



# **BOROUGH COUNCIL MEETING - JUNE 1, 2026 AGENDA**

**Monday, June 01, 2026 at 7:00 PM**

**Online via Zoom**

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## **CALL TO ORDER - Mayor Davy**

## **ROLL CALL - Borough Clerk - GP Caminiti**

Angarone; Chandler; Kassler-Taub; Rubenstein; Stern; Valenza; Mayor Davy

## **OPEN PUBLIC MEETINGS STATEMENT**

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

## **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.** Proclamation: Gun Violence Awareness Day (Wear Orange)

## **PRESENTATIONS**

- 2.** Environmental Commission Presentation - 2026 Agenda (Kieran John)

## **APPROVAL OF MINUTES**

- 3.** March 30, 2026 Work Session Minutes
- 4.** April 6, 2026 Regular Council Meeting Minutes

## **ORDINANCES FOR INTRODUCTION**

- 5.** Ordinance 2026-23 - Amending Ordinance 2026-17 Rate of Compensation of Officers and Employees of the Borough of Pennington

## **ORDINANCES FOR PUBLIC HEARING AND ADOPTION**

- [6.](#) Ordinance 2026-19: Amending Chapter 98 Fees for Borough Services
- [7.](#) Ordinance 2026-20: Pertaining to Adjustment of Sewer Fees
- [8.](#) Ordinance 2026-21: Establishing the Office of Deputy Clerk
- [9.](#) Ordinance 2026-22: Amending Bond Ordinance: Borough Hall

### **COMMITTEE REPORTS**

- 10. Personnel / Economic Development** - Ms. Angarone
- 11. Public Works / Senior Advisory Board** - Ms. Stern
- 12. Finance / Public Safety / Open Space / Arboretum / Landfill** - Mrs. Chandler
- 13. Board of Health / Environmental Commission / Shade Tree** - Mr. Rubenstein
- 14. Planning Board / Historic Preservation / Parks & Recreation** - Ms. Kassler-Taub
- 15. Library Board / Hopewell Green Team / Net Zero Committee** - Mr. Valenza

### **COUNCIL DISCUSSION**

### **NEW BUSINESS**

- [16.](#) Resolution 2026-6.1 - Authorize Payment of Bills
- [17.](#) Resolution 2026-6.2 - Appointing Deputy Registrar R. Tillou
- [18.](#) Resolution 2026-6.3 - Amending Official Borough Newspapers and Signatories for 2026
- [19.](#) Resolution 2026-6.4 - Liquor License Renewal
- [20.](#) Resolution 2026-6.5 - Approve Engineering Professional Services Agreement
- [21.](#) Resolution 2026-6.6 - Bids for Lead Service Lines
- [22.](#) Resolution 2026-6.7 - Emily's Cafe outdoor dining 2026
- [23.](#) Resolution 2026-6.8 - ARRIVE PPD-MHSP MOU Pennington PD & Capital Health Services
- [24.](#) Resolution 2026-6.9 - Beer Garden Permit Approval

### **PROFESSIONAL REPORTS**

Borough Administrator - GP Caminiti

Borough Attorney - Walter Bliss

Borough Clerk - Betty Sterling

Chief Financial Officer - Sandy Webb

Superintendent of Public Works - Rick Smith

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**CLOSED SESSION**

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

**CLOSED SESSION**

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

- 25. Personnel Matters

**ADJOURNMENT**

**2026 PROCLAMATION  
DECLARING THE FIRST FRIDAY IN JUNE TO BE  
NATIONAL GUN VIOLENCE AWARENESS DAY**

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the Borough of Pennington to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to end this public health crisis.

**WHEREAS**, every day, nearly 130 people in the United States are killed by gun violence and more than 200 are shot and wounded, with an average of more than 19,000 gun homicides every year; and

**WHEREAS**, people in the United States are 26 times more likely to die by gun homicide than people in other high-income countries; and

**WHEREAS**, NJ has 442 gun deaths every year, with a rate of 4.8 deaths per 100,000 people, a crisis that costs the state 5.3 billion dollars each year, of which 168.9 million is paid by taxpayers. NJ has the forty-sixth highest rate of gun deaths in the US; and

**WHEREAS**, gun homicides and assaults are concentrated in cities, with more than half of all gun homicides in the nation occurring in 42 cities; and

**WHEREAS**, communities across the nation, including in Pennington, are working to end the senseless violence with evidence-based solutions; and

**WHEREAS**, protecting public safety in the communities they serve is mayors' highest responsibility; and

**WHEREAS**, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from those who are a danger to themselves or others; and

**WHEREAS**, mayors, councilmembers, and law enforcement officers — in partnership with local violence intervention activists and resources — know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

**WHEREAS**, gun violence prevention is more important than ever as we see gun violence continue to impact communities across the country;

**WHEREAS**, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 5, 2026 to recognize the 29th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to —

- (1) Hadiya Pendleton and other victims of gun violence; and
- (2) the loved ones of those victims; and

**WHEREAS**, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life; and

**WHEREAS**, anyone can join this campaign by pledging to wear orange on June 5, the first Friday in June 2026, to help raise awareness about gun violence; and

**WHEREAS**, by wearing orange on June 5, 2026 people across the United States will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

**WHEREAS**, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them and encourage responsible gun ownership to help keep our families and communities safe.

**NOW, THEREFORE BE IT RESOLVED**, that Mayor Jim Davy of the Borough of Pennington declares the first Friday in June, June 5, 2026, to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic impacts of gun violence and to save lives.

Dated this 1<sup>st</sup> day of June 2026

\_\_\_\_\_  
Jim Davy, Mayor

**BOROUGH OF PENNINGTON  
ORDINANCE #2026-23**

**AMENDING ORDINANCE 2026-17 TO PROVIDE FOR AND DETERMINE THE RATE OF COMPENSATION OF OFFICERS AND EMPLOYEES OF THE BOROUGH OF PENNINGTON, COUNTY OF MERCER, STATE OF NEW JERSEY FOR THE YEAR 2026**

**BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF PENNINGTON AS FOLLOWS:**

**SECTION I: EMPLOYMENT POSITIONS/ANNUAL COMPENSATION**

- a. The following officer and employee designations are hereby confirmed; and the rate of compensation of each such officer and employee, whose compensation shall be on an annual basis, is as follows:

Borough Administrator	\$154,500.00
Borough Clerk - (Jan 1, 2026 – April 30, 2026)	\$51,110.64
Borough Clerk – (May 1, 2026 – December 31, 2026)	\$25,000.00
Deputy Borough Clerk – (May 1, 2026 – December 31, 2026)	\$15,000.00
Assistant CFO	\$122,635.50
Chief Financial Officer (part time) Jan 1, 2026 – Dec 31, 2026	\$98.68/hour
Chief Financial Officer (full time) May 1, 2026-Dec 31, 2026	\$70,000 - \$80,000
Tax Collector (part time) Jan 1, 2026 – April 30, 2026	\$98.68/hour
Tax Collector (part time) May 1, 2026 – December 31, 2026	\$35,000 - \$45,000
Technical Assistant to Construction (part time)	\$32.51/hour
Tax Assessor (part time)	\$15,594.49
Zoning Officer (part time)	\$10,300.00
Land Use Admin/Admin Asst.	\$70,555.00
Deputy Registrar	\$175.00 / month
Supt. of Public Works	\$98,754.96
Licensed Water Operator	\$55,106.33
Assistant to Superintendent of Public Works	\$45,476.01
Foreman	\$87,257.10
Judge of Municipal Court	\$14,826.61
Court Administrator (part time)	\$19,998.13
Prosecutor - (Flat Rate per Court Session/per resolution)	\$ 300.00
Public Defender – (Flat Rate per Court Session/per resolution)	\$ 200.00
Court Officer – (Flat Rate per Court Session)	\$75.00
Lieutenant / OIC	\$134,997.00
Administrative Assistant – Police Department	\$51.17/hour
Construction Official / Fire Sub-Code	\$32,257.87
Plumbing Sub-Code	\$10,300.00
Electric Sub-Code	\$10,300.00
Coordinator of Emergency Management	\$30.00/hour

- a. One person may serve in more than one office or position of employment as listed in Section a hereof.
- b. The amounts shown in Section a. hereof are the maximum amounts to be paid. However, at the discretion of Borough Council, lesser amounts can be paid.

c. The rate of compensation of each employee paid on an hourly basis is as follows:

	Minimum	Maximum
<b>Police Department:</b>		
Crossing Guards	\$ 15.13	\$ 29.42
Crossing Guard – Special Events	\$ 40.00 per hour	
Special Police	\$ 17.00 per hour	
 <b>Part Time Employees – All Departments:</b>		
Part Time or Temporary	\$ 15.13	\$ 25.00
Part Time/Temporary/Licensed	up to a maximum of	\$ 100.00

**SECTION II: Employee/Personnel Manual.**

The terms and conditions of employment as set forth in the Borough Employee or Personnel Manual, as the same may exist and change from time to time, are hereby incorporated herein by reference. The Personnel Manual does not create a contract of employment and except for employees who are tenured; no contract of employment other than “at will” has been expressed or implied. The policies, rules and benefits described in the Manual are subject to change at the sole discretion of the Borough Council at any time.

**SECTION III:**

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed.

**SECTION IV:**

Terms and Conditions of employment for Police and Public Works employees are specified in the respective labor agreements.

**SECTION V:**

This ordinance shall take effect upon final adoption and publication according to law, but the salaries herein provided for shall be retroactive to January 1, 2026 if appropriate.

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

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

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

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

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

ATTEST:

APPROVED:

\_\_\_\_\_  
Gian-Paolo Caminiti, Borough Clerk

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

**BOROUGH OF PENNINGTON  
ORDINANCE #2026-23**

**AN ORDINANCE TO PROVIDE FOR AND DETERMINE THE RATE OF COMPENSATION OF OFFICERS AND EMPLOYEES OF THE BOROUGH OF PENNINGTON, COUNTY OF MERCER, STATE OF NEW JERSEY FOR THE YEAR 2026**

**RECORD OF COUNCIL VOTE ON INTRODUCTION**

<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					Rubenstein				
Chandler					Stern				
Kassler-Taub					Valenza				

**RECORD OF COUNCIL VOTE ON ADOPTION**

<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					Rubenstein				
Chandler					Stern				
Kassler-Taub					Valenza				

**BOROUGH OF PENNINGTON  
ORDINANCE 2026-19**

**ORDINANCE INCREASING AND DECREASING VARIOUS FEES AND  
AMENDING CHAPTER 98 OF THE BOROUGH CODE**

WHEREAS, rising costs have created the need to increase fees for a variety of the Borough’s administrative and other services;

NOW, THEREFORE, BE IT ORDAINED, by Borough Council of the Borough of Pennington, that Chapter 98 of the Borough Code, concerning Fees, is hereby amended (with deleted language crossed out and new language underlined):

1. The following sections of Chapter 98 are amended as follows:

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

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

Application	Fee	Escrow
MINOR SUBDIVISION	\$500 <del>\$550</del>	\$1,000 <del>\$1,100</del> per lot
Resubmission or amendment	\$100 <del>\$110</del>	
Concept review	\$400 <del>\$440</del>	\$300 <del>\$330</del> to be credited
MAJOR SUBDIVISION		
Preliminary	\$1,000 <del>\$1,100</del>	\$600 <del>\$660</del> per lot
Final	\$500 <del>\$550</del>	\$500 <del>\$550</del> per lot
Resubmission or amendment	\$300 <del>\$330</del>	\$400 <del>\$440</del> per lot
Extension	\$150 <del>\$165</del>	
Concept review	\$500 <del>\$550</del>	\$500 <del>\$550</del> to be credited
SITE PLAN		
Preliminary		
Residential	\$600 <del>\$660</del>	\$10 <del>\$11</del> per unit; minimum \$1,000 <del>\$1,100</del>
Nonresidential	\$700 <del>\$770</del>	\$0.10 <del>\$0.11</del> per square foot improved; minimum \$1,000 <del>\$1,100</del>
Final		
Residential	\$400 <del>\$440</del>	\$10 <del>\$11</del> per unit; minimum <del>\$500</del> <del>\$550</del>
Nonresidential	\$500 <del>\$550</del>	\$0.05 <del>\$0.06</del> per square foot improved; minimum \$1,000 <del>\$1,100</del>
Resubmission or amendment		

Application	Fee	Escrow
Residential	\$300 <del>\$330</del>	\$300 <del>\$330</del> + \$10 per unit
Nonresidential	\$400 <del>\$440</del>	\$500 <del>\$550</del> + \$0.10 per square foot improved
Waiver	\$400 <del>\$440</del>	\$500 <del>\$550</del>
Extension	\$150 <del>\$165</del>	\$500 <del>\$550</del>
Concept review	\$300 <del>\$330</del>	\$1,000 <del>\$1,100</del> to be credited
<b>CONDITIONAL USES</b>		
Residential	\$500 <del>\$550</del>	\$1,000 <del>\$1,100</del>
Nonresidential	\$600 <del>\$660</del>	\$1,500 <del>\$1,650</del>
<b>INTERPRETATIONS</b>		
Residential	\$300 <del>\$330</del>	\$1,000 <del>\$1,100</del>
Nonresidential	\$600 <del>\$660</del>	\$1,000 <del>\$1,100</del>
<b>APPEALS</b>		
Residential	\$300 <del>\$330</del>	\$1,000 <del>\$1,100</del>
Nonresidential	\$500 <del>\$550</del>	\$1,000 <del>\$1,100</del>
<b>VARIANCES</b>		
Bulk		
Residential	\$300 <del>\$330</del> per variance	\$2,000 <del>\$2,200</del>
Nonresidential	\$500 <del>\$550</del> per variance	\$1,500 <del>\$1,650</del> per variance
Use		
Residential	\$500 <del>\$550</del>	\$2,000 <del>\$2,200</del>
Nonresidential	\$600 <del>\$660</del>	\$3,000 <del>\$3,300</del>
<b>SPECIAL MEETING OF BOARD</b>	\$1,000 <del>\$1,100</del>	
<b>ZONING PERMITS</b>		
Residential		
Fence	\$25 <del>\$28</del>	
Principal use	\$60 <del>\$66</del>	
Accessory use	\$30 <del>\$33</del>	
Commercial		
Fence	\$50 <del>\$55</del>	
Principal use	\$150 <del>\$165</del>	
Accessory use	\$60 <del>\$66</del>	
Temporary activity permit	\$50 <del>\$55</del>	
Residential conversion	\$100 <del>\$110</del>	

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

- A. Copy of zoning ordinance: ~~\$40.~~ \$44
- B. Copy of Master Plan: ~~\$25.~~ \$28
- C. Subdivision approval certificate: ~~\$25.~~ \$28
- D. Certified list of property owners: ~~\$0-25~~ \$0.28 per name or ~~\$10~~ \$11, whichever is greater.
- E. USB copy of meeting: ~~\$20~~ \$22

**§ 98-21. Fees.** The following fees shall be payable by the requestor to the Borough of Pennington for Municipal Court discovery provided to the requestor:

- A. ~~Seventy five~~ Eighty-five cents per page for each of the first 10 pages photocopied.
- B. ~~Fifty cents~~ Fifty-five cents per page for each of the next 10 pages photocopied.
- C. ~~Twenty five~~ Thirty cents per page for each of the pages photocopied thereafter.
- D. The cost of actual postage for any discovery sent by mail.
- E. ~~Twenty five~~ Thirty cents for the envelope for any discovery sent by mail.
- F. Actual duplication costs for duplicated photographs (other than photocopies).
- G. ~~Five dollars~~ Five Dollars and 50 cents per copy for copies of videotapes, for the extraordinary duplication process required for duplication of videotapes
- H. .For any item that cannot be photocopied on the Borough copy machine or not otherwise provided for in this schedule, the actual cost incurred in making the copy.

**§98-24. Fees.** The fee paid to the Borough for paid detail service shall be as follows:

- A. In calendar year ~~2007~~ 2026 , beginning on the effective date of this ordinance, ~~\$55~~ \$61 for each hour of service by each Borough officer with a minimum payment of ~~\$220~~ \$245 per officer.
- B. In calendar year ~~2008~~ 2027, ~~\$65~~ \$73 for each hour of service by each Borough officer with a minimum payment of ~~\$260~~ \$285 per officer.
- C. In calendar year ~~2009~~ 2028, ~~\$75~~ \$83 for each hour of service by each Borough officer with a minimum
- D. payment of ~~\$300~~ \$330 per officer.
- E. Of the hourly rates specified, ~~\$10~~ \$15 per hour shall be retained by the Borough as an administrative fee.
- F. In addition to the hourly rates specified, ~~\$25~~ \$33 per hour shall be charged by the Borough as an administrative fee.

**§ 98-26. Dog licensing.**

Annual fees related to the licensing of a dog as provided in § 67-2 of this Code are the following:

- A. License fee: ~~\$15~~ \$18 per dog.
- B. Registration tag: ~~\$1~~ \$1.50 per dog.
- C. Surcharge for Pilot Clinic Fund: ~~\$0-20~~ \$0.22 per dog.

