkr 100J - CW	100 Watt Siren Speaker, With Waterproof Connector *MP#: EM Spkr 100J - CW	Front - Grill	\$167.40	\$167.40
1	SO Tahoe Spkr Bkt	Sound Off Signal Vehicle Specific Siren Speaker Bracket 1 or 2 Speakers *MP#: ETSSVBK07	Front - Grill	\$30.25	\$30.25

Qty	Part Number	Description	Location	Unit Price	Total
1	EM Tahoe PB450L RBW - CW	Aluminum Push Bumper with 4 Integrated Tri Color Nforce Lights, RBW, 2 Fwd, 2 Side, With Waterproof Connector, Chevy Tahoe 21+ (SCPN: EM Tahoe PB450L Dual CW)	Front - Grill	\$1,066.50	\$1,066.50
1	SO Tahoe NF Front Dual RBW	Sound Off Signal Vehicle Specific NForce Interior Lightbar 21+ Chevy Tahoe Front - Dual Color R/W-B/W - *MP# : ENFWBF (12 LED)	Front - Windshield	\$979.00	\$979.00
1	SO Inter SM B/W	Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 16 LEDs, Dual Color - Blue/White *MP#: ENT3B3E	Side - Mirrors	\$172.15	\$172.15
1	SO Inter SM R/W	Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 16 LEDs, Dual Color - Red/White *MP#: ENT3B3D	Side - Mirrors	\$172.15	\$172.15
1	SO Tahoe Mirror Bkt DS	Sound Off Signal Under Mirror Mount Bracket Kit (each) for SM Intersector Light on Ford Utility 21+ Chevy Tahoe - DS *MP#: PMP2BKUMB5-D	Side - Mirrors	\$24.20	\$24.20
1	SO Tahoe Mirror Bkt PS	Sound Off Signal Under Mirror Mount Bracket Kit (each) for SM Intersector Light on Ford Utility 21+ Chevy Tahoe - PS *MP#: PMP2BKUMB5-P	Side - Mirrors	\$24.20	\$24.20
2	EL NF SD Red/Blue/White - C	Nforce Deck/Grill Led Light Red/Blue/White with Connector *MP#: EM NF SD Red/Blue/White - C	Side - Rear Window	\$135.54	\$271.08
1	EM Tahoe Hatch Kit	Chevy Tahoe Hatch Harness System, Includes Blueprint Node	Rear	\$337.50	\$337.50
2	SO MPWR 4 STM RBW	Soundoff Signal - mpower 4 Fascia Light w/ Stud Mount, 18in hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *MP#: EMPS2STS5RBW	Rear - Hatch	\$125.95	\$251.90

Qty	Part Number	Description	Location	Unit Price	Total
1	SO MPWR 4 STM Blue	Soundoff Signal - mpower 4 Fascia Light w/ Stud Mount, 18in hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue *MP#: EMPS2STS2B	Rear - Hatch	\$96.80	\$96.80
1	SO MPWR 4 STM Red	Soundoff Signal - mpower 4 Fascia Light w/ Stud Mount, 18in hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Red *MP#: EMPS2STS2R	Rear - Hatch	\$96.80	\$96.80
2	SO Int Dome 5 x 3 Grey	Soundoff Signal - Interior Cargo/Dome Light, Flush Surface Mount, 5" x 3" - GREY *MP#: ECVDMILTST4G	Rear - Hatch	\$24.75	\$49.50
1	SO Tahoe NF Rear RBA	Sound Off Signal Vehicle Specific Nforce Rear Interior Bar Red/Blue Amber Override 21+ Chevy Tahoe *MP#: ENFWB00EQR	Rear - Window	\$1,163.25	\$1,163.25
1	Console 12V Outlet	Console Panel Mount 12Volt Outlet. With Dust Cover	Console	\$12.50	\$12.50
1	GJ Tahoe Console Kit	Chevrolet Tahoe Console Box Kit with Armrest and Cup Holder *MP#: 7170-0893-01	Console	\$630.18	\$630.18
3	Mag Mic	Magnetic Mic Adapter and mount	Console	\$46.00	\$138.00
1	GJ Dock CF 54/55 No RF Int Pwr	Gamber Johnson - Panasonic Toughbook 54/55 Docking Station, Dual RF *MP#: 7160-0577-02	Console - PC	\$767.88	\$767.88
1	GJ Mongoose XLE	Gamber Johnson XLE9 Motion Attachment *MP#: 7160-1216-09	Console - PC	\$294.84	\$294.84
1	DB 9in Panavise	PanaVise - 9" Slimline Adjustable electronics bracket	Console - PC	\$31.00	\$31.00
1	SO Tahoe BP Can	SoundOff Signal Link Module for 2021+ Chevy tahoe *MP#: ENGLMK001	Console - Electronics	\$322.85	\$322.85

Qty	Part Number	Description	Location	Unit Price	Total
1	EL 500 Knob Controller	Sound Off Signal 500 Series BluePrint Knob Siren / Light Controller *MP#: EL 500 Knob Controller	Console - Electronics	\$203.58	\$203.58
1	SO BP Sync	Soundoff Signal BluePrint Car-to-car Sync module *MP#: ENGSYMD01	Console - Electronics	\$231.00	\$231.00
1	EM Tahoe Cabin Kit	Chevy Tahoe Vehicle Specific Main Harness System	Electronics	\$1,053.00	\$1,053.00
1	SM Cargo Box Electronics Drawer	Setina Electetronics drawer to be used with setina cargo box system *MP#: TPA9289	Electronics	\$348.07	\$348.07
1	SM Tahoe 6VS	Setina Single Prisoner #6VS Coated Poly REQ REPLACEMENT SEAT 21+ Tahoe *MP#: 1K0574TAH21FSR	Cages	\$959.65	\$959.65
1	SM Tahoe 12VS Metal	Setina Rear Partition#12VS Vinyl Coated Expanded Metal 21+ Tahoe *MP#: PK0123TAH212ND	Cages	\$463.21	\$463.21
1	SM Tahoe Seat Replacement W/ Seat Belts	Setina Full Replacement Transport Seat TPO Plastic, with Center Pull Seat Belts Chevy Tahoe 21+ *MP#: QK1374TAH21	Cages	\$891.61	\$891.61
1	SM Tahoe Door Panel	Setina Door Panel VS TPO Plastic Black Installs Over OEM Door Panels Chevy Tahoe 21+ *MP#: DK0100TAH21	Cages	\$249.01	\$249.01
1	SM Tahoe Window Bar	Setina Window Barrier, Steel Vertical 21+ Chevy Tahoe *MP#: WK0514TAH21	Cages	\$249.01	\$249.01
1	SM Cargo Box Electronics Drawer	Setina Electetronics drawer to be used with setina cargo box system *MP#: TPA9289	Cabinet	\$348.07	\$348.07
1	SM Tahoe Cargo Box No-Lock	Setina Cargo box for 21+ Chevy Tahoe, Non Locking drawer, Open top storage *MP#: TK0247TAH21	Cabinet	\$882.68	\$882.68
49	Hourly Labor			\$85.00	\$4,165.00



