



REGULAR COUNCIL MEETING - FEBRUARY 6, 2023

AGENDA

Monday, February 06, 2023 at 7:00 PM

Online via Zoom

CALL TO ORDER - Mayor Davy

ROLL CALL - Borough Clerk - Betty Sterling

Angarone; Chandler; Gnatt; Marciante; Stern; Valenza; 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. Resignation - Kate Dunham - Shade Tree Committee
2. Resignation - Dan Boone - Board of Health
- [3.](#) Proclamation Recognizing Dan Boone
- [4.](#) EMS Services For Pennington Borough
5. Landfill - Excel Environmental
6. Streetscape - Public Information Session
7. Green Acres Application
8. Special Meeting - Budget Work Session - February 28, 2022 at 7:00 pm

MAYOR'S APPOINTMENTS

APPOINTMENTS (WITH COUNCIL APPROVAL)

APPROVAL OF MINUTES

- [9.](#) Regular Meeting Minutes - December 29, 2022
- [10.](#) Reorganization Meeting Minutes - January 4, 2023
- [11.](#) Regular Meeting Minutes - January 4, 2023
- [12.](#) Special Meeting Minutes - January 17, 2023

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

- 13. Closed Session Minutes - October 3, 2022
- 14. Closed Session Minutes - November 7, 2022
- 15. Closed Session Minutes - December 5, 2022
- 16. Closed Session Minutes - January 4, 2023

ORDINANCES FOR INTRODUCTION

- [17.](#) Ordinance 2023-3 - An Ordinance Approving Rules and Regulations for the Pennington Police Department Amending and Superseding "Rules and Regulations of the Police Department of the Borough of Pennington Dated 1995."
- [18.](#) Ordinance 2023-7 - Ordinance Increasing Borough Administrative Fees in Connection With Paid Detail Services and Amending Chapter 98 (Fees) of the Code of the Borough of Pennington

ORDINANCES FOR PUBLIC HEARING AND ADOPTION

- [19.](#) Ordinance 2023-1 - Bond Ordinance Providing a Supplemental Appropriation of \$120,000 for Improvements to West Franklin and Knowles Street in and by the Borough of Pennington, in the County of Mercer, New Jersey, and Authorizing the Issuance of \$120,000 Bonds or Notes of the Borough to Finance the Cost Thereof
- [20.](#) Ordinance 2023-2 - Bond Ordinance Providing for the Resurfacing of Rockwell Green Drive, Chadwell Court and Scudder Court in and by the Borough of Pennington, in the County of Mercer, New Jersey, Appropriating \$700,000 Therefor and Authorizing the Issuance of \$155,000 Bonds or Notes of the Borough to Finance the Cost Thereof
- [21.](#) Ordinance 2023-4 - An Ordinance by Borough Council of the Borough of Pennington Amending the Pennington Borough Code of Ordinance to Repeal Chapter 108, Section 1 Through 7 to Adopt a New Section 101 Through 1001; to Adopt Flood Hazard Maps; to Designate a Floodplain Administrator and Providing for Severability and an Effective Date
- [22.](#) Ordinance 2023-5 - An Ordinance Amending the Borough Nuisance Ordinance to Prohibit Intrusive Outdoor Lighting
- [23.](#) Ordinance 2023-6 - Ordinance Authorizing Amended Employment Agreement with Douglas M. Pinelli as Chief of Police

COMMITTEE REPORTS

24. Planning & Zoning / Personnel / Economic Development - Ms. Gnatt

25. Public Safety / Finance & Technology - Mrs. Chandler

Arboretum

BeiGene Transportation Plan

26. Public Works / Open Space / Shade Tree - Ms. Stern

27. Board of Health / Environmental Commission - Mr. Valenza

28. Parks & Recreation - Mr. Marciante

29. Historic Preservation / Library / Construction - Ms. Angarone

30. Senior Advisory - Mayor Davy

COUNCIL DISCUSSION

31. Charge for water for fires (Kit)

32. Sked Street Park Improvements (Nadine)

33. Communication Plan Update (Kati / Nadine)

34. Hopewell Township Request - Kunkel Park - Art in the Park - Waiver of Fees

NEW BUSINESS

35. Resolution 2023-2.1 - Resolution Authorizing Refunds

36. Resolution 2023-2.2 - Resolution Authorizing Payment of Bills

37. Resolution 2023-2.3 - Resolution Authorizing Amendments to the Temporary Budget

38. Resolution 2023-2.4 - State of NJ - DEP - Green Acres Program Enabling Resolution for Supplemental Funding Request

39. Resolution 2023-2.5 - Resolution Authorizing HVAC Maintenance Agreements with McCloskey Mechanical Contractors for Borough Facilities Through Cooperative Pricing System Agreement with the Hunterdon County Educational Services Commission

40. Resolution 2023-2.6 - Resolution Authorizing Purchase of Alcotest 9510 Evidential Breath Test System Under State Contract T-3031 From Drager, Inc.

41. Resolution 2023-2.7 - Resolution Establishing On-Line Banking and Credit Card Acceptance for the payment of Tax and Utility Charges for the Year 2023

42. Resolution 2023-2.8 - Resolution Authorizing an Agreement with Occupational Health, a Program of Penn Medicine Princeton Medical Center for Alcohol and Drug Testing Services and other Services for the Borough of Pennington for the Year 2023

- [43.](#) Resolution 2023-2.9 - Resolution Authorizing Borough of Pennington to Enter into a Shared Services Agreement with Hopewell Township for Emergency and Police Dispatch Services for the Years 2023 and 2024
- [44.](#) Resolution 2023-2.10 - Resolution Authorizing Lease-Purchase Agreement for Acquisition of New 2023 Chevrolet Tahoe Patrol Vehicle for the Police Department
- [45.](#) Resolution 2023-2.11 - Resolution Authorizing Borough of Pennington to Enter into a Shared Services Agreement with Hopewell Borough and Hopewell Township for Senior Services Coordinator for the Year 2023
- [46.](#) Resolution 2023-2.12 - Resolution Authorizing Excel Environmental Resources, Inc. to Apply for Additional Funding From the Hazardous Discharge Site Remediation Fund (HDSRF) for Supplemental Remedial Investigation of the Pennington Borough Sanitary Landfill and Surrounding Area
- [47.](#) Resolution 2023-2.13 - Resolution Approving List of Engineering Projects With Borough Engineer for the Year 2023
- [48.](#) Resolution 2023-2.14 - Resolution Authorizing Purchase of New 2023 Chevrolet Tahoe SSW 4WD Vehicle for the Public Works Department in Accordance with Quotation by Mall Chevrolet Through ESCNJ and Rescinding Resolution 2023-9.4
- [49.](#) Resolution 2023-2.15 - Resolution Awarding Contract for Continuation of Janitorial Services to Eagle Janitorial Services for the Year 2023
- [50.](#) Resolution 2023-2.16 - Resolution Authorizing Contract With Water Resource Management for Services as Water and Sewer Compliance Officer and for Preparation of Consumer Confidence Report and Lead Service Line Replacement Documentation
- [51.](#) Resolution 2023-2.17 - Resolution Authorizing Shared Services Agreement with Hopewell Township for Health Services

PROFESSIONAL REPORTS

Borough Administrator - Donato Nieman

Borough Attorney - Walter Bliss

Police Chief - Doug Pinelli

Superintendent of Public Works – Rick Smith

Borough Clerk – Betty Sterling

Chief Financial Officer – Sandra Webb

OPEN TO THE PUBLIC

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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:

Personnel - Police

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

ADJOURNMENT

PROCLAMATION

WHEREAS: Daniel Boone has served on the Pennington Board of Health faithfully for 3 decades; and

WHEREAS: Daniel Boone has assisted Pennington Board of Health in meeting the core functions of Public Health during his tenure; and

WHEREAS: Daniel Boone's knowledge of the community has increased the effectiveness of the Public Health assessment; and

WHEREAS: Daniel Boone's keen insight has helped in the development of Public Health planning process; and

WHEREAS: Public Health practice standards for the community have been consistently well maintained through the effort of Daniel Boone.

WHEREAS: Daniel Boone has served on the Pennington Volunteer First Aid Squad for 23 years, 17 of them as President.

NOW THEREFORE BE IT PROCLAIMED that the Mayor and Council of the Bourgh of Pennington recognizes and honor the long and outstanding service and extend to Daniel Boone the best wishes of a grateful community on this 6 day of February 2023.

Dated this 6th day of February 2023

By Order of the Office of the Mayor

James Davies, Mayor

Re: CHS Ambulance Service

Item 4.

jdavy@penningtonboro.org

Mon 1/30/2023 3:20 PM

To: Erick Burd <eburd@hopewelltpfire.org>;

Cc: bsterling@penningtonboro.org <bsterling@penningtonboro.org>; Administrator <administrator@penningtonboro.org>; Admin <admin@penningtonboro.org>; cchandler@penningtonboro.org <cchandler@penningtonboro.org>; Walter Bliss <walter@walterblisslaw.com>;

Maybe PFAS will just continue one more month??

From: Erick Burd <eburd@hopewelltpfire.org>

Sent: Monday, January 30, 2023 2:10:41 PM

To: jdavy@penningtonboro.org

Cc: bsterling@penningtonboro.org; Administrator; Admin; cchandler@penningtonboro.org; Walter Bliss

Subject: Re: CHS Ambulance Service

Forgot to mention one other thing. We just learned at the end of last week that CHS won't be able to start until April 1st. That leaves a month-long gap between when PFAS quits responding and when CHS is onboard.

Erick

From: jdavy@penningtonboro.org <jdavy@penningtonboro.org>

Date: Monday, January 30, 2023 at 1:52 PM

To: Erick Burd <eburd@hopewelltpfire.org>

Cc: bsterling@penningtonboro.org <bsterling@penningtonboro.org>, Administrator <administrator@penningtonboro.org>, Admin <admin@penningtonboro.org>, cchandler@penningtonboro.org <cchandler@penningtonboro.org>, Walter Bliss <walter@walterblisslaw.com>

Subject: [External Email] Re: CHS Ambulance Service

Hello Erick,

With the Capital Health Service set to commence on March 1st, shouldn't we do a Shared Services Agreement with the fire district that facilitates EMS services for Pennington Borough in the amount of \$25,230.

The agreement should set forth not only the amount but the terms of the EMS services to be provided.

We have a Council Meeting on 2/6; not sure we can fashion an agreement by then but we should try so that it is in place by March 1.

FYI - the PFAS building does revert back to Pennington Borough; however, the Rescue Squad says that will not be for another 4 to 5 months after March 1 as they have business closeout to conduct. As I mentioned, I don't think there will be a problem housing the CHS ambulances there but I do need to talk to the Council about it. Naomi McCarty indicated to me that they will discuss with you the placement of CHS ambulances there for the interim 4 to 5 months.

We do, though, need to work out the shared services agreement quickly.

Item 4.

Peace,
Jim Davy
Mayor - Pennington
732-754-8969

From: jdavy@penningtonboro.org
Sent: Thursday, January 19, 2023 1:40 PM
To: cchandler@penningtonboro.org; cmarciante@penningtonboro.org; K Angarone; John Valenza; Nadine Stern; dgnatt@penningtonboro.org
Cc: bsterling@penningtonboro.org; Administrator; Admin
Subject: Fw: CHS Ambulance Service

Please do not respond.

FYI: \$25,230.

From: Erick Burd <eburd@hopewelltwpfire.org>
Sent: Thursday, January 19, 2023 1:38 PM
To: jdavy@penningtonboro.org
Cc: bsterling@penningtonboro.org; Administrator; Admin
Subject: Re: CHS Ambulance Service

Pennington Boro's share for the contract will be \$25,230.00.
Thanks,
Erick

From: jdavy@penningtonboro.org <jdavy@penningtonboro.org>
Date: Thursday, January 19, 2023 at 1:32 PM
To: Erick Burd <eburd@hopewelltwpfire.org>
Cc: bsterling@penningtonboro.org <bsterling@penningtonboro.org>, Administrator <administrator@penningtonboro.org>, Admin <admin@penningtonboro.org>
Subject: [External Email] Re: CHS Ambulance Service
Erick,

Can you confirm for me how much will be Pennington's Share of the Cost?

Peace,
Jim Davy

From: Erick Burd <eburd@hopewelltwpfire.org>
Sent: Thursday, January 19, 2023 9:47:16 AM
To: Sky Morehouse; jdavy@penningtonboro.org; Courtney Peters-Manning
Subject: CHS Ambulance Service

All,

Apologies that I haven't been communicating more frequently. This has been a very fast-paced dynamic series of events. This is not the only issue the Board is handling but it is the most critical. Pennington First Aid will not make it to March 1st and they will be relying heavily on Titusville, Hopewell, Ewing and Lawrence to fill that void, which will mean longer wait times for ambulances. We will also be maxxing out the career staff to fill the void as well. We will be asking CHS to have their ambulance come online as soon as possible.

We are meeting with CHS today to iron out the contract. I have requested Pennington First Aid to cover the first year's cost entirely as they have significant financial assets through donations solely for the purpose of providing EMS. I am waiting on that decision which we will learn the outcome on the 24th.

The Township has passed its EMS billing resolutions and we will be contracting with an EMS billing company that will cover the calls that the volunteers handle. Each Boro will need to pass a resolution for EMS billing as well. We can all use our EMS billing company. They charge 6% of the revenue so no one will see a charge for this. In order to bill each municipality needs its own Medicare ID number. Once we have filled out the form I'll send a copy of it out as well as our resolution as a sample.

While its it a great and critical thing for our community that volunteers continue to be active, each call we will lose that 6% billing cost which will then leave a minor funding gap.

Mayor Davy, as I anticipate Pennington Boro will actually realize a savings, while Hopewell Twp and Boro (who already contributes for services) will be expending money. I request Pennington Boro cover this amount. Correct me if I am wrong, but Pennington Boro has paid for Pennington First Aid's Workmen's Comp and LOSAP. I don't imagine this 6% would be a large amount and come anywhere near the funding you have provided in the past.

Thank you everyone for all your cooperation in working on this. Please let me know if you want to discuss any of this as it's all very new for all of us. We are scheduling an operations meeting with the volunteer squad officers, career staff, and CHS to work out the operational details for next week. Let me know if you have anyone that wants to attend, I'll be there as well. We are trying for Thursday at 6 at the Twp municipal building. dinner will be provided due to the timing of the meeting.

Best,
Erick

NOTICE: Please be advised that the Hopewell Township Fire District is subject to the New Jersey Open Public Records Act. As such, any email sent or received by the Fire District may be subject to public disclosure as per the Open Public Records Act.

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Fw: EMS Coverage Gap

Item 4.

jdavy@penningtonboro.org

Thu 2/2/2023 10:39 AM

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

Cc: cchandler@penningtonboro.org <cchandler@penningtonboro.org>;

Betty, Please include in agenda packet under Mayor's Discussion re: EMS Services

From: Erick Burd <eburd@hopewelltwpfire.org>

Sent: Thursday, February 2, 2023 9:43 AM

To: Courtney Peters-Manning; jdavy@penningtonboro.org; bhofacker@pbfd.org

Cc: Matt Martin; Jonathan Moore; jnovak@hopewelltwpfire.org

Subject: EMS Coverage Gap

The Township Board is working on a plan to cover the PFAS section of the Township and Pennington Boro. This plan will cover March 1st when they shut down operations through April 10th. CHS will start April 3rd. I am planning on a one-week overlap for Capital Health and our Career staff to cover any issues in the first week. We may need to move several of our career staff from the normal daytime coverage schedule to a nighttime EMS coverage schedule. Currently, we are working on several response plans and schedules including any extra overtime and per diem costs. We will be collaborating with our Valley Chiefs to decide where we can pull career staff from that will have the least amount of impact on daytime operations. I have received several solutions for addressing this gap in coverage and we'll be discussing them with the larger operational and administrative groups at the next Board meeting.

The PFAS was asked previously to extend their operations and they declined. I have asked Mayor Davy to speak with them to see if they can delay their closing.

Commissioner Hofacker, can you please speak to Chief Demareski and let me know if you require the career staff assistance you receive in the daytime?

Mayor Davy, we'll be looking to the Boro to cover a proportional amount of these costs incurred.