- D. Fee for not neutering dog: ~~\$3~~ \$3.50 per dog.
- E. Fee for late registration: ~~\$5~~ \$5.50 per month after May 31.

**§ 98-27. Replacement tags.**

The fee for a replacement tag as required by § 67-4 of this Code is ~~\$5~~ \$5.50

**§ 98-28. Kennels and pet shops.**

Annual license fees for kennels and pet shops as provided in § 67-11 of this Code are the following:

- A. Kennel providing accommodations for 10 or fewer dogs: ~~\$100.~~ \$110
- B. Kennel providing accommodations for more than 10 dogs: ~~\$250.~~ \$275
- C. Pet shop: ~~\$250.~~ \$275
- D. Shelter or pound: \$0.

**§ 98-29. Cat licensing.**

Annual fees related to the licensing of a cat and for lost license tag or sleeve as required by § 67-21 of this Code are the following:

- A. License fee: ~~\$10~~ \$11 per neutered cat; ~~\$13~~ \$15 per non-neutered cat.
- B. Fee for late registration: ~~\$5~~ \$7.50 per month after May 31.
- C. Fee for a replacement license tag or sleeve: ~~\$5.~~ \$7.50

**§ 98-30. Miscellaneous fees.**

The following miscellaneous fees shall be collected as required by the applicable sections of this Code:

- A. Annual license fee for body art establishments, as required by § 76-1 of this Code: ~~\$500.~~ \$550
- B. Peddler's permit, as required by § 147-6 of this Code: ~~\$100.~~ \$110
- C. Registration of vacant building, as required by Chapter 136, Art. II, initially and annually: ~~\$250.~~ \$275
- D. Annual fee for electronic smoking device establishment license: ~~\$600.~~ \$660
- E. Fee for Memorial Tree: ~~\$500.~~ \$1000
- F. Fee for Adopt A Flag: ~~\$50.~~ \$100
- G. ~~Fees for registration as a participant in the annual yard sale including use of yard sign advertising participation: \$25.~~

**§ 98-31. Retail food establishments.**

License fees and related charges for retail food establishments as provided in § 112-1 of this Code shall be:

- A. Retail food establishments at a permanent location that prepare food: ~~\$200~~ \$220 per year or any part thereof for establishments with fewer than 25 seats; ~~\$250~~ \$275 per year or any part thereof for establishments with 25 or more seats.

- B. Retail food establishments at a permanent location that sell only prepackaged food items: ~~\$75~~ \$83 per year or any part thereof.
- C. Mobile food vendors: ~~\$75~~ \$83 per year or any part thereof.
- D. Retail food establishments owned by charitable and/or nonprofit organizations: ~~\$30~~ \$33 per year or any part thereof.
- E. Establishments for temporary events and not licensed as permanent establishment: ~~\$50~~ \$55 per year or any part thereof provided a license application is submitted for each event.
- F. Plan review fee required for all retail food establishments except those owned by charitable and/or nonprofit organizations: ~~\$150~~ \$175

#### **§ 98-32. Vending machines.**

License fees and related charges for food and beverage vending machines as provided in § 112-2 of the Code shall be:

- A. Vending machine permit fee, per machine: ~~\$15~~ \$17.50

#### **§ 98-33. Use of parks.**

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

- A. No permit fee shall be required for a governmental organization with which the Borough of Pennington is directly affiliated.
- B. Permit for use of park by documented nonprofit or Pennington resident: ~~\$75~~ \$83
- C. Permit fee for all others: ~~\$200~~ \$300
- D. All users charged a fee for use as set forth in Subsection C above shall post a refundable security deposit of ~~\$500~~ \$550 chargeable for cost of cleanup or damage to facilities.

#### **§ 98-34. Trash pickup.**

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

- A. Annual fee for one additional approved trash container pursuant to §§ 172-9 and 172-10: ~~\$400~~ \$500.
- B. Bulk trash stickers: one sticker per 40 pounds/~~\$6~~ \$10 each.
- C. Truck rental, if Borough truck is parked at the property overnight or for a weekend: ~~\$300~~ \$500

#### **§ 98-35. Adjacent properties.**

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

- A. Per year for one ninety-five-gallon approved container once/week: ~~\$400~~ \$500
- B. Per year for one additional approved container collected once/week: an additional ~~\$400~~ \$500

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

The fee for replacement of a lost or damaged trash container in accordance with § 172-10 of this Code shall be ~~\$100~~ \$300.

#### **§ 98-36. Snow and ice removal by Borough.**

Computation of charges for the costs incurred by the Borough for removal and remediation of snow and ice on sidewalks pursuant to § 177-3 of this Code shall be based on the following rates:

- A. Equipment hourly rates, including the time required to mobilize and demobilize from the site, subject to a one-hour minimum shall be as follows:
- (1) Snowblower: ~~\$25.~~ \$75
  - (2) Service truck: ~~\$75.~~ \$125
  - (3) Dump truck: ~~\$100.~~ \$200
  - (4) Deicer: cost plus ~~15%.~~ 25%
- B. Labor hourly rates, including the time required to mobilize and demobilize from the site, subject to a one-hour minimum, shall be as follows:
- (1) Foreman: ~~\$85.~~ As per current salary ordinance plus 25%
  - (2) Operator: ~~\$75.~~ \$150
  - (3) Laborer: ~~\$65.~~ \$100
- C. For overtime (OT), a multiplier will be applied to labor rates equal to the highest applicable multiplier from the following:
- (1) Work before 7:30 a.m.: ~~1.5.~~ 2.0
  - (2) Work after 3:30 p.m.: ~~1.5.~~ 2.0
  - (3) Work on Saturday: ~~1.5.~~ 2.5
  - (4) Work on Sunday: ~~2.0.~~ 3.0
  - (5) Work on Borough-recognized holidays: ~~2.0.~~ 3.0
  - (6) Continuous work in excess of 12 hours. 3.0

**§ 98-37. Street opening permits.**

Fees pursuant to Chapter 177, Streets and Sidewalks, Article II, Openings and Excavations, shall be as follows: ~~\$100.~~ \$250 for each permit or ~~\$500.~~ \$1000 for a blanket permit issued to a public utility valid for all or the remainder of the calendar year in which it is issued.

**§ 98-39. Fire safety fees.**

The following fees are authorized by the Uniform Fire Safety Code (P.L. 1983, c. 383; N.J.S.A. 52:27D-192 et seq.) and N.J.A.C. 5:70:2.9(c) pursuant to § 104-6 of this Code:

- A. Life-hazard uses.
- (1) Type 1 permit: ~~\$35.~~ \$38.50
  - (2) Type 2 permit: ~~\$138.~~ \$152
  - (3) Type 3 permit: ~~\$276.~~ \$304
  - (4) Type 4 permit: ~~\$414.~~ \$445
  - (5) Type 5 permit: (Reserved)
- B. Industrial and commercial uses.
- (1) Fees for industrial and commercial uses not classified as life-hazard uses by the Uniform Fire Code shall be as follows:

(square feet)	Fee
Under 1,000	<del>\$25</del> <u>\$28</u>
1,001 to 5,999	<del>\$50</del> <u>\$75</u>
6,000 to 9,999	<del>\$75</del> <u>\$83</u>
10,000 or above	<del>\$100</del> <u>\$110</u>

(2) The payment of the above fees shall be the responsibility of the occupant of the premises.

C. Multiple-family dwellings.

(1) Fees for multifamily dwellings shall be as follows:

- (a) Three to five units: ~~\$15.~~ \$17.50
- (b) Six to 25 units: ~~\$50.~~ \$75
- (c) Twenty-five units and above: ~~\$200.~~ \$220

(3) The payment of the above fees shall be the responsibility of the owner of the premises.

**§ 98-40. Alarms.**

The fee for a certificate of compliance concerning required alarms, pursuant to § 104-12 of this Code, shall be ~~\$35.~~ \$39

**§ 98-42. Standby fees.**

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

A. Quarterly standby fees for private fire-protection systems regardless of the rate or quantity of that service:

Size of Private Lines (inches)	Fee (per connection)
2	<del>\$158</del> <u>\$175</u>
3	<del>\$378</del> <u>\$416</u>
4	<del>\$567</del> <u>\$624</u>
6	<del>\$1,166</del> <u>\$1,283</u>
8	<del>\$2,016</del> <u>\$2,218</u>

B. Customers who are late in making payment of the standby fee will be given notice as to their deficiency in payment, and a copy of this notice shall be sent to the customer's insurance carrier.

C. Standby fees shall be due on March 1, June 1, September 1 and December 1.

**§ 98-43. Connection fees.**

Connection fees pursuant to § 206-3 of this Code are as follows:

A. Standard connection fees:

- (1) Standard water connection is ~~\$2,100.~~ \$2,310
- (2) Standard sewer connection fee is ~~\$3,000.~~ \$3,300

**§ 98-46. Inspection and field service fees.**

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

A. Plan approval, inspection and field service fees pursuant to § 206-6 of the Code are as follows: :

- (1) Plan approval (actual engineering charges up to): ~~\$250.~~ \$275
- (2) Service connections: ~~\$160.~~ \$176
- (3) Lateral connections: ~~\$160.~~ \$176
- (4) Certified construction cost, off-site improvements (escrow): 7.8%.

B. Equipment hourly rates are as follows:

- (1) Backhoe: ~~\$200.~~ \$500
- (2) Service truck: ~~\$100.~~ \$125
- (3) Dump truck: ~~\$150.~~ \$200
- (4) Parts: 200%.

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

C. Labor hourly rates:

(1) Base hourly rates are as follows:

- (a) Foreman: ~~\$85.~~ As per current salary ordinance, plus 25%
- (b) Operator: ~~\$75.~~ \$150
- (c) Laborer: ~~\$65.~~ \$100

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

(2) Overtime (OT) hourly rates are determined by applying the following multipliers to the base labor rates:

- a) (a) Work before 7:30 a.m.: ~~1.5.~~ 2.0
- b) Work after 3:30 p.m.: ~~1.5.~~ 2.0
- c) Work on Saturday and Sunday: ~~1.5.~~ 3.0
- d) Work on Borough-recognized holidays: ~~2.0.~~ 3.0
- e) Continuous work in excess of 12 hours: ~~2.0.~~ 3.0

D. Line-stopping fees are as follows:

- (1) Nondisruptive or minor disruptive: ~~\$250.~~ \$500
- (2) Major disruptive: ~~\$1,200.~~ \$2000

E. Temporary meter charges are as follows:

- (1) Meter installations: ~~\$100.~~ \$110
- (2) Rental (two-week maximum): ~~\$75.~~ \$83
- (3) Removal and recording: ~~\$100.~~ \$110
- (4) Special billing: ~~\$50.~~ \$75

**§ 98-47. Administrative fees.**

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

- A. Interest will be charged at the same rate as the interest on tax bills.
- B. Returned checks: ~~\$25.~~ \$27.50
- C. (Reserved)<sup>8</sup>
- D. (Reserved)<sup>9</sup>
- E. Non-quarterly or additional meter readings. Scheduled: ~~\$75-~~\$100 ; urgent/disputed: ~~\$100~~ \$150. (On non-quarterly billings, if the reading is requested due to an actual error by the Borough, the fee will be waived.)
- F. House inspections on sale of property: regular fee, ~~\$150~~ \$200; fee if less than 10 days' notice, ~~\$250~~ \$300 .
- G. Tanker of water: ~~\$200~~ \$500 plus per-gallon charge for water in accordance with water rates.
- H. Shutting off and turning on water at curb. Scheduled: ~~\$100~~ \$150 ; urgent/disruptive: ~~\$150~~ \$250 .

**§ 98-48. Application and review fees.**

- A. Application and review fees pursuant to § 206-8 of the Code are the following: Per EDU for first EDU: ~~\$15.60.~~ \$17.16
- B. Per EDU for subsequent EDU: ~~\$78.~~ \$86
- C. Request for availability of service: ~~\$62.40.~~ \$69
- D. Certified construction cost, off-site improvements (escrow): 3.2%

**§ 98-50. Annual fees for alcoholic beverage licenses.**

Annual fees for licenses for the sale or distribution of alcoholic beverages in the Borough are the following:

- A. Plenary retail consumption license: ~~\$2,500.~~ \$2,750
- B. Plenary retail distribution license: \$2,750.

**§ 98-51. Charges for costs incurred by Borough for grass cutting and lawn work pursuant to §§ 136-7 and 136-8 of Borough Code.**

- A. Equipment hourly rates, including the time required to mobilize and demobilize from the site, shall be as follows:
  - (1) Lawn mower (hand): ~~\$25~~ \$100 per hour.
  - (2) Lawn mower (tractor): ~~\$50~~ \$150 per hour.
  - (3) Weed wacker: ~~\$25~~ \$75 per hour.
  - (4) Leaf blower: ~~\$25~~ \$75 per hour.
  - (5) Service truck: ~~\$75~~ \$125 per hour.
  - (6) Dump truck: ~~\$100~~ \$200 per hour.
- B. Labor hourly rates, including the time required to mobilize and demobilize from the site, shall be as follows:
  - (1) Foreman: ~~\$85~~ as per current salary ordinance, plus 25% per hour.

- (2) Operator: ~~\$75~~ \$150 per hour.
- (3) Laborer: ~~\$65~~ \$100 per hour.
- C. For overtime (OT), a multiplier will be applied to labor rates equal to the highest applicable multiplier from the following:
- (1) Work before 7:30 a.m.: ~~1.5~~ 2.0
  - (2) Work after 3:30 p.m.: ~~1.5~~ 2.0
  - (3) Work on Saturday: ~~1.5~~ 2.5
  - (4) Work on Sunday: ~~1.5~~ 3.0
  - (5) Work on Borough-recognized holidays: ~~2.0~~ 3.0

Continuous work in excess of 12 hours: ~~2.0~~ 3.0

**§ 98-52. Plan review fees as percentage of construction permit fees.**

- A. Plan review fees shall be computed at 10% of the fee to be charged for the construction permit. For projects which do not require plan review for all subcodes, the fee shall be the appropriate percentage of the subcode fee that is applicable. The minimum plan review fee is ~~\$75~~ \$83.
- B. In accordance with N.J.A.C. 5:23-2.26, a fee of 20% for plan review fees for the Department of Community Affairs will be deducted.

**§ 98-53. Certificate of occupancy fees.**

- A. The fee to be charged for a certificate of occupancy shall be paid before a certificate is issued. The fee will be in addition to the construction permit fee. See N.J.A.C. 5:23-4.18(a)3.
- B. The fee for a certificate of occupancy for new construction for a residential property shall be 10% of the fee charged for the construction permit.
- C. The fee for a certificate of occupancy for a commercial or industrial building for new construction shall be 10% of the fee charged for the construction permit.
- D. The fee for a certificate of continued Uniform Construction Code occupancy in accordance with N.J.A.C. 5:23-4.18(f)2 shall be ~~\$125~~ \$138.

The fee for a certificate of occupancy for any change of use in any use group shall be ~~\$150~~ \$165.

**§ 98-54. Code variation fees.**

The fee for variations from the code shall be as defined in the Uniform Construction Code [N.J.A.C. 5:23-4.20(c)3.viii] and shall be as follows:

- A. Class 1 structures: ~~\$594~~ \$654 plus ~~\$200~~ \$220 for each resubmission.
- B. Class 2 and 3 structures: ~~\$120~~ \$132, plus ~~\$50~~ \$65 for each resubmission.
- C. Residential dwellings: ~~\$50~~ \$65.

**§ 98-55. Fee for training and certification of inspectors.**

A fee will be charged for training and certifications of inspectors as required in accordance with N.J.A.C. 5:23-4.19(b). The fee shall be in the amount of \$0.00371 per cubic foot volume of new buildings and additions. Volume shall be computed in accordance with N.J.A.C. 5:23-2.28. The fee for all other construction including alterations shall be ~~\$0.00190~~ \$0.00209 per dollar of the cost of alteration.

**§ 98-56. Building subcode fees.**

Building subcode fees for permitting shall be as follows:

A. The fees for any new construction or for any addition to an existing building or structure shall be based on ~~\$0.03~~ \$0.04 per cubic foot or additional cubic foot of building or structure volume in Use Group AFS, ~~\$0.007~~ \$0.0077 per cubic foot or additional cubic foot of building or structure volume for farms, ~~\$0.055~~ \$0.0605 per cubic foot or additional cubic foot of building or structure volume for all other use groups, or a minimum of ~~\$75~~ \$83 .

B. Fees for renovations, wood decks, alterations and repairs or site construction associated with pre-engineered systems of commercial farm buildings, premanufactured construction and the external utility connection for premanufactured construction shall be based upon the estimated cost of the work. The fee shall be in the amount of ~~\$25~~ \$27.50 per \$1,000 up to \$50,000 of the estimated cost of the work. From \$50,001 to and including \$100,000, the fee shall be in the amount of ~~\$20~~ \$22 per \$1,000 of estimated cost above \$50,000. Above \$100,000, the fee shall be in the amount of ~~\$15~~ \$17.50 per \$1,000 of estimated cost above \$100,000. The minimum fee shall be ~~\$75~~ \$83 . For the purpose of determining estimated cost, the applicant shall submit to the enforcing agency such cost data as may be available, produced by the architect or engineer of record or by a recognized estimating firm or by the contractor. A bona fide contractor's bid, if available, shall be submitted. The enforcing agency shall make the final decision regarding estimated cost.