Per Vehicle	\$17,664.02
Qty of Vehicles	1
Subtotal	\$17,664.02
Tax (0%)	\$0.00
<b>Total</b>	<b>\$17,664.02</b>

## Notes

NJ State Contract # T-0106 Blanket

PO# 17-FLEET-00749

Elite \* SoundOff Signal \* Setina \* Gamber

**BOROUGH OF PENNINGTON  
RESOLUTION 2023 – 1.35**

**RESOLUTION AUTHORIZING PURCHASE OF NEW 2023 CHEVROLET TAHOE PURSUIT  
4WD SUPERVISOR VEHICLE FOR THE POLICE DEPARTMENT IN ACCORDANCE WITH  
QUOTATION BY MALL CHEVROLET THROUGH ECSNJ  
AND RESCINDING RESOLUTION 2022-9.6**

**WHEREAS**, the Pennington Chief of Police has identified the need to purchase a new supervisor vehicle for the Police Department; and

**WHEREAS**, the Chief determined that the required vehicle and equipment was available from National Auto Fleet Group through Sourcewell (formerly the National Joint Powers Alliance); and

**WHEREAS**, the purchase of a 2023 Ford Police Interceptor Utility Supervisor Vehicle was authorized by Resolution 2022-9.6; and

**WHEREAS**, due to supply issues, the vehicle will not be available until 2024; and

**WHEREAS**, the Pennington Chief of Police has identified a 2023 Chevrolet Tahoe Pursuit 4WD vehicle available at Mall Chevrolet through ECSNJ Cooperative Pricing Contract 20/21-09; and

**WHEREAS**, Pennington Borough joined ECSNJ effective August 14, 2013 by Resolution 2013-7.4; and

**WHEREAS**, Mall Chevrolet located in Cherry Hill, NJ is an authorized dealer for the desired vehicle and has provided the Borough with Quote # ESCNJ10/21-09 dated January 3, 2023, by which it would sell to the Borough One 2023 Chevy Tahoe Pursuit 4WD for a total price of \$44,223.24; and

**WHEREAS**, the Patrol Vehicle is available to purchase through ECSNJ in compliance with the Local Public Contracts Law without further public bidding; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this purchase in the Capital Budget under Ordinance 2022-6;

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Pennington (a) that the purchase of One (1) 2023 Chevrolet Tahoe Supervisor Vehicle for the price of \$44,223.24 for the Pennington Borough Police Department pursuant to the attached proposal from Mall Chevrolet (Quote #ESCNJ 20/21-09 dated 1/3/2 is hereby authorized; and (b) the Mayor and Borough Clerk are authorized to execute such purchase orders and other documents as are needed to effectuate this purchase; and

**BE IT FURTHER RESOLVED**, that Resolution 2022-9.6, authorizing the purchase of a 2023 Ford Interceptor Utility Supervisor Vehicle is hereby rescinded.

**Record of Council Vote on Passage**

<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>	<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</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 January 17, 2023.

\_\_\_\_\_  
Elizabeth Sterling, Borough Clerk

# MALL CHEVROLET

75 Haddonfield Road, Cherry Hill, NJ 08002

Direct: 856-693-3494 / Office: 856-662-7000

[mikee@mallchevy.com](mailto:mikee@mallchevy.com)

Mike Edwards, Fleet Manager

Date: 1/3/2023

END USER			ADDRESS - CITY, STATE, ZIP:				
PENNINGTON BORO PD							
Comments:		ESCNJ 20/21-09-QUOTE GOOD FOR 30 DAYS					
Item	QTY	Part No.	Description		MSRP	ESCNJ	TOTAL
1	2	CK10706	2023 CHEVROLET TAHOE PURSUIT 4WD	20.42%	\$ 50,050.00	\$ 39,829.79	\$ 79,659.58
	2	DFC	GM FREIGHT CHARGES		\$ 1,895.00	\$ 1,895.00	\$ 3,790.00
	2	L84/MQC	5.3L V8 FLEX FUEL-10 SPEED AUTOMATIC				
	2	5Y1	CLOTH FRONT BENCH SEATS W/O CONSOLE				
	2	5T5	FRONT CLOTH/REAR VINYL				
	2	BG9	VINYL FLOOR				
	2	BTV	REMOTE START	5.00%	\$ 300.00	\$ 285.00	\$ 570.00
	2	6E8	FLEET KEYED	5.00%	\$ 25.00	\$ 23.75	\$ 47.50
	2	6C7	RED/WHITE DOME LT	5.00%	\$ 170.00	\$ 161.50	\$ 323.00
	2	6J3/J4	FRONT GRILLE-SIREN WIRING	5.00%	\$ 147.00	\$ 139.65	\$ 279.30
	2	6J7	FLASHER SYSTEM ACTIVATE		\$ 85.00	\$ 85.00	\$ 170.00
	2	WX7	WIRING PROVISIONS AUX SPKE	5.00%	\$ 60.00	\$ 57.00	\$ 114.00
	2	PQA	DRIVER ALERT PACKAGE	5.00%	\$ 395.00	\$ 375.25	\$ 750.50
	2	V76	RECOVERY HOOKS	5.00%	\$ 50.00	\$ 47.50	\$ 95.00
	2	VK3	FRONT LICENSE BRACKET	5.00%	\$ 40.00	\$ 38.00	\$ 76.00
	2	UT7	GROUND STUDS	5.00%	\$ 110.00	\$ 104.50	\$ 209.00
	2	6N5	REAR WINDOW SWITCH INOP	5.00%	\$ 57.00	\$ 54.15	\$ 108.30
	2	6N6	REAR DOOR LOCK INOP	5.00%	\$ 62.00	\$ 58.90	\$ 117.80
	2	AMF	FOUR EXTRA REMOTES	5.00%	\$ 75.00	\$ 71.25	\$ 142.50
	2	PROG	PROGRAM EXTRA REMOTES		\$ 145.00	\$ 145.00	\$ 290.00
	2	9G8	DELETE DAYTIME RUNNING LIGHTS	5.00%	\$ 50.00	\$ 47.50	\$ 95.00
	2	T53	ALTERNATING LAMPS IN TAIL LID	5.00%	\$ 565.00	\$ 536.75	\$ 1,073.50
		XCS	STEEL 20" WHEELS P275/55R20 V-RATED				
	2	KX4	250 AMP ALTERNATOR				
	2	UN9	RADIO SUPPRESSION PACKAGE	5.00%	\$ 95.00	\$ 90.25	\$ 180.50
	2	ATD	THIRD ROW SEAT DELETE				
	2	Z82	TRAILERING PACKAGE				
	2	DEL	FUEL			\$ 50.00	\$ 100.00
	2	NJS	NJ SURCHARGE			\$ 122.00	\$ 244.00
	2	TAG	TEMP TAG			\$ 5.50	\$ 11.00
	2	GBA	BLACK				
			TOTAL			\$ 44,223.24	\$ 88,446.48