Regards,

Erick

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Regular Meeting
December 29, 2022
Page 1**Pennington Borough Council
Regular Meeting – December 29, 2022**

Mayor Davy called the Regular Meeting of the Borough Council to order at 3:00 pm. The meeting was held via Zoom due to the COVID19 pandemic. Borough Clerk Betty Sterling called the roll with Council Members Angarone, Chandler, Gnatt and Marciante in attendance. Mr. Gross and Ms. Stern were both absent.

Also present were Public Works Superintendent Rick Smith, Chief Doug Pinelli and Borough Attorney Walter Bliss.

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

Open to the Public

Mayor Davy read the following statement.

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

There were no comments from the public.

Mayor's Business

Recreation and Open Space Inventory (ROSI) – Mayor Davy explained that the ROSI is a document that is required by Green Acres in order to be reimbursed for projects. Mayor Davy stated that we are currently seeking reimbursement for two projects from Green Acres, the Arboretum and the Schragger property. Mayor Davy stated that there is a property adjacent to the African Cemetery that Green Acres is requested be included on the ROSI. Mayor Davy stated that he brought this to Council at the last meeting and since that time he has met with Open Space, the Planning Board Chair and the Borough Planner to discuss the implications of including this property on the ROSI. Mayor Davy explained that once a property is listed on the ROSI, it is very difficult to get it removed. Mayor Davy stated that no one had any objections to including this property on the ROSI, so Council has a copy of the report that will be filed with Green Acres after the meeting today.

Proposed Council Assignments – Mayor Davy stated that he included a list of proposed Council assignments for 2023 that will be on the agenda for the January meeting. Mayor Davy stated that Ms. Stern expressed interest in limiting the number of Council Members to two instead of three and though Ms. Stern is not here he said he would bring it up. There was no support for reducing the number of members per committee. There were no objections to the proposed assignments.

Pennington Borough Landfill Results of Environmental Investigation / Affordable Housing Element of the Master Plan – Request for Special Meeting on Tuesday, January 17, 2023 at 7:00 pm – Mayor Davy stated that Excel Environmental has completed their investigation and they are ready to review the results with the full Council and so he would like to have this presentation at a Special Meeting. Mayor Davy stated that along with that the Borough Planner has completed his draft of the Affordable Housing Element of the Master Plan and there are some things that he would like Council to be aware of. Mayor Davy stated that there will be documents for review prior to the meeting. Mayor Davy asked the Borough Clerk to follow up with Excel to get a document that can be distributed prior to the meeting. Mr. Marciante asked when the barrels will be removed from the property. Mrs. Sterling stated that she would ask about the barrels when she follows up on the report for distribution.

APPROVAL OF MINUTES

Council Member Chandler made a motion to approve the minutes of the Regular Meeting of December 5, 2022, second by Council Member Gnatt with all members present voting in favor.

ORDINANCES FOR PUBLIC HEARING AND ADOPTION

Mayor Davy read Ordinance 2022-14 by title.

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Regular Meeting
December 29, 2022
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BOROUGH OF PENNINGTON
ORDINANCE #2022 – 14

AN ORDINANCE AMENDING THE BOROUGH SALARY ORDINANCE (ORDINANCE 2022-3) TO PROVIDE FOR PAYMENT OF CROSSING GUARDS FOR SPECIAL EVENTS AT THE RATE OF \$40.00 PER HOUR

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF PENNINGTON that the Borough Salary Ordinance (Ordinance 2022-3) is hereby amended at Section Ic to provide for payment of Crossing Guards at special events at the rate of \$40.00 per hour:

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	\$88,204.86-\$100,000.00
Administrative Intern (part time)	\$35.00/hour
Borough Clerk	\$46,080.04
Assistant CFO	\$78,729.52
Utility Collector	\$31,835.48
Chief Financial Officer (part time)	\$88.98/hour
Tax Collector (part time)	\$88.98/hour
Technical Assistant to Construction (part time)	\$26.53/hour
Tax Assessor (part time)	\$14,059.59
Zoning Officer (part time)	\$9,514.46
Land Use Admin/Admin Asst.	\$55,000.00
Deputy Registrar	\$175.00 / month
Supt. of Public Works	\$89,034.93
Licensed Water Operator	\$49,682.45
Assistant to Superintendent of Public Works	\$41,000.00
Foreman	\$78,668.75
Judge of Municipal Court	\$13,367.29
Court Administrator (part time)	\$18,570.69
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)	\$76.50
Chief of Police (yearly clothing allowance \$1,500)	\$120,912.50
Administrative Assistant – Police Department	\$15.61/hour
Construction Official	\$29,082.87
Plumbing Sub-Code	\$51.25/ hour
Fire Sub-Code	\$43.68/ hour
Electric Sub-Code	\$42.80/ hour

- a. One person may serve in more than one office or position of employment as listed in Section a hereof. The hourly rates for Plumbing Sub-Code and Fire Sub-Code assume these functions are performed by separate people. A person hired to serve in a dual capacity as both Plumbing

Sub-code and Fire Sub-code official shall be compensated at the rate of \$51.25 per hour whether the work in question is in one or both capacities.

- 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
Police Department:		
Crossing Guards	\$ 15.00	\$ 26.53
<u>Crossing Guard – Special Events \$ 40.00 per hour</u>		
Special Police	\$ 17.00 per hour	

Part Time Employees – All Departments:		
Part Time or Temporary	\$ 8.00	\$ 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, 2022 if appropriate.

Council Member Marciante made a motion to open the Public Hearing on Ordinance 2022-14, second by Council Member Chandler. There were no comments from the public. Council Member Marciante made a motion to close the Public Hearing, second by Council Member Angarone with all members present voting in favor. Council Member Gnatt made a motion to adopt Ordinance 2022-14, second by Council Member Chandler with all members present voting in favor.

COUNCIL DISCUSSION

Noise/Lighting Ordinance Amended – Mayor Davy stated that he worked with the internal ad-hoc group and they came to a couple of conclusions. Mayor Davy stated that NJ DEP regulations on noise ordinances require a decibel measuring approach and the group concluded that the Borough does not have the equipment or manpower to support a noise ordinance. Mayor Davy stated that the group was trying to craft a nuisance ordinance that would control the hours for use of leaf blowing equipment and that also became difficult to craft. Mayor Davy stated that the outcome was to leave the nuisance ordinance alone for now. Mayor Davy stated that with regard to the lighting ordinance, the group took a nuisance approach as well and the proposed changes will require that homeowners deflect outdoor lighting and require that lights be shut off after a certain time. Mrs. Chandler stated that she would like to be sure that lighting is shielded, directed downward and turned off at a certain time. Mayor Davy stated that the lighting ordinance will be on for introduction at the January 4th meeting.

120 Water Proposal – Mayor Davy asked Rick Smith to report on this. Mr. Smith stated that 120 Water came to one of the Public Works meetings and made a presentation. Mr. Smith stated that 120 Water has provided a proposal for developing a plan to guide the Borough through the regulations that will kick in once the Lead Line Service Inventory is complete. Mr. Smith stated that 120 Water has worked with other municipalities to help with the lead and copper regulations. Mrs. Chandler asked how many households we are talking about. Mr. Smith stated that the inventory is not yet complete. Mrs. Chandler asked when this plan needs to be done. Mr. Smith stated that the plan can’t begin until the inventory is complete. Mrs. Chandler asked how they could provide a quote if the inventory is not complete. Mr. Smith stated that 120

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Water will also help identify funding sources in the plan. Mr. Smith stated that there many layers to the regulations. Mayor Davy stated that this will be on for approval at the January 4th meeting. Mrs. Chandler stated that she is not sure what she is paying for and she would like to see a proper proposal identifying what we will be paying for. Mr. Smith stated that it is hard to identify until we have a better understanding of the regulations and once the inventory is done, 120 Water can assist with formulating a plan for Pennington. Mr. Smith stated that he has a list of other municipalities that 120 Water has worked with. Mr. Bliss stated that he will need more than the proposal that was included in the packet in order to do a resolution. Mrs. Sterling asked if there was any urgency to doing this at the January meeting. Mr. Smith stated that there is no urgency as he is still completing the inventory and it might be worth having Liz Johns from 120 Water come to a meeting and explain what they are proposing.

NEW BUSINESS

**BOROUGH OF PENNINGTON
RESOLUTION 2022 – 12.13**

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 \$ 554,244.02 from the following accounts:

Current	\$ 465,400.33
W/S Operating	\$ 34,642.75
General Capital	\$ 26,208.15
Water/Sewer Capital	\$ 1,525.72
Grant Fund	\$ 1,433.68
Animal Control Fund	\$ 42.10
Open Space	\$ 7,659.50
Developer’s Escrow	\$ 1,775.00
COAH Trust	\$ 7,351.20
Other Trust Fund	\$ 8,201.15
Recreation	\$ 4.44
TOTAL	\$ 554,244.02

Record of Council Vote on Passage

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

Council Member Marciante made a motion to approve Resolution 2022-12.13, second by Council Member Gnatt with all members present voting in favor.

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December 29, 2022
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**BOROUGH OF PENNINGTON
RESOLUTION # 2022 – 12.14**

RESOLUTION AUTHORIZING BUDGET TRANSFERS

WHEREAS, N.J.S.A. 40A:4-58 provides that during the last two months of the fiscal year or the first three months of the following year, should it become necessary to expend funds for any purposes specified in the budget an amount in excess of the respective sums appropriated therefore and there shall be an excess in any appropriations over and above the amount deemed to be necessary to fulfill the purpose of such appropriations transfers may be made; and

WHEREAS, transfers may not be permitted to appropriations for contingent expenses or deferred charges; and

WHEREAS, transfers may not be permitted from appropriations for contingent expenses, deferred charges, cash deficit of the preceding year, reserve for uncollected taxes, down payments, capital improvement fund or interest and redemption charges;

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Pennington that transfers be made between the following year 2022 budget appropriations:

<u>Current Fund Appropriations:</u>	<u>To:</u>	<u>From:</u>
Social Security – Other Expense	\$6,000.00	
Administration – Salaries		\$6,000.00
Total Current Fund	\$6,000.00	\$6,000.00

Record of Council Vote on Passage

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

Council Member Chandler made a motion to approve Resolution 2022-12.14, second by Council Member Marciante with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2022 – 12.15**

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

WHEREAS, at the Borough Tax Sale held on December 2, 2022, a lien was sold on Block 702, Lot 21, also known as 115 Voorhees Avenue, Pennington, NJ, for 2021 delinquent tax and water/sewer payments; and

WHEREAS, this lien, known as Tax Sale Certificate #21-00002, was sold to Christiana T C/F CE1/First Trust for 0% and a 65,000.00 premium; and

WHEREAS, Christopher and Elizabeth Schafer, 115 Voorhees Avenue, Pennington, NJ 08534, has effected redemption of Certificate #21-00002 in the amount of \$4,514.48;

NOW, THEREFORE, BE IT RESOLVED, that the Chief Financial Officer is authorized to issue a check in the amount of \$4,514.48 payable to Christiana T C/F CE1/First Trust, P.O. Box 5021, Philadelphia, PA 19111-5021 for the redemption of Tax Sale Certificate #21-00002.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to issue a check in the amount of \$65,000.00 (Premium) from the Other Trust fund to the aforementioned lienholder.

Record of Council Vote on Passage

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

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Council Member Gnatt made a motion to approve Resolution 2022-12.15, second by Council Member Angarone with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2022-12.16**

**RESOLUTION AUTHORIZING MODIFIED/LIGHT DUTY POLICY
FOR PENNINGTON BOROUGH POLICE DEPARTMENT**

WHEREAS, the Chief of Police and the Public Safety Committee of Borough Council recommend adoption of a modified/light duty policy to be incorporated in the policies and procedures of the Pennington Borough Police Department (“Modified/Light Duty Policy”);

WHEREAS, the purpose of the Modified/Light Duty Policy is to establish authority and procedures for granting temporary modified-duty assignments to eligible employees when such assignments advance a legitimate departmental goal;

WHEREAS, the proposed Modified/Light Duty Policy would permit assignment of employees of the Department to temporary modified-duty when injury, illness or disability, **including pregnancy**, causes them to be temporarily unavailable to perform their regular assignments but they are capable of performing alternate duty assignments;

WHEREAS, the Modified/Light Duty Policy would create opportunities for employees in these situations to remain productive while serving the best interests of the Department;

WHEREAS, this Modified/Light Duty Policy defines eligible personnel, prescribes rules for its use, and includes explicit provisions for pregnant officers to ensure equal treatment in accordance with applicable law;

WHEREAS, a copy of the proposed Modified/Light Duty Policy is attached to this Resolution;

NOW, THEREFORE, BE IT RESOLVED, by Borough Council of the Borough of Pennington, that the attached Modified/Light Duty Policy is hereby approved and the Chief of Police and Borough Clerk are hereby authorized to take such steps as necessary to implement this Policy beginning with its incorporation in the policies and procedures of the Police Department.

Record of Council Vote on Passage

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

Council Member Chandler made a motion to approve Resolution 2022-12.16, second by Council Member Gnatt. Mrs. Chandler and Chief Pinelli gave an overview of the policy and what work is available for light duty. Upon a roll call vote all members present voted in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2022-12.17**

**A RESOLUTION ADOPTING TECHNOLOGY RISK MANAGEMENT STANDARDS IN
COMPLIANCE WITH THE NEW JERSEY MUNICIPAL EXCESS LIABILITY JOINT
INSURANCE FUND’S CYBER RISK MANAGEMENT PLAN’S TIER THREE REQUIREMENTS**

WHEREAS, the Borough of Pennington is a member of the Mid Jersey Municipal JIF which secures insurance protection through the New Jersey Municipal Excess Liability Joint Insurance Fund (NJ MEL); and

WHEREAS, through its membership in the Mid Jersey Municipal JIF, the Borough of Pennington enjoys cyber liability insurance coverage to protect the Borough of Pennington from the potential devastating costs associated with a cyber related claim; and

WHEREAS, in an attempt to prevent as many cyber related claims as possible, the NJ MEL developed and released to its members the NJ MEL Cyber Risk Management Plan; and

WHEREAS, the NJ MEL Cyber Risk Management Plan outlines a set of best practices and standards broken out into Tier 1, Tier 2, and Tier 3 standards that if adopted and followed will reduce many of the risks associated with the use of technology by the Borough of Pennington; and

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WHEREAS, in addition to the reduction of potential claims, implementing the following best practices and standards will enable the Borough of Pennington to claim a reimbursement of a paid insurance deductible in the event the member files a claim against the Borough of Pennington’s cyber insurance policy, administered through the Mid Jersey Municipal JIF and the Municipal Excess Liability Joint Insurance Fund;

NOW, THEREFORE BE IT RESOLVED that the Borough of Pennington does hereby adopt the following best practices and standards, a copy of which is attached hereto and incorporated herein by reference, in accordance with Tier 3 of the NJ MEL Cyber Risk Management Plan; and

Network Segmentation
Password Integrity
Third-Party Risk Management

Remote Access - MFA
System and Event Logging Review

BE IT FURTHER RESOLVED, that a copy of this resolution along with all required checklists and correspondence be provided to the NJ MEL Underwriter for their consideration and approval.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Gross				Absent
Chandler	S				Marciante	M			
Gnatt	X				Stern				Absent

Council Member Marciante made a motion to approve Resolution 2022-12.17, second by Council Member Chandler with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2022 – 12.18**

RESOLUTION AUTHORIZING REFUNDS

BE IT RESOLVED that a refund be issued from the Developer’s Escrow Fund to Joseph Zambrano, 314 Sked Street, Pennington, NJ 08534 for the balance of Planning Board Application 22-001 in the amount of \$571.33.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Gross				Absent
Chandler	M				Marciante	X			
Gnatt	S				Stern				Absent

Council Member Chandler made a motion to approve Resolution 2022-12.18, second by Council Member Gnatt with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2022 – 12.20**

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

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

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

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

WHEREAS, the price proposed by Montgomery Township for this extension is \$13,348.91 for the three months combined, with all other terms of the existing contract to remain the same;

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

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the Mayor, with the attestation of the Borough Clerk, is hereby authorized to enter into the aforesaid three-month extension of contract with Montgomery Township, for the price of \$13, 348.91 for the three months combined, with all other terms of the existing health services contract to remain the same, subject to execution of a written document effecting the extension approved by the Borough Attorney.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Gross				Absent
Chandler	X				Marciante	M			
Gnatt	S				Stern				Absent

Council Member Marciante made a motion to approve Resolution 2022-12.20, second by Council Member Gnatt. Mayor Davy explained that Montgomery Township wrote the Borough a letter stating that they would be discontinuing Health and Animal Control Services. Mayor Davy stated that he reached out to Lawrence who were not interested, Princeton who provided a cost that was not in our budget and so he has been working with Hopewell Township to provide these services to both Pennington and Hopewell Borough but they are not ready to provide the services and so this will provide an extension for three months to contract with Hopewell and transition these services. Upon a roll call vote all members present voted in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2022 – 12.21**

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

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

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

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

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

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

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

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Gross				Absent
Chandler	X				Marciante	M			
Gnatt	S				Stern				Absent

Council Member Marciante made a motion to approve Resolution 2022-12.21, second by Council Member Gnatt with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2022-12.22**

**RESOLUTION REQUESTING THE NEW JERSEY DEPARTMENT OF TRANSPORTATION
INSTALL AN ALL-PEDESTRIAN SIGNAL PHASE AT THE INTERSECTION OF ROUTE 31 AND
WEST DELAWARE AVENUE**

WHEREAS, all Pennington students must cross Route 31 to walk to Hopewell Valley Regional School District’s middle school and high school; and

WHEREAS, late school busing was eliminated requiring more students to walk home from school following afterschool activities when a crossing guard is not present; and

WHEREAS, more students are walking due to the increase in the cost of courtesy busing along with the elimination of a cap on the cost of busing for a family; and

WHEREAS, Pennington Borough and Hopewell Township officials have long advocated for a more protected crossing for students and residents at the intersection of Route 31 and West Delaware Avenue; and

WHEREAS, traffic crashes in New Jersey resulted in 697 fatalities in 2021, a 20% increase from 2019; and

WHEREAS, 35% of these fatalities were pedestrians and bicyclists; and

WHEREAS, Pennington has adopted a Vision Zero resolution which focuses on a safe systems approach to transportation planning and the principle that human life and health should be prioritized in all transportation systems; and

WHEREAS, NJDOT and Pennington have Complete Street policies which call for designing roads with the safety of all users in mind; and

WHEREAS, an all-pedestrian signal phase enables pedestrians to have their own phase, with no traffic movements, which reduces any conflict between pedestrians and motorists, therefore decreasing the likelihood of drivers crashing into pedestrians; and

WHEREAS, there are no pedestrians during the auto phases, which increases the throughput of the turning movements of cars.