C. The flat fee for swimming pools shall be ~~\$75~~ \$83 for aboveground pools, ~~\$200~~ \$220 for in-ground pools, and ~~\$500~~ \$550 for public pools.

D. The fees for demolition of a building or structure shall be ~~\$400~~ \$110 for a residential building or structure and ~~\$150~~ \$165 for a nonresidential building or structure, except the fee for a structure of less than 1,000 square feet shall be ~~\$50~~ \$65 .

E. The fees for relocating a building or structure shall be ~~\$24~~ \$27 for each \$1,000 of total estimated cost of the move.

F. The fee for a sign shall be ~~\$50~~ \$65.

G. The fee for a swimming pool barrier or fence shall be a flat fee of ~~\$75~~ \$83 .

H. The fee for a temporary structure (tents) shall be a flat fee of ~~\$75~~ \$83 .

I. The fee for removal of abandoned underground storage tanks shall be ~~\$65~~ \$72 for each tank of up to 1,000 gallons and ~~\$120~~ \$132 for each tank over 1,000 gallons.

J. The fee for a trailer shall be ~~\$75~~ \$83 .

K. The fee for asbestos abatement shall be ~~\$84~~ \$93 , and the fee for issuance of an asbestos abatement certificate shall be an additional ~~\$17~~ \$19 .

L. The fee for lead abatement shall be ~~\$84~~ \$93 , and the fee for issuance of a lead abatement certificate shall be an additional ~~\$17~~ \$19 .

M. The fee for roofing and siding shall be ~~\$25~~ \$27 per \$1,000 of estimated costs for all use groups.

N. The fee for a raised patio shall be ~~\$125~~ \$138.

O. The minimum building subcode fee shall be ~~\$75~~ \$83 .

**§ 98-58. Fire subcode fees.**

Fire subcode fees for permitting shall be as follows:

A. The fee for fuel storage tanks and similar equipment shall be ~~\$25~~ \$27.50 per 1,000 gallons or a minimum of ~~\$75~~ \$83 .

- B. Sprinkler heads.
- (1) The fee for 20 or fewer sprinkler heads or alarms shall be ~~\$70~~ \$77 for alarm systems and ~~\$85~~ \$94 for sprinkler systems.
  - (2) For 21 to and including 100 heads or alarms, the fee shall be ~~\$125~~ \$138 for alarm systems and ~~\$150~~ \$165 for sprinkler systems.
  - (3) For 101 to and including 200 heads or alarms, the fee shall be ~~\$229~~ \$252 for alarm systems and ~~\$300~~ \$330 for sprinkler systems.
  - (4) For 201 to and including 400 heads or alarms, the fee shall be ~~\$594~~ \$654 for alarm systems and ~~\$600~~ \$660 for sprinkler systems.
  - (5) For 401 to and including 1,000 heads or alarms, the fee shall be ~~\$825~~ \$908 for alarm systems and ~~\$1,050~~ \$1,155 for sprinkler systems.
  - (6) For over 1,000 heads or alarms, the fee shall be ~~\$1,050~~ \$1,155 for alarm systems and ~~\$1,100~~ \$1,210 for sprinkler systems.
- C. The fee for each standpipe shall be ~~\$230~~ \$253.
- D. The fee for each independent pre-engineered system shall be ~~\$100~~ \$110.
- E. The fee for each gas- or oil-fired appliance shall be a flat fee of ~~\$50~~ \$65.
- F. The fee for each commercial kitchen exhaust system shall be ~~\$100~~ \$110.
- G. The fee for each fireplace, coal stove or woodburning stove shall be ~~\$24~~ \$27 per \$1,000 of estimated cost of construction.
- H. The fee for each incinerator shall be ~~\$350~~ \$385.
- I. The fee for each crematorium shall be ~~\$350~~ \$385.
- J. The fee for each fire pump installation shall be ~~\$250~~ \$275.
- K. The minimum fire subcode fee shall be ~~\$75~~ \$83.

#### § 98-59. Plumbing subcode fees.

For plumbing fixtures and equipment, the fees shall be as follows:

- A. The fee shall be in the amount of ~~\$20~~ \$22 per fixture, piece of equipment or appliance connected to the plumbing system, and for each appliance connected to the gas piping or oil piping system, except as indicated below.
- B. The fee shall be ~~\$75~~ \$83 per special device for the following: gas piping, fuel oil piping, grease traps, oil separators, refrigeration units, water-cooled air-conditioning units, utility service connection backflow preventers equipped with test ports (double-check-valve ports, double-check-valve assembly, reduced-pressure zone and pressure vacuum breaker backflow preventers), steam boilers, hot-water boilers (excluding those for domestic water heating), active solar systems, sewer pumps and interceptors, sewer connection and water service connection. There shall be no inspection fee charged for gas service connections.
- C. The minimum plumbing fee shall be ~~\$75~~ \$83.

#### § 98-60. Electrical subcode fees.

The electrical subcode fee shall be as defined in N.J.A.C. 5:23-4.20(c)iii, except there shall be a minimum fee of ~~\$75~~ \$83. The fees are as follows:

- A. For from one to 25 receptacles or fixtures, the fee shall be in the amount of ~~\$50~~ \$65; for each group of up to 40 receptacles or fixtures in addition to this, the fee will be ~~\$25~~ \$27.50. For the purpose

of computing this fee, receptacles or fixtures shall include lighting outlets, wall switches, fluorescent fixtures, convenience receptacles, smoke and heat detectors or similar fixtures and a motor or device of less than or equal to one horsepower or one kilowatt. Communication and phone outlets shall be priced as above but in separate groups.

- B. For each motor or electrical device greater than one horsepower and less than or equal to 10 horsepower and for transformers and generators greater than one kilowatt and less than or equal to 10 kilowatts, the fee shall be ~~\$25~~ . \$27.50.
- C. For each motor or electrical device greater than 10 horsepower and less than or equal to 50 horsepower; for each service panel, service entrance or subpanel less than or equal to 200 amps; and for each utility loan management device, the fee shall be ~~\$75~~ \$83.
- D. For each transformer and generator greater than 10 kilowatts and less than or equal to 45 kilowatts, the fee shall be ~~\$75~~ \$83.
- E. For each motor or electrical device greater than 50 horsepower and less than or equal to 100 horsepower; for each service panel, service entrance or subpanel greater than 200 amperes and less than or equal to 1,000 amperes; and for transformers and generators greater than 45 kilowatts and less than or equal to 112.5 kilowatts, the fee shall be ~~\$120~~ \$132 .
- F. For each motor or electrical device greater than 100 horsepower; for each service panel, service entrance or subpanel greater than 1,000 amperes; and for each transformer or generator greater than 112.5 kilowatts, the fee shall be ~~\$457~~ \$503 .
- G. For each burglar alarm panel or fire alarm panel, the fee shall be ~~\$75~~ \$83 .
- H. The fee for an annual pool bond inspection shall be ~~\$75~~ \$83 .
- I. The minimum electrical subcode fee shall be ~~\$75~~ \$83. For the purpose of computing these fees, all motors, except those in plug-in appliances, shall be counted, including control equipment, generators, transformers and all heating, cooking or other devices consuming or generating electrical current.

**§ 98-61. Mechanical subcode fee**

For the mechanical fixtures and equipment, the permit fees shall be as follows:

- A. The fee shall be ~~\$75~~ \$83 for each of the following: fuel oil piping connection, gas piping connection, steam boiler, hot water boiler, hot air furnace, oil tank, LPG tank, generator, or other special device.
- B. The fee shall be ~~\$20~~ \$22 for each water heater or other fixture.
- C. The fee shall be ~~\$24~~ \$27 for each fireplace.
- D. The minimum fee shall be ~~\$75~~ . \$83

**§ 98-61.1. Additional fees.**

In addition to the fees set forth in this article, the Borough shall collect such other construction fees as are required and set forth in the Uniform Construction Code or in regulations adopted pursuant thereto.

**§ 98-63. Authorized fees.**

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

- A. Birth certificate (certified copy): ~~\$25~~ \$27.50.
- B. Burial permit: ~~\$5~~ \$6.
- C. Death certificate (certified copy): ~~\$25~~ \$27.50 .

- D. Marriage license/domestic partnership (\$25 state): ~~\$28~~ \$31 .
- E. Marriage license (certified copy): ~~\$25~~ \$27.50 .
- F. Corrections: ~~\$25~~ \$27.50 .

**§ 98-64. Light-duty towing fees.**

Light-duty towing fees pursuant to Chapter 193 shall be as follows:

Service	Fee
Basic fee	<del>\$120</del> <u>\$132</u>
Night/weekend basic fee	<del>\$120</del> <u>\$132</u>
Storage outside	<del>\$35</del> <u>\$39</u>
Secure storage	<del>\$35</del> <u>\$39</u>
Road service day	<del>\$70</del> <u>\$77</u>
Road service night	<del>\$70</del> <u>\$77</u>
Spill cleanup per 40 bags of absorbent	<del>\$35</del> <u>\$39</u>
After-hours pickup of vehicle	<del>\$85</del> <u>\$94</u>
Rollback, additional fee	<del>\$20</del> <u>\$22</u>
Winching fee per hour	<del>\$100</del> <u>\$110</u>
Standby fee per hour	<del>\$80</del> <u>\$88</u>
Brush cleanup	<del>\$40</del> <u>\$44</u>
Tarp/wrap	<del>\$40</del> <u>\$44</u>
Transmission disconnect	<del>\$40</del> <u>\$44</u>
Extra man	<del>\$70</del> <u>\$77</u>
Decoupling	<del>\$60</del> <u>\$66</u>
Administrative fee, more than 3 trips, per	<del>\$15</del> <u>\$17</u>

**§ 98-65. Heavy-duty Towing/heavy-duty recovery fees.**

Heavy-duty towing and recovery fees pursuant to Chapter 193 shall be as follows:

A. Basic tow fees.

- (1) 7,000 to 14,500 pounds: ~~\$225~~ \$248 .
- (2) 14,501 to 29,999 pounds: \$330 .
- (3) 30,000 to 49,999 pounds: ~~\$400~~ \$440 .
- (4) 50,000 to 80,000 pounds: ~~\$500~~ \$550 .

B. Additional services.

- (1) Disconnect drive shaft: ~~\$50~~ \$65 .
- (2) Connect airlines: ~~\$80~~ \$88 .
- (3) Caging brakes, per axle: ~~\$40~~ \$44 , plus additional fee for pins if left, ~~\$10~~ \$11 per.
- (4) Use of brake assist unit: ~~\$90~~ \$99 .

C. Winching/recovery: includes all services necessary to clean up scene and remove damaged unit, such

as secure loose parts, load and transport parts or cargo, etc.:

- (1) 70,000 to 29,999 pounds: ~~\$300~~ **\$330** per hour, charged in 1/2 hour increments.
- (2) 30,000 to 80,000 pounds: ~~\$600~~ **\$660** per hour, charged in 1/2 hour increments

2. This Ordinance shall be effective upon passage and publication as provided by law.

Introduced: May 4, 2026

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

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

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

Published:

ATTEST:

APPROVED:

\_\_\_\_\_  
Gian-Paolo Caminiti, Borough Clerk

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

**BOROUGH OF PENNINGTON  
ORDINANCE #2026-19**

**AN ORDINANCE INCREASING AND DECREASING VARIOUS FEES AND AMENDING  
CHAPTER 98 OF THE BOROUGH CODE OF THE BOROUGH OF PENNINGTON,  
COUNTY OF MERCER, STATE OF NEW JERSEY**

**RECORD OF COUNCIL VOTE ON INTRODUCTION**

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Rubenstein	M			
Chandler			X		Stern	S			
Kassler-Taub	X				Valenza	X			

**RECORD OF COUNCIL VOTE ON ADOPTION**

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone					Rubenstein				
Chandler					Stern				
Kassler-Taub					Valenza				

**BOROUGH OF PENNINGTON  
ORDINANCE 2026-20**

**AN ORDINANCE AUTHORIZING ADJUSTMENT OF SEWER CHARGES  
RELATED TO VERIFIED UNINTENDED WATER LEAKS FOR WHICH  
THE CUSTOMER IS RESPONSIBLE**

**WHEREAS**, water and sewer charges are based in whole or in part upon metered water consumption;

**WHEREAS**, abnormal water usage may occasionally result from unintended water leaks occurring on the customer’s side of the meter;

**WHEREAS**, such leaks may in turn cause extraordinary sewer charges even though the discharged water does not enter the sanitary sewer system;

**WHEREAS**, Borough Council seeks to provide an equitable mechanism for granting limited relief to the customer in these circumstances consistent with both the financial integrity of the Borough’s water and sewer utility and its fiduciary stewardship of water as a shared, finite public resource;

**WHEREAS**, the intent of the relief provided is to charge for the water as metered while permitting reduction in sewer charges to the extent the discharged water cannot be shown to have entered the sanitary sewer system;

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

1. Chapter 98 of the Borough Code at Section 98-41B, pertaining to quarterly charges for sewer customers, is hereby amended by the addition of a new Subsection G which shall read as follows:

G. Premises experiencing an unintended water leak in a location verified by the Department of Public Works as the responsibility of the customer but without evidence that the related volume of water entered the sanitary sewer system may be allowed a reduction in charges for sewer usage subject to the standards and procedures set forth in Chapter 159 of this Borough Code.

2. Chapter 159 of the Borough Code is hereby amended by the addition of a new Section 159-40, Adjustment of Sewer Charges Related to Water Leaks, which shall read as follows:

A. Sewer charges may be adjusted when the Department of Public Works verifies that an unintended water leak in a location for which the customer is responsible has caused abnormal consumption of water and the water related to the leak cannot be shown to have entered the sanitary sewer system, subject to the further limitations provided herein.

B. As used in this section, the following definitions apply:

- a. “abnormal consumption” means water usage that materially exceeds a customer’s normal usage.
- b. “leak” means an unintended discharge of water occurring on private property **after the point of the water meter** whether in service lines, interior plumbing or private underground piping.

- c. “not reasonably entered the sanitary sewer system” means and includes occurring underground prior to entering the structure or inside the structure prior to wastewater generation.
  - d. “normal usage” means the customer’s average metered water consumption in the most recent four quarters the property was in use.
- C. A customer shall be eligible for a billing adjustment when all of the following conditions are satisfied:
  - a. The leak resulted in abnormal consumption.
  - b. The abnormal consumption was not associated with irrigation, seasonal use or intentional usage of water.
  - c. The Superintendent of Public Works has determined that the leak has not reasonably entered the sanitary sewer system.
  - d. The leak has been fully repaired and satisfactory evidence of the repair has been provided to the Borough.
  - e. The other conditions for adjustment provided in this ordinance have been satisfied.
- D. An application for adjustment shall require:
  - a. Written description of the leak and its location.
  - b. Photographs of the source of the leak and its location, if reasonably obtainable.
  - c. Proof of repair including description of the nature and location of the repair, documentation of the work performed, the plumber’s invoice and receipt, and photographs of the repair if reasonably obtainable.
  - d. Any permits required for the work performed.
  - e. Written grant of access permitting the Borough a right in its discretion to inspect the premises and/or verify meter accuracy.
  - f. Proof that all charges for water together with normal usage charges for sewer have been made current.
- E. Subject to a determination by the Superintendent of Public Works that the requirements for an adjustment have been satisfied, the Borough shall recalculate sewer charges for the affected billing period on the assumption of normal usage. Sewer charges reasonably attributable to excess water usage caused by the leak shall be removed, together with related interest. The adjustment shall take the form of a credit to the utility account and shall not be paid as a cash refund.
- F. No more than one adjustment shall be granted for any twenty-four month period. No adjustment shall exceed two consecutive billing cycles.
- G. Requests must be submitted to the Superintendent of Public Works within ninety (90) days of leak repair. The Superintendent shall issue a written determination within thirty (30) days of receipt of a complete application. Appeals may be taken to the Borough Administrator within seven (7) days of the Superintendent’s determination.
- H. Submission of false or misleading information in an application for adjustment shall result in denial of relief and such penalties as provided by law.