**Elite Vehicle Solutions**  
1000 Bennett Blvd, Unit 6  
Lakewood, NJ 08701  
732-534-2377



**Estimate**  
Estimate #: C08044  
Date: 12-20-2022

**Customer info:**  
Pennington Police  
30 N Main St  
Pennington, NJ, 08534

### Chevy Tahoe Police 2021 - 2022

Qty	Part Number	Description	Location	Unit Price	Total
1	EM Int Dome 5 x 3 Grey C	Interior Dome Light Grey with Connector *MP# ECVDMLTST4G	Roof	\$24.75	\$24.75
1	CM Ant Cable 30ft NMO	30ft coax antenna cable 3/4 nmo mount	Roof	\$29.00	\$29.00
1	CM Antenna 1/4 wave whip UHF Black	LAIRD 470-490 MHz Unity gain 1/4 wave antenna in black. Brass button contact design provides a superior match at feedpoint. Order Motorola style mount separate	Roof	\$20.00	\$20.00
1	CM Ant Cable 30ft NMO	30ft coax antenna cable 3/4 nmo mount	Roof	\$29.00	\$29.00
1	CM Antenna 1/4 wave whip VHF Black	LAIRD 152-162 MHz Unity gain 1/4 wave antenna in black. Brass button contact provides a superior match at feedpoint. Order mount separately.	Roof	\$20.00	\$20.00
1	SO Int Dome LED R/W	Soundoff Signal - LED DOME LIGHT, UNIVERSAL MOUNT W/ RED LED NIGHT LIGHT - WHITE LENS *MP#: ECVDMLTAL00	Roof	\$59.95	\$59.95
1	EM Tahoe EB Kit	Chevy Tahoe Front End Harness System, Includes BluePrint Node	Front	\$337.50	\$337.50
1	EM Spkr 100J - CW	100 Watt Siren Speaker, With Waterproof Connector *MP#: EM Spkr 100J - CW	Front - Grill	\$167.40	\$167.40
1	SO Tahoe Spkr Bkt	Sound Off Signal Vehicle Specific Siren Speaker Bracket 1 or 2 Speakers *MP#: ETSSVBK07	Front - Grill	\$30.25	\$30.25

Qty	Part Number	Description	Location	Unit Price	Total
1	EM Tahoe PB450L RBW - CW	Aluminum Push Bumper with 4 Integrated Tri Color Nforce Lights, RBW, 2 Fwd, 2 Side, With Waterproof Connector, Chevy Tahoe 21+ (SCPN: EM Tahoe PB450L Dual CW)	Front - Grill	\$1,066.50	\$1,066.50
1	SO Tahoe NF Front Dual RBW	Sound Off Signal Vehicle Specific NForce Interior Lightbar 21+ Chevy Tahoe Front - Dual Color R/W-B/W - *MP# : ENFWBF (12 LED)	Front - Windshield	\$979.00	\$979.00
1	SO Inter SM B/W	Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 16 LEDs, Dual Color - Blue/White *MP#: ENT3B3E	Side - Mirrors	\$172.15	\$172.15
1	SO Inter SM R/W	Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 16 LEDs, Dual Color - Red/White *MP#: ENT3B3D	Side - Mirrors	\$172.15	\$172.15
1	SO Tahoe Mirror Bkt DS	Sound Off Signal Under Mirror Mount Bracket Kit (each) for SM Intersector Light on Ford Utility 21+ Chevy Tahoe - DS *MP#: PMP2BKUMB5-D	Side - Mirrors	\$24.20	\$24.20
1	SO Tahoe Mirror Bkt PS	Sound Off Signal Under Mirror Mount Bracket Kit (each) for SM Intersector Light on Ford Utility 21+ Chevy Tahoe - PS *MP#: PMP2BKUMB5-P	Side - Mirrors	\$24.20	\$24.20
2	EL NF SD Red/Blue/White - C	Nforce Deck/Grill Led Light Red/Blue/White with Connector *MP#: EM NF SD Red/Blue/White - C	Side - Rear Window	\$135.54	\$271.08
1	EM Tahoe Hatch Kit	Chevy Tahoe Hatch Harness System, Includes Blueprint Node	Rear	\$337.50	\$337.50
2	SO MPWR 4 STM RBW	Soundoff Signal - mpower 4 Fascia Light w/ Stud Mount, 18in hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *MP#: EMPS2STS5RBW	Rear - Hatch	\$125.95	\$251.90

Qty	Part Number	Description	Location	Unit Price	Total
1	SO MPWR 4 STM Blue	Soundoff Signal - mpower 4 Fascia Light w/ Stud Mount, 18in hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue *MP#: EMPS2STS2B	Rear - Hatch	\$96.80	\$96.80
1	SO MPWR 4 STM Red	Soundoff Signal - mpower 4 Fascia Light w/ Stud Mount, 18in hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Red *MP#: EMPS2STS2R	Rear - Hatch	\$96.80	\$96.80
2	SO Int Dome 5 x 3 Grey	Soundoff Signal - Interior Cargo/Dome Light, Flush Surface Mount, 5" x 3" - GREY *MP#: ECVDMILTST4G	Rear - Hatch	\$24.75	\$49.50
1	SO Tahoe NF Rear RBA	Sound Off Signal Vehicle Specific Nforce Rear Interior Bar Red/Blue Amber Override 21+ Chevy Tahoe *MP#: ENFWB00EQR	Rear - Window	\$1,163.25	\$1,163.25
1	Console 12V Outlet	Console Panel Mount 12Volt Outlet. With Dust Cover	Console	\$12.50	\$12.50
1	GJ Tahoe Console Kit	Chevrolet Tahoe Console Box Kit with Armrest and Cup Holder *MP#: 7170-0893-01	Console	\$630.18	\$630.18
3	Mag Mic	Magnetic Mic Adapter and mount	Console	\$46.00	\$138.00
1	GJ Dock CF 54/55 No RF Int Pwr	Gamber Johnson - Panasonic Toughbook 54/55 Docking Station, Dual RF *MP#: 7160-0577-02	Console - PC	\$767.88	\$767.88
1	GJ Mongoose XLE	Gamber Johnson XLE9 Motion Attachment *MP#: 7160-1216-09	Console - PC	\$294.84	\$294.84
1	DB 9in Panavise	PanaVise - 9" Slimline Adjustable electronics bracket	Console - PC	\$31.00	\$31.00
1	SO Tahoe BP Can	SoundOff Signal Link Module for 2021+ Chevy tahoe *MP#: ENGLMK001	Console - Electronics	\$322.85	\$322.85