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of Pennington Borough request that the New Jersey Department of Transportation install all-pedestrian signals at the intersection of Route 31 and West Delaware Avenue.

BE IT FURTHER RESOLVED that a copy of this resolution be sent to the New Jersey Department of Transportation.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Gross				Absent
Chandler	M				Marciante	S			
Gnatt	X				Stern				Absent

Council Member Chandler made a motion to approve Resolution 2022-12.22, second by Council Member Marciante with all members present voting in favor.

PROFESSIONAL REPORTS

Borough Attorney – Mr. Bliss had nothing further.

Chief Doug Pinelli – Chief Pinelli commended everyone for a great Holiday Walk.

Superintendent of Public Works – Mr. Smith had nothing further.

Borough Clerk – Mrs. Sterling had nothing further..

Mr. Marciante stated that he would like to have a review of all Professionals prior to reappointment in January. Mrs. Chandler stated that might be a good thing for the new Administrator to undertake.

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Public Comment

Mayor Davy asked that anyone wishing to speak, please raise your hand so the Borough Clerk can acknowledge you, please state your name and address for the record and limit comments to the Governing Body to a maximum of 2 minutes.

Meredith Moore of 153 E. Delaware thanked Mayor and Council for working so hard over the holiday week. Ms. Moore stated that she understands the reluctance to put the lighting and noise into an ordinance. Ms. Moore stated that she would like Council to consider the temperature of lighting which is measured in kelvin. Ms. Moore asked if the time could be adjusted from midnight to 10pm. Council agreed to change the time to 10pm, but there is not enough time before the January meeting to look into the temperature of lighting. Mrs. Chandler stated that lumens was a consideration during the discussions that took place, but that relates to brightness. Mrs. Chandler stated that the enforcement of temperature would be difficult.

AT, 3:55 PM, with no further business to come before Council the meeting was adjourned.

Respectfully submitted,

Elizabeth Sterling
Borough Clerk

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Reorganization Meeting
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**Pennington Borough Council
Reorganization Meeting – January 4, 2023**

Mayor Davy called the Reorganization Meeting of the Borough Council to order at 7:00 pm. The meeting was held via Zoom due to the COVID19 pandemic. Borough Clerk Betty Sterling called the roll with Council Members Angarone, Chandler, Gnatt, Marciante, and Stern in attendance.

Also present were Public Works Superintendent Rick Smith, Chief Douglas Pinelli, Sergeant First Class Novin Thomas, Sergeant First Class Daryl Burroughs, Chief Financial Officer Sandra Webb, Borough Engineer Brandon Fetzer and Borough Attorney Walter Bliss.

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

Open to the Public

Mayor Davy read the following statement.

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

Ms. Meredith Moore asked to speak on the lighting ordinance. Mayor Davy stated that will be on the agenda for the Regular Meeting and he asked that Ms. Moore hold her comments until then.

There were no further comments from the public.

Invocation

Mayor Davy invited Father Ron Bacovin, Retired Paster of St. James Church to deliver the Invocation.

Mayor Davy recognized Brendan Hanson from Assemblyman Verelli's office who congratulated newly elected Council Members on behalf of Assemblyman Verelli.

Mayor's Business

Mayor Davy read the following Proclamation for Kennen Gross.

**PROCLAMATION OF MAYOR AND COUNCIL
RECOGNIZING AND HONORING
KENNEN GROSS**

WHEREAS; Kennen Gross served as a Member of the Common Council, Borough of Pennington from January 1, 2021 through December 31, 2022; and

WHEREAS; Kennen Gross' professional experience and expertise as a data scientist served the Pennington Borough municipal government in making well-informed, rational operational and policy decisions, particularly with respect to budgeting and program planning; and

WHEREAS; Kennen Gross served the Pennington Borough Council with honor and distinction as a Chairperson of the Council's Finance and Technology Committee, ably shepherding the development of Pennington Borough's municipal budget and as a member of the Council's Public Works and Public Safety Committees and as liaison to Pennington Board of Health; and

WHEREAS; Kennen Gross gave countless hours of valuable service to the Borough of Pennington; and

WHEREAS; throughout his tenure on Council, Kennen Gross was preeminently responsive to the citizens of Pennington, their concerns and their interests; and

WHEREAS, Kennen Gross worked tirelessly for the betterment of the Pennington community at large; and

WHEREAS, the Borough of Pennington highly respects those, like Kennen Gross who never cease in their efforts to make their community a better place to live.

NOW, THEREFORE, BE IT PROCLAIMED THAT, the Mayor and Council of the Borough of

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Pennington hereby express gratitude and appreciation to Kennen Gross on this 4th day of January, 2023.

Mayor Davy announced that the Democratic Committee submitted three names to fill the vacancy on Council for the unexpired term ending December 31, 2023 and they are Mark Blackwell, Jen Tracy and John Valenza. Mayor Davy invited each of the nominees to say a few words about why they would like to serve on Council.

Mr. Mark Blackwell stated that he is a lifelong resident of Pennington and has served on both the Fire Commission, the Planning Board and Open Space for many years. Mr. Blackwell stated that he recently stepped down from his position on the Fire Commission and he feels that his knowledge of Pennington and its history would be of value to the Borough. Council Members Marciante and Angarone asked questions related to open space and environmental issues.

Ms. Jen Tracy stated that she and her husband reside at 135 East Delaware Avenue where she has focused on raising here children. Ms. Tracy stated that she has not been active as a volunteer but she is looking forward to becoming involved. Council Members Marciante and Angarone asked the same questions related to open space and environmental issues.

Mr. John Valenza stated that he grew up here in Pennington and has been actively involved in the soccer programs in the area. Council Members Marciante and Angarone asked the same questions related to open space and environmental issues.

Council Member Chandler thanked the Democratic Committee for their thorough search to find three candidates. Council Member Chandler made a motion to nominate John Valenza to fill the vacancy on Council, second by Council Member Gnatt. Upon a roll call vote Council Members Chandler, Gnatt and Marciante voted in favor and Council Members Angarone and Stern voted no.

ELECTION RESULTS

Borough Clerk Betty Sterling announced the following Election Results:

Charles (Chico) Marciante was re-elected to a 3 year term ending December 31, 2025.

Katrina (Kati) Angarone was re-elected to a 3 year term ending December 31, 2025.

ADJOURNMENT OF 2022 COUNCIL

Council Member Chandler made a motion to adjourn the 2022 Council, second by Council Member Marciante with all members present voting in favor.

OATHS OF OFFICE (Administered by Borough Attorney)

Borough Attorney Walter Bliss administered the Oath of Office individually to Charles Marciante, Katrina Angarone, John Valenza.

ROLL CALL OF 2023 COUNCIL

Borough Clerk Betty Sterling called the roll with Council Members Angarone, Chandler, Gnatt, Marciante, Stern, Valenza and Mayor Davy in attendance.

ELECTION OF COUNCIL PRESIDENT

Council Member Marciante made a motion to nominate Council Member Chandler as Council President for the year 2023, second by Council Member Angarone with all members present voting in favor with the exception of Mrs. Chandler who abstained.

ANNUAL RESOLUTIONS

PENNINGTON BOROUGH RESOLUTION 2023-1.1

RESOLUTION APPOINTING HODULIK AND MORRISON, A DIVISION OF PKF O'CONNOR DAVIES AS BOROUGH AUDITOR FOR THE YEAR 2023

WHEREAS, the Borough of Pennington has a need to appoint a Borough Auditor and to contract for related professional auditing services in the year 2023, including conduct of audits for 2022;

WHEREAS, Hodulik and Morrison, P.A. a Division of PKF O'Connor Davies, has served as Borough Auditor and is prepared to continue to serve in this capacity in accordance with a mutually acceptable contract for professional services;

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WHEREAS, the Borough Clerk has determined and has certified in writing that the anticipated value of such contract for professional services, having a term of one (1) year, would exceed \$17,500;

WHEREAS, approval of such contract would comply with the Local Pay-To-Play Law, N.J.S.A. 19:44A-20.5, effective January 1, 2006, which except in prescribed circumstances prohibits the award of contracts with a value in excess of \$17,500 to any person or business entity which makes reportable contributions to local political or candidate committees representing members of the governing body;

WHEREAS, the appointee has made no such political contribution and shall make no such contribution during the term of the contract;

WHEREAS, approval of such contract would also comply with Chapter 15, Article I of the Code of the Borough of Pennington which prohibits certain political contributions by professional business entities regardless of the value of the contract;

WHEREAS, Hodulik and Morrison, a Division of PKF O'Connor Davies, has completed and submitted a sworn Business Entity Disclosure Certification which certifies that the firm has made and shall make no political contribution prohibited by the relevant provisions of either the statute or the Borough Code concerning pay-to-play;

WHEREAS, this contract is being awarded as a professional services contract in compliance with the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., without advertising for proposals or competitive bidding, because the services contracted for are of such a qualitative nature as will not reasonably permit the drawing of specifications or the receipt of competitive bids;

WHEREAS, Hodulik and Morrison, P.A. a Division of PKF O'Connor Davies, proposes to continue to serve as Borough Auditor for fees not to exceed in the aggregate \$39,850.00 for the following services: annual audit of the Borough (\$24,500.00); preparation of annual financial statement (\$6,500.00); preparation of annual debt statement (\$1,350.00); audit of the Pennington Library (\$5,500.00) and Municipal Budget (ADS) \$2,000.00;

WHEREAS, Hodulik and Morrison, a Division of PKF O'Connor Davies, shall perform such additional professional services as may be requested from time to time by the Borough at the following hourly rates: Principal - \$190.00; Manager - \$175.00; Senior Associates - \$140.00; Associate - \$115.00 - \$130.00, and as further set forth in the attached letter of engagement dated December 12, 2022 provided aggregate fees under this contract, including expenses, shall not exceed \$39,850.00 without the prior written approval of Borough Council;

WHEREAS, Hodulik & Morrison, a Division of PKF O'Connor Davies, shall comply with requirement for Anti-Discrimination and Affirmative Action as set forth in the annexed Schedule A;

WHEREAS, the Chief Financial Officer of the Borough has certified that funds are available for the purpose of this contract under Finance, Library and in the Water/Sewer Utility budget;

WHEREAS, the Local Public Contracts Law requires that a resolution authorizing an award of contract for professional services without competitive bid be publicly advertised following adoption;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that Hodulik and Morrison, P.A. be appointed as Borough Auditor of the Borough of Pennington for a period of one year in compliance with applicable law;

BE IT FURTHER RESOLVED, that the Mayor, with the attestation of the Borough Clerk, is hereby authorized to enter into a professional services agreement with Hodulik and Morrison, P.A., a Division of PKF O'Connor Davies, by accepting the annexed letter of engagement dated December 12, 2022 with such amendments as to form required by the Borough Attorney;

NOW, BE IT FURTHER RESOLVED, that a copy of this resolution shall be published in the Hopewell Valley News as required by law within ten (10) days of its adoption.

Record of Council Vote on Passage

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

Council Member Marciante made a motion to approve Resolution 2023-1, second by Council Member Chandler with all members present voting in favor.

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Mayor Davy called for a consent agenda for Resolutions 2023-1.2 through 2023-1.10. Council Member Marciante made a motion to approve Resolutions 2023-1.2 through 2023-1.10, second by Council Member Chandler with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023-1.2**

RESOLUTION APPOINTING EDWARD J. MCMANIMON AS BOND COUNSEL FOR THE YEAR 2023

WHEREAS, the Borough seeks to appoint Edward J. McManimon, of the law firm of McManimon, Scotland & Baumann, LLC, as Bond Counsel for 2023; and

WHEREAS, Bond Counsel shall perform professional services in accordance with a professional services agreement between the Borough and McManimon, Scotland & Baumann substantially in the form attached to this resolution; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq) authorizes award of this contract as a contract for professional services not requiring advertisement for competitive bids; and

WHEREAS, Mr. McManimon and McManimon, Scotland & Baumann have completed and submitted a sworn Business Entity Disclosure Certification which certifies that neither he nor his firm has made or shall make any political contribution prohibited by relevant provisions of N.J.S.A. 19:44A-20.5 or Chapter 15, Article I of the Pennington Borough Code, regarding pay-to-play;

WHEREAS, Mr. McManimon and McManimon, Scotland & Baumann shall comply with requirements for Anti-Discrimination and Affirmative Action as set forth in the annexed Schedule A;

WHEREAS, the Chief Financial Officer has certified that funds are available for this contract within various capital ordinances or in budget line #: 3-01-20-130-000-251;

NOW, THEREFORE, BE IT RESOLVED, by the Pennington Borough Council that Edward J. McManimon is hereby appointed as Bond Counsel for a period of one year in accordance with appropriate New Jersey Statutes, with payment of fees in accordance with the schedule of fees contained in the annexed form of agreement with McManimon, Scotland & Baumann and otherwise pursuant to terms substantially in the form of that agreement subject to approval as to form by the Borough Attorney; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be published in the Hopewell Valley News as required by Law within ten days of its passage.