I. Nothing herein shall be construed to authorize adjustment of water bills.

3. This ordinance shall take effect upon final passage and publication as provided by law.

Introduced: May 4, 2026

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

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

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

Published:

ATTEST:

APPROVED:

\_\_\_\_\_  
Gian-Paolo Caminiti, Borough Clerk

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

**BOROUGH OF PENNINGTON  
ORDINANCE #2026-20**

**AN ORDINANCE AUTHORIZING ADJUSTMENT OF SEWER CHARGES RELATED TO VERIFIED  
UNINTENDED WATER LEAKS FOR WHICH THE CUSTOMER IS RESPONSIBLE  
IN THE BOROUGH OF PENNINGTON,  
COUNTY OF MERCER, STATE OF NEW JERSEY**

**RECORD OF COUNCIL VOTE ON INTRODUCTION**

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Rubenstein	X			
Chandler			X		Stern	M			
Kassler-Taub	S				Valenza	X			

**RECORD OF COUNCIL VOTE ON ADOPTION**

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone					Rubenstein				
Chandler					Stern				
Kassler-Taub					Valenza				

**BOROUGH OF PENNINGTON  
ORDINANCE 2026-21**

**ORDINANCE ESTABLISHING THE POSITION OF  
DEPUTY CLERK IN THE BOROUGH OF PENNINGTON**

**WHEREAS**, the governing body of any municipality may by ordinance create the office of Deputy Clerk and provide for appointments thereto, compensation, term, and the duties and functions of the office, in accordance with N.J.S.A. 40A:9-135;

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

1. There is hereby established and created the position of Deputy Clerk in the Borough of Pennington.
2. The Deputy Clerk shall be appointed by resolution of Borough Council and shall serve at the pleasure of Borough Council.
3. Compensation shall be established by the Borough Salary Ordinance.
4. The Deputy Clerk shall report to the Clerk and support and assist the Clerk in the performance of the Clerk’s responsibilities as Secretary to Council and the municipal corporation, Elections Official and coordinator of the administrative office of the Borough, subject to such further job description as may be authorized by resolution of Borough Council in consultation with the Clerk.
5. During the absence or disability of the Clerk, the Deputy Clerk shall have all the powers of the Clerk and shall perform the functions and duties of that office.
6. The Deputy Clerk shall be either a Registered Municipal Clerk or making progress toward that certification.
7. This Ordinance shall be effective upon passage and publication as provided by law.

Introduced: May 4, 2026

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

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

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

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

ATTEST:

APPROVED:

\_\_\_\_\_  
Gian-Paolo Caminiti, Borough Clerk

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

**BOROUGH OF PENNINGTON  
ORDINANCE #2026-21**

**AN ORDINANCE ESTABLISHING THE POSITION OF DEPUTY CLERK IN  
THE BOROUGH OF PENNINGTON,  
COUNTY OF MERCER, STATE OF NEW JERSEY**

**RECORD OF COUNCIL VOTE ON INTRODUCTION**

<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				Rubenstein	M			
Chandler			X		Stern	S			
Kassler-Taub	X				Valenza	X			

**RECORD OF COUNCIL VOTE ON ADOPTION**

<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					Rubenstein				
Chandler					Stern				
Kassler-Taub					Valenza				

**BOROUGH OF PENNINGTON  
ORDINANCE 2026-22**

**BOND ORDINANCE AMENDING THE TITLE AND SECTION 3(a) OF BOND  
ORDINANCE #2020-9 OF THE BOROUGH OF PENNINGTON, IN THE  
COUNTY OF MERCER, NEW JERSEY, FINALLY ADOPTED JULY 6, 2020, IN  
ORDER TO INCLUDE AN ADDITIONAL PURPOSE**

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

Section 1. The title of Bond Ordinance #2020-9 of the Borough of Pennington, in the County of Mercer, New Jersey (the "Borough"), finally adopted July 6, 2020 ("Bond Ordinance #2020-9"), is hereby amended to include an additional purpose and to read as follows:

"BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS OF THE BOROUGH OF PENNINGTON, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING \$1,200,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,140,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF."

Section 2. Section 3(a) of Bond Ordinance #2020-9 is hereby amended to include an additional purpose and to read as follows:

"The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is various capital improvements, including, but not limited to, renovations and improvements to Borough Hall and the preparation of a feasibility study of the First Aid Building for the relocation of the Police Department, including all work and materials necessary therefor and incidental thereto and further including all related costs and expenditures incidental thereto.

Section 3. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 4. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Introduced: May 4, 2026

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

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

Adoption: \_\_\_\_\_

Final Publication: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Gian-Paolo Caminiti, Borough Clerk

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

**BOROUGH OF PENNINGTON  
ORDINANCE 2026-22**

**BOND ORDINANCE AMENDING THE TITLE AND SECTION 3(a) OF BOND  
ORDINANCE #2020-9 OF THE BOROUGH OF PENNINGTON, IN THE  
COUNTY OF MERCER, NEW JERSEY, FINALLY ADOPTED JULY 6, 2020, IN  
ORDER TO INCLUDE AN ADDITIONAL PURPOSE**

**RECORD OF COUNCIL VOTE ON INTRODUCTION**

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	S				Rubenstein	X			
Chandler			X		Stern	M			
Kassler-Taub	X				Valenza	X			

**RECORD OF COUNCIL VOTE ON ADOPTION**

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone					Rubenstein				
Chandler					Stern				
Kassler-Taub					Valenza				

**BOROUGH OF PENNINGTON  
RESOLUTION 2026 – 6.1**

**AUTHORIZING PAYMENT OF BILLS**

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

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Pennington that the bills be paid on audit and approval of the Mayor, the Appropriate Council Member and the Treasurer in the amount of \$ 1,243,388.33 from the following accounts:

	<b>Bill List</b>	<b>Wire</b>	<b>Total</b>
Current	57,256.20	1,020,905.03	1,078,161.23
W/S Operating	126,522.89	33,589.64	160,112.53
Other Trust Fund	4,684.57		4,684.57
Grant Fund	430.00		430.00
<b>Total</b>	<b>188,893.66</b>	<b>1,054,494.67</b>	<b>1,243,388.33</b>

**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					Rubenstein				
Chandler					Stern				
Kassler-Taub					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 June 01, 2026.

\_\_\_\_\_  
Gian-Paolo Caminiti, Borough Clerk

**Range:** First to Last  
**Rcvd Batch Id Range:** First to Last  
**Encumbrance Date Range:** First to 12/31/26

**P.O. Type:** All  
**Format:** Detail without Line Item Notes  
**Include Non-Budgeted:** Y  
**Vendors:** All

**Open:** N  
**Void:** N  
**Paid:** N  
**Held:** N  
**Aprv:** Y  
**Rcvd:** Y

**Bid:** Y  
**State:** Y  
**Other:** Y  
**Exempt:** Y

Vendor #	P.O. #	Item Description	Vendor Name	PO Date	Description	Amount	Charge Account	Acct Type	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl	
ACSCH005	26-00027	1 Well #6 - HS Pump - Motor	A.C. Schultes	01/13/26	Well #6 -Motor Pump Repair	\$4,827.00	6-05-55-501-000-226	B	WATER: Equip. Maintenance		R	R	01/13/26	05/29/26	50491		N	
<b>Vendor Total:</b>						<b>\$4,827.00</b>												
AM LEONA	26-00258	1 49540 - Toolite Shovel 14GA	A.M. Leonard, Inc.	03/17/26	Supplies - Clean Up Day	\$276.96	G-02-41-701-000-255	B	Clean Communities		R	R	03/17/26	05/28/26			N	
		2 800PS - True Temper Poly				\$466.00	G-02-41-701-000-255	B	Clean Communities		R	R	03/17/26	05/28/26			N	
		3 MSRF-218-6 - 6 Piece Leonard				\$185.71	G-02-41-701-000-255	B	Clean Communities		R	R	03/17/26	05/28/26			N	
		4 MSRF-218 - Leonard 18 Tine				\$132.16	G-02-41-701-000-255	B	Clean Communities		R	R	03/17/26	05/28/26			N	
		5 AMLG-MD - Leonard Glove - MD				\$103.20	G-02-41-701-000-255	B	Clean Communities		R	R	03/17/26	05/28/26			N	
		6 AMLG-MD - Leonard Glove - LG				\$103.20	G-02-41-701-000-255	B	Clean Communities		R	R	03/17/26	05/28/26			N	
		7 AMLG-XL - Leonard Glove - XL				\$103.20	G-02-41-701-000-255	B	Clean Communities		R	R	03/17/26	05/28/26			N	
		8 S363-MD - Safety Vest Type				\$72.80	G-02-41-701-000-255	B	Clean Communities		R	R	03/17/26	05/28/26			N	
		9 V213-9L-LG - HIVis Safety				\$160.20	G-02-41-701-000-255	B	Clean Communities		R	R	03/17/26	05/28/26			N	
		10 1500-LG - Glove Work Split				\$177.40	G-02-41-701-000-255	B	Clean Communities		R	R	03/17/26	05/28/26			N	
		11 1500-XL - Glove Work -XLarge				\$177.40	G-02-41-701-000-255	B	Clean Communities		R	R	03/17/26	05/28/26			N	
		12 Shipping & Handling				\$199.00	G-02-41-701-000-255	B	Clean Communities		R	R	03/17/26	05/28/26			N	
<b>Vendor Total:</b>						<b>\$2,157.23</b>												
<b>Vendor Total:</b>						<b>\$2,157.23</b>												
AWWASS01	26-00396	1 Membership Dues	American Water Works Assoc	05/20/26	Dues/Licenses	\$462.00	6-05-55-501-000-215	B	WATER: Dues/Licenses/Permits		R	R	05/20/26	05/29/26			N	
<b>Vendor Total:</b>						<b>\$462.00</b>												
AWWA NJ	26-00396	1 Full Conference Registration	AWWA NJ	03/03/26	2026 Conference	\$525.00	6-05-55-501-000-220	B	WATER: Education		R	R	03/03/26	05/28/26			N	
<b>Vendor Total:</b>						<b>\$525.00</b>												

Item 16.

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AC26-HJG0Z55F

**BOROUGH OF PENNINGTON**  
Purchase Order Listing By Vendor Name

Item 16.

Vendor #	PO #	Name	Description	Amount	Charge Account	Acct Description Type	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
AMERI020		AWWA NJ					Account Continued							
			2 Full Conference Registration	\$525.00	6-05-55-501-000-220	B	WATER: Education	R		03/03/26	05/28/26			N
			<b>Vendor Total:</b>	<b>\$1,050.00</b>										
BOROUGH4		Boro of Pennington - Capital												
			26-00361 I/F - W/S Oper to Capital	\$110,000.00	W-06-00-900-951-255	B	I/F W/S Capital/Gen Capital	A		04/28/26	04/28/26		I/F TO CAPITAL	N
			<b>Vendor Total:</b>	<b>\$110,000.00</b>										
BOUNT010		BOUNTIFUL GARDENS												
			26-00280 Plants for Arboretum (Grant)	\$372.60	G-02-44-965-000-250	B	ANJEC Grant	R		03/25/26	05/28/26			N
			1 Plants for Arboretum (Grant)	\$60.00	G-02-44-965-000-250	B	ANJEC Grant	R		03/25/26	05/28/26			N
			5 Labor Total	\$375.00	G-02-44-965-000-250	B	ANJEC Grant	R		03/25/26	05/28/26			N
			6 Labor & Delivery	<b>\$807.60</b>										
			<b>Vendor Total:</b>	<b>\$807.60</b>										
CENTU005		Century Pest Control												
			26-00093 Pest Control - 2026	\$190.00	6-01-26-310-000-227	B	BOROUGH PROP: Building Maint.	R		01/30/26	05/28/26		20851	N
			7 Pest Control - 2026	\$190.00	6-01-26-310-000-227	B	BOROUGH PROP: Building Maint.	R		01/30/26	05/28/26		20900	N
			8 Pest Control - 2026	<b>\$380.00</b>										
			<b>Vendor Total:</b>	<b>\$380.00</b>										
CGPHL005		CGP&H LLC												
			25-00595 COAH Services - 2025-2026	\$430.00	T-03-00-850-853-255	B	Affordable Housing - COAH	R		07/25/25	05/28/26		56962	N
			10 Inv. 56962 - COAH	<b>\$430.00</b>										
			<b>Vendor Total:</b>	<b>\$430.00</b>										
CHAMPION		Champion Tire												
			26-00344 Tires for Garbage Truck #2	\$1,495.80	6-01-26-305-000-277	B	TRASH: Vehicle Expenses	R		04/23/26	05/19/26		031-86794	N
			1 Tires for Garbage Truck #2	\$159.80	6-01-26-305-000-277	B	TRASH: Vehicle Expenses	R		04/23/26	05/19/26			N
			2 43, Mount/Flat 9-10-11 - LP 22	\$60.00	6-01-26-305-000-277	B	TRASH: Vehicle Expenses	R		04/23/26	05/19/26			N
			3 JUNKMT - MT Tire Disposal	\$27.80	6-01-26-305-000-277	B	TRASH: Vehicle Expenses	R		04/23/26	05/19/26			N
			4 TR572 - Truck Valve	\$11.80	6-01-26-305-000-277	B	TRASH: Vehicle Expenses	R		05/19/26	05/19/26			N
			1 Seal Valve Cap											N

**BOROUGH OF PENNINGTON**  
Purchase Order Listing By Vendor Name

Vendor # P.O. # Item Description	Name PO Date	Description Amount	Charge Account	Acct Description Type	Contract	PO Type	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl
CHAMPION											
Champion Tire											
Account Continued											
<b>\$1,755.20</b>											
<b>Vendor Total: \$1,755.20</b>											
CINTAS01	Cintas Corporation										
26-00317	04/01/26	Uniform Rental - March 2026									
1 Inv. 4261449797 - Uniforms		\$71.36	6-01-26-290-000-286	B	STREETS: Uniforms & Clothing	R		04/01/26	05/28/26	4261449797	N
2 Inv. 4262101960 - Uniforms		\$71.36	6-01-26-290-000-286	B	STREETS: Uniforms & Clothing	R		04/01/26	05/28/26	4262101960	N
3 Inv. 4262887775 - Uniforms		\$71.36	6-01-26-290-000-286	B	STREETS: Uniforms & Clothing	R		04/01/26	05/28/26	4262887775	N
4 Inv. 4263636761 - Uniforms		\$71.36	6-01-26-290-000-286	B	STREETS: Uniforms & Clothing	R		04/15/26	05/28/26	4263636761	N
5 Inv. 4264415151 - Uniforms		\$71.36	6-01-26-290-000-286	B	STREETS: Uniforms & Clothing	R		04/15/26	05/28/26	4264415151	N
<b>\$356.80</b>											
<b>Vendor Total: \$356.80</b>											
CMDPE005	CMD Performance & Hydraulics										
26-00342	04/15/26	Interstate Battery									
1 MTP-65HD - Interstate Battery		\$229.95	6-01-26-290-000-277	B	STREETS: Vehicle Maintenance	R		04/15/26	05/19/26	1562	N
<b>Vendor Total: \$229.95</b>											
DAVESR01	Dave's Ringoes Sunoco										
26-00352	04/24/26	POLICE TOWS									
1 BREAKDOWN TOW C405		\$375.00	6-01-25-240-000-277	B	POLICE: Vehicle Expenses	R		04/24/26	05/18/26	1229 & 1334	N
<b>Vendor Total: \$375.00</b>											
EDMUND01	Edmunds GovTech										
26-00341	04/15/26	Construction Software - 2026									
1 Construction Software - 2026		\$8,652.80	6-01-22-195-000-250	B	CONSTRUCTION: Consultants	R		04/15/26	05/19/26	26-IN4260	N
<b>Vendor Total: \$8,652.80</b>											
NUICOR01	Elizabethtown Gas										
26-00388	05/20/26	Gas- Acct # 0140296831									
1 Gas- Acct # 0140296831		\$418.34	6-01-31-446-000-205	B	Heat - Public Works Building	R		05/20/26	05/28/26		N
2 Gas- Acct # 2408049581		\$468.25	6-01-31-446-000-201	B	Gas Heat - Borough Hall	R		05/20/26	05/28/26		N
3 Gas- Acct # 2807760962		\$56.21	6-05-55-502-000-264	B	SEWER: Gas & Electric	R		05/20/26	05/28/26		N
4 Gas- Acct # 6764364361		\$346.06	6-01-31-446-000-202	B	Gas Heat - Senior Center	R		05/20/26	05/28/26		N
5- Acct # 5373269721		\$191.65	6-01-31-446-000-206	B	Heat - First Aid Building	R		05/20/26	05/28/26		N
<b>\$1,480.51</b>											

Item 16.

**BOROUGH OF PENNINGTON**  
Purchase Order Listing By Vendor Name

Item 16.