Qty	Part Number	Description	Location	Unit Price	Total
1	EL 500 Knob Controller	Sound Off Signal 500 Series BluePrint Knob Siren / Light Controller *MP#: EL 500 Knob Controller	Console - Electronics	\$203.58	\$203.58
1	SO BP Sync	Soundoff Signal BluePrint Car-to-car Sync module *MP#: ENGSYMD01	Console - Electronics	\$231.00	\$231.00
1	EM Tahoe Cabin Kit	Chevy Tahoe Vehicle Specific Main Harness System	Electronics	\$1,053.00	\$1,053.00
1	SM Cargo Box Electronics Drawer	Setina Electetronics drawer to be used with setina cargo box system *MP#: TPA9289	Electronics	\$348.07	\$348.07
1	SM Tahoe 6VS	Setina Single Prisoner #6VS Coated Poly REQ REPLACEMENT SEAT 21+ Tahoe *MP#: 1K0574TAH21FSR	Cages	\$959.65	\$959.65
1	SM Tahoe 12VS Metal	Setina Rear Partition#12VS Vinyl Coated Expanded Metal 21+ Tahoe *MP#: PK0123TAH212ND	Cages	\$463.21	\$463.21
1	SM Tahoe Seat Replacement W/ Seat Belts	Setina Full Replacement Transport Seat TPO Plastic, with Center Pull Seat Belts Chevy Tahoe 21+ *MP#: QK1374TAH21	Cages	\$891.61	\$891.61
1	SM Tahoe Door Panel	Setina Door Panel VS TPO Plastic Black Installs Over OEM Door Panels Chevy Tahoe 21+ *MP#: DK0100TAH21	Cages	\$249.01	\$249.01
1	SM Tahoe Window Bar	Setina Window Barrier, Steel Vertical 21+ Chevy Tahoe *MP#: WK0514TAH21	Cages	\$249.01	\$249.01
1	SM Cargo Box Electronics Drawer	Setina Electetronics drawer to be used with setina cargo box system *MP#: TPA9289	Cabinet	\$348.07	\$348.07
1	SM Tahoe Cargo Box No-Lock	Setina Cargo box for 21+ Chevy Tahoe, Non Locking drawer, Open top storage *MP#: TK0247TAH21	Cabinet	\$882.68	\$882.68
49	Hourly Labor			\$85.00	\$4,165.00

Per Vehicle	\$17,664.02
Qty of Vehicles	1
Subtotal	\$17,664.02
Tax (0%)	\$0.00
<b>Total</b>	<b>\$17,664.02</b>

## Notes

NJ State Contract # T-0106 Blanket

PO# 17-FLEET-00749

Elite \* SoundOff Signal \* Setina \* Gamber



**Elite Vehicle Solutions**  
 1000 Bennett Blvd, Unit 6  
 Lakewood, NJ 08701  
 732-534-2377



**Estimate**  
 Estimate #: C08044  
 Date: 12-20-2022

**Customer info:**  
 Pennington Police  
 30 N Main St  
 Pennington, NJ, 08534

### Chevy Tahoe Police 2021 - 2022

Qty	Part Number	Description	Location	Unit Price	Total
1	EM Int Dome 5 x 3 Grey C	Interior Dome Light Grey with Connector *MP# ECVDMLTST4G	Roof	\$24.75	\$24.75
1	CM Ant Cable 30ft NMO	30ft coax antenna cable 3/4 nmo mount	Roof	\$29.00	\$29.00
1	CM Antenna 1/4 wave whip UHF Black	LAIRD 470-490 MHz Unity gain 1/4 wave antenna in black. Brass button contact design provides a superior match at feedpoint. Order Motorola style mount separate	Roof	\$20.00	\$20.00
1	CM Ant Cable 30ft NMO	30ft coax antenna cable 3/4 nmo mount	Roof	\$29.00	\$29.00
1	CM Antenna 1/4 wave whip VHF Black	LAIRD 152-162 MHz Unity gain 1/4 wave antenna in black. Brass button contact provides a superior match at feedpoint. Order mount separately.	Roof	\$20.00	\$20.00
1	SO Int Dome LED R/W	Soundoff Signal - LED DOME LIGHT, UNIVERSAL MOUNT W/ RED LED NIGHT LIGHT - WHITE LENS *MP#: ECVDMLTAL00	Roof	\$59.95	\$59.95
1	EM Tahoe EB Kit	Chevy Tahoe Front End Harness System, Includes BluePrint Node	Front	\$337.50	\$337.50
1	EM Spkr 100J - CW	100 Watt Siren Speaker, With Waterproof Connector *MP#: EM Spkr 100J - CW	Front - Grill	\$167.40	\$167.40
1	SO Tahoe Spkr Bkt	Sound Off Signal Vehicle Specific Siren Speaker Bracket 1 or 2 Speakers *MP#: ETSSVBK07	Front - Grill	\$30.25	\$30.25

Qty	Part Number	Description	Location	Unit Price	Total
1	EM Tahoe PB450L RBW - CW	Aluminum Push Bumper with 4 Integrated Tri Color Nforce Lights, RBW, 2 Fwd, 2 Side, With Waterproof Connector, Chevy Tahoe 21+ (SCPN: EM Tahoe PB450L Dual CW)	Front - Grill	\$1,066.50	\$1,066.50
1	SO Tahoe NF Front Dual RBW	Sound Off Signal Vehicle Specific NForce Interior Lightbar 21+ Chevy Tahoe Front - Dual Color R/W-B/W - *MP# : ENFWBF (12 LED)	Front - Windshield	\$979.00	\$979.00
1	SO Inter SM B/W	Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 16 LEDs, Dual Color - Blue/White *MP#: ENT3B3E	Side - Mirrors	\$172.15	\$172.15
1	SO Inter SM R/W	Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 16 LEDs, Dual Color - Red/White *MP#: ENT3B3D	Side - Mirrors	\$172.15	\$172.15
1	SO Tahoe Mirror Bkt DS	Sound Off Signal Under Mirror Mount Bracket Kit (each) for SM Intersector Light on Ford Utility 21+ Chevy Tahoe - DS *MP#: PMP2BKUMB5-D	Side - Mirrors	\$24.20	\$24.20
1	SO Tahoe Mirror Bkt PS	Sound Off Signal Under Mirror Mount Bracket Kit (each) for SM Intersector Light on Ford Utility 21+ Chevy Tahoe - PS *MP#: PMP2BKUMB5-P	Side - Mirrors	\$24.20	\$24.20
2	EL NF SD Red/Blue/White - C	Nforce Deck/Grill Led Light Red/Blue/White with Connector *MP#: EM NF SD Red/Blue/White - C	Side - Rear Window	\$135.54	\$271.08
1	EM Tahoe Hatch Kit	Chevy Tahoe Hatch Harness System, Includes Blueprint Node	Rear	\$337.50	\$337.50
2	SO MPWR 4 STM RBW	Soundoff Signal - mpower 4 Fascia Light w/ Stud Mount, 18in hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *MP#: EMPS2STS5RBW	Rear - Hatch	\$125.95	\$251.90