Record of Council Vote on Passage

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

**PENNINGTON BOROUGH
RESOLUTION NO. 2023 - 1.3**

**RESOLUTION APPOINTING WALTER R. BLISS, JR.
AS BOROUGH ATTORNEY FOR THE YEAR 2023**

WHEREAS, the Borough of Pennington has a need to appoint a Borough Attorney and to contract for related professional legal services in the year 2023;

WHEREAS, the Borough Clerk has determined and has certified in writing that the anticipated value of this contract for professional services, having a term of one (1) year, will exceed \$17,500;

WHEREAS, approval of this contract complies with the Local Pay-To-Play Law, N.J.S.A. 19:44A-20.5, effective January 1, 2006, which except in prescribed circumstances prohibits the award of contracts with a value in excess of \$17,500 to any person or business entity which makes reportable contributions to local political or candidate committees representing members of the governing body;

WHEREAS, such political contributions are permitted by the statute only if the municipality has elected to award the contract through a competitive process involving a publicly advertised request for proposals and a review process based on written procedures and criteria prescribed in advance by the governing body or as otherwise provided by law;

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WHEREAS, the appointee has made no such political contribution and shall make no such contribution during the term of the contract;

WHEREAS, approval of this contract also complies with Chapter 15, Article I of the Code of the Borough of Pennington which prohibits certain political contributions by professional business entities regardless of the value of the contract;

WHEREAS, this contract is being awarded as a professional services contract in compliance with the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., without advertising for proposals or competitive bidding, because the services contracted for are of such a qualitative nature as will not reasonably permit the drawing of specifications or the receipt of competitive bids;

WHEREAS, Walter R. Bliss, Jr. has served as Borough Attorney and proposes to continue to serve in this capacity in both litigation and non-litigation matters at the billing rate of \$125 per hour, plus reimbursement for reasonable out-of-pocket expenses;

WHEREAS, total fees for the legal services of Walter R. Bliss Jr. and the Law Offices of Walter R. Bliss Jr., including expenses, shall not exceed in the aggregate \$55,000.00 without the prior written approval of Borough Council; except pursuant to a separate contract addressed to a specific litigation;

WHEREAS, Mr. Bliss has completed and submitted a sworn Business Entity Disclosure Certification which certifies that neither he nor his firm has made nor shall make any political contribution prohibited by the relevant provisions of either the statute or the Borough Code concerning pay-to-play;

WHEREAS, Mr. Bliss shall comply with requirements for Anti-Discrimination and Affirmative Action as set forth in the annexed Schedule A;

WHEREAS, the Chief Financial Officer of the Borough has certified that funds are available for the purpose of this contract in budget line #: 3-01-20-155-000-261;

WHEREAS, the Local Public Contracts Law requires that a resolution authorizing an award of contract for professional services without competitive bid be publicly advertised following adoption;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington that Walter R. Bliss, Jr. be appointed as Borough Attorney of the Borough of Pennington for a period of one year in compliance with applicable law;

BE IT FURTHER RESOLVED, that the Mayor, with the attestation of the Borough Clerk, is hereby authorized to enter into a professional services agreement with Walter R. Bliss, Jr. in the form annexed hereto;

BE IT FURTHER RESOLVED, that a copy of this resolution shall be published in the Hopewell Valley News as required by law within ten (10) days of its adoption.

Record of Council Vote on Passage

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

**BOROUGH OF PENNINGTON
RESOLUTION #2023- 1.4**

**RESOLUTION APPOINTING CRAIG J. HUBERT AS CHIEF MUNICIPAL PROSECUTOR FOR
THE YEAR 2023**

WHEREAS, N.J.S.A. 2B:24-4e provides that a municipality may appoint municipal prosecutors as necessary to administer justice in a timely and effective manner in municipal court;

WHEREAS, N.J.S.A. 2B:25-6f requires that when a municipality has appointed more than one municipal prosecutor a chief municipal prosecutor be designated and appointed by the municipality;

WHEREAS, Borough Council seeks to designate and appoint Craig Hubert as the Chief Municipal Prosecutor;

WHEREAS, it is understood that Mr. Hubert is not representing criminal defendants in any municipal court or Superior Court in Mercer County as of January 1, 2023; and

WHEREAS, Mr. Hubert has completed and submitted a sworn Business Entity Disclosure

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Certification which certifies that neither he nor his firm has made or shall make any political contribution prohibited by relevant provisions of N.J.S.A. 19:44A-20.5 or Chapter 15, Article I of the Pennington Borough Code, regarding pay-to-play;

WHEREAS, Craig Hubert shall comply with requirements for Anti-Discrimination and Affirmative Action as set forth in the annexed Schedule A;

WHEREAS, Mr. Hubert shall be compensated as Chief Prosecutor at the rate of \$ 300.00 for each session of Municipal Court at which he serves, payable to the firm of Szaferman Lakind;

WHEREAS, the Chief Financial Officer has certified that funds are available in budget line # 3-01-25-275-000-201;

NOW, THEREFORE, BE IT RESOLVED, by Borough Council of the Borough of Pennington, that Craig J. Hubert is hereby designated and appointed Chief Municipal Prosecutor of Pennington Borough for the year 2023.

Record of Council Vote on Passage

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

**BOROUGH OF PENNINGTON
RESOLUTION #2023-1.5**

RESOLUTION APPOINTING ALTERNATE PROSECUTORS FOR THE YEAR 2023

WHEREAS, N.J.S.A. 2B:24-4e provides that a municipality may appoint municipal prosecutors as necessary to administer justice in a timely and effective manner in municipal court;

WHEREAS, N.J.S.A. 2B:25-6f requires that when a municipality has appointed more than one municipal prosecutor a chief municipal prosecutor shall be designated and appointed by the municipality;

WHEREAS, Borough Council has appointed Craig Hubert as the Chief Municipal Prosecutor; and

WHEREAS, the Borough seeks to appoint first, second, third and fourth alternate prosecutors to substitute in that order for the Chief Municipal Prosecutor when the Chief Municipal Prosecutor is not able to cover a court session; and

WHEREAS, it is understood that the municipal prosecutor and alternate prosecutors designated and appointed herein are not representing criminal defendants in any municipal court or Superior Court in Mercer County as of January 1, 2023; and

WHEREAS, each alternate prosecutor has completed and submitted a sworn Business Entity Disclosure Certification which certifies that neither they nor their respective firms have made or shall make any political contribution prohibited by relevant provisions of N.J.S.A. 19:44A-20.5 or Chapter 15, Article I of the Pennington Borough Code, regarding pay-to-play;

WHEREAS, each alternate prosecutor shall comply with requirements for Anti-Discrimination and Affirmative Action as set forth in the annexed Schedule A;

NOW, THEREFORE, BE IT RESOLVED, by Borough Council of the Borough of Pennington that the following appointments are made for the year 2023:

1. Thomas Manzo is hereby appointed First Alternate Prosecutor of Pennington Borough.
2. Jeff Rubin is hereby appointed Second Alternate Prosecutor of Pennington Borough.
3. Martin Hillman, Esq. is hereby appointed Third Alternate Prosecutor of Pennington Borough.
4. Alfred B. Vuocolo is hereby appointed Fourth Alternate Prosecutor of Pennington Borough.

BE IT FURTHER RESOLVED, that the alternate prosecutors shall be compensated for each court session in which they serve at the same rate as the Chief Municipal Prosecutor.

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Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	M			
Chandler	S				Stern	X			
Gnatt	X				Valenza	X			

**BOROUGH OF PENNINGTON
RESOLUTION 2023 - 1.6**

**RESOLUTION APPOINTING PATRICK MEMES AS PUBLIC DEFENDER
FOR THE YEAR 2023**

WHEREAS, Borough Council seeks to designate and appoint Patrick Memes as the Public Defender;

WHEREAS, Mr. Memes shall comply with Pay to Play regulations and will complete and submit a sworn Business Entity Disclosure Certification which certifies that neither he nor his firm has made or shall make any political contribution prohibited by relevant provisions of N.J.S.A. 19:44A-20.5 or Chapter 15, Article I of the Pennington Borough Code, regarding pay-to-play;

WHEREAS, Mr. Memes shall comply with requirements for Anti-Discrimination and Affirmative Action as set forth in the annexed Schedule A;

WHEREAS, Mr. Memes shall be compensated as Public Defender at a rate of \$200.00 for each court session in which he serves;

WHEREAS, the Chief Financial Officer has certified that funds are available in the Trust Fund under Public Defender or in budget account #3-01-43-495-000-255;

NOW, THEREFORE, BE IT RESOLVED, by Borough Council of the Borough of Pennington, that Patrick Memes is hereby designated and appointed Public Defender for Pennington Borough for the year 2023.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	M			
Chandler	S				Stern	X			
Gnatt	X				Valenza	X			

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 1.7**

**RESOLUTION APPOINTING JOHN HOLLIDAY AS CONFLICT PUBLIC DEFENDER FOR THE
YEAR 2023**

WHEREAS, the Court Administrator has indicated that there is a need to hire a Conflict Public Defender and she had recommended the appointment of John Holliday; and

WHEREAS, Borough Council seeks to designate and appoint John Holliday as Conflict Public Defender;

WHEREAS, Mr. Holliday shall comply with Pay to Play regulations and will complete and submit a sworn Business Entity Disclosure Certification which certifies that neither he nor his firm has made or shall make any political contribution prohibited by relevant provisions of N.J.S.A. 19:44A-20.5 or Chapter 15, Article I of the Pennington Borough Code, regarding pay-to-play;

WHEREAS, Mr. Holliday shall comply with requirements for Anti-Discrimination and Affirmative Action as set forth in the annexed Schedule A;

WHEREAS, Mr. Holliday shall be compensated as Public Defender at a rate of \$200.00 for each court session in which he serves;

WHEREAS, the Chief Financial Officer has certified that funds are available in the Trust Fund under Public Defender or in budget account #: 3-01-43-495-000-255;

NOW, THEREFORE, BE IT RESOLVED, by Borough Council of the Borough of Pennington, that John Holliday is hereby designated and appointed Public Defender for Pennington Borough for the

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year 2023.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	M			
Chandler	S				Stern	X			
Gnatt	X				Valenza	X			

**BOROUGH OF PENNINGTON
RESOLUTION 2023 - 1.8**

**RESOLUTION APPOINTING BOROUGH ENGINEER FOR THE YEARS 2023
THROUGH 2025**

WHEREAS, the Borough of Pennington is required by law to appoint a Municipal Engineer and to contract for related engineering services;

WHEREAS, the Mayor nominates as Borough Engineer Brandon Fetzer of Van Note Harvey Associates, a licensed professional engineer of the State of New Jersey, subject to advise and consent of Council and agreement on a final contract for professional services with Mr. Fetzer and his firm Van Note Harvey Associates;

WHEREAS, a proposed form of professional services agreement is attached to this Resolution;

WHEREAS, the Borough Clerk has determined and has certified in writing that the anticipated value of this contract for professional services will exceed \$17,500;

WHEREAS, approval of this contract complies with the Local Pay-To-Play Law, N.J.S.A. 19:44A-20.5, effective January 1, 2006, which, except in prescribed circumstances, prohibits the award of contracts with a value in excess of \$17,500 to any person or business entity which makes reportable contributions to local political or candidate committees representing members of the governing body;

WHEREAS, this appointment also complies with the Code of the Borough of Pennington, Section 15-1, et seq., prohibiting the award of public contracts to certain political contributors;

WHEREAS, Brandon Fetzer and Van Note Harvey Associates have completed and submitted a Business Entity Disclosure Certification which certifies that the firm has made no reportable contribution to a political or candidate committee in the Borough of Pennington and shall not make any such contribution through the term of the contract;

WHEREAS, award of this contract is also in compliance with the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., because as a professional services contract it is not required to be subject to advertising for proposals or competitive bidding because the services contracted for are of such a qualitative nature as will not reasonably permit the drawing of specifications or the receipt of competitive bids;

WHEREAS, the Chief Financial Officer of the Borough has certified that funds are available for the purpose of this contract in the Engineering Current Fund and Water Sewer Operating Funds (3-01-20-165-000-262, 3,01-20-146-000-255, 3-05-55-501-000-262 and 3-05-55-502-000-262);

WHEREAS, the Local Public Contracts Law requires that a resolution authorizing an award of contract for professional services without competitive bid be publicly advertised following adoption;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington that Brandon Fetzer of Van Note Harvey Associates is hereby appointed as the Municipal Engineer of the Borough of Pennington for a term of three years expiring on December 31, 2025;

BE IT FURTHER RESOLVED, that the Mayor, with the attestation of the Clerk, is hereby authorized to enter into a professional services agreement with Brandon Fetzer and the firm of Van Note Harvey Associates for a sum not to exceed \$35,000.00 from the Current Fund and \$36,750.00 from the Water/Sewer Operating Fund subject to negotiation of a final agreement substantially in the form attached hereto and subject to approval of a list of engineering projects for 2023;

BE IT FURTHER RESOLVED, that the final agreement shall be subject to approval as to form by the Borough Attorney;

BE IT FURTHER RESOLVED, that a copy of this resolution shall be published in the Hopewell Valley News as required by law within ten (10) days of its adoption.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	M			
Chandler	S				Stern	X			
Gnatt	X				Valenza	X			

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 1.9**

RESOLUTION RE-APPOINTING DEPUTY COURT ADMINISTRATOR

WHEREAS, Margaret Umbro, Administrator of the Pennington Municipal Court, is in need of a Deputy Court Administrator to serve in her absence; and

WHEREAS, Mrs. Umbro recommended the appointment of Christine Irizarry to serve as Deputy Court Administrator; and

WHEREAS, Municipal Court Judge Eric Perkins approves of the appointment of Ms. Irizarry; and

WHEREAS, Borough Council approved Resolution 2022-12.4 authorizing the appointment of Christine Irizarry as Deputy Court Administrator; and

WHEREAS, this appointment is an annual appointment; and

WHEREAS, the Deputy Court Administrator is a part-time employee of the Borough with salary established by the Borough salary ordinance; and

WHEREAS, Ms. Irizarry will work on an as needed basis in the absence of the Court Administrator; and

WHEREAS, Ms. Irizarry will be compensated at a rate of \$89.00 per hour by purchase order;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that Christine Irizarry is hereby appointed Deputy Court Administrator of the Municipal Court of the Borough of Pennington, effective on the date of adoption of this resolution, and shall be compensated at an hourly rate of \$89.00 per hour.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	M			
Chandler	S				Stern	X			
Gnatt	X				Valenza	X			

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 1.10**

**RESOLUTION AUTHORIZING HIRING OF MONA HABIBY AS PART-TIME
ADMINISTRATIVE SERVICES COORDINATOR
IN THE BOROUGH BUSINESS OFFICE**

WHEREAS, the Borough requires knowledgeable part-time assistance to administer and support the efficient operation of the Borough’s Business Office;

WHEREAS, Borough Council now seeks to appoint Mona Habiby in the part-time position of Administrative Services Coordinator to meet this need;

WHEREAS, Mona Habiby was first hired by the Borough as a part-time project-based intern in the Business Office, after the Borough advertised for qualified applicants in the Masters of Public Administration program at Rutgers University and respondents were interviewed by an ad hoc committee consisting of the late Borough Administrator, the Chair of the Personnel Committee, the Mayor and the Borough Clerk;

WHEREAS, Ms. Habiby was then a graduate student in the Rutgers’ Masters of Public Administration program with a Bachelor of Science degree in Finance from the Kogod School of Business at American University together with twenty years of related experience in the private sector;

WHEREAS, Ms. Habiby has performed successfully in her paid part-time internship beginning in February 2022, she received her Masters from Rutgers University in May 2022, and her internship has been

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extended through successive resolutions of Borough Council through December 2022;

WHEREAS, as part-time Administrative Services Coordinator Ms. Habiby will work 15 to 20 hours per week at the rate of \$33 per hour and report to the Borough Clerk pending appointment of a Borough Administrator;

WHEREAS, the effective date of this appointment shall be January 1, 2023, with the understanding that the position and salary shall be included in the Borough Salary Ordinance;

WHEREAS, the Personnel Committee has approved creation of this position and the hiring of Ms. Habiby;

WHEREAS, the Chief Financial Officer has certified that the needed funds are available in the Administration Salary line of the budget;

NOW, THEREFORE, BE IT RESOLVED, by Borough Council of the Borough of Pennington that the hiring of Mona Habiby in the aforesaid part-time position of Administrative Services Coordinator is hereby approved effective January 1, 2023, with the understanding that the described title and compensation shall be included in the Borough Salary Ordinance.