Vendor # P.O. #	Item Description	Name PO Date	Description Amount	Charge Account	Acct Description Type	Contract	PO Type	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice
NUICOR01		Elizabethtown Gas									
	<b>Vendor Total:</b>		<b>\$1,480.51</b>								
FBI005		FBI-LEEDA									
26-00350		04/24/26	DASCOLI LEEDA TRAINING								
	1 CLI - FREEHOLD LEEDA TRAINING		\$795.00	6-01-25-240-000-220	B	POLICE: Dues / Licenses / Education	R		04/24/26	05/18/26	200146083
	<b>Vendor Total:</b>		<b>\$795.00</b>								
FEDEXP01		Federal Express Corporation									
26-00246		03/16/26	Shipment to Caesars for Conf.								
	1 Shipment to Caesars for Conf.		\$85.06	6-01-26-290-000-210	B	STREETS: Postage	R		03/16/26	05/28/26	9-196-87052
	<b>Vendor Total:</b>		<b>\$85.06</b>								
FIDEL005		FIDELITY BURGLAR & FIRE ALARM									
26-00156		02/12/26	Annual Fire Alarm Inspection								
	1 Annual Fire Alarm Inspection		\$195.00	6-01-26-310-000-227	B	BOROUGH PROP: Building Maint.	R		02/12/26	05/28/26	
	<b>Vendor Total:</b>		<b>\$195.00</b>								
GALLS01		Galls, LLC									
26-00377		04/30/26	Body Armor Vest - Burroughs								
	1 Body Armor Vest - Burroughs		\$1,231.45	G-02-44-911-000-255	B	Body Armor Replacement	R		04/30/26	05/28/26	
	2 Carrier - Burroughs		\$488.29	G-02-44-911-000-255	B	Body Armor Replacement	R		04/30/26	05/28/26	
	<b>Vendor Total:</b>		<b>\$1,719.74</b>								
GENERAL		General Code Publishers									
25-00959		12/31/25	Code Updates - 2025								
	1 Code Updates - 2025		\$1,975.00	5-01-20-120-000-255	B	MUN. CLERK: Codification/Ord.	R		12/31/25	05/18/26	PG000046476
	<b>Vendor Total:</b>		<b>\$1,975.00</b>								
GENER025		General Fire Equipment Co.									
26-00269		03/19/26	Fire Extinguishers - 2026								
	1 Quote 4925 - Boro Hall		\$186.00	6-01-26-310-000-227	B	BOROUGH PROP: Building Maint.	R		03/19/26	05/28/26	
	2 Quote 4926 - Library		\$197.50	6-01-29-390-000-227	B	LIBRARY: Building Maint. - HVAC	R		03/19/26	05/28/26	
	3 Quote 4927 - First Aid Bldg		\$40.52	6-01-26-310-000-230	B	BOROUGH PROP: FIRST AID BUILDIR	R		03/19/26	05/28/26	
	4 Quote 4928 - Senior Center		\$84.23	6-01-26-310-000-228	B	BOROUGH PROP: Maint. Sr Center	R		03/19/26	05/28/26	
	5 Quote 4929 - Public Works		\$547.00	6-01-26-310-000-224	B	BOROUGH PROP: - Public Works BldgR	R		03/19/26	05/28/26	
	6 Quote 4930 - Water Dept.		\$120.50	6-05-55-501-000-226	B	WATER: Equip. Maintenance	R		03/19/26	05/28/26	

**BOROUGH OF PENNINGTON**  
Purchase Order Listing By Vendor Name

05/29/2026

10:14 AM

Vendor #	P.O. #	Item Description	Name	PO Date	Description	Amount	Charge Account	Acct Description Type	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl	
<b>GENER025</b>																	
General Fire Equipment Co.																	
Account Continued																	
7	Quote 4931 - Police Dept				\$43.50		6-01-25-240-000-226	B	POLICE: Equip. Maintenance	R		03/19/26	05/28/26			N	
					<b>\$1,219.25</b>												
<b>Vendor Total:</b>					<b>\$1,219.25</b>												
GRAING01 Grainger																	
26-00014	01/13/26						Mobil Electric Grease										
1	Mobil Electric Grease: Polyrex				\$127.08		6-05-55-501-000-226	B	WATER: Equip. Maintenance	R		01/13/26	05/28/26			N	
2	Shipping				\$15.99		6-05-55-501-000-226	B	WATER: Equip. Maintenance	R		01/13/26	05/28/26			N	
					<b>\$143.07</b>												
26-00153	02/11/26						Library/Senior Center Items										
1	UNGER Telescope Pole				\$225.73		6-01-26-310-000-227	B	BOROUGH PROP: Building Maint.	R		02/11/26	05/28/26			N	
2	UNGER Cloth and Sponge Holder				\$43.67		6-01-26-310-000-227	B	BOROUGH PROP: Building Maint.	R		02/11/26	05/28/26			N	
3	BEA Hardwired Digital				\$123.97		6-01-26-310-000-228	B	BOROUGH PROP: Maint. Sr Center	R		02/11/26	05/28/26			N	
4	Shipping				\$30.00		6-01-26-310-000-228	B	BOROUGH PROP: Maint. Sr Center	R		02/11/26	05/28/26			N	
					<b>\$423.37</b>												
<b>Vendor Total:</b>					<b>\$566.44</b>												
HOVALCAR Hopewell Valley Car Wash																	
26-00349	04/24/26						POLICE CAR WASH										
1	GOVERNMENT CAR WASH				\$30.00		6-01-25-240-000-277	B	POLICE: Vehicle Expenses	R		04/24/26	05/18/26		1924	N	
					<b>\$30.00</b>												
<b>Vendor Total:</b>					<b>\$30.00</b>												
INGRA005 INGRAM LIBRARY SERVICES																	
26-00068	01/22/26						LIBRARY SERVICES			B							
27	LIBRARY SERVICES- Misc Items				\$566.84		6-01-29-390-000-242	B	LIBRARY: Books/Materials/Publication	R		01/22/26	05/20/26			N	
28	LIBRARY-Multiple Invoices MAY				\$1,097.70		6-01-29-390-000-242	B	LIBRARY: Books/Materials/Publication	R		01/22/26	05/29/26		2026	N	
					<b>\$1,664.54</b>												
<b>Vendor Total:</b>					<b>\$1,664.54</b>												
LEADD005 LEAD DEVIL, USA																	
25-00732	09/18/25						1.75", D-Ring, No MOLLE, Basic										
1	1.75", D-Ring, No MOLLE, Basic				\$152.79		5-01-25-240-000-286	B	POLICE: Uniforms & Clothing	R		09/18/25	05/28/26		CSHUMAGO-0001	N	
					<b>\$152.79</b>												
<b>Vendor Total:</b>					<b>\$152.79</b>												

Item 16.

**BOROUGH OF PENNINGTON**  
Purchase Order Listing By Vendor Name

Vendor # P.O. #	Name PO Date	Description Amount	Charge Account	Acct Type	Description	Contract	PO Type	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl
MAJES005		MAJESTIC OIL COMPANY, INC.			Account Continued							
	1 Inv. 543463 - No Lead Gas	\$1,307.48	6-01-31-460-000-265	B	Gasoline, Motor Fuels & Oil PW		R		04/28/26	05/19/26	543463	N
	<b>Vendor Total:</b>	<b>\$1,307.48</b>										
SCHMIE01		Mason, Griffin & Pierson										
	26-00123	02/05/26	Legal - Planning Bd - 2026				B					
	5 Legal - Planning Bd - Mar 2026	\$258.00	6-01-21-180-000-261	B	PLANNING BOARD: Legal Services		R		02/05/26	05/18/26	95909	N
	6 Legal - Planning Bd May 2026	\$623.50	6-01-21-180-000-261	B	PLANNING BOARD: Legal Services		R		02/05/26	05/29/26	96078	N
	<b>Vendor Total:</b>	<b>\$881.50</b>										
NAFTO005		NAFTO										
	26-00353	04/24/26	DASCOLI ANNUAL MEMBERSHIP									
	1 ANNUAL MEMBERSHIP 2026	\$40.00	6-01-25-240-000-220	B	POLICE: Dues / Licenses / Education		R		04/24/26	05/27/26	26861	N
	<b>Vendor Total:</b>	<b>\$40.00</b>										
STOFNJ01		NJDCA Codes & Standards										
	26-00332	04/09/26	DCA Fees - 1st Qtr. 2026									
	1 DCA Fees - 1st Qtr. 2026	\$2,626.00	6-01-50-900-000-201	B	DUE TO STATE-CONSTRUCTION FEER				04/09/26	05/28/26	1ST QTR 2026	N
	<b>Vendor Total:</b>	<b>\$2,626.00</b>										
PACKETPU		Packet Media LLC										
	26-00285	03/25/26	Budget Summary - 3/20/26									
	1 Budget Summary - 3/20/26	\$137.04	6-01-20-130-000-201	B	FINANCE: Advertising		R		03/25/26	05/19/26	IN71818	N
	<b>Vendor Total:</b>	<b>\$137.04</b>										
HODULI01		PKF O'CONNOR DAVIES										
	26-00384	05/19/26	Audit Services									
	1 Audit Services	\$7,582.20	6-01-29-390-000-250	B	LIBRARY: Consultant (Auditor)		R		05/19/26	05/28/26	1035273	N
	<b>Vendor Total:</b>	<b>\$7,582.20</b>										
POWER005		Power DMS										
	26-00354	04/24/26	POLICE POWERDMS ANNUAL SUBSCR									
	1 ANNUAL POWERPOLICY PRO SUBS	\$4,349.14	6-01-25-240-000-250	B	POLICE: Consultants		R		04/24/26	05/28/26		N
	2 ANNUAL POWER TRAINING	\$98.91	6-01-25-240-000-250	B	POLICE: Consultants		R		04/24/26	05/28/26		N
	3 ANNUAL TRG LICENSES	\$0.00	6-01-25-240-000-250	B	POLICE: Consultants		R		04/24/26	05/28/26		N
	<b>Vendor Total:</b>	<b>\$4,448.05</b>										

**BOROUGH OF PENNINGTON**  
Purchase Order Listing By Vendor Name

Vendor # P.O. # Item Description	Name PO Date	Description Amount	Charge Account	Acct Description Type	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
Power DMS												
Account Continued												
PSEGAS01												
26-00387												
05/20/26												
Electric Charges												
1	Electric-Acct # 7717512807	\$241.08	6-01-31-430-000-266	B	Electric - First Aid Bldg	R		05/20/26	05/28/26		APRIL 2026	N
2	Electric-Acct # 6527802218	\$300.04	6-01-31-430-000-263	B	Electricity - PW Buildings	R		05/20/26	05/28/26		APRIL 2026	N
		<b>\$541.12</b>										
May 2026 Billing												
26-00410	05/29/26	\$872.33	6-05-55-501-000-264	B	WATER: Gas & Electric	R		05/29/26	05/29/26			N
1	May Billing Acct 7341633107	\$7.95	6-01-31-430-000-263	B	Electricity - PW Buildings	R		05/29/26	05/29/26			N
2	May Billing Acct 7341633204	\$3,115.06	6-01-31-435-000-266	B	Street Lights	R		05/29/26	05/29/26			N
3	May Billing Acct 7341633301	\$156.61	6-05-55-502-000-264	B	SEWER: Gas & Electric	R		05/29/26	05/29/26			N
4	May Billing Acct 7341633409	\$54.77	6-01-31-435-000-266	B	Street Lights	R		05/29/26	05/29/26			N
5	May Billing Acct 7341633506	\$7.95	6-01-31-430-000-264	B	Electric - Boro Hall	R		05/29/26	05/29/26			N
6	May Billing Acct 7341633603	\$42.17	6-01-31-430-000-263	B	Electricity - PW Buildings	R		05/29/26	05/29/26			N
7	May Billing Acct 7341633700	\$440.29	6-01-31-430-000-263	B	Electricity - PW Buildings	R		05/29/26	05/29/26			N
8	May Billing Acct 7341633808	\$7.95	6-05-55-501-000-264	B	WATER: Gas & Electric	R		05/29/26	05/29/26			N
9	May Billing Acct 7341633905	\$785.87	6-05-55-501-000-264	B	WATER: Gas & Electric	R		05/29/26	05/29/26			N
10	May Billing Acct 7341634006	\$7.95	6-01-31-430-000-263	B	Electricity - PW Buildings	R		05/29/26	05/29/26			N
11	May Billing Acct 7341634103	\$216.75	6-01-31-430-000-265	B	Electric - Sr. Center	R		05/29/26	05/29/26			N
12	May Billing Acct 7341634200	\$294.47	6-05-55-502-000-264	B	SEWER: Gas & Electric	R		05/29/26	05/29/26			N
13	May Billing Acct 7341634308	\$1,050.23	6-05-55-501-000-264	B	WATER: Gas & Electric	R		05/29/26	05/29/26			N
14	May Billing Acct 7341634405	\$1,255.99	6-01-29-390-000-264	B	LIBRARY: Gas & Electric	R		05/29/26	05/29/26			N
15	May Billing Acct 7359443202	<b>\$8,316.34</b>										
<b>Vendor Total:</b>		<b>\$8,857.46</b>										
HOPEW005												
26-00351												
R & B 333 LLC												
04/24/26												
POLICE CAR 401 MAINTENANCE												
1	OIL CHANGE CAR 401	\$120.29	6-01-25-240-000-277	B	POLICE: Vehicle Expenses	R		04/24/26	05/28/26			N
<b>Vendor Total:</b>		<b>\$120.29</b>										
RANDI005												
26-00108												
RANDI MALKIEWICZ												
02/02/26												
Deputy Registrar - 2026												
6	Deputy Registrar - 2026	\$175.00	6-01-20-120-000-250	B	MUN. CLERK: Consultants	R		02/02/26	05/19/26		2026	N
<b>Vendor Total:</b>		<b>\$175.00</b>										

**BOROUGH OF PENNINGTON**  
Purchase Order Listing By Vendor Name

Vendor # P.O. #	Name PO Date	Description Amount	Charge Account	Acct Description Type	Contract	PO Type	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl	
ROSEDA01	Rosedale Mills	Account Continued										
26-00192	03/03/26	Ice Calcium Chloride Pellets										
		\$1,063.62	6-01-26-290-000-271	B	STREETS: Street System / Salt	R		03/03/26	05/19/26	556020	N	
<b>Vendor Total:</b>		<b>\$1,063.62</b>										
SOUTH005	SOUTH JERSEY WATER TEST LLC											
26-00085	01/30/26	Water Sampling - 2026				B						
		\$2,006.00	6-05-55-501-000-256	B	WATER: Water Analysis	R		01/30/26	05/28/26	267100381	N	
		\$118.50	6-05-55-501-000-256	B	WATER: Water Analysis	R		01/30/26	05/28/26	Y114513	N	
<b>Vendor Total:</b>		<b>\$2,124.50</b>										
STAPL005	STAPLES											
25-00931	12/28/25	POLICE OFFICE SUPPLIES										
		\$39.98	5-01-25-240-000-225	B	POLICE: Office Equipment/Furniture	R		12/28/25	05/28/26	7008347463	N	
		\$559.96	5-01-25-240-000-225	B	POLICE: Office Equipment/Furniture	R		12/28/25	05/28/26	7008347463	N	
		\$64.99	5-01-25-240-000-225	B	POLICE: Office Equipment/Furniture	R		12/28/25	05/28/26	7008347463	N	
		\$149.99	5-01-25-240-000-225	B	POLICE: Office Equipment/Furniture	R		12/28/25	05/28/26	7008347463	N	
		\$1,090.25	5-01-25-240-000-225	B	POLICE: Office Equipment/Furniture	R		12/28/25	05/28/26	7008347463	N	
		\$24.99	5-01-25-240-000-225	B	POLICE: Office Equipment/Furniture	R		12/28/25	05/28/26	7008347463	N	
<b>Vendor Total:</b>		<b>\$1,930.16</b>										
ULINE005	Uline, Inc.											
26-00302	03/30/26	JIF - Safety Supplies										
		\$1,729.00	6-01-26-305-000-277	B	TRASH: Vehicle Expenses	R		03/30/26	05/28/26	206747527	N	
		\$86.53	6-01-26-305-000-277	B	TRASH: Vehicle Expenses	R		04/23/26	05/28/26	206747527	N	
<b>Vendor Total:</b>		<b>\$1,815.53</b>										
USABLU01	USA Blue Book											
26-00267	03/18/26	Brita Pitchers - LSLR Plan										
		\$265.96	W-06-00-900-953-263	B	RESERVE FOR LEAD LINE REPLACER			03/18/26	05/28/26		N	
<b>Vendor Total:</b>		<b>\$265.96</b>										
VALENTIN	Valentino Roman & Son											
26-00267	03/17/26	Emergency Service Call										

Item 16.