Qty	Part Number	Description	Location	Unit Price	Total
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1	SO MPWR 4 STM Red	Soundoff Signal - mpower 4 Fascia Light w/ Stud Mount, 18in hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Red *MP#: EMPS2STS2R	Rear - Hatch	\$96.80	\$96.80
2	SO Int Dome 5 x 3 Grey	Soundoff Signal - Interior Cargo/Dome Light, Flush Surface Mount, 5" x 3" - GREY *MP#: ECVDMILTST4G	Rear - Hatch	\$24.75	\$49.50
1	SO Tahoe NF Rear RBA	Sound Off Signal Vehicle Specific Nforce Rear Interior Bar Red/Blue Amber Override 21+ Chevy Tahoe *MP#: ENFWB00EQR	Rear - Window	\$1,163.25	\$1,163.25
1	Console 12V Outlet	Console Panel Mount 12Volt Outlet. With Dust Cover	Console	\$12.50	\$12.50
1	GJ Tahoe Console Kit	Chevrolet Tahoe Console Box Kit with Armrest and Cup Holder *MP#: 7170-0893-01	Console	\$630.18	\$630.18
3	Mag Mic	Magnetic Mic Adapter and mount	Console	\$46.00	\$138.00
1	GJ Dock CF 54/55 No RF Int Pwr	Gamber Johnson - Panasonic Toughbook 54/55 Docking Station, Dual RF *MP#: 7160-0577-02	Console - PC	\$767.88	\$767.88
1	GJ Mongoose XLE	Gamber Johnson XLE9 Motion Attachment *MP#: 7160-1216-09	Console - PC	\$294.84	\$294.84
1	DB 9in Panavise	PanaVise - 9" Slimline Adjustable electronics bracket	Console - PC	\$31.00	\$31.00
1	SO Tahoe BP Can	SoundOff Signal Link Module for 2021+ Chevy tahoe *MP#: ENGLMK001	Console - Electronics	\$322.85	\$322.85

Qty	Part Number	Description	Location	Unit Price	Total
1	EL 500 Knob Controller	Sound Off Signal 500 Series BluePrint Knob Siren / Light Controller *MP#: EL 500 Knob Controller	Console - Electronics	\$203.58	\$203.58
1	SO BP Sync	Soundoff Signal BluePrint Car-to-car Sync module *MP#: ENGSYMD01	Console - Electronics	\$231.00	\$231.00
1	EM Tahoe Cabin Kit	Chevy Tahoe Vehicle Specific Main Harness System	Electronics	\$1,053.00	\$1,053.00
1	SM Cargo Box Electronics Drawer	Setina Electetronics drawer to be used with setina cargo box system *MP#: TPA9289	Electronics	\$348.07	\$348.07
1	SM Tahoe 6VS	Setina Single Prisoner #6VS Coated Poly REQ REPLACEMENT SEAT 21+ Tahoe *MP#: 1K0574TAH21FSR	Cages	\$959.65	\$959.65
1	SM Tahoe 12VS Metal	Setina Rear Partition#12VS Vinyl Coated Expanded Metal 21+ Tahoe *MP#: PK0123TAH212ND	Cages	\$463.21	\$463.21
1	SM Tahoe Seat Replacement W/ Seat Belts	Setina Full Replacement Transport Seat TPO Plastic, with Center Pull Seat Belts Chevy Tahoe 21+ *MP#: QK1374TAH21	Cages	\$891.61	\$891.61
1	SM Tahoe Door Panel	Setina Door Panel VS TPO Plastic Black Installs Over OEM Door Panels Chevy Tahoe 21+ *MP#: DK0100TAH21	Cages	\$249.01	\$249.01
1	SM Tahoe Window Bar	Setina Window Barrier, Steel Vertical 21+ Chevy Tahoe *MP#: WK0514TAH21	Cages	\$249.01	\$249.01
1	SM Cargo Box Electronics Drawer	Setina Electetronics drawer to be used with setina cargo box system *MP#: TPA9289	Cabinet	\$348.07	\$348.07
1	SM Tahoe Cargo Box No-Lock	Setina Cargo box for 21+ Chevy Tahoe, Non Locking drawer, Open top storage *MP#: TK0247TAH21	Cabinet	\$882.68	\$882.68
49	Hourly Labor			\$85.00	\$4,165.00

Per Vehicle	\$17,664.02
Qty of Vehicles	1
Subtotal	\$17,664.02
Tax (0%)	\$0.00
<b>Total</b>	<b>\$17,664.02</b>

## Notes

NJ State Contract # T-0106 Blanket

PO# 17-FLEET-00749

Elite \* SoundOff Signal \* Setina \* Gamber

**BOROUGH OF PENNINGTON  
RESOLUTION 2023-1.36**

**RESOLUTION AUTHORIZING PURCHASE OF RELATED EQUIPMENT TO BE  
INSTALLED IN 2023 CHEVY TAHOE PURSUIT 4WD SUPERVISOR VEHICLE  
UNDER STATE CONTRACT T-0106 (17-FLEET-00749) FOR POLICE DEPARTMENT**

**WHEREAS**, the Pennington Borough Police Department has a need for a Supervisor Vehicle; and

**WHEREAS**, by Resolution 2023-1.35 Borough Council authorized the purchase of a 2023 Chevrolet Tahoe Pursuit 4WD Supervisor Vehicle from Mall Chevrolet under Cooperative Purchasing through ECSNJ; and

**WHEREAS**, the Chief of Police has obtained a quote for the required equipment to upfit the vehicle from Elite Vehicle Solutions, 1000 Bennett Blvd. Unit 6, Lakewood, NJ 08701; and

**WHEREAS**, Elite Vehicle Solutions is a qualified vendor under State Contract T-0106 (17-Fleet-00749); and

**WHEREAS**, the proposed purchase of related equipment and labor to upfit the 2023 Chevrolet Tahoe is subject to all the terms and conditions of the aforesaid State Contract; and

**WHEREAS**, a copy of the proposal from Elite Vehicle Solutions in the amount of \$17,664.02, is attached to this Resolution; and

**WHEREAS**, purchase of the equipment to upfit the vehicle including labor on 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 General Capital Account under Ordinance 2022-6;

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Pennington that the acquisition of equipment to upfit the 2023 Chevrolet Tahoe Pursuit 4WD for the Pennington Borough Police Department pursuant to the attached proposal from Elite Vehicle Solutions 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					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 January 17, 2023.