Record of Council Vote on Passage

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

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 1.11**

**RESOLUTION ESTABLISHING THE REGULAR MEETING SCHEDULE FOR THE BOROUGH
COUNCIL FOR THE YEAR 2023**

WHEREAS, in 2023 the Pennington Borough Council will meet at Borough Hall for their Regular Meetings on the first Monday of each month starting at 7:00 PM unless otherwise noted;

January 4, 2022 – Regular & Reorganization (Wednesday)

February 6, 2023

March 6, 2023

April 3, 2023

May 1, 2023

June 5, 2023

July 3, 2023

August 7, 2023

September 5, 2023 (Tuesday)

October 2, 2023

November 6, 2023

December 4, 2023

December 28, 2023 – (Thursday at 3:00 pm)

- Reorganization meeting to be held on January 2, 2024 (Tuesday), immediately followed by the Regular Council Meeting;

NOW THEREFORE BE IT RESOLVED that the meeting schedule for the Borough Council of the Borough of Pennington is approved as stated above.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	X			
Chandler	M				Stern	X			
Gnatt	S				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-1.11, second by Council Member Gnatt with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 1.12**

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF PENNINGTON
DESIGNATING DEPOSITORY BANKS, OFFICIAL NEWSPAPERS AND OFFICIAL
SIGNATORIES FOR THE BOROUGH FOR THE YEAR 2023**

BE IT RESOLVED:

That The Bank of Princeton, Wells Fargo, PNC Bank, Bank of America, Northfield Bank, Investors Bank and Santander Bank, be declared official depositories of the Borough of Pennington for 2023 provided any such bank receiving Borough funds first submit a sworn statement that it has not made political contributions in violation of Chapter 15, Article 1 of the Code of the Borough of Pennington regarding pay-to-play;.

BE IT RESOLVED:

That the Hopewell Valley News be designated as the official weekly publication for the Borough of Pennington for 2022, and as is required by law.

BE IT RESOLVED:

That the Hopewell Valley News and Trenton Times be designated for notification purposes when required under the Open Public Meetings Act for the Borough of Pennington.

BE IT RESOLVED:

That Mayor James Davy and the Borough Clerk (and in the absence of the Mayor, the Council President) 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.

BE IT RESOLVED:

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

- 1 Mayor – James Davy
- 2 Finance Officer - Sandra Webb
- 3 Borough Administrator – Donato Nieman
- 4 Council President – Catherine Chandler

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	S			
Chandler	M				Stern	X			
Gnatt	X				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-1.12, second by Council Member Marciante with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 1.13**

RESOLUTION ESTABLISHING COMMITTEES OF COUNCIL FOR 2023

WHEREAS, Pennington Borough Council elects to establish certain committees of its members as will assist it in the coming year;

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

- 1. The following committees of Council are hereby created, each to consist of 3 Council members, of whom one shall be chair and two shall be Committee members:

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- a. Personnel
- b. Public Safety
- c. Public Works
- d. Finance & Technology
- e. Building Department & Zoning

Each such committee shall monitor the functioning of Borough Government within its subject area and shall report regularly thereon to Council, making such recommendations for action by the governing body as the committee deems appropriate. No such committee shall have decision-making powers with respect to any administrative or policy matter.

2. One member of Council shall serve as liaison to the following Boards and Commissions:
- a. Planning and Zoning Board
 - b. Senior Advisory Board
 - c. Library Board of Trustees
 - d. Historic Preservation Commission
 - e. Environmental Commission
 - f. Economic Development Commission
 - g. Open Space Committee
 - h. Recreation Commission
 - i. Board of Health
 - j. Shade Tree Committee
 - k. Arboretum
 - l. Landfill
3. The chairpersons and members of the above committees and the above liaisons shall be appointed by the Mayor with the advice and consent of Council.
4. Appointments and assignments by the Mayor for 2023 are set forth in the attached list. All such appointments and assignments are hereby approved.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	S			
Chandler	M				Stern	X			
Gnatt	X				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-1.13, second by Council Member Marciante with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 1.14**

**RESOLUTION RE-ESTABLISHING THE HOPEWELL
VALLEY GREEN TEAM**

WHEREAS, the governing bodies of Hopewell Borough, Hopewell Township and Pennington Borough recognize a need to develop “green” initiatives to create a plan for a healthy economy, environment and society in Hopewell Valley; and

WHEREAS, the governing bodies of Hopewell Borough, Hopewell Township and Pennington Borough desire to identify and support green, sustainable practices which benefit our residents and business partners that are easy to replicate and affordable to implement; and

WHEREAS, the Borough of Hopewell, the Township of Hopewell and the Borough of Pennington have each resolved to participate in **SUSTAINABLE JERSEY™**, a certification program for municipalities in New Jersey that want to go green, control costs and save money, and take steps to sustain their quality of life over the long term; and

WHEREAS, the governing bodies of Hopewell Borough, Hopewell Township and Pennington Borough have identified a need to work collaboratively to achieve **SUSTAINABLE JERSEY™** certification as the economical and environmental health of Hopewell Valley does not end at municipal borders; and

WHEREAS, the governing bodies of Hopewell Borough, Hopewell Township and Pennington Borough, in an attempt to focus attention on green issues and to further the primary goals of saving tax dollars, assuring clean air and water, improving working and living environments, and strengthening

communities that are sustainable economically, environmentally and socially well into the future, established the “Hopewell Valley Green Team”; and

WHEREAS, since on or about August 3, 2009, the Hopewell Valley Green Future Task Force, now the Hopewell Valley Green Team, with annually appointed members comprised of a minimum of four representatives of each Hopewell Valley municipality, including one governing body member liaison, one municipal staff representative and at least two members of the public representing residents, businesses and other community groups, met quarterly or as needed to develop and recommend programs and projects that seek to:

- 1. Improve public health and safety.
- 2. Indentify alternative energy options.
- 3. Encourage water and energy conservation.
- 4. Reduce environmental pollution.
- 5. Promote recycling efforts.
- 6. Preserve natural resources.
- 7. Increase public awareness regarding green initiatives through the development of educational programs and resources dedicated to green initiatives.
- 8. Provide updates and recommendations to Hopewell Valley governing bodies, administrations, planning boards, environmental commissions, shade tree boards and other groups directly or indirectly responsible to environmental issues; and

WHEREAS, the governing bodies of Hopewell Borough, Hopewell Township, and Pennington Borough desire that the Hopewell Valley Green Team continue meeting, on a quarterly or as needed basis, to develop and recommend the above-described programs and projects;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington that it hereby supports and does re-establish the Hopewell Valley Green Team, formerly the Hopewell Valley Green Future Task Force, in cooperation with the Borough of Hopewell and the Township of Hopewell; and

BE IT FURTHER RESOLVED, that the following individuals are appointed to serve on the Hopewell Valley Green Team for 2023, and that the Borough shall provide details of said appointments to the municipal clerks of the Borough of Hopewell and the Township of Hopewell: Joann Held, Margret Van Vuuren, Lynne Croucher, James Davy and Borough Administrator.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	S			
Chandler	M				Stern	X			
Gnatt	X				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-1.14, second by Council Member Marciante with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 1.15**

**RESOLUTION FIXING THE RATE OF INTEREST AND YEAR-END PENALTY FOR
DELINQUENT REAL ESTATE TAX PAYMENTS AND FURTHER AUTHORIZING THE TAX
COLLECTOR TO EXTEND THE GRACE PERIOD FOR THE 3RD QUARTER TAX PAYMENTS
FOR 2023 IF NECESSARY**

WHEREAS, R.S. 54:4-67 permits the governing body of each municipality to fix the rate of interest to be charged for nonpayment of taxes or assessments on or before the date when they would become delinquent, subject to maximum rates provided by law;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, County of Mercer, State of New Jersey, that property taxes shall be due and payable quarterly on February 1st, May 1st, August 1st, and November 1st of each year with a ten-day grace period, after which such taxes, if remaining unpaid, shall become delinquent and interest shall be charged thereon from the date the tax was first payable to the date of actual payment, at the following rates: eight percent (8%) per annum on the first \$1,500 of the delinquency and eighteen percent (18%) per annum on any amount in excess of \$1,500.; and

BE IT FURTHER RESOLVED, that payments on delinquent accounts shall be credited first to the first \$1,500 of the delinquency and then to the balance of the delinquency, and once the first \$1,500 of the delinquency has been paid, the interest rate shall be eighteen percent (18%) on the balance of the delinquency

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regardless of the amount of such balance; and

BE IT FURTHER RESOLVED, that a year-end penalty of six percent (6%) shall be assessed on the last day of the fiscal year on the full amount of delinquent accounts with delinquencies in excess of \$10,000.; and

BE IT FURTHER RESOLVED, that the Pennington Borough Council hereby authorizes the Tax Collector to extend the grace period for third quarter 2023 tax payments; and

BE IT FURTHER RESOLVED that the Tax Collector shall determine the extension period upon receipt of the 2023 Final Tax Bills and said period shall not exceed 30 days beyond the mailing date of the bills to taxpayers.

BE IT FINALLY RESOLVED that a certified copy of this resolution be forwarded to the Tax Collector and Borough Auditor.

Record of Council Vote on Passage

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

Council Member Chandler made a motion to approve Resolution 2023-1.15, second by Council Member Marciante with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 1.16**

**RESOLUTION AUTHORIZING CANCELLATION OF
TAX BALANCES UNDER \$10.00**

WHEREAS, the Tax Collector has requested permission to cancel certain balances existing for current year taxes and water/sewer bills; and

WHEREAS, N.J.S.A. 40A:5-17.1 states that the governing body may appoint any official to cancel tax refunds and delinquencies under \$10.00;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Pennington that the Chief Financial Officer/Tax Collector is hereby authorized to cancel tax and utility balances under \$10.00.

Record of Council Vote on Passage

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

Council Member Chandler made a motion to approve Resolution 2023-1.16, second by Council Member Gnatt with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023-1.17**

**RESOLUTION APPOINTING MONA HABIBY AS
JOINT INSURANCE FUND COMMISSIONER FOR A PERIOD
OF ONE YEAR FROM JANUARY 1 THROUGH DECEMBER 31, 2023**

WHEREAS, the Borough of Pennington is required to appoint annually a Joint Insurance Fund Commissioner to serve for the year;

WHEREAS, it is the desire of the Mayor and Council to appoint Mona Habiby to that position, for the period of one year from January 1 through December 31, 2023;

NOW, THEREFORE, BE IT RESOLVED, that Mona Habiby is hereby appointed as Joint Insurance Fund Commissioner for a one year term effective January 1, 2023 and ending December 31, 2023; and

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BE IT FURTHER RESOLVED, by the Borough Council of the Borough of Pennington that Mrs Heinzel shall serve in this capacity without additional compensation.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	S				Marciante	X			
Chandler	M				Stern	X			
Gnatt	X				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-1.17, second by Council Member Angarone with all members present voting in favor.

MAYOR’S APPOINTMENTS / RE-APPOINTMENTS

Mayor Davy announced the following appointments and re-appointments.

PLANNING BOARD

- Hilary Burke - Mayor's Designee - 1 year term ending 12/31/2026
- Kate O'Neill - reappointed for a 4 yr term ending 12/31/2026
- Jim Reilly - reappointed for a 4 yr term ending 12/31/2026
- Amy Kassler-Taub - reappointed for a 1 yr term ending 12/31/2023

ENVIRONMENTAL COMMISSION

- Dan Rubinstein - reappointed for a 3 yr term ending 12/31/2025
- Gregg Rackin - reappointed for a 3 yr term ending 12/31/2025
- Brian Friedlich - reappointed for a 3 yr term ending 12/31/2025
- Timothy Schwartz - reappointed as Alt #1 for a 2 yr term ending 12/31/2024

OPEN SPACE

- Dan Pace - reappointed for a 3 yr term ending 12/31/2025
- John Jackson - reappointed Alt #1 for a 1 yr term ending 12/31/2023
- Art Firestone - reappointed Alt #2 for a 1 yr term ending 12/31/2023
- Dan Pace and Alan Hershey - reappointed for a 1 yr term as representatives to the Hopewell Valley Open Space Committee

ECONOMIC DEVELOPMENT

- Naxli Rex - reappointed to a 5 yr term ending 12/31/2026
- Chris Murphy - reappointed to a 1 year term ending 12/31/2023
- Larissa Kelsey - reappointed to a 1 year term ending 12/31/2023

APPOINTMENTS / REAPPOINTMENTS (with Council approval)

Mayor Davy announced the following appointments and re-appointments for Parks and Recreation, Board of Health, Library Board of Trustees, Shade Tree, and Senior Advisory Board that require Council approval. Council Member Chandler made a motion to approve the appointments, second by Council Member Marciante with all members present voting in favor.

PARKS AND RECREATION

- Frank Vanderee - reappointed to a 3 yr term ending 12/31/2025
- Kristyn Friedlich - reappointed to a 3 yr term ending 12/31/2025

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BOARD OF HEALTH

- Dan Boone - reappointed to a 3 yr term ending 12/31/2025
- Steve Papenberg - reappointed to a 3 yr term ending 12/31/2025

LIBRARY BOARD OF TRUSTEES

- Julianna Aberger - reappointed to a 5 yr term ending 12/31/2027
- Rosetta Treece - reappointed as School Rep for a 1 yr term ending 12/31/2023
- Carol Olsen - reappointed as Mayor's Representative for a 1 yr term ending 12/32/2023

SHADE TREE

- Kate Fullerton - reappointed to a 3 yr term ending 12/31/2025

SENIOR ADVISORY BOARD

- Edwin (Weed) Tucker - reappointed for a 3 yr term ending 12/31/2025
- Nancy Breland - reappointed for a 2 yr term ending 12/31/2024

HISTORIC PRESERVATION

- Eric Holterman - reappointed as Class A Member for a 4 yr term ending 12/31/2026
- Robert Chandler - reappointed as Class C Member for a 4 yr term ending 12/31/2026
- David Stevens - appointed as Class C - Alt 2 - for a 2 yr term ending 12/31/2024

Council Member Chandler made a motion to approve the Historic Preservation appointments for Eric Holterman and David Stevens, second by Council Member Marciante with all members present voting in favor.

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

With no further business for the annual Reorganization Meeting, Council Member Chandler made a motion to adjourn the Reorganization Meeting, second by Council member Marciante with all members present voting in favor.

Respectfully submitted,

Elizabeth Sterling
Borough Clerk

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Page 1**Pennington Borough Council
Regular Meeting – January 4, 2023**

Mayor Davy called the Regular Meeting of the Borough Council to order immediately following the Reorganization meeting. The meeting was held via Zoom due to the COVID19 pandemic. Borough Clerk Betty Sterling called the roll with Council Members Angarone, Chandler, Gnat, Gross, Marciano, Stern and Valenza in attendance.

Also present were Public Works Superintendent Rick Smith, Sergeant First Class Novin Thomas, Sergeant First Class Daryl Burroughs, Chief Financial Officer Sandra Webb, Borough Engineer Brandon Fetzer and Borough Attorney Walter Bliss.

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

Open to the Public

Mayor Davy read the following statement.

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

Ms. Meredith Moore congratulated new and re-elected Council Members and thanked them for all they do. Ms. Moore thanked Mayor and Council for consideration of the lighting and noise ordinances and asked that limits be set on temperature of lighting which is measured in kelvin. Ms. Moore stated that she has done some research and packaging of light bulbs does indicate wattage as well as kelvin measurement.

Mr. Dan Pace of 9 Railroad Place thanked Mayor and Council for the lighting ordinance and agreed with the comments from Ms. Moore regarding the color of lights and he would appreciate if Council would consider adding that to the ordinance.

Mayor Davy stated that Council decided at the last meeting to proceed with the ordinance as is and then look further into the idea of regulating kelvin measurements. Ms. Chandler stated that her hesitation is the enforcement of a regulation related to kelvin. Mr. Marciano agreed that adding regulating the types of bulbs would be hard to enforce. Mr. Marciano stated that he would like to see how this ordinance plays out before adding more restrictions.

There were no further comments from the public.

Mayor's Business

Mayor Davy stated that at the December 29th meeting Council approved a Resolution to extend Health and Animal Control agreements with Montgomery Township for three months. Mayor Davy stated that Hopewell Township will be providing these services after the extension and they have now indicated that they will be ready to start Animal Control services effective February 1, 2023. Mayor Davy stated that he will add to the agenda for the Special Meeting on January 17th a Resolution amending the resolution with Montgomery Township and a resolution approving shared services for Animal Control with Hopewell Township effective February 1, 2023. Mayor Davy stated that we are still waiting for a final agreement for Health Services from Hopewell Township.

ORDINANCES FOR INTRODUCTION

Mayor Davy read Ordinance 2023-1 by title.

**BOROUGH OF PENNINGTON
ORDINANCE 2023 – 1**

BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$120,000 FOR IMPROVEMENTS TO WEST FRANKLIN AVENUE AND KNOWLES STREET IN AND BY THE BOROUGH OF PENNINGTON, IN THE COUNTY OF MERCER, NEW JERSEY, AND AUTHORIZING THE ISSUANCE OF \$120,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE THE COST THEREOF.