**BOROUGH OF PENNINGTON**  
Purchase Order Listing By Vendor Name

Vendor #	P.O. #	Item Description	Name	PO Date	Description	Amount	Charge Account	Acct Description Type	Contract	PO Type	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl		
VALENTIN			Valentino Roman & Son														
		1 Emergency Service Call			\$4,306.19	6-05-55-502-000-273	B	SEWER: Infrastructure Repairs		R		04/15/26	05/19/26	35920		N	
		<b>Vendor Total:</b>			<b>\$4,306.19</b>												
VALLEY01			Valley Oil Company														
		26-00184		02/25/26		Inv. 55131 - Diesel Fuel											
		1 Inv. 55131 - Diesel Fuel			\$1,089.51	6-01-31-460-000-265	B	Gasoline, Motor Fuels & Oil PW		R		02/25/26	05/19/26	55131		N	
		<b>Vendor Total:</b>			<b>\$1,089.51</b>												
VER-NEW			Verizon														
		26-00380		05/19/26		Library Verizon Wireless											
		1 Library Verizon Wireless			\$108.94	6-01-29-390-000-263	B	LIBRARY: Telephone		R		05/19/26	05/28/26	6139863245		N	
		26-00389		05/20/26		Account # 542050464-00001											
		1 Account # 542050464-00001			\$1,096.53	6-01-31-440-000-265	B	TELEPHONE - Administration		R		05/20/26	05/28/26			N	
		<b>Vendor Total:</b>			<b>\$1,205.47</b>												
VERIZ001			Verizon														
		26-00390		05/20/26		Acct# 156-886-2070001-87											
		1 Acct# 156-886-2070001-87			\$333.41	6-01-43-490-000-263	B	MUNICIPAL COURT: Telephone		R		05/20/26	05/28/26			N	
		26-00391		05/20/26		Acct # 153-258-253-0001-93											
		1 Acct # 153-258-253-0001-93			\$440.12	6-01-31-440-000-263	B	Telephone PW		R		05/20/26	05/28/26			N	
		<b>Vendor Total:</b>			<b>\$773.53</b>												
VER-NEW			Verizon														
		26-00412		05/29/26		First Aid Bld											
		1 First Aid Bld- April 2026			\$129.94	6-01-31-440-000-266	B	TELEPHONE: FIRST AID BLDG.		R		05/29/26	05/29/26			N	
		2 First Aid Bld- May 2026			\$129.94	6-01-31-440-000-266	B	TELEPHONE: FIRST AID BLDG.		R		05/29/26	05/29/26			N	
		<b>Vendor Total:</b>			<b>\$259.88</b>												
VERIZ010			Verizon - FIOS														
		26-00379		05/19/26		Library Internet April 2026											
		1 Library Internet April 2026			\$159.00	6-01-29-390-000-262	B	LIBRARY: Hub Line		R		05/19/26	05/28/26	041826		N	
		26-00392		05/20/26		Acct # 152-342-900-0001-51											
		1 Acct # 152-342-900-0001-51			\$79.00	6-01-31-440-000-263	B	Telephone PW		R		05/20/26	05/28/26			N	
		26-00393		05/20/26		Acct # 756-640-720-0001-49											
		1 Acct # 756-640-720-0001-49			\$119.00	6-01-31-440-000-264	B	TELEPHONE - Police		R		05/20/26	05/28/26			N	
		<b>Vendor Total:</b>			<b>\$259.88</b>												

**BOROUGH OF PENNINGTON**  
Purchase Order Listing By Vendor Name

Vendor # P.O. # Item Description	Name PO Date	Description Amount	Charge Account	Acct. Description Type	Contract	PO Type	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl
VERIZ010	Verizon - FIOS			Account Continued							
1 Acct 556-418-223-0001-36		\$243.00	6-01-31-440-000-263	B Telephone PW		R		05/29/26	05/29/26		N
	<b>Vendor Total:</b>	<b>\$600.00</b>									
BLISSW01	Walter R. Bliss Jr., Esquire										
26-00010	01/13/26			B Legal Services - 2026		B					
6 Legal Services - May 2026		\$5,875.00	6-01-20-155-000-261	B LEGAL: Legal Services		R		01/13/26	05/29/26	MAY 2026	N
	<b>Vendor Total:</b>	<b>\$5,875.00</b>									
WBMAS005	WB MASON										
26-00378	05/15/26			B Notary Stamp		R					
1 Notary Stamp		\$42.38	6-01-20-121-000-255	B ELECTIONS: Misc. Expenses		R		05/15/26	05/28/26		N
	<b>Vendor Total:</b>	<b>\$42.38</b>									

**Total Purchase Orders: 54 Total P.O. Line Items: 119 Total List Amount: \$188,893.66 Total Void Amount: \$0.00**

**BOROUGH OF PENNINGTON**  
Purchase Order Listing By Vendor Name

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	5-01	\$4,057.95	\$0.00	\$0.00	\$4,057.95
	6-01	\$53,198.25	\$0.00	\$0.00	\$53,198.25
	6-05	\$16,256.93	\$0.00	\$0.00	\$16,256.93
Year Total:		\$69,455.18	\$0.00	\$0.00	\$69,455.18
	G-02	\$4,684.57	\$0.00	\$0.00	\$4,684.57
	T-03	\$430.00	\$0.00	\$0.00	\$430.00
	W-06	\$110,265.96	\$0.00	\$0.00	\$110,265.96
<b>Total Of All Funds:</b>		<b>\$188,893.66</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$188,893.66</b>



**TO:** Mayor & Council  
**SUBJECT:** Time Sensitive Payments  
 Bank of Princeton  
**BILL LIST:** 6/1/26

Current Fund

Paid Via Wire	Purchase Order #	Vendor Name	Description	Amount
Wire 00001	26-00405	Payroll Account	Payroll 5/15/2026	\$ 84,813.28
Wire 00002	26-00406	Payroll Account	Payroll 5/29/2026	\$ 81,126.38
Wire 00004	26-00041	HoVal Reg School District	Hopewell Valley Regional School - Due 6/1/26	\$ 830,013.50
Wire 00005	26-00409	Payroll Account	NJ Solution JHIF-Health Benefit Monthly Payment - Due 6/1/26	\$ 24,951.87
<b>Total</b>				<b>\$ 1,020,905.03</b>

Water/Sewer Operating

Paid Via Wire	Purchase Order #	Vendor Name	Description	Amount
Wire 00001	26-00405	Payroll Account	Payroll 5/15/2026	\$ 10,964.77
Wire 00002	26-00406	Payroll Account	Payroll 5/29/2026	\$ 11,931.20
Wire 00005	26-00409	Payroll Account	NJ Solution JHIF-Health Benefit Monthly Payment - Due 6/1/26	\$ 10,693.67
<b>Total</b>				<b>\$ 33,589.64</b>
<b>Total Wire Transfer</b>				<b>\$ 1,054,494.67</b>



**BOROUGH OF PENNINGTON  
RESOLUTION 2026-6.2**

**RESOLUTION APPOINTING ROBIN TILLOU DEPUTY REGISTRAR  
AS PART OF HER RESPONSIBILITIES AS DEPUTY CLERK**

**WHEREAS**, New Jersey statute, NJSA 26:8-17, provides that immediately upon acceptance of the appointment as registrar, the registrar shall appoint a deputy to assist in the normal, day-to-day operation of the office and to act in the registrar’s stead in case of absence, disability or death of the registrar; and in the case of the registrar’s death, act as local registrar until a new local registrar has been appointed and qualified;

**WHEREAS**, by Resolution 2026-4.4, adopted April 6, 2026, Borough Council has appointed Gian Paolo Caminiti the Borough Clerk effective May 1, 2026, and by reason of that appointment and the size of Pennington’s population, Mr. Caminiti was simultaneously appointed Registrar of the Borough, also effective May 1, 2026, with the understanding that he will perform the duties and responsibilities of Registrar as part of his responsibilities as Borough Clerk without additional compensation;

**WHEREAS**, Mr. Caminiti, in his capacity as Registrar, has now appointed Robin Tillou Deputy Registrar, subject to formal action by Borough Council, in conjunction with the pending appointment of Ms. Tillou as Deputy Clerk, with the understanding that she will perform the duties and responsibilities of Deputy Registrar as part of her responsibilities as Deputy Clerk with the additional compensation as recorded for the Deputy Registrar position in the Borough Salary Ordinance;

**NOW, THEREFORE, BE IT RESOLVED**, by Borough Council of the Borough of Pennington, that Robin Tillou is hereby appointed Deputy Registrar of the Borough effective upon adoption of the enabling ordinance now pending which shall effectuate her appointment as Deputy Clerk; and be it

**FURTHER RESOLVED**, as provided by law, that:

1. the Deputy Registrar shall have the authority to receive birth certificates and death certificates, to issue burial permits and copies of birth, death, marriage and civil union license applications, and to issue marriage and civil union licenses and register domestic partnerships;
2. the Deputy Registrar shall receive instructions from and perform her duties under the direct supervision of the Registrar, who shall be the final authority for fulfilling the duties of the Registrar outlined in NJSA 26:8-25;
3. the Deputy Registrar shall serve at the pleasure of the Registrar; and
4. upon approval of this Resolution, the Registrar shall file a copy of it with the State Registrar for the purpose of appropriate oversight.

**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					Rubenstein				
Chandler					Stern				
Kassler-Taub					Valenza				

This is to certify that the foregoing is a true copy of a Resolution adopted by Pennington Borough Council at a meeting on June 1, 2026.

---

Gian-Paolo Caminiti, Borough Clerk

**BOROUGH OF PENNINGTON  
RESOLUTION 2026 – 6.3**

**AMENDING RESOLUTION 2026- 1.12 OF THE BOROUGH COUNCIL OF THE  
BOROUGH OF PENNINGTON DESIGNATING DEPOSITORY BANKS,  
OFFICIAL NEWSPAPERS AND OFFICIAL SIGNATORIES FOR THE  
BOROUGH FOR THE YEAR 2026**

**WHEREAS**, the Borough’s Chief Financial Officer Sandra Webb retired from active service to the Borough on April 30, 2026; and

**WHEREAS**, the Mayor and Council need to designate a replacement officer to serve as authorized signatory to conduct official business; and

**WHEREAS**, the Hopewell Valley News, named by the Borough at its reorganization meeting as one of its official newspapers for publications and notices, has ceased operations;

**NOW, THEREFORE, BE IT RESOLVED:**

That The Bank of Princeton, Wells Fargo, PNC Bank, Bank of America, Northfield Bank, Investors Bank and Santander Bank, remain declared official depositories of the Borough of Pennington for 2026.

**FURTHER, BE IT RESOLVED:**

That Mercer Me, the Times of Trenton and/or the Trentonian remain the designated official newspapers of the Borough of Pennington for 2026 for the publication of notices in one or more of them as required by law.

**FURTHER, BE IT RESOLVED:**

That Mayor James Davy and the Borough Clerk (and in the absence of the Mayor, the Borough Administrator) be and hereby are designated as the authorized representatives of the Borough of Pennington to sign for and on behalf of the Borough all applications to the Federal and State governments, as well as in any other matters.

**FURTHER, BE IT RESOLVED:**

That the following individuals are designated as official signatories for the Borough of Pennington:

- 1 Mayor – James Davy
- 2 Finance Officer – Lubna Muneer
- 3 Borough Administrator – Gian Paolo Caminiti
- 4 Council President – Nadine Stern

**Record of Council Vote on Passage**

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone					Rubenstein				
Chandler					Stern				
Kassler-Taub					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 June 1, 2026.

\_\_\_\_\_  
Gian-Paolo Caminiti, Borough Clerk

**BOROUGH OF PENNINGTON  
RESOLUTION 2026 - 6.4**

**RESOLUTION APPROVING RENEWAL OF PLENARY RETAIL  
CONSUMPTION LICENSE #1108-33-001-001 FOR 2026-2027**

**WHEREAS**, Plenary Retail Consumption License #1108-33-001-001 is due for renewal on or before June 30, 2026; and

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Pennington, that the application for renewal of License #1108-33-001-001 for the year 2026-2027 is hereby approved subject to the following conditions;

1. payment of \$2,500.00 renewal fee to the Borough of Pennington; and
2. completion of all required inspections as confirmed by the Borough Clerk;

**BE IT FURTHER RESOLVED** that the Borough Clerk of the Borough of Pennington, County of Mercer, is hereby authorized and instructed to issue and deliver said license when these conditions are satisfied and then notify the Division of Alcoholic Beverage Control accordingly, on or before June 30, 2026.

**Record of Council Vote on Passage**

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone					Rubenstein				
Chandler					Stern				
Kassler-Taub					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 June 1, 2026.

\_\_\_\_\_  
Gian-Paolo Caminiti, Borough Clerk

# Professional Services Agreement

**THIS AGREEMENT** is entered into this \_\_\_\_ day of April, 2026, by and between the Borough of Pennington (Borough) at 30 North Main St, Pennington, New Jersey 08534, United States and COLLIERS ENGINEERING & DESIGN, INC. ("Consultant") of 101 Crawfords Corner Road, Ste. 3400, Holmdel, NJ 07733.

## WITNESSETH:

WHEREAS, by Borough Council Resolution 4.17 adopted on April 6, 2026, Consultant's Brandon Fetzer, PE, CME, has been appointed Borough Engineer for the Borough of Pennington

~~WHEREAS the Borough desires to engage Consultant to provide Professional services pursuant to N.J.S.A 40A:11-5 for the position of Borough Engineer in connection with Mr. Fetzer's service to the Borough (Mr. Fetzer and Consultant being hereafter referred to collectively as "Consultant")~~

~~WHEREAS this Consultant desires to undertake to render such services; and~~

~~WHEREAS, the Borough authorizes by Resolution, Colliers Engineering & Design, Inc. for the position of Borough Engineer; and~~

~~WHEREAS Consultant accepts such position; and~~

~~WHEREAS Borough Council the Governing Body of the Borough of Pennington has authorized by Resolution adopted at a regularly scheduled meeting on June 1, 2026 authorized the Borough to enter into this written agreement at a regularly scheduled meeting of the Governing Body on \_\_\_\_\_, 2026.;~~

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The Borough agrees to engage this Consultant and the Consultant agrees to perform the professional services during 2026 in accordance with scopes of services for specific projects outlined in project specific scopes of work.
2. The Consultant shall perform all services to be performed hereunder with the ordinary skill and care of other reputable consultants performing similar services in the same time and location (the "Standard of Care") ~~or, in the event Consultant is unable to be present, by a Consultant competent in the field and duly licensed to practice in the State of New Jersey.~~
3. The Consultant shall prepare a proposed project list and scope of work for specific projects to be approved by Borough Council. There is no guarantee by the Borough that all of these projects will be undertaken in any given year. The undertaking of any particular project must be separately authorized by Borough Council before Consultant's work begins. and be paid a fee for the professional services. All services will be compensated at the Consultant's most current hourly rates or by a negotiated fee. A copy of the 2026 Rate Schedule is attached hereto and known as Exhibit A and made a part of this Agreement. In addition, the cost of contracted services, including suppliers or sub-professionals, plus direct charges including disbursements at cost and miscellaneous internal charges shall be billed in accordance with the Rate Schedule in Exhibit A. Capital projects aside, the cost of Consultant's services, including but not limited to the cost of Brandon Fetzer's services as Borough Engineer, shall not exceed \$45,000 from the Current Fund and \$40,000 from the Water/Sewer Operating Funds unless specifically approved in advance by Borough Council.

Vouchers or invoices may be rendered monthly for services performed. Such billings shall be due ~~when rendered~~ upon approval by Borough Council.

Direct charges may include disbursements which are actual expenses incurred by the Consultant and/or associated firm in connection with specific projects, and include, but are not limited to:

- a. Payment of permit fees, application fees, review fees and similar charges.
- b. Computer expenses including time and proprietary program charges.
- c. Outside printing, reproduction, binding, collating and other graphic services.
- d. Messenger service, postage and handling of drawings and specifications, reports, contracts, and other bulky items.

If the Borough fails to make any payment due to the Consultant for services or expenses within sixty (60) days after receipt of a properly rendered statement, the amounts due the Consultant shall include a charge at the rate of 1-1/2 percent per month from said sixtieth day.

4. The Consultant shall secure and maintain Workersmen's Compensation Insurance as required by Law and Liability Insurance as required to protect the Borough, the Consultant and/or Consultant's associated firm and their employees and agents from claims for employer liability, bodily injury, death or property damage which may arise from the performance of Consultant's services pursuant to this proposal. The limits of said Liability Insurance shall not be less than \$1,000,000 with \$1,000,000 excess liability coverage. Automotive liability coverage shall not be less than \$1,000,000 combined single limit and \$1,000,000 excess liability coverage. ~~If requested, the~~ Consultant shall provide Certificates of Insurance to the Borough. Such certificates shall provide that the Borough shall receive (10) days written notice prior to any cancellation or material alteration of the policy limits.

The Consultant shall provide and maintain Professional Liability (Errors and Omissions) Insurance to protect the Consultant and/or Consultant's associated firm for claims which arise from the negligent performance of the Consultant pursuant to this Proposal. Unless higher limits are requested, the limits of said insurance shall be at least \$1,000,000 per claim/aggregate.

5. To the fullest extent permitted by law, Borough and Consultant shall indemnify, defend and hold harmless each other ~~Consultant and their respective~~ its agents, officers, directors and employees, subcontracts or consultants (~~herein for the remainder of this section collectively referred to as Consultant~~) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential ~~or punitive~~, including but not limited to fees and charges of attorneys and court and arbitration costs, to the extent arising out of or resulting from that party's negligence or willful misconduct or the negligence or willful misconduct of its agents, officers, directors and employees, subcontractors or consultants, in connection with the work that is the subject of this agreement the services of Consultant or any claims against Consultant arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Consultant is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

~~Borough agrees to defend, indemnify and hold harmless Consultant from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Consultant which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.~~

~~To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Consultant. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Consultant of obligations under this Agreement.~~

6. The services called for in the Agreement shall be provided commencing on April 1, 2026. Either the Borough or Consultant can terminate this Agreement within thirty (30) days of written notice served upon the Municipal Clerk, the Borough Attorney and Consultant of the firm of Colliers Engineering & Design, Inc. Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this agreement with the surviving portion remaining in full force and effect.