\_\_\_\_\_  
Elizabeth Sterling, Borough Clerk

**BOROUGH OF PENNINGTON  
RESOLUTION 2023 – 1.37**

**RESOLUTION AUTHORIZING ONE-MONTH EXTENSION OF SHARED SERVICES  
AGREEMENT WITH THE TOWNSHIP OF MONTGOMERY  
FOR ANIMAL CONTROL SERVICES AND RESCINDING RESOLUTION 2022-12.21**

**WHEREAS**, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.) and Title 8, Chapter 52 of the New Jersey Administrative Code, the Borough of Pennington entered into a three-year shared services agreement with the Township of Montgomery (“Montgomery”) for the provision of Animal Control Services to the Borough;

**WHEREAS**, the three-year contract, of which a copy is attached, became effective as of January 1, 2020 and extended through December 31, 2022 and has been renewed annually;

**WHEREAS**, Montgomery Township, by letter of its Administrator dated November 2, 2022, has advised the Borough that upon the expiration of the current contract it does not wish to continue the relationship for another term but will offer a three-month contract extension to permit the Borough to secure an agreement with another municipality;

**WHEREAS**, Borough Council approved Resolution 2022-12.21 which authorized a three month extension of the contract with Montgomery Township for Animal Control Services; and

**WHEREAS**, the price proposed by Montgomery Township for this extension is \$3,668.87 for the three months combined, with all other terms of the existing contract to remain the same;

**WHEREAS**, the Borough administration has secured with Hopewell Township a three-year shared services agreement for animal control services to be effective February 1, 2023; and

**WHEREAS**, Borough Council seeks to rescind Resolution 2022-12.21 authorizing a three month extension; and

**WHEREAS**, Borough Council seeks to enter into a one month extension for a prorated amount of \$1,222.96;

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Pennington, that the Mayor, with the attestation of the Borough Clerk, is hereby authorized to enter into an amended one month extension of contract with Montgomery Township, for the price of \$1,222.96 for the with all other terms of the existing animal control services contract to remain the same, subject to execution of a written document effecting the extension approved by the Borough Attorney; and

**BE IT FURTHER RESOLVED**, that Resolution 2022-12.21 is hereby rescinded.

**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 special meeting on January 17, 2023.

\_\_\_\_\_  
Elizabeth Sterling, Borough Clerk

**BOROUGH OF PENNINGTON  
RESOLUTION 2022 – 12.21**

**RESOLUTION AUTHORIZING THREE-MONTH EXTENSION OF SHARED SERVICES  
AGREEMENT WITH THE TOWNSHIP OF MONTGOMERY  
FOR ANIMAL CONTROL SERVICES**

**WHEREAS**, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.) and Title 8, Chapter 52 of the New Jersey Administrative Code, the Borough of Pennington entered into a three-year shared services agreement with the Township of Montgomery (“Montgomery”) for the provision of Animal Control Services to the Borough;

**WHEREAS**, the three-year contract, of which a copy is attached, became effective as of January 1, 2020 and extended through December 31, 2022 and has been renewed annually;

**WHEREAS**, Montgomery Township, by letter of its Administrator dated November 2, 2022, has advised the Borough that upon the expiration of the current contract it does not wish to continue the relationship for another term but will offer a three-month contract extension to permit the Borough to secure an agreement with another municipality;

**WHEREAS**, the price proposed by Montgomery Township for this extension is \$3,668.87 for the three months combined, with all other terms of the existing contract to remain the same;

**WHEREAS**, the Borough administration is in the process of securing with Hopewell Township a three-year shared services agreement for animal control services to be effective, upon approval by the respective governing bodies, on April 1, 2023;

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Pennington, that the Mayor, with the attestation of the Borough Clerk, is hereby authorized to enter into the aforesaid three-month extension of contract with Montgomery Township, for the price of \$3,668.87 for the three months combined, with all other terms of the existing animal control services contract to remain the same, subject to execution of a written document effecting the extension approved by the Borough Attorney.

**Record of Council Vote on Passage**

<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>	<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>
Angarone	X				Gross				Absent
Chandler	X				Marciante	M			
Gnatt	S				Stern				Absent

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 special meeting on December 29, 2022.

\_\_\_\_\_  
Elizabeth Sterling, Borough Clerk



**BOROUGH OF PENNINGTON  
RESOLUTION 2023 – 1.38**

**RESOLUTION AUTHORIZING SHARED SERVICES  
AGREEMENT WITH HOPEWELL TOWNSHIP FOR ANIMAL CONTROL SERVICES**

**WHEREAS**, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.), the Borough of Pennington seeks to enter into a contract with Hopewell Township for the provision of Animal Control Services to the Borough;

**WHEREAS**, Hopewell Township provides full-service Animal Control to its residents;

**WHEREAS**, Hopewell Township will provide Animal Control Services to the Borough equivalent to the services it provides its own municipality, using Hopewell's own staff or through contracts with outside agencies;

**WHEREAS**, without limiting the generality of the foregoing, Hopewell will provide a licensed Animal Control Officer and Animal Control Investigator to perform services in accordance with Best Practices promulgated by the New Jersey Department of Health, including but not limited to:

1. respond timely to calls and complaints concerning lost, stray, injured or nuisance domestic animals, as well as suspect rabid wild or domestic animals and vicious dogs;
2. capture stray domestic animals;
3. capture wild animals rabies vectors (eg., raccoons, skunks, groundhogs, foxes and bats) threatening the safety and health of residents;
4. investigate reports of animal bite incidents and vicious dogs, with seizure and impoundment of dogs meeting criteria for being vicious dogs under State law;
5. transport captured animals to impoundment facility;
6. evaluate captured animals being transported as to need for emergency veterinary care and contact veterinarian when necessary;
7. care for, feed and maintain sanitation of animals in the public pound and observe their physical condition and behavior;
8. promote the adoption of animals and support their spaying and neutering;
9. capture, impound and arrange for humane destruction of suspect rabid animals;
10. transport suspect rabies specimens for analysis at the State Public Health Laboratory;
11. investigate animal neglect and cruelty incidents;
12. investigate complaints regarding stray animals and licensed and unlicensed domesticated animals;
13. follow-up of routine dog bites, monitoring and release from home confinement;
14. patrol as appropriate for stray cats and dogs;
15. keep records to document all calls, activities and animals picked up, including the disposition of each animal;
16. issue summons for violations of local or state animal control regulations.