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

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Section 1. The improvement described in Section 3(a) of this bond ordinance has heretofore been authorized to be undertaken by the Borough of Pennington, in the County of Mercer, New Jersey (the "Borough") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the supplemental amount of \$120,000, such sum being in addition to the \$715,000 appropriated therefor by Bond Ordinance #2022-5 of the Borough, finally adopted May 2, 2022 (the "Original Bond Ordinance"). No additional down payment is required since the Original Bond Ordinance referenced a grant in the amount of \$515,000 from the State of New Jersey Department of Transportation.

Section 2. In order to finance the additional cost of the improvement or purpose, negotiable bonds are hereby authorized to be issued in the principal amount of \$120,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement heretofore authorized and the purpose for the financing of which the bonds are to be issued is improvements to West Franklin Avenue and Knowles Street, including resurfacing, reconstruction and drainage and further including all work and materials necessary therefor and incidental thereto, as described in the Original Bond Ordinance.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is \$835,000, including the \$715,000 authorized by the Original Bond Ordinance and the \$120,000 bonds or bond anticipation notes authorized herein.

(c) The estimated cost of the improvement or purpose is \$835,000, including the \$715,000 appropriated by the Original Bond Ordinance and the \$120,000 appropriated herein.

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

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

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

- (a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.
- (b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 10 years.
- (c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$120,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.
- (d) An aggregate amount not exceeding \$224,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose

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or improvement. Of this amount, \$200,000 was estimated for these items of expense in the Original Bond Ordinance and an additional \$24,000 is estimated therefor herein.

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

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

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

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

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

Council Member Marciante made a motion to introduce Ordinance 2023-1, second by Council Member Gnatt with all members present voting in favor.

Mayor Davy read Ordinance 2023-2 by title.

**BOROUGH OF PENNINGTON
ORDINANCE 2023 – 2**

BOND ORDINANCE PROVIDING FOR THE RESURFACING OF ROCKWELL GREEN DRIVE, CHADWELL COURT AND SCUDDER COURT IN AND BY THE BOROUGH OF PENNINGTON, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING \$700,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$155,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE THE COST THEREOF.

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

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Borough of Pennington, in the County of Mercer, New Jersey (the "Borough") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$700,000, including a grant from the State of New Jersey Department of Transportation in the amount of \$545,000 (the “State Grant”). Pursuant to N.J.S.A. 40A:2-11(c), no down payment is provided for the cost of the improvement or purpose herein since the improvement or purpose is being partially funded by the State Grant.

Section 2. In order to finance the cost of the improvement or purpose not covered by the State Grant, negotiable bonds are hereby authorized to be issued in the principal amount of \$155,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is the resurfacing of Rockwell Green Drive, Chadwell Court and Scudder Court, including all work and materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

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

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

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

- (a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.
- (b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 10 years.
- (c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$155,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.
- (d) An aggregate amount not exceeding \$140,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

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

Section 8. Any grant moneys received for the purpose described in Section 3(a) hereof shall be applied either to direct payment of the cost of the improvement or, if other than the State Grant referred to in Section 1 hereof, to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

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

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

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

Council Member Stern made a motion to introduce Ordinance 2023-2, second by Council Member Angarone with all members present voting in favor.

Mayor Davy read Ordinance 2023-3 by title. Ms. Angarone stated that she would like to hold this until the next meeting so that she has more time to review the rules and regulations.

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

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

Mayor Davy read Ordinance 2023-4 by title.

**BOROUGH OF PENNINGTON
ORDINANCE 2023 - 4**

**AN ORDINANCE BY BOROUGH COUNCIL OF PENNINGTON AMENDING THE
PENNINGTON BOROUGH CODE OF ORDINANCES TO SUPERSEDE ALL
EXISTING PROVISIONS OF CHAPTER 108 BY ADOPTING NEW SECTIONS 101
THROUGH 1001; TO ADOPT FLOOD HAZARD MAPS; TO DESIGNATE A
FLOODPLAIN ADMINISTRATOR AND TO PROVIDE FOR SEVERABILITY AND AN
EFFECTIVE DATE.**

WHEREAS, the Legislature of the State of New Jersey has, in N.J.S.A. 40:48 et seq and N.J.S.A. 40:55D et seq., conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of Pennington Borough and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the Pennington Borough was accepted for participation in the National Flood Insurance Program on June 25, 1976 and the Borough Council of Pennington desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59, 60, 65 and 70 necessary for such participation; and

WHEREAS, the Pennington Borough is required, pursuant to N.J.A.C. 5:23 et seq., to administer and enforce the State building codes, and such building codes contain certain provisions that apply to the design and construction of buildings and structures in flood hazard areas; and

WHEREAS, the Pennington Borough is required, pursuant to N.J.S.A. 40:49-5, to enforce zoning codes that secure safety from floods and contain certain provisions that apply to the development of lands; and

WHEREAS, the Pennington Borough is required, pursuant to N.J.S.A.58:16A-57, within 12 months after the delineation of any flood hazard area, to adopt rules and regulations concerning the development and use of land in the flood fringe area which at least conform to the standards promulgated by the New Jersey Department of Environmental Protection (NJDEP).

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of Pennington that the following floodplain management regulations are hereby adopted.

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

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SECTION 2. These regulations specifically repeal and replace Sections 108-1 through 108-18 of Chapter 108 of the Code of the Borough of Pennington.

SECTION 101: SCOPE AND ADMINISTRATION

101.1 Title. These regulations, in combination with the flood provisions of the Uniform Construction Code (UCC) N.J.A.C. 5:23 (hereinafter “Uniform Construction Code,” consisting of the Building Code, Residential Code, Rehabilitation Subcode, and related codes, and the New Jersey Flood Hazard Area Control Act (hereinafter “FHACA”), N.J.A.C. 7:13, shall be known as the *Floodplain Management Regulations of Pennington Borough* (hereinafter “these regulations”).

101.2 Scope. These regulations, in combination with the flood provisions of the Uniform Construction Code and FHACA shall apply to all proposed development in flood hazard areas established in Section 102 of these regulations.

101.3 Purposes and objectives. The purposes and objectives of these regulations are to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific flood hazard areas through the establishment of comprehensive regulations for management of flood hazard areas, designed to:

- (1) Protect human life and health.
- (2) Prevent unnecessary disruption of commerce, access, and public service during times of flooding.
- (3) Manage the alteration of natural floodplains, stream channels and shorelines;
- (4) Manage filling, grading, dredging and other development which may increase flood damage or erosion potential.
- (5) Prevent or regulate the construction of flood barriers which will divert floodwater or increase flood hazards.
- (6) Contribute to improved construction techniques in the floodplain.
- (7) Minimize damage to public and private facilities and utilities.
- (8) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas.
- (9) Minimize the need for rescue and relief efforts associated with flooding.
- (10) Ensure that property owners, occupants, and potential owners are aware of property located in flood hazard areas.
- (11) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events.
- (12) Meet the requirements of the National Flood Insurance Program for community participation set forth in Title 44 Code of Federal Regulations, Section 59.22.

101.4 Coordination with Building Codes. Pursuant to the requirement established in N.J.A.C. 5:23, the Uniform Construction Code, that the **Pennington Borough** administer and enforce the State building codes, the **Borough Council of Pennington** does hereby acknowledge that the Uniform Construction Code contains certain provisions that apply to the design and construction of buildings and structures in flood hazard areas. Therefore, these regulations are intended to be administered and enforced in conjunction with the Uniform Construction Code.

101.5 Ordinary Building Maintenance and Minor Work. Improvements defined as ordinary building maintenance and minor work projects by the Uniform Construction Code including non-structural replacement-in-kind of windows, doors, cabinets, plumbing fixtures, decks, walls, partitions, new flooring materials, roofing, etc. shall be evaluated by the Floodplain Administrator through the floodplain development permit to ensure compliance with the Substantial Damage and Substantial Improvement Section 103.14 of this ordinance.

101.6 Warning. The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. Enforcement of these regulations does not imply that land outside the special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage.

101.7 Other laws. The provisions of these regulations shall not be deemed to nullify any provisions of local, State, or Federal law.

101.8 Violations and Penalties for Noncompliance. No structure or land shall hereafter be constructed, re-located to, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a violation under N.J.S.A. 40:49-5. Any person who violates this ordinance or fails to comply with any of its requirements shall be subject to one (1) or more of the following: a fine of not more than \$1250 imprisonment for a term not exceeding ninety(90) days or a period of community service not exceeding 90 days.

Each day in which a violation of an ordinance exists shall be considered to be a separate and distinct violation subject to the imposition of a separate penalty for each day of the violation as the Court may determine except that the owner will be afforded the opportunity to cure or abate the condition during a 30 day period and shall be afforded the opportunity for a hearing before the court for an independent determination concerning the violation. Subsequent to the expiration of the 30 day period, a fine greater than \$1250 may be imposed if the court has not determined otherwise, or if upon reinspection of the property, it is determined that the abatement has not been substantially completed.

Any person who is convicted of violating an ordinance within one year of the date of a previous violation of the same ordinance and who was fined for the previous violation, shall be sentenced by a court to an additional fine as a repeat offender. The additional fine imposed by the court upon a person for a repeated offense shall not be less than the minimum or exceed the maximum fine fixed for a violation of the ordinance, but shall be calculated separately from the fine imposed for the violation of the ordinance.

101.8.1 Solid Waste Disposal in a Flood Hazard Area. Any person who has unlawfully disposed of solid waste in a floodway or floodplain who fails to comply with this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$2500 or up to a maximum penalty by a fine not exceeding \$10,000 under N.J.S.A. 40:49-5.

101.9 Abrogation and greater restrictions. These regulations supersede any ordinance in effect in flood hazard areas. However, these regulations are not intended to repeal or abrogate any existing ordinances including land development regulations, subdivision regulations, zoning ordinances, storm water management regulations, or building codes. In the event of a conflict between these regulations and any other ordinance, code, or regulation, the more restrictive shall govern.

SECTION 102: APPLICABILITY

102.1 General. These regulations, in conjunction with the Uniform Construction Code, provide minimum requirements for development located in flood hazard areas, including the subdivision of land and other developments; site improvements and installation of utilities; placement and replacement of manufactured homes; placement of recreational vehicles; new construction and alterations, repair, reconstruction, rehabilitation or additions of existing buildings and structures; substantial improvement of existing buildings and structures, including repair of substantial damage; installation of tanks; temporary structures and temporary or permanent storage; utility and miscellaneous Group U buildings and structures; and certain building work exempt from permit under the Uniform Construction Code; and other buildings and development activities.

102.2 Establishment of Flood Hazard Areas. The **Borough of Pennington** was accepted for participation in the National Flood Insurance Program on **June 25, 1976**

The National Flood Insurance Program (NFIP) floodplain management regulations encourage that all Federal, State, and Local regulations that are more stringent than the minimum NFIP standards take precedence in permitting decisions. The FHACA requires that the effective Flood Insurance Rate Map, most recent preliminary FEMA mapping and flood studies, and Department delineations be compared to determine the most restrictive mapping. The FHACA also regulates unstudied flood hazard areas in watersheds measuring 50 acres or greater in size and most riparian zones in New Jersey. Because of these higher standards, the regulated flood hazard area in New Jersey may be more expansive and more restrictive than the FEMA Special Flood Hazard Area. Maps and studies that establish flood hazard areas are on file at the **office of the Floodplain Administrator at the Pennington Borough Offices, 30 N Main street, Pennington, NJ 08534.**

The following sources identify flood hazard areas in this jurisdiction and must be considered when determining the Best Available Flood Hazard Data Area:

- 1) **Effective Flood Insurance Study.** Special Flood Hazard Areas (SFHAs) identified by the Federal Emergency Management Agency in a scientific and engineering report entitled Flood Insurance Study Mercer County, New Jersey (All Jurisdictions) dated July 20, 2016 and the accompanying Flood Insurance Rate Maps (FIRM) identified in Table 102.2(1) whose effective date is July 20, 2016 are hereby adopted by reference.
Table 102.2(1)

Map Panel #	Effective Date	Suffix	Map Panel #	Effective Date	Suffix
34021C0108	July 20, 2016	F			
34021C0109	July 20, 2016	F			

- 2) **Federal Best Available Information. Pennington Borough** shall utilize Federal flood information as listed in the table below that provides more detailed hazard information, higher flood elevations, larger flood hazard areas, and results in more restrictive regulations. This information may include but is not limited to preliminary flood elevation guidance from FEMA

(such as Advisory Flood Hazard Area Maps, Work Maps or Preliminary FIS and FIRM). Additional Federal Best Available studies issued after the date of this ordinance must also be considered. These studies are listed on FEMA’s Map Service Center. This information shall be used for floodplain regulation purposes only.
Table 102.2(2)

Map Panel #	Preliminary Date	Map Panel #	Preliminary Date
None as of the date of this ordinance			

- 3) **Other Best Available Data. Pennington Borough** shall utilize high water elevations from flood events, groundwater flooding areas, studies by federal or state agencies, or other information deemed appropriate by the **Pennington Borough**. Other “best available information” may not be used which results in less restrictive flood elevations, design standards, or smaller flood hazard areas than the sources described in Section 102.2 (1) and (2), above. This information shall be used for floodplain regulation purposes only.
- 4) **State Regulated Flood Hazard Areas.** For State regulated waters, the NJ Department of Environmental Protection (NJDEP) identifies the flood hazard area as the land, and the space above that land, which lies below the “Flood Hazard Area Control Act Design Flood Elevation”, as defined in Section 201, and as described in the New Jersey Flood Hazard Area Control Act at N.J.A.C. 7:13. A FHACA flood hazard area exists along every regulated water that has a drainage area of 50 acres or greater. Such area may extend beyond the boundaries of the Special Flood Hazard Areas (SFHAs) as identified by FEMA. The following is a list of New Jersey State studied waters in this community under the FHACA, and their respective map identification numbers:

Table 102.2(3) List of State Studied Waters

Name of Studied Water	File Name	Map Number
Stony Brook	SUPPVIII36	4
Stony Brook	SUPPVIII37	5

102.3 Establishing the Local Design Flood Elevation (LDFE).

The Local Design Flood Elevation (LDFE) is established in the flood hazard areas determined in Section 102.2, above, using the best available flood hazard data sources, and the Flood Hazard Area Control Act minimum Statewide elevation requirements for lowest floors in A, Coastal A, and V zones, as applicable, ASCE 24 requirements for critical facilities as specified by the building code, plus additional freeboard as specified by this ordinance.
At a minimum, the Local Design Flood Elevation shall be as follows:

- 1) For a delineated watercourse, the elevation associated with the Best Available Flood Hazard Data Area determined in Section 102.2, above plus one foot or as described by N.J.A.C. 7:13 of freeboard; or
- 2) For any undelineated watercourse (where mapping or studies described in 102.2 (1) and (2) above are not available) that has a contributory drainage area of 50 acres or more, the applicants must provide one of the following to determine the Local Design Flood Elevation:
 - a. **A copy of an unexpired NJDEP Flood Hazard Area Verification plus one foot of freeboard and any additional freeboard as required by ASCE 24; or**
 - b. **A determination of the Flood Hazard Area Design Flood Elevation using Method 5 or Method 6 (as described in N.J.A.C. 7:13) plus one foot of freeboard and any additional freeboard as required by ASCE 24. Any determination using these methods must be sealed and submitted according to Section 105.2-3.**
- 3) AO Zones – For Zone AO areas on the municipality’s FIRM (or on preliminary flood elevation guidance from FEMA), the Local Design Flood Elevation is determined from the FIRM panel as the highest adjacent grade plus the depth number specified plus one foot of freeboard. If no depth number is specified, the Local Design Flood Elevation is three (3) feet above the highest adjacent grade.
- 4) Class IV Critical Facilities - For any proposed development of new and substantially improved Flood Design Class IV Critical Facilities, the Local Design Flood Elevation must be the higher of the 0.2% annual chance (500 year) flood elevation or the Flood Hazard Area Design Flood Elevation with an additional 2 feet of freeboard in accordance with ASCE 24.
- 5) Class III Critical Facilities - For proposed development of new and substantially improved Flood Design Class III Critical Facilities in coastal high hazard areas, the Local Design Flood Elevation must be the higher of the 0.2% annual chance (500 year) flood elevation or the Flood Hazard Area Design Flood Elevation with an additional 1 foot of freeboard in accordance with ASCE 24.