7. The Consultant agrees all plans, specifications, reports, and other documents ordered by the Borough and submitted to the Borough shall remain the property of the Borough for use by the Borough in current or future programs. Unless the

**Borough** directs otherwise, the **Consultant** shall provide one (1) reproducible record set of all project drawings and signed and sealed prints to the **Borough**. All work and direct charges shall be billed as herein provided. At the completion of work or in the event of termination, all work sheets and internal office communications of the **Consultant**, including drawings, sketches, calculations, field notes and memoranda are and shall remain the property of the **Consultant**, as instruments of **Consultant's** service. The **Borough**, at its expense, may obtain reproducible record prints of any sketches or drawings and copies of any and all documents. The **Consultant** will provide the **Borough**, or its representatives, access to **Consultant's** files during normal working hours for the purpose of determining the extent of necessary duplication.

8. All documents including drawings and specifications prepared by the **Consultant** pursuant to this Agreement are instruments of service with respect of the project. They are not intended or represented to be suitable for reuse by **Borough** or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by **Consultant** for the specific purpose intended will be at **Borough's** sole risk, with no liability or legal exposure to **Consultant**; and **Borough** shall indemnify and hold harmless **Consultant** from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **Consultant** to further compensation at rates to be agreed upon by **Borough** and **Consultant**. The [Municipality Type] grants the **Consultant** a perpetual, irrevocable, royalty free, non-transferable, nonexclusive license to use the documents, specifications, reports, or other material without restriction.

9. **Consultant** shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. **Consultant** will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such actions shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. **Consultant** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

**Consultant** where applicable, will in all solicitations or advertisements for employees placed by or on behalf of it state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex.

**Consultant** where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**Consultant**, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

**Consultant** agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1075, c. 127, as amended and supplemented from time to time.

**Consultant** agrees to inform in writing all recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, or sex, and that it will discontinue the use of any recruitment agency which engages in direct discriminatory practices.

**Consultant** agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.

**Consultant** agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, or sex, and conforms with



the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, Federal law and applicable Federal court decisions.

Engineering  
& Design

**Consultant** shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Affirmative Action Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Consultant shall comply with the requirements of the annexed Schedule A.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

*[Signatures to follow]*



Borough of Pennington

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COLLIERS ENGINEERING & DESIGN, INC.

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2026 Rate Schedule

**BOROUGH OF PENNINGTON  
RESOLUTION 2026 – 6.6**

**RESOLUTION CONFIRMING EXPIRATION AND TERMINATION  
OF ALL BIDS FOR LEAD SERVICE LINE REPLACEMENTS**

WHEREAS, by Resolution of Borough Council 2026-1.30, adopted January 5, 2026, Borough Council authorized advertisement for bids for the Borough’s 2025 Lead Service Line Replacement project pursuant to plans, specifications and bid documents prepared by the Borough Engineer;

WHEREAS, bids from five (5) contractors were received on February 5, 2026;

WHEREAS, Borough Council has decided to revise substantially the Lead Service Line Replacement project and related scope of work and the Borough has therefore allowed the bids to expire under N.J.S.A. 40A:11-24 and N.J.A.C. 7:26H-6.7;

WHEREAS, in the circumstances, the Borough would otherwise reject all bids under N.J.S.A. 40A:11-13.2 of the Local Public Contracts Law;

NOW, THEREFORE, BE IT RESOLVED, by Borough Council of the Borough of Pennington, that expiration of all bids for the 2025 Lead Service Line Replacement project is hereby confirmed and all bids are otherwise rejected to permit the Borough to revise the project and related scope of work.

**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					Rubenstein				
Chandler					Stern				
Kassler-Taub					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 June 1, 2026.

\_\_\_\_\_  
Gian-Paolo Caminiti, Borough Clerk

**BOROUGH OF PENNINGTON  
RESOLUTION 2026-6.7**

**RESOLUTION GRANTING CONDITIONAL AUTHORIZATION FOR EMILY'S  
CAFE TO MAINTAIN A TEMPORARY OUTDOOR  
DINING AREA IN THE PUBLIC RIGHT- OF- WAY IN 2026**

**WHEREAS**, Emily Matticoli, d/b/a Emily's Cafe, a restaurant located at 9 North Main Street in the Borough of Pennington;

**WHEREAS**, Emily's Cafe has applied to Borough Council for permission to place movable tables and chairs on the sidewalk immediately adjacent to the restaurant, in particular, 3 tables and 6 chairs on the west side of North Main Street as shown in the attached sketch;

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

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

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

1. Emily's Cafe is hereby granted permission to locate up to 3 tables and 6 chairs on the sidewalk immediately adjacent to the restaurant provided the following conditions are met:

A. The tables and chairs shall be arranged as shown on the attached sketch with no more than 3 tables and 6 chairs on the N. Main Street side of the restaurant.

B. The outdoor dining area and affected sidewalk shall at all times be kept clean and free of litter and in compliance with all applicable health regulations.

C. The outdoor dining area shall not obstruct pedestrian circulation on the sidewalk.

D. Operation of the outdoor dining area shall comply with the Borough Noise Ordinance, as set forth in Chapter 133 of the Borough Code.

E. The outdoor dining area may be used only during the operating hours of the restaurant. When the restaurant is not open, all tables and chairs shall be removed from the sidewalk.

F. Owners must provide receptacles for collection of all garbage generated by outdoor diners and ensure that these receptacles are emptied as frequently as needed to avoid overflow.

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

H. The outdoor dining area approved by this resolution shall not operate until Emily Matticoli or Emily's Café has filed with the Borough Clerk a current Certificate of Insurance which certifies that:

(1) the obligation to indemnify and hold harmless the Borough as provided above is insured by an insurance carrier authorized to do business in the State of New Jersey;

(2) the Borough of Pennington and its agents and employees are named as additional insureds under this insurance with respect to claims, damages, losses and expenses

arising out of operation of the outdoor dining area; and

(3) the insurance in effect provides (a) at least \$1,000,000. of occurrence coverage under each of the following types of coverage: general liability; premises liability; contractual liability; products and completed operations liability; personal and advertising injury liability; (b) property liability coverage in the amount of \$50,000.; (c) medical expense coverage in the amount of \$5,000.; (d) workers compensation coverage with the limits required by statute; and (e) employer’s liability coverage in the amount of \$500,000. per person/per occurrence.

(4) the Borough will be given 10 days’ written notice of any cancellation of this insurance.

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

3. The conditional authorization for outdoor dining granted by this resolution may be revoked by the Borough at any time, with or without notice to Emily Matticoli or Emily’s Cafe. This conditional authorization also shall be subject to such additional or amended conditions as Borough Council may deem appropriate at any time.

4. This conditional authorization shall in any event expire on December 31, 2026.

**Record of Council Vote on Passage**

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone					Rubenstein				
Chandler					Stern				
Kassler-Taub					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 June 1, 2026.

\_\_\_\_\_  
Gian-Paolo Caminiti, Borough Clerk

**BOROUGH OF PENNINGTON  
RESOLUTION 2026-6.8**

**RESOLUTION AUTHORIZING MOU WITH CAPITAL HEALTH SYSTEM  
UNDER THE “ARRIVE TOGETHER PROGRAM” FUNDED BY THE STATE  
OF NEW JERSEY PROVIDING FOLLOW-UP TO BEHAVIORAL HEALTH  
CRISES ENCOUNTERED BY LAW ENFORCEMENT**

**WHEREAS**, the Pennington Police Department is eligible to participate in the State-funded program known as the “ARRIVE Together Program” by which a designated mental health service provider, in this case Capital Health System, Inc. (“Capital Health”), provides professional follow-up to police responses to behavioral crisis calls more appropriate for mental health intervention than law enforcement;

**WHEREAS**, under the attached Memorandum of Understanding between the Pennington Police Department and Capital Health, Pennington will be part of a “Follow-up Program” in which officers will inform Capital Health service providers of individuals encountered during law enforcement responses that need the services of a Capital Health specialist;

**WHEREAS**, at each call for service, Capital Health will provide one or more experienced specialists to perform crisis intervention and screening services and/or follow-up services consistent with their statutory and regulatory duties;

**WHEREAS**, the Police Department will provide Capital Health with information on the individuals encountered that they deem to require follow-up services and Capital Health will determine how and when best to follow-up with the individuals, whether in-person or by telephone or virtually;

**WHEREAS**, the MOU also provides requirements governing expansion of the program if the Borough elects to do so in future years;

**WHEREAS**, the services provided by Capital Health under the MOU will be at no cost to the Borough and the MOU is terminable by either party on 30 days’ notice;

**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 execute and enter into the attached MOU with Capital Health on behalf of the Borough and the Pennington Police Department.

**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					Rubenstein				
Chandler					Stern				
Kassler-Taub					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 June 1, 2026.

\_\_\_\_\_  
Gian-Paolo Caminiti, Borough Clerk

# MEMORANDUM OF UNDERSTANDING

## PENNINGTON POLICE DEPARTMENT

### Participating Police Department(s)

and

### CAPITAL HEALTH SYSTEM, INC.

### the Participating Mental Health Service Provider

This Memorandum of Understanding (“MOU”) is entered into between the above-Participating Police Department(s) (“PPD”, “Agency”, or “officer”) and the above-named Mental Health Service Provider (“MHSP”) (collectively “the Parties”), to establish joint participation in the ARRIVE Together Program (“the Program”) to enhance and support law enforcement and response to certain behavioral health crisis calls, and shall confirm the mutual understanding and intention of the Parties as set forth herein.

**WHEREAS**, pursuant to NJSA 30:4-27.1, et seq. (“Screening Law”) and NJAC 10:31- 1.1, et seq. (“Screening Regulations”), it is the policy of this State to provide for a public mental health system that delivers treatment consistent with a person’s clinical condition, and that screening services be developed as the public mental health system’s entry point in order to provide accessible crisis intervention, evaluation and referral services to persons with mental illness, to offer persons with mental illness clinically appropriate alternatives to inpatient care, and, when necessary, to provide a means for involuntary commitment to treatment; and

**WHEREAS**, the Parties recognize the importance of ensuring the safety of every person involved in civilian-law enforcement interactions, and that many of the negative outcomes that have resulted from such interactions may stem from law enforcement officers responding to situations involving individuals experiencing behavioral health crises; and

**WHEREAS**, the MHSP has been designated by the New Jersey Department of Human Services (“DHS”) to provide screening and other medical/health services in accordance with state law and regulations, within the county being served by this MOU; and

**WHEREAS**, DHS contracts annually with the MHSP for the provision of screening services and other services, pursuant to NJAC 10:31:10.1(c), or the Community Mental Health Services Act of 1957, as amended and DHS Contracting Policy; and

**WHEREAS**, the New Jersey Department of Law and Public Safety and the DHS have executed a separate agreement which will provide for funding for this Program upon presentation of invoices in conformance with this Agreement by the MHSP to DHS; and

**WHEREAS**, the Screening Law provides officers and mental health specialists with the legal authority to transport or authorize transport of individuals who are experiencing a behavioral health crisis to an emergency department for a full assessment where appropriate;

and

**WHEREAS**, law enforcement officers may request the assistance of mental health specialists when responding to emergency service calls that relate to behavioral health crises and mental health personnel may request assistance from officers when responding to requests for emergency screening; and

**WHEREAS**, in an effort to improve the outcomes in law enforcement's response to emergency behavioral health crisis calls, to divert individuals in crisis from unnecessary entry into the criminal justice system, and to more efficiently employ the resources of both the PPD and the MHSP as they respond to calls for service, the Parties seek to enter into this MOU; and

**WHEREAS**, this MOU is intended to memorialize the relationship and delineate the responsibilities of the Parties in this cooperative joint effort.

**NOW, THEREFORE**, the Parties agree as follows:

## **I. Definitions**

For the purposes of the Program, the following definitions shall apply:

- A. **Behavioral Health Crisis Calls** means emergency calls for service received by the PPD's 911 system or by the MHSP, which may include the MHSP responding to a person:
  - a. With behavioral/mental health issues;
  - b. With confusion/disorientation;
  - c. In need of a welfare check;
  - d. At risk of suicide; and
  - e. Exhibiting other indications that behavioral or mental health services may be required.
- B. **"Follow-up Services"** means calls from the PPD for mental health services to be provided by the MHSP after encounter by the PPD with an individual who the Agency deems in need of mental health services, which may include the MHSP responding to a person:
  - a. With behavioral/mental health issues;
  - b. With confusion/disorientation;
  - c. In need of a welfare check;
  - d. At risk of suicide; and
  - e. Exhibiting other indications that behavioral or mental health services may be required.
- C. **MHSP specialist** means a mental health screener as defined by N.J.S.A. 30:4-27.2 or other qualified specialist, such as a crisis intervention specialist, therapist, social worker, psychiatrist, psychologist, nurse, or other professional possessing the relevant academic training or experience to do outreach for the purposes of clinical screening, clinical support, intervention or crisis referrals.
- D. **HIPAA** means the regulations adopted by the U.S. Secretary of the Department of Health and Human Services pursuant to Health Insurance Portability and Accountability Act of

1996 42 U.C.S. § 1302(a) and found at 42 C.F.R. Subchapter C; the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and; related laws and regulations promulgated by the respective states and Secretary of the Department of Health and Human Services.

**SAMHSA Privacy Regulations** means the privacy regulations adopted by the Substance Abuse and Mental Health Services Administration pursuant to 42 U.S.C. § 290dd-2 and found at 42 C.F.R. Part 2.

**II. Program Description**

**A. Location**

- 1. The Program will respond to behavioral health calls for service or calls identified by law enforcement that could benefit from mental or behavioral health follow-up:
  - a. County: Mercer
  - b. Municipality(ies): Pennington Police Department

**B. Program Type**

- 1. The Parties may select one or more Program types as set forth in Section B and described more fully in Section C below for the term of this MOU. Should the Parties change, reduce or increase the Program type during the term of this MOU, the Parties shall notify DHS and LPS who shall determine whether such change, reduction or increase in Program type is authorized. Any such material change to the terms and conditions of this MOU shall require a written amendment, signed by the Parties, and may result in changes to other terms and conditions herein.
- 2. The Parties agree to implement one or more of the Programs as selected below.
  - a. Co-Responder Program (law enforcement officer and MHSP specialist respond together to emergency service calls and/or follow up visits that relate to behavioral health crisis)
  - b. Telehealth Program (law enforcement officers provided with electronic devices to connect persons suffering behavioral health crisis to a MHSP specialist via video to receive services)
  - c. Follow-up Program (law enforcement officers inform MHSP specialist of individuals encountered by law enforcement that need services of MHSP specialist within a designated timeframe following the law enforcement interaction as determined by the Parties)
  - d. Close in Time Follow-up Program (MHSP specialist follows up with individuals encountered by law enforcement close in time, generally within 30 minutes of the encounter, to the law enforcement encounter and provides social and health services)

as determined by the Parties.)

**C. Program Responsibilities** (as applicable)

1. Frequency

- a. The Program will be implemented weekly on the days determined by the Parties, and at times of the highest volume of behavioral health crisis calls for service as determined by the PPDs, in consultation with DHS.
  - i. The PPDs will determine a staffing schedule for their officers.
  - ii. Regardless of where the participating officer is based, the Program will always respond to qualifying calls in any of the participating municipalities identified in Section 1.b. above, as described below.
- b. Shift times will be determined by the parties, and may be altered if, in consultation with DHS and the MHSP, the PPD determines that significantly greater relevant calls for service consistently occur at different hours.

2. Personnel

- a. When co-responding as defined in Section II B2(a), the PPDs will each provide one or more experienced law enforcement officers who complete Crisis Intervention Team (“CIT”) training before or during the Program to participate in the Program. Participating Officers will not wear full uniform during the Program shifts, and instead will wear a polo shirt with an agency logo, or similar, and will drive an unmarked vehicle.
- b. When co-responding or on location together, the Officers will identify themselves as law enforcement officers and ensure the safety of all actors, to ensure there are no violent or potentially violent actors on scene, and remain at the scene while the MHSP provides services.
- c. The PPDs shall provide training to each specialist identified by the participating MHSP on the proper procedures and protocols for riding in an unmarked police vehicle and/or responding to calls with an Officer prior to any specialist participating in the Program.
- d. The MHSP will provide one or more experienced specialists to participate in the Program. The participating specialists will perform crisis intervention and screening services and/or follow-up services consistent with their statutory and regulatory duties at each call for service.
- e. When co-responding, the Officer will transport the MHSP specialist to calls for service in an unmarked police vehicle. The Officer will not respond to other calls for service while transporting the MHSP specialist except for those behavioral health crisis calls as defined below. In the event of an emergency that needs the Officer’s immediate attention and is in the Officer’s plain view, such as a motor vehicle accident or serious injury, the officer will stop to provide immediate assistance until further police assistance arrives. In the event of

a call involving a life-threatening emergency, the Officer will only respond to the call upon the direction of their supervisor and will first transport the MHSP specialist to the closest safe location prior to responding to the call.

- f. For follow-ups, the PPD will provide the MHSP with information on individuals that they have encountered that they deem to require follow-up services at a mutually agreed upon frequency.
- g. The MHSP will determine how and when best to follow up with the individuals. The follow-ups may be in-person, telephonic or virtual.