**WHEREAS**, Hopewell will impound and otherwise house animals from the Borough as needed at the Township's contracted kennel facility, and Hopewell shall provide all normal and customary kennel services that it provides to its own impounded animals;

**WHEREAS**, Borough residents redeeming or surrendering animals must pay applicable Hopewell shelter fees and these fees will be retained by Hopewell as a host community benefit;

**WHEREAS**, determination of adoptability or need for euthanasia of any animal will be at the discretion of Hopewell subject to applicable state laws;

**WHEREAS**, Hopewell will provide coverage for after-hours response to animal control emergencies, which shall include but not be limited to:

1. any sick or threatening animal;
2. animal cruelty;
3. bats in house, if there is possible exposure;
4. dogs at large that are being held by resident or police;

**WHEREAS**, Hopewell will provide veterinary and animal handling support for one annual rabies vaccination clinic for cats and dogs, at a time and location determined by mutual agreement, with the Borough responsible for providing clerical/administrative support for this clinic;

**WHEREAS**, Hopewell will provide a monthly report documenting its activities and will maintain associated files according to New Jersey Records Retention standards;

**WHEREAS**, all services performed under the contract will be performed in accordance with applicable State standards, laws and regulations;

**WHEREAS**, the following services are not to be covered by the contract:

1. issuance of dog licenses (which shall remain the Borough's responsibility);
2. capture of nuisance wildlife not presenting a threat to health and safety;
3. deer carcass removal;
4. dog census (which would require an extra fee);
5. initial "Notice of Bite and Confinement" reports (usually prepared by Police Department and forwarded to Animal Control for follow-up);
5. activities commonly known as "Trap/Neuter/Release" or Managed Feral Cat Colonies (with the understanding that Hopewell animal control policy does not support feral cat colonies), Township policy does not recognize feral cat colonies, but encourages responsible pet ownership;

**WHEREAS**, it is understood that the services provided by Hopewell shall include manpower, vehicle costs, veterinarian bills, euthanasia costs, adoption costs and, except as otherwise specified, all other costs it incurs related to work under the contract;

**WHEREAS**, it is further understood that the fee for Hopewell's services under the contract is based on a per capita allocation of direct costs associated with performing the services described above, including employee salary, office expenses, subcontractor agreements, equipment and supplies, and personnel training, with additional costs for excess mileage and overtime;

**WHEREAS**, the proposed shared services agreement is for a five year period with renewals annually, meaning that it can be effectively terminated, on notice, at the end of each year;

**WHEREAS**, the fees for services reflect an annual increase, with the understanding that if the actual cost of services exceeds the fee in a given year, or, conversely, there is a decline in costs, Hopewell reserves the right to provide the Borough a revised fee for the following year based upon such actual increase or decrease in costs;

**WHEREAS**, the annual fees agreed to be paid to Hopewell for services under the contract are as follows:

February 1, 2023 - December 31, 2023:	\$13,000.00 *
January 1, 2024 - December 31, 2024:	\$13,260.00
January 1, 2025 - December 31, 2025:	\$13,525.20
January 1, 2026 – December 31, 2026	\$13,795.50
January 1, 2027- December 31, 2027	\$14,071.41

- For the first year of the agreement the amount of \$13,000 per annum shall be prorated such that \$11,916 shall be paid to Hopewell Township in 2023.

**WHEREAS**, the form of agreement proposed by Hopewell Township is attached;

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Pennington, that the Mayor, with the attestation of the Borough Clerk, is hereby authorized to enter into a shared services agreement with Hopewell Township complying in substance with the form attached and the related contract proposal, incorporating Best Practices as aforesaid, and subject to 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 January 17, 2023.

\_\_\_\_\_  
Elizabeth Sterling, Borough Clerk

## SHARED SERVICES AGREEMENT BETWEEN PENNINGTON BOROUGH AND HOPEWELL TOWNSHIP FOR ANIMAL CONTROL SERVICES

**This Agreement,** This Agreement, made this \_\_\_day of \_\_\_, by and between the Borough of Pennington and the Pennington Borough Board of Health, having their principal place of business at 30 North Main Street, Pennington, NJ 08534, (collectively referred to as "Borough"), and the Township of Hopewell having their principal place of business at 203 Washington Crossing Road, Titusville, New Jersey 08560 (collectively referenced to as "Township");

**WHEREAS,** New Jersey State law authorizes local governmental units to enter shared services agreements with other local governmental units to provide services which each local government is permitted to provide on its own (N.J.S.A. 40:65-4); and

**WHEREAS,** the Township provides animal control services to its municipality in compliance with the standards set forth in N.J.S.A. 4:19-15.16 and N.J.A.C. 8:23A -1.1-1.13, including the impoundment and housing of animals at a kennel; and

**WHEREAS,** the Borough desires to have the Township provide animal control services, as described in more detail below, for a fee;

**NOW THEREFORE,** in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### **A. SCOPE OF SERVICES.**

1. The Township will provide a licensed Animal Control Officer for the following services:
  - Capture and impound stray animals and unlicensed dogs.
  - Care for, feed, and maintain the sanitation of animals in the Township's contracted kennel facility and observe their physical condition and behavior.
  - Contact veterinarian when necessary.
  - Capture, impound, and arrange for humane destruction of suspected rabid animals
  - Transport suspected rabies specimens for analysis at the State Public Health Laboratory
  - Investigate potentially dangerous dog incidents
  - Investigate animal neglect and cruelty incidents

- Investigate complaints regarding stray animals, and licensed and unlicensed domesticated animals.
  - Follow-up of routine dog bites, monitoring and release from home confinement
  - Issue summons for violations of local or state animal control regulations.
  - Promote the adoption of animals and support their spaying/neutering
  - “Notice of Bite and Confinement” reports
2. The Township Animal Control Officer will impound and otherwise house animals from the Borough as needed at the Township’s contracted kennel facility, and will provide all normal and customary kennel services provided to other impounded animals.
  3. The Township will provide Animal Control services for the Borough equivalent to its own municipality, including manpower, vehicle costs, veterinarian bills, euthanasia costs, and adoption costs.
  4. Borough residents redeeming or surrendering animals must pay applicable Township shelter fees. These fees will be retained by the Township as a host community benefit.
  5. Determination of adoptability or need for euthanasia of any animal will be at the discretion of the Township Animal Control Officer, subject to applicable state laws.
  6. The Township Animal Control Officer will provide coverage for after-hours animal control emergency response in the Borough. An emergency consists of:
    - Any sick or threatening animal
    - Animal cruelty
    - Bats in house if there is possible exposure
    - Dogs at large that are being held by resident or police
  7. The Township Animal Control Officer will provide veterinary and animal handling support for one annual rabies vaccination clinic for cats and dogs, at a time and location by mutual agreement.

8. The Township Animal Control Officer will provide a quarterly report documenting its activities to the Borough, and will maintain associated files according to New Jersey Records Retention standards.
9. This Agreement does not create an employment relationship between the Township's Animal Control Officer and the Borough. While performing duties in the Borough, the Township's Animal Control Officer shall be compensated according to the terms of his employment with the Township.
10. While on duty rendering assistance to the Borough, to the extent permitted by law, the Township's Animal Control Officer shall have the same powers, authority and immunities as Borough personnel, and shall act as the Borough's agent, pursuant to N.J.S.A. 40A:65-7(d).