SECTION 103: DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

103.1 Floodplain Administrator Designation. The **Construction official** is designated the Floodplain
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Administrator. The Floodplain Administrator shall have the authority to delegate performance of certain duties to other employees.

103.2 General. The Floodplain Administrator is authorized and directed to administer the provisions of these regulations. The Floodplain Administrator shall have the authority to render interpretations of these regulations consistent with the intent and purpose of these regulations and to establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be consistent with the intent and purpose of these regulations and the flood provisions of the building code and shall not have the effect of waiving specific requirements without the granting of a variance pursuant to Section 107 of these regulations.

103.3 Coordination. The Floodplain Administrator shall coordinate with the Construction Official to administer and enforce the flood provisions of the Uniform Construction Code.

103.4 Duties. The duties of the Floodplain Administrator shall include but are not limited to:

- (1) Review all permit applications to determine whether proposed development is located in flood hazard areas established in Section 102 of these regulations.
- (2) Require development in flood hazard areas to be reasonably safe from flooding and to be designed and constructed with methods, practices and materials that minimize flood damage.
- (3) Interpret flood hazard area boundaries and provide available flood elevation and flood hazard information.
- (4) Determine whether additional flood hazard data shall be obtained or developed.
- (5) Review required certifications and documentation specified by these regulations and the building code to determine that such certifications and documentations are complete.
- (6) Establish, in coordination with the Construction Official, written procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 103.14 of these regulations.
- (7) Coordinate with the Construction Official and others to identify and investigate damaged buildings located in flood hazard areas and inform owners of the requirement to obtain permits for repairs.
- (8) Review requests submitted to the Construction Official seeking approval to modify the strict application of the flood load and flood resistant construction requirements of the Uniform Construction code to determine whether such requests require consideration as a variance pursuant to Section 107 of these regulations.
- (9) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps when the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available.
- (10) Require applicants who propose alteration of a watercourse to notify adjacent jurisdictions and the NJDEP Bureau of Flood Engineering, and to submit copies of such notifications to the Federal Emergency Management Agency (FEMA).
- (11) Inspect development in accordance with Section 106 of these regulations and inspect flood hazard areas to determine if development is undertaken without issuance of permits.
- (12) Prepare comments and recommendations for consideration when applicants seek variances in accordance with Section 107 of these regulations.
- (13) Cite violations in accordance with Section 108 of these regulations.
- (14) Notify the Federal Emergency Management Agency when the corporate boundaries of **Pennington Borough** have been modified.
- (15) Permit Ordinary Maintenance and Minor Work in the regulated areas discussed in Section 102.2.

103.5 Use of changed technical data. The Floodplain Administrator and the applicant shall not use changed flood hazard area boundaries or base flood elevations for proposed buildings or developments unless the Floodplain Administrator or applicant has applied for a Conditional Letter of Map Revision (CLOMR) to the Flood Insurance Rate Map (FIRM) revision and has received the approval of the Federal Emergency Management Agency. A revision of the effective FIRM does not remove the related feature(s) on a flood hazard area delineation that has been promulgated by the NJDEP. A separate application must be made to the State pursuant to N.J.A.C. 7:13 for revision of a flood hazard design flood elevation, flood hazard area limit, floodway limit, and/or other related feature.

103.6 Other permits. It shall be the responsibility of the Floodplain Administrator to assure that approval of a proposed development shall not be given until proof that necessary permits have been granted by Federal or State agencies having jurisdiction over such development, including Section 404 of the Clean Water Act. In the event of conflicting permit requirements, the Floodplain Administrator must ensure that the most restrictive floodplain management standards are reflected in permit approvals.

103.7 Determination of Local Design Flood Elevations. If design flood elevations are not specified, the Floodplain Administrator is authorized to require the applicant to:

- (1) Obtain, review, and reasonably utilize data available from a Federal, State, or other source, or

- (2) Determine the design flood elevation in accordance with accepted hydrologic and hydraulic engineering techniques. Such analyses shall be performed and sealed by a licensed professional engineer. Studies, analyses, and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator. The

accuracy of data submitted for such determination shall be the responsibility of the applicant.

It shall be the responsibility of the Floodplain Administrator to verify that the applicant's proposed Best Available Flood Hazard Data Area and the Local Design Flood Elevation in any development permit accurately applies the best available flood hazard data and methodologies for determining flood hazard areas and design elevations described in 102.2 and 102.3 respectively. This information shall be provided to the Construction Official and documented according to Section 103.15.

103.8 Requirement to submit new technical data. Base Flood Elevations may increase or decrease resulting from natural changes (e.g. erosion, accretion, channel migration, subsidence, uplift) or man-made physical changes (e.g. dredging, filling, excavation) affecting flooding conditions. As soon as practicable, but not later than six months after the date of a man-made change or when information about a natural change becomes available, the Floodplain Administrator shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Title 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

103.9 Activities in riverine flood hazard areas. In riverine flood hazard areas where design flood elevations are specified but floodways have not been designated, the Floodplain Administrator shall not permit any new construction, substantial improvement or other development, including the placement of fill, unless the applicant submits an engineering analysis prepared by a licensed professional engineer that demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachment, will not increase the design flood elevation more than 0.2 feet at any point within the community.

103.10 Floodway encroachment. Prior to issuing a permit for any floodway encroachment, including fill, new construction, substantial improvements and other development or land-disturbing activity, the Floodplain Administrator shall require submission of a certification prepared by a licensed professional engineer, along with supporting technical data, that demonstrates that such development will not cause any increase in the base flood level.

103.10.1 Floodway revisions. A floodway encroachment that increases the level of the base flood is authorized if the applicant has applied for a Conditional Letter of Map Revision (CLOMR) to the Flood Insurance Rate Map (FIRM) and has received the approval of FEMA.

103.11 Watercourse alteration. Prior to issuing a permit for any alteration or relocation of any watercourse, the Floodplain Administrator shall require the applicant to provide notification of the proposal to the appropriate authorities of all adjacent government jurisdictions, as well as the NJDEP Bureau of Flood Engineering and the Division of Land Resource Protection. A copy of the notification shall be maintained in the permit records and submitted to FEMA.

103.11.1 Engineering analysis. The Floodplain Administrator shall require submission of an engineering analysis prepared by a licensed professional engineer, demonstrating that the flood-carrying capacity of the altered or relocated portion of the watercourse will be maintained, neither increased nor decreased. Such watercourses shall be maintained in a manner that preserves the channel's flood-carrying capacity.

103.12 Development in riparian zones All development in Riparian Zones as described in N.J.A.C. 7:13 is prohibited by this ordinance unless the applicant has received an individual or general permit or has complied with the requirements of a permit by rule or permit by certification from NJDEP Division of Land Resource Protection prior to application for a floodplain development permit and the project is compliant with all other Floodplain Development provisions of this ordinance. The width of the riparian zone can range between 50 and 300 feet and is determined by the attributes of the waterbody and designated in the New Jersey Surface Water Quality Standards N.J.A.C. 7:9B. The portion of the riparian zone located outside of a regulated water is measured landward from the top of bank. Applicants can request a verification of the riparian zone limits or a permit applicability determination to determine State permit requirements under N.J.A.C. 7:13 from the NJDEP Division of Land Resource Protection.

103.13 Substantial improvement and substantial damage determinations. When buildings and structures are damaged due to any cause including but not limited to man-made, structural, electrical, mechanical, or natural hazard events, or are determined to be unsafe as described in N.J.A.C. 5:23; and for applications for building permits to improve buildings and structures, including alterations, movement, repair, additions, rehabilitations, renovations, ordinary maintenance and minor work, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Construction Official, shall:

- (1) Estimate the market value, or require the applicant to obtain a professional appraisal prepared by a qualified independent appraiser, of the market value of the building or structure before the start of

construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.

- (2) Determine and include the costs of all ordinary maintenance and minor work, as discussed in Section 102.2, performed in the floodplain regulated by this ordinance in addition to the costs of those improvements regulated by the Construction Official in substantial damage and substantial improvement calculations.
- (3) Compare the cost to perform the improvement, the cost to repair the damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, where applicable, to the market value of the building or structure.
- (4) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage. This determination shall also include the evaluation of flood related damages over a 10 year period to determine if the costs of repairs at the times of each flood constitutes a repetitive loss as defined by this ordinance.
- (5) Notify the applicant in writing when it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the building code is required and notify the applicant in writing when it is determined that work does not constitute substantial improvement or repair of substantial damage. The Floodplain Administrator shall also provide all letters documenting substantial damage and compliance with flood resistant construction requirements of the building code to the NJDEP Bureau of Flood Engineering.

103.14 Department records. In addition to the requirements of the building code and these regulations, and regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of these regulations and the flood provisions of the Uniform Construction Code, including Flood Insurance Studies, Flood Insurance Rate Maps; documents from FEMA that amend or revise FIRMs; NJDEP delineations, records of issuance of permits and denial of permits; records of ordinary maintenance and minor work, determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required certifications and documentation specified by the Uniform Construction Code and these regulations including as-built Elevation Certificates; notifications to adjacent communities, FEMA, and the State related to alterations of watercourses; assurance that the flood carrying capacity of altered waterways will be maintained; documentation related to variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to these regulations and the flood resistant provisions of the Uniform Construction Code. The Floodplain Administrator shall also record the required elevation, determination method, and base flood elevation source used to determine the Local Design Flood Elevation in the floodplain development permit.

103.15 Liability. The Floodplain Administrator and any employee charged with the enforcement of these regulations, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by these regulations or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of these regulations shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The Floodplain Administrator and any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of these regulations.

SECTION 104: PERMITS

104.1 Permits Required. Any person, owner or authorized agent who intends to conduct any development in a flood hazard area shall first make application to the Floodplain Administrator and shall obtain the required permit. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

104.2 Application for permit. The applicant shall file an application in writing on a form furnished by the Floodplain Administrator. Such application shall:

- (1) Identify and describe the development to be covered by the permit.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan and construction documents as specified in Section 105 of these regulations, grading and filling plans and other information deemed appropriate by the Floodplain Administrator.
- (5) State the valuation of the proposed work, including the valuation of ordinary maintenance and minor work.
- (6) Be signed by the applicant or the applicant's authorized agent.

104.3 Validity of permit. The issuance of a permit under these regulations or the Uniform Construction Code shall not be construed to be a permit for, or approval of, any violation of this appendix or any other

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ordinance of the jurisdiction. The issuance of a permit based on submitted documents and information shall not prevent the Floodplain Administrator from requiring the correction of errors. The Floodplain Administrator is authorized to prevent occupancy or use of a structure or site which is in violation of these regulations or other ordinances of this jurisdiction.

104.4 Expiration. A permit shall become invalid when the proposed development is not commenced within 180 days after its issuance, or when the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions shall be requested in writing and justifiable cause demonstrated. The Floodplain Administrator is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each.

104.5 Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a permit issued under these regulations wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or code of this jurisdiction.

SECTION 105: SITE PLANS AND CONSTRUCTION DOCUMENTS

105.1 Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of these regulations shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations when necessary for review of the proposed development. For buildings that are located in more than one flood hazard area, the elevation and provisions associated with the most restrictive flood hazard area shall apply.
- (2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 105.2.
- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 105.2(3) of these regulations.
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas and Coastal A zones, new buildings shall be located landward of the reach of mean high tide.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose. The applicant shall provide an engineering certification confirming that the proposal meets the flood storage displacement limitations of N.J.A.C. 7:13.
- (7) Extent of any proposed alteration of sand dunes.
- (8) Existing and proposed alignment of any proposed alteration of a watercourse.
- (9) Flood proofing certifications, V Zone and Breakaway Wall Certifications, Operations and Maintenance Plans, Warning and Evacuation Plans and other documentation required pursuant to FEMA publications.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by these regulations but that are not required to be prepared by a registered design professional when it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance.

105.2 Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the effective or preliminary FIRM and base flood elevation data have not been provided, the applicant shall consult with the Floodplain Administrator to determine whether to:

- (1) Use the Approximation Method (Method 5) described in N.J.A.C. 7:13 in conjunction with Appendix 1 of the FHACA to determine the required flood elevation.
- (2) Obtain, review, and reasonably utilize data available from a Federal, State or other source when those data are deemed acceptable to the Floodplain Administrator to reasonably reflect flooding conditions.
- (3) Determine the base flood elevation in accordance with accepted hydrologic and hydraulic engineering techniques according to Method 6 as described in N.J.A.C. 7:13. Such analyses shall be performed and sealed by a licensed professional engineer.

Studies, analyses, and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator prior to floodplain development permit issuance. The accuracy of data submitted for such determination shall be the responsibility of the applicant. Where the data are to be used to support a Letter of Map Change (LOMC) from FEMA, the applicant shall be responsible for satisfying the submittal requirements and pay the processing fees.

105.3 Analyses and certifications by a Licensed Professional Engineer. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a licensed professional engineer for submission with the site plan and construction documents:

(1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 105.4 of these regulations and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.

(2) For development activities proposed to be located in a riverine flood hazard area where base flood elevations are included in the FIS or FIRM but floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments will not increase the base flood elevation more than 0.2 feet at any point within the jurisdiction. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained, neither increasing nor decreasing the channel's flood-carrying capacity. The applicant shall submit the analysis to FEMA as specified in Section 105.4 of these regulations. The applicant shall notify the chief executive officer of all affected adjacent jurisdictions, the NJDEP's Bureau of Flood Engineering and the Division of Land Resource Protection; and shall provide documentation of such notifications.

(4) For analyses performed using Methods 5 and 6 (as described in N.J.A.C. 7:13) in flood hazard zones without base flood elevations (approximate A zones).

105.4 Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change (LOMC) from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

SECTION 106: INSPECTIONS

106.1 General. Development for which a permit is required shall be subject to inspection. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of these regulations or the building code. Inspections presuming to give authority to violate or cancel the provisions of these regulations or the building code or other ordinances shall not be valid.

106.2 Inspections of development. The Floodplain Administrator shall inspect all development in flood hazard areas authorized by issuance of permits under these regulations. The Floodplain Administrator shall inspect flood hazard areas from time to time to determine if development is undertaken without issuance of a permit.

106.3 Buildings and structures. The Construction Official shall make or cause to be made, inspections for buildings and structures in flood hazard areas authorized by permit in accordance with the Uniform Construction Code, N.J.A.C. 5:23.

- 1) **Lowest floor elevation.** Upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in Section 801.2 shall be submitted to the Construction Official on an Elevation Certificate.
- 2) **Lowest horizontal structural member.** In V zones and Coastal A zones, as applicable, upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in Section 801.2 shall be submitted to the Construction Official on an Elevation Certificate.
- 3) **Installation of attendant utilities** (electrical, heating, ventilating, air-conditioning, and other service equipment) and sanitary facilities elevated as discussed in Section 801.2.
- 4) **Final inspection.** Prior to the final inspection, certification of the elevation required in Section 801.2 shall be submitted to the Construction Official on an Elevation Certificate.

106.4 Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of these regulations and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted on an Elevation Certificate to the Floodplain Administrator prior to the final inspection.

SECTION 107: VARIANCES

107.1 General. The **Joint Planning and Zoning Board** shall hear and decide requests for variances. The **Joint Planning and Zoning Board** shall base its determination on technical justifications submitted by applicants, the considerations for issuance in Section 107.5, the conditions of issuance set forth in Section 107.6, and the comments and recommendations of the Floodplain Administrator and, as applicable, the

Construction Official. The **Joint Planning and Zoning Board** has the right to attach such conditions to variances as it deems necessary to further the purposes and objectives of these regulations.

107.2 Historic structures. A variance to the substantial improvement requirements of this ordinance is authorized provided that the repair or rehabilitation of a historic structure is completed according to N.J.A.C. 5:23-6.33, Section 1612 of the International Building Code and R322 of the International Residential Code, the repair or rehabilitation will not preclude the structure's continued designation as a historic structure, the structure meets the definition of the historic structure as described by this ordinance, and the variance is the minimum necessary to preserve the historic character and design of the structure.

107.3 Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use provided the variance is the minimum necessary to allow the construction or substantial improvement, and that all due consideration has been given to use of methods and materials that minimize flood damage during the base flood and create no additional threats to public safety.

107.4 Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway when any increase in flood levels would result during the base flood discharge, as evidenced by the applicable analysis and certification required in Section 105.3(1) of these regulations.