### **3. Coverage**

- a. The Program will respond to all behavioral health crisis calls for service made to the PPDs' 911 system within the identified county, including those originating from the public, those incoming from other law enforcement officers or agencies within the area, and those incoming from the MHSP to the PPDs and/or their 911 systems.
- b. The Program will respond to crisis calls originating from the psychiatric emergency screening service within the identified county and 9-8-8 calls from individuals residing in the locales where the program operates.
- c. When co-responding, the Program will respond to qualifying calls made to the municipality(ies) identified in Section II.A.1(b) above, regardless of where the ARRIVE officer is employed. Officers from the municipality from which the call originated will be responsible for securing the scene before the MHSP specialist enters. At the scene, once deemed safe, the non-ARRIVE officer(s) shall only provide assistance if specifically requested by the ARRIVE Officers on scene.
- d. When PPD and MHSP specialist meet at a location at the same time, the Program will respond to qualifying calls made to the municipality(ies) identified in Section II.A.1.(b) above by a MHSP meeting a CIT trained officer at an arranged safe location. If a CIT trained officer is unavailable to respond during Program hours, a CIT trained officer from municipality(ies) identified in Section II.A.1.(b) or another municipality in the county with the approval of the impacted chief, director, or officer in charge is permissible.
- e. When not responding to calls for service, the Program participants will proactively undertake follow-up visits with individuals from prior services or initiate contact with individuals identified as at-risk through other means.

### **4. Data Collection and Evaluation**

- a. PPDs and MHSPs shall collect data relevant to the assessment of the Program, as specified by the Department of Law and Public Safety (LPS) and/or Department of Human Services (DHS), Division of Mental Health and Addiction Services (DMHAS).
- b. Any and all data collected by the MHSP and shared with law enforcement shall be subject to confidentiality based on applicable mental health statutes including HIPAA.

- c. Should LPS retain an academic or research institution, or other qualified entity to perform an evaluation of the Program the Parties and Participating Agencies agree, upon request, to provide the retained academic or research institution access to relevant data, subject to appropriate privacy and cybersecurity protections, to include 911 or computer-aided dispatch (CAD) data and interviews of participating employees, for the purposes of performing the assessment. The institution performing the research shall execute any required confidentiality agreements. If personally identifiable information is being shared, the confidentiality agreement must be compliant with HIPAA in particular, 45 C.F.R. 164.512(i), and with the SAMHSA.

## **5. Confidentiality**

- a. The parties agree to keep confidential all records, recordings, and reports made in connection with the ARRIVE Program and/or certificates, applications, records, and reports made that directly or indirectly identify any individual presently or formerly receiving ARRIVE Program services. The parties further agree not to disclose them to any person, except as permitted by N.J.S.A. 30:4-24.3, and N.J.A.C. 10:37-6.79., HIPAA regulations and the SAMHSA Privacy Regulations. Such records are not subject to public access pursuant to EO 26 (2002) and N.J.S.A. 47:1A-1.

## **III. PPD Responsibilities**

- A. The PPD shall perform all necessary tasks required to implement the Program as detailed Section II above, including, during responses to qualifying emergency calls for service, the participating officer shall assess and take measures to secure the environment in order to mitigate the potential for harm to the officer, mental health specialist, client, and any bystanders.
- B. The PPD shall make available the qualified officers required to implement the Program as detailed in Section II, and shall ensure all requisite training (including the requirement that all officers participating in the initiative successfully complete CIT training) and certifications have been obtained by participating officers.
- C. The PPD shall implement operational changes, as it deems necessary, to implement the Program, as detailed in Section II.
- D. The PPD shall provide the equipment necessary for participating officers to perform their duties under the Program, if co-responding this may include providing or obtaining access to an unmarked vehicle during the course of the Program.
- E. The PPD shall provide training to each participating MHSP specialist on the proper procedures and protocols for riding in a law enforcement vehicle and/or responding to calls with a police officer prior to any MHSP specialist participating in the Program.
- F. The PPD shall cooperate with the MHSP, other participating Law Enforcement Agency Partners within the county, as identified herein, as well as DHS, DMHAS, and LPS,

facilitate and execute the goals of the Program. The PPD shall not request that the MHSP perform any activities that conflict with the Screening Law or Screening Regulations.

- G. The PPD shall ensure their participating officers follow all applicable Law Enforcement Directives and Guidelines issued by the Attorney General of New Jersey, as updated, amended, or supplemented (available at <https://www.njoag.gov>).

#### **IV. MHSP Responsibilities**

- A. The MHSP shall perform all necessary tasks required to implement the Program detailed in Section II, and shall provide those services in a manner consistent with the Screening Law and Screening Regulations when applicable and with DHS regulations, any applicable professional licenses and HIPAA and SAMHSA Privacy Regulations.
- B. The MHSP shall provide the specialists required to implement the Program and shall ensure all requisite training has been obtained by the participating specialists.
- C. The MHSP shall ensure the equipment necessary for the participating specialists to perform their duties under the Program is provided. The equipment must be provided by the MHSP.
- D. The MHSP shall cooperate with the other Parties to facilitate and execute the Program in a manner consistent with the Screening Law and Screening Regulations.
- E. The MHSP shall bill DHS for services provided under the Program at the rate set forth herein under the same terms as included in the existing contract between DHS and the MHSP.
  1. The total amount billed under the Program shall not exceed the amount as determined by DHS and/or LPS and conveyed under a separate writing.
  2. The MHSP shall provide DHS with quarterly invoices specifically for services provided under the Program.
  3. The MHSP shall provide DHS with quarterly expenditure reports specifically for services provided under the Program in accordance with the DHS Contract Manual.

#### **V. Funding**

- A. Consistent with the terms of the existing contract between the MHSP and DHS, and the DHS Contract Policy and Information and Contract Reimbursement Manual, MHSP specialists participating in the Program shall be compensated for all services performed under the Program at their ordinary pay and ordinary contractual obligations.
  1. Payments to the MHSP for work performed in accordance with the Program, including overtime, if any, shall be allowed up to a maximum total amount reimbursed as determined by DHS and/or LPS and conveyed under a separate writing.
  2. The amount billed by the MHSP under the Program shall only include those amounts

above insurer reimbursements.

- B. Except as set forth in Paragraph A in this Funding Section, each Party shall bear its own costs, including operational costs, in relation to this MOU. Expenditure by each Party will be subject to its own budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that the State of New Jersey will appropriate funds for such expenditures.

## **VI. Points of Contact**

- A. The individual points of contact (“POC”) for each of the Parties to this MOU, and any other participating Law Enforcement Partners within the County, are set forth in Attachment A, which shall be attached hereto and made part of this MOU.
- B. The Parties agree that if there is any change to the POC or POC contact information, they will inform the other Parties in writing within 10 business days of the change and update the list of POCs in Attachment A accordingly.

## **VII. Dispute Resolution**

- A. The Parties agree to cooperate and confer with each other to address any disputes or issues which may arise in relation to this MOU and/or the Program.

## **VIII. Liability**

- A. Each Party shall be responsible for the actions of its officers and employees occurring during the performance of their obligations under this Agreement subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq, the Contractual Liability Act, N.J.S.A. 59:13-1, et seq., the availability of appropriated funds, and the MHSP’s insurance obligations under its existing contract with DHS. The State of New Jersey cannot agree to indemnify any third-party grantee or contractor and is not providing any indemnification to any third-party grantee or contractor. The State of New Jersey does not carry general liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against it are covered under the terms and provisions of the Act. The Act also creates a fund into which the Legislature appropriates funds from time to time, and from which final tort claims are paid in accordance with its provisions. See N.J.S.A. 59:12-1. For claims beyond the purview of the Tort Claims and Contractual Liability Acts, it is agreed that none of the Parties to this Agreement assume any liability whatsoever for any alleged wrongful acts or omissions of the agents, servants, contractors, or employees of the other. Nothing in this Agreement shall be construed to waive any defenses or immunities available to any Party or its employees under the Tort Claims Act or other applicable law.
- B. The MHSP’s liability under this Agreement shall continue after the termination of this Agreement with respect to any liability, loss, expense or damage resulting from the acts occurring prior to termination and shall remain in effect until all potential liabilities arising from this MOU and the Program have lapsed.

- C. This MOU shall not be interpreted as a waiver of sovereign immunity. Any liability of the agencies that are party to this MOU is, to the extent applicable, subject to the New Jersey Screening Law, N.J.S.A. 30:4-27.1, et seq., and specifically, N.J.S.A. 30:4-27.7, the New Jersey Tort Claims Act, supra, the New Jersey Contractual Liability Act, supra, any other applicable law, and the availability of funding.
- D. For the duration of the Program, any MHSP specialist participating in the Pilot Program and receiving training from the PPD or other Participating Law Enforcement Agencies shall remain an employee of the MHSP and at no point will they be considered an employee of the State of New Jersey, LPS, DHS, the PPD or other Participating Law Enforcement Agencies. Neither the State, LPS, DHS, nor the PPD or other Participating Law Enforcement Agencies shall have control over the duties of any MHSP specialist participating in the Program, or their performance thereof.

#### **IX. Duration, Withdrawal, and Termination**

- A. The MOU will take effect upon signature of the Parties and shall remain in effect until June 30, 2027.
- B. Any Party may terminate the agreement by providing all other Parties 30 days written notice. Such notice shall also be provided to DHS, DMHAS, and LPS at the contact addresses in Attachment A.
- C. Upon mutual agreement of the Parties, and with the approval of DHS and LPS, the Program may be renewed for additional one-year terms. Any such renewal shall be set forth in writing and attached hereto and made part of this MOU.

#### **X. Compliance with Other Laws**

- A. The Parties agree that in the performance of this MOU and the Program, they will comply with all applicable federal, State, and local laws, statutes, and regulations, including all requirements of HIPAA and the SAMHSA Privacy Regulations

#### **XI. Effect on Other Authorities**

- A. Nothing in this MOU is intended to restrict the authority of any Party to act as permitted by law, or to restrict a Party from administering or enforcing any law. This MOU should not be construed as limiting or impeding the basic spirit of cooperation that exists between the Parties.
- B. This MOU does not impose any additional duties and responsibilities on any of the Parties that go beyond that which is already required by existing law.

#### **XII. Assignment**

Neither this MOU nor any of the rights, duties, or obligations of the Parties hereunder shall

be assignable or delegable in whole or part, whether by operation of law or otherwise, without the prior written consent of the other Parties.

**XIII. Severability**

- A. Nothing in this MOU is intended to conflict with applicable State or federal laws, the directives of the Attorney General of New Jersey, or a Party's regulations. If a provision of this MOU is inconsistent with such authority, that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

**XIV. No Private Rights Created**

- A. This MOU does not create any right or benefit, substantive or procedural, enforceable in law or in equity, against the State of New Jersey, or against any department, agency, officer, employee of the State of New Jersey, any Party to this MOU, entity, or any other person.
- B. There are no third-party beneficiaries to this MOU and the Parties do not intend to create any third-party beneficiaries to it.

**XV. Non-Waiver**

- A. The failure by a Party to insist on performance of any term or condition or to exercise any right or privilege included in this MOU shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not in the future waive any such term or condition or any right or privilege. No waiver by a Party of any breach of any term of this MOU shall constitute a waiver of any subsequent breach or breaches of such term.

**XVI. Entire Agreement & Amendments or Modifications**

- A. This MOU may be amended only after written agreement of the Parties. Any such amendment or modification shall be in writing, in the form of an Addendum to this MOU, which shall be signed by the Parties and shall be attached hereto and made part of this MOU.
- B. This MOU, including any Attachments and Schedules contained within it, represents the entire understanding and agreement between the Parties and supersedes all prior agreements and understandings between the Parties

**XVII. Authorization**

- A. By execution of this MOU, the Parties represent that they are duly authorized and empowered to enter into this MOU and to perform all duties and responsibilities established in this MOU.

**XVIII. Electronic Signature and Counterparts**

- A. The Parties agree that the execution of this MOU by electronic signature and/or by exchanging PDF signatures will have the same legal force and effect as the exchange of original signatures. This MOU may be executed in counterparts and those counterparts, when

assembled, shall constitute the Entire Agreement as defined above.

SIGNATURE PAGE FOLLOWS

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Signatories

The terms of this Agreement have been read and understood by the persons whose signatures appear below.

For the Mental Health Service Provider: CAPITAL HEATLH SYSTEMS, INC.

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Name:  
Title:

For the Participating Police Department(s): PENNINGTON POLICE DEPARTMENT

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Name:  
Title:

**Attachment A****POINT OF CONTACT INFORMATION**

For the Department of Law and Public Safety:

LPS: Tiffany Wilson  
Director  
Office of Alternative and Community Responses  
Office of the Attorney General  
25 Market Street  
Trenton, NJ 08625  
Email: [tiffany.wilson@njoag.gov](mailto:tiffany.wilson@njoag.gov)  
Phone: 862-350-5807

For the Department of Human Services:

Dave Helfand  
Assistant Commissioner  
Division of Mental Health and Addiction Services  
5 Commerce Way, 2nd floor  
Hamilton, N.J. 08625  
Email: [renee.burawski@dhs.nj.gov](mailto:renee.burawski@dhs.nj.gov)  
Phone: 609-438-4352

For the Mental Health Service Provider:

Cristina DeSalvo MA, LPC, ACS, NCC Psychiatric  
Screening Center Program Coordinator Capital  
Health System, Inc.  
Attn: Psychiatric Screening Center Program Coordinator  
750 Brunswick Avenue  
Trenton, New Jersey 08638  
Email: [cdesalvo@capitalhealth.org](mailto:cdesalvo@capitalhealth.org)

For the Participating Police Department(s):

Pennington Police Department  
30 N. Main Street  
Pennington, New Jersey 08534-2218  
Email: [dburroughs@penningtonboro.org](mailto:dburroughs@penningtonboro.org)

**BOROUGH OF PENNINGTON  
RESOLUTION 2026 – 6.9**

**RESOLUTION AUTHORIZING MUNICIPAL CLERK TO ENDORSE ABC  
APPLICATION BY DRUERY SYNDICATE FOR EVENT ON THE PROPERTY  
OF HOWE COMMONS ON JUNE 18, 2026**

**WHEREAS**, Druery Syndicate, located in Lawrenceville, NJ (“Applicant”) is applying to the State Division of Alcoholic Beverage Control (ABC) for a Limited Brewery Off-Premises Event Permit #3405-11-359-001 authorizing an event on June 18, 2026;

**WHEREAS**, the proposed location of the Applicant’s one-day event is a concert at Howe Commons, 65 S. Main Street in Pennington;

**WHEREAS**, the proposed hours of the Applicant’s event are from 6:00 pm to 9:00 pm;

**WHEREAS**, the Applicant’s event will feature a bar selling malt alcoholic beverage in 16-ounce containers to cash purchasers only, within a barricaded area depicted in the Applicant’s attached sketch;

**WHEREAS**, ABC requires the Applicant to address age verification to prevent underage consumption; “pass-off” controls; prevention of intoxication; identification of security personnel, duties, numbers and experience; and confirmation that all servers shall be employees of the Applicant and shall be certified by a nationally- recognized server training program;

**WHEREAS**, Applicant represents that for security there will be a single area restricted with barriers and a one-way entrance and exit admitting only those persons who can show that they are over the age of 21; the entrance will be staffed by a dedicated person checking ID’s and issuing wristbands; a second dedicated staff member will check ID’s prior to transaction; Pennington Police will be on the grounds, in numbers approved by the Officer in Charge, and they will patrol and be available to help should any incident arise; beer will not be allowed to leave the enclosed area; age restrictions, operating hours and rules and regulations will be posted at the entry;

**WHEREAS**, all of Applicant’s staff are TIPS certified bartenders;

**WHEREAS**, the Applicant represents that consent for the event at this location has been provided by Hayle Knopple Property Manager, Premium Property Management, LLC;

**WHEREAS**, ABC requires that the application for this permit be endorsed by the Officer in Charge (Pennington’s highest ranking Police official) and the Borough Clerk;

**WHEREAS**, the purpose of this Resolution is to authorize the endorsement by the Borough Clerk subject to conditions;

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Pennington, that the Borough Clerk is hereby authorized to endorse the above-described application of Druery Syndicate, on the following conditions:

1. that the application be amended to provide that operations shall end at 9:00 PM;
2. that the application as amended be endorsed by the Officer in Charge of the Pennington Police Department (Pennington’s highest ranking Police Officer), subject to assignment of such paid detail police personnel as may be designated by him;

- 3. that the Applicant provide a certificate of liability insurance confirming adequate general liability, liquor law liability and automobile liability insurance with minimum limits of \$1 million per occurrence, employer’s liability insurance with minimum \$500,000 per occurrence, and workers compensation coverage as required by law;
- 4. that Applicant’s application be approved by ABC ; and
- 5. that Applicant complies with all representations made in support of its application and such additional requirements as may be imposed by the ABC.

**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					Rubenstein				
Chandler					Stern				
Kassler-Taub					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 June 1, 2026.

\_\_\_\_\_  
Gian-Paolo Caminiti, Borough Clerk