**B. EXCLUSIONS.**

11. The following services are excluded from this Agreement:
  - Pet licensing
  - Nuisance wildlife not presenting a threat to public health and safety
  - Deer Carcass removal
  - Dog census (available for an additional fee)
  - Activities commonly known as "Trap/Neuter/Release" or Managed Feral Cat Colonies. Township policy does not support managed feral cat colonies, but supports responsible pet ownership.

**C. EFFECTIVE DATE/TERMINATION.**

12. This Agreement is for a five (5) year period, beginning on February 1, 2023 and ending on December 31, 2027. Each party shall notify the other in writing 60 days before the expiration of this Agreement if it desires to renew the Agreement.

**D. FEES.**

13. The Borough shall pay the Township at the following rate for the services described in this Agreement:

February 1, 2023 - December 31, 2023	\$13,000.00*
January 1, 2024 – December 31, 2024:	\$13,260.00

January 1, 2025—December 31, 2025:	\$13525.20
January 1, 2026—December 31, 2026:	\$13795.50
January 1, 2027—December 31, 2027:	\$14071.41

\* For the first year of the agreement the amount of \$13,000 per annum shall be prorated such that \$11,916 shall be paid to Hopewell Township in 2023.

In the event of an unforeseen, state-imposed requirement, which is beyond the scope of this agreement, the parties may negotiate an adjustment to the amounts set forth in #13.

The fee above shall be paid in two equal installments, the first no later than February 1 and the second no later than August 1 of each year that this Agreement is in effect.

**E. LIABILITY/HOLD HARMLESS.**

14. The Township and the Borough shall be responsible for acts of their own negligence consistent with the provisions of the New Jersey Tort Claims Act, NJSA 59:1-1 *et seq*, arising out of or related to performance of any activity under the terms of this agreement. The Borough agrees to indemnify and hold the Township harmless from liability and damages on any and all claims made by third parties concerning the use of the Township's Animal Control Services pursuant to this Agreement.

**F. MISCELLANEOUS.**

15. This Agreement shall become effective upon the adoption of appropriate resolutions by the Township and Borough approving the terms and conditions set forth in this Agreement and authorizing the Mayor and Clerk to authorize this Agreement. The Agreement may be executed in counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.
16. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of the Agreement.

17. Any and all notices, pursuant to this Agreement, shall be in writing and shall be deemed given only if delivered personally, by certified mail, or by overnight mail.
18. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties.
19. The Township and the Borough represent that they have duly advised their insurance carriers of the terms and conditions of this Agreement.
20. If any section, paragraph, subsection, clause, or provision of this Agreement shall be adjudged by a court to be invalid, such adjudication shall only apply to the section, paragraph, subsection, clause, or provision so adjudges and the remainder of this Agreement shall be deemed valid and effective.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed the day and year first above written.

ATTEST:

BOROUGH OF PENNINGTON

\_\_\_\_\_  
BOROUGH CLERK,  
BETTY STERLING

\_\_\_\_\_  
MAYOR  
JAMES M. DAVY

ATTEST:

TOWNSHIP OF HOPEWELL

\_\_\_\_\_  
TOWNSHIP CLERK,  
LAURIE GUMPH

\_\_\_\_\_  
MAYOR  
COURTNEY PETERS MANNING



New Jersey Department of Health Office of Local Public Health  
P. O. Box 360 Trenton, NJ 08625-0360

## UNIFORM SHARED PUBLIC HEALTH SERVICES AGREEMENT GUIDELINES

Pursuant to the provisions of the Local Health Services Act, N.J.S.A. 26:3A2-10, each municipality is required to provide a program of public health services which meets standards set forth in Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52. In cases where a municipality chooses not to establish and maintain its own local health department, it may satisfy the Standards' requirements by entering into a Uniform Shared Services Agreement with a provider local health agency. The purpose of this shared services agreement is to assure that appropriate, required and needs-based health services are provided within the contracting municipality. Such an agreement brings direct and full responsibility for administration, oversight and direction of all health services and activities to the provider, its Health Officer and designated staff. In some cases, the provider is also responsible for the direct provision of public health services for the recipient as delineated in the Agreement. In this regard, a municipality cannot name the Health Officer of another local health agency as its Health Officer without relinquishing the daily administrative responsibilities for all public health services to the provider health agency. The Agreement is a Public Health Services Agreement, not simply an agreement for a Health Officer. This should be clearly described in the preamble to the terms of the Agreement.

The terms of the Agreement must clearly address the following, as a minimum:

- Designation of the provider local health department's Health Officer as the full-time Health Officer and chief executive officer for all health services within the contracting municipality.
- Provider health department shall provide to the contracting municipality a public health Program that meets the standards set forth in Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52, or its successor regulatory standards.
- In cases where the provider health department does not directly conduct all services/activities, the provider and contracting municipality's responsibilities for specific services/activities are to be itemized and delineated in the shared services agreement. For example, the contracting municipality employs its own Registered Environmental Health Specialist (REHS) who performs sanitary inspections, etc.; his or her activities will be overseen and directed by the provider Health Officer while the service which is provided would be listed as being conducted by the contracting municipality. On the other hand, the provider may provide a Communicable Disease Control Program to the contracting municipality, including all necessary staff and activities, this would be listed as being conducted by the provider.

By virtue of the Agreement, the provider health department is responsible for assuring that health services meet the terms of Practice Standards. Staff employed by the contracting municipality may remain employed by that municipality, but must report to the provider department's Health Officer or designated representative. The provider local health department and its Health Officer are accountable for all health services and activities and for all health issues that arise or need to be addressed, within the recipient municipality.

-2-

- The Health Officer or his or her designee shall participate in regular meetings with the contracting municipality's public health staff, governing body, Board of Health and other representatives to assure open communications and the planning/implementation of health services that meet the municipality's health needs.
- The Agreement shall be for a minimum of two years pursuant to the provisions set forth at N.J.S.A 3A2-12. However, either party may terminate the Agreement for just cause provided that the termination is in writing. Short term Agreements may be established for interim Health Officer and program direction during the time that a governing body or Board of Health is seeking to fill the full-time Health Officer position. In these situations, the criteria listed above are still required to be part of such Agreements.

Provider health departments are encouraged to have the New Jersey Department of Health review a copy of the proposed Agreement, in final draft form and prior to execution, to assure that it meets the above criteria.

A copy of the executed Uniform Shared Public Health Services Agreement is to be submitted to the Department upon execution.

Office of Local Public Health

LH-9 (Guidelines)  
FEB 12