107.5 Considerations. In reviewing requests for variances, all technical evaluations, all relevant factors, all other portions of these regulations, and the following shall be considered:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage.
- (2) The danger to life and property due to flooding or erosion damage.
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners.
- (4) The importance of the services provided by the proposed development to the community.
- (5) The availability of alternate locations for the proposed development that are not subject to flooding or erosion and the necessity of a waterfront location, where applicable.
- (6) The compatibility of the proposed development with existing and anticipated development.
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for that area.
- (8) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwater and the effects of wave action, where applicable, expected at the site.
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets, and bridges.

107.6 Conditions for issuance. Variances shall only be issued upon:

- (1) Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration or topography of the site limit compliance with any provision of these regulations or renders the elevation standards of the building code inappropriate.
- (2) A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable.
- (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.
- (4) A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (5) Notification to the applicant in writing over the signature of the Floodplain Administrator that the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and that such construction below the base flood level increases risks to life and property.

SECTION 108: VIOLATIONS

108.1 Violations. Any development in any flood hazard area that is being performed without an issued permit or that is in conflict with an issued permit shall be deemed a violation. A building or structure without the documentation of elevation of the lowest floor, the lowest horizontal structural member if in a V or Coastal A Zone, as applicable, other required design certifications, or other evidence of compliance required by the building code is presumed to be a violation until such time as that documentation is provided.

108.2 Authority. The Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of property involved, to the owner's agent, or to the person or persons doing the work for development that is not within the scope of the Uniform Construction Code, but is regulated by these regulations and that is determined to be a violation.

108.3 Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by N.J.S.A. 40:49-5 as appropriate.

108.4 Review Period to Correct Violations. A 30-day period shall be given to the property owner as an opportunity to cure or abate the condition. The property owner shall also be afforded an opportunity for a hearing before the court for an independent determination concerning the violation. Subsequent to the expiration of the 30-day period, a fine greater than \$1,250.00 may be imposed if a court has not determined otherwise or, upon reinspection of the property, it is determined that the abatement has not been substantially completed.

SECTION 201: DEFINITIONS

201.1 General. The following words and terms shall, for the purposes of these regulations, have the meanings shown herein. Other terms are defined in the Uniform Construction Code N.J.A.C. 5:23 and terms are defined where used in the International Residential Code and International Building Code (rather than in the definitions section). Where terms are not defined, such terms shall have ordinarily accepted meanings such as the context implies.

201.2 Definitions

30 DAY PERIOD – The period of time prescribed by N.J.S.A. 40:49-5 in which a property owner is afforded the opportunity to correct zoning and solid waste disposal after a notice of violation pertaining to this ordinance has been issued.

100 YEAR FLOOD ELEVATION – Elevation of flooding having a 1% annual chance of being equaled or exceeded in a given year which is also referred to as the Base Flood Elevation.

500 YEAR FLOOD ELEVATION – Elevation of flooding having a 0.2% annual chance of being equaled or exceeded in a given year.

A ZONES – Areas of ‘Special Flood Hazard in which the elevation of the surface water resulting from a flood that has a 1% annual chance of equaling or exceeding the Base Flood Elevation (BFE) in any given year shown on the Flood Insurance Rate Map (FIRM) zones A, AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1– A30, AR/AH, and AR/AO. When used in reference to the development of a structure in this ordinance, A Zones are not inclusive of Coastal A Zones because of the higher building code requirements for Coastal A Zones.

AH ZONES– Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are between one and three feet. Base Flood Elevations (BFEs) derived from detailed hydraulic analyses are shown in this zone.

AO ZONES – Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one and three feet. –

ACCESSORY STRUCTURE – Accessory structures are also referred to as appurtenant structures. An accessory structure is a structure which is on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For example, a residential structure may have a detached garage or storage shed for garden tools as accessory structures. Other examples of accessory structures include gazebos, picnic pavilions, boathouses, small pole barns, storage sheds, and similar buildings.

AGRICULTURAL STRUCTURE - A structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Communities must require that new construction or substantial improvements of agricultural structures be elevated or floodproofed to or above the Base Flood Elevation (BFE) as any other nonresidential building. Under some circumstances it may be appropriate to wet-flood proof certain types of agricultural structures when located in wide, expansive floodplains through issuance of a variance. This should only be done for structures used for temporary storage of equipment or crops or temporary shelter for livestock and only in circumstances where it can be demonstrated that agricultural structures can be designed in such a manner that results in minimal damage to the structure and its contents and will create no additional threats to public safety. New construction or substantial improvement of livestock confinement buildings, poultry houses, dairy operations, similar livestock operations and any structure that represents more than a minimal investment must meet the elevation or dry-flood proofing requirements of 44 CFR 60.3(c)(3).

AREA OF SHALLOW FLOODING – A designated Zone AO, AH, AR/AO or AR/AH (or VO) on a community’s Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. **AREA OF SPECIAL FLOOD HAZARD** – see SPECIAL FLOOD HAZARD AREA

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ALTERATION OF A WATERCOURSE – A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

ASCE 7 – The standard for the Minimum Design Loads for Buildings and Other Structures, referenced by the building code and developed and published by the American Society of Civil Engineers, Reston, VA. which includes but is not limited to methodology and equations necessary for determining structural and flood-related design requirements and determining the design requirements for structures that may experience a combination of loads including those from natural hazards. Flood related equations include those for determining erosion, scour, lateral, vertical, hydrostatic, hydrodynamic, buoyancy, breaking wave, and debris impact.

ASCE 24 – The standard for Flood Resistant Design and Construction, referenced by the building code and developed and published by the American Society of Civil Engineers, Reston, VA. References to ASCE 24 shall mean ASCE 24-14 or the most recent version of ASCE 24 adopted in the UCC Code [N.J.A.C. 5:23].

BASE FLOOD ELEVATION (BFE) – The water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year, as shown on a published Flood Insurance Study (FIS), or preliminary flood elevation guidance from FEMA. May also be referred to as the “100-year flood elevation”.

BASEMENT – Any area of the building having its floor subgrade (below ground level) on all sides.

BEST AVAILABLE FLOOD HAZARD DATA - The most recent available preliminary flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BEST AVAILABLE FLOOD HAZARD DATA AREA - The areal mapped extent associated with the most recent available preliminary flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BEST AVAILABLE FLOOD HAZARD DATA ELEVATION - The most recent available preliminary flood elevation guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BREAKAWAY WALLS – Any type of wall subject to flooding that is not required to provide structural support to a building or other structure and that is designed and constructed such that, below the Local Design Flood Elevation, it will collapse under specific lateral loads such that (1) it allows the free passage of floodwaters, and (2) it does not damage the structure or supporting foundation system. Certification in the V Zone Certificate of the design, plans, and specifications by a licensed design professional that these walls are in accordance with accepted standards of practice is required as part of the permit application for new and substantially improved V Zone and Coastal A Zone structures, as applicable. A completed certification must be submitted at permit application.

BUILDING – Per the FHACA, “Building” means a structure enclosed with exterior walls or fire walls, erected and framed of component structural parts, designed for the housing, shelter, enclosure, and support of individuals, animals, or property of any kind. A building may have a temporary or permanent foundation. A building that is intended for regular human occupation and/or residence is considered a habitable building.

CONDITIONAL LETTER OF MAP REVISION - A Conditional Letter of Map Revision (CLOMR) is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review that is described in the Letter of Map Change (LOMC) process. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

CONDITIONAL LETTER OF MAP REVISION - FILL -- A Conditional Letter of Map Revision - Fill (CLOMR-F) is FEMA's comment on a proposed project involving the placement of fill outside of the regulatory floodway that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review that is described in the Letter of Map Change (LOMC) process. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

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CRITICAL BUILDING – Per the FHACA, “Critical Building” means that:

- a. It is essential to maintaining continuity of vital government operations and/or supporting emergency response, sheltering, and medical care functions before, during, and after a flood, such as a hospital, medical clinic, police station, fire station, emergency response center, or public shelter; or
- b. It serves large numbers of people who may be unable to leave the facility through their own efforts, thereby hindering or preventing safe evacuation of the building during a flood event, such as a school, college, dormitory, jail or detention facility, day care center, assisted living facility, or nursing home.

DEVELOPMENT – Any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of materials, mining, dredging, filling, grading, paving, excavations, drilling operations and other land-disturbing activities.

DRY FLOODPROOFING – A combination of measures that results in a non-residential structure, including the attendant utilities and equipment as described in the latest version of ASCE 24, being watertight with all elements substantially impermeable and with structural components having the capacity to resist flood loads.

ELEVATED BUILDING – A building that has no basement and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns. Solid perimeter foundations walls are not an acceptable means of elevating buildings in V and VE Zones.

ELEVATION CERTIFICATE – An administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support an application for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

ENCROACHMENT – The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

FEMA PUBLICATIONS – Any publication authored or referenced by FEMA related to building science, building safety, or floodplain management related to the National Flood Insurance Program. Publications shall include but are not limited to technical bulletins, desk references, and American Society of Civil Engineers Standards documents including ASCE 24.

FLOOD OR FLOODING

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 1. The overflow of inland or tidal waters.
 2. The unusual and rapid accumulation or runoff of surface waters from any source.
 3. Mudslides (I.e. mudflows) which are proximately caused by flooding as defined in (a) (2) of this definition and are akin to a river or liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

FLOOD HAZARD AREA DESIGN FLOOD ELEVATION – Per the FHACA, the peak water surface elevation that will occur in a water during the flood hazard area design flood. This elevation is determined via available flood mapping adopted by the State, flood mapping published by FEMA (including effective flood mapping dated on or after January 31, 1980, or any more recent advisory, preliminary, or pending flood mapping; whichever results in higher flood elevations, wider floodway limits, greater flow rates, or indicates a change from an A zone to a V zone or coastal A zone, as applicable), approximation, or calculation pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-3.1 – 3.6 and is typically higher than FEMA’s base flood elevation. A water that has a drainage area measuring less than 50 acres does not possess, and is not assigned, a flood hazard area design flood elevation.

FLOOD INSURANCE RATE MAP (FIRM) – The official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) – The official report in which the Federal Emergency Management Agency has provided flood profiles, as well as the Flood Insurance Rate Map(s) and the water surface elevation of the base flood.

FLOODPLAIN OR FLOOD PRONE AREA – Any land area susceptible to being inundated by water from any source. See "Flood or flooding."

FLOODPLAIN MANAGEMENT REGULATIONS – Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power. The term describes such State or local

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regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOODPROOFING – Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

FLOODPROOFING CERTIFICATE – Certification by a licensed design professional that the design and methods of construction for floodproofing a non-residential structure are in accordance with accepted standards of practice to a proposed height above the structure's lowest adjacent grade that meets or exceeds the Local Design Flood Elevation. A completed floodproofing certificate is required at time of application for building permit.

FLOODWAY – The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than 0.2 foot.

FREEBOARD – A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

FUNCTIONALLY DEPENDENT USE – A use that cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities necessary for the loading or unloading of cargo or passengers, and shipbuilding and ship repair facilities. The term does not include long-term storage or related manufacturing facilities.

HABITABLE BUILDING– Pursuant to the FHACA Rules (N.J.A.C. 7:13), means a building that is intended for regular human occupation and/or residence. Examples of a habitable building include a single-family home, duplex, multi-residence building, or critical building; a commercial building such as a retail store, restaurant, office building, or gymnasium; an accessory structure that is regularly occupied, such as a garage, barn, or workshop; mobile and manufactured homes, and trailers intended for human residence, which are set on a foundation and/or connected to utilities, such as in a mobile home park (not including campers and recreational vehicles); and any other building that is regularly occupied, such as a house of worship, community center, or meeting hall, or animal shelter that includes regular human access and occupation. Examples of a non-habitable building include a bus stop shelter, utility building, storage shed, self-storage unit, construction trailer, or an individual shelter for animals such as a doghouse or outdoor kennel.

HARDSHIP – As related to Section 107 of this ordinance, meaning the exceptional hardship that would result from a failure to grant the requested variance. The **Joint Planning and Zoning Board** require that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed or existing walls of a structure.

HISTORIC STRUCTURE – Any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a State inventory of historic places in States with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 1. By an approved State program as determined by the Secretary of the Interior; or
 2. Directly by the Secretary of the Interior in States without approved programs.

LAWFULLY EXISTING – Per the FHACA, means an existing fill, structure and/or use, which meets all Federal, State, and local laws, and which is not in violation of the FHACA because it was established:

- a. Prior to January 31, 1980; or
- b. On or after January 31, 1980, in accordance with the requirements of the FHACA as it existed at the time the fill, structure and/or use was established.

Note: Substantially damaged properties and substantially improved properties that have not been elevated are not considered "lawfully existing" for the purposes of the NFIP. This definition is

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included in this ordinance to clarify the applicability of any more stringent statewide floodplain management standards required under the FHACA.

LETTER OF MAP AMENDMENT - A Letter of Map Amendment (LOMA) is an official amendment, by letter, to an effective National Flood Insurance Program (NFIP) map that is requested through the Letter of Map Change (LOMC) process. A LOMA establishes a property's location in relation to the Special Flood Hazard Area (SFHA). LOMAs are usually issued because a property has been inadvertently mapped as being in the floodplain but is actually on natural high ground above the base flood elevation. Because a LOMA officially amends the effective NFIP map, it is a public record that the community must maintain. Any LOMA should be noted on the community's master flood map and filed by panel number in an accessible location.

LETTER OF MAP CHANGE – The Letter of Map Change (LOMC) process is a service provided by FEMA for a fee that allows the public to request a change in flood zone designation in an Area of Special Flood Hazard on an Flood Insurance Rate Map (FIRM). Conditional Letters of Map Revision, Conditional Letters of Map Revision – Fill, Letters of Map Revision, Letters of Map Revision-Fill, and Letters of Map Amendment are requested through the Letter of Map Change (LOMC) process.

LETTER OF MAP REVISION - A Letter of Map Revision (LOMR) is FEMA's modification to an effective Flood Insurance Rate Map (FIRM). Letter of Map Revisions are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM or FIS report. Because a LOMR officially revises the effective NFIP map, it is a public record that the community must maintain. Any LOMR should be noted on the community's master flood map and filed by panel number in an accessible location.

LETTER OF MAP REVISION – FILL -- A Letter of Map Revision Based on Fill (LOMR-F) is FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway may be initiated through the Letter of Map Change (LOMC) Process. Because a LOMR-F officially revises the effective Flood Insurance Rate Map (FIRM) map, it is a public record that the community must maintain. Any LOMR-F should be noted on the community's master flood map and filed by panel number in an accessible location.

LICENSED DESIGN PROFESSIONAL – Licensed design professional shall refer to either a New Jersey Licensed Professional Engineer, licensed by the New Jersey State Board of Professional Engineers and Land Surveyors or a New Jersey Licensed Architect, licensed by the New Jersey State Board of Architects.

LICENSED PROFESSIONAL ENGINEER - A licensed professional engineer shall refer to individuals licensed by the New Jersey State Board of Professional Engineers and Land Surveyors.

LOCAL DESIGN FLOOD ELEVATION (LDFE) – The elevation reflective of the most recent available preliminary flood elevation guidance FEMA has provided as depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM which is also inclusive of freeboard specified by the New Jersey Flood Hazard Area Control Act and Uniform Construction Codes and any additional freeboard specified in a community's ordinance. In no circumstances shall a project's LDFE be lower than a permit-specified Flood Hazard Area Design Flood Elevation or a valid NJDEP Flood Hazard Area Verification Letter plus the freeboard as required in ASCE 24 and the effective FEMA Base Flood Elevation.

LOWEST ADJACENT GRADE – The lowest point of ground, patio, or sidewalk slab immediately next a structure, except in AO Zones where it is the natural grade elevation.

LOWEST FLOOR – In A Zones, the lowest floor is the top surface of the lowest floor of the lowest enclosed area (including basement). In V Zones and coastal A Zones, as applicable, the bottom of the lowest horizontal structural member of a building is the lowest floor. An unfinished or flood resistant enclosure, usable solely for the parking of vehicles, building access or storage in an area other than a basement is not considered a building's lowest floor provided that such enclosure is not built so as to render the structure in violation of other applicable non-elevation design requirements of these regulations.

MANUFACTURED HOME – A structure that is transportable in one or more sections, eight (8) feet or more in width and greater than four hundred (400) square feet, built on a permanent chassis, designed for use with or without a permanent foundation when attached to the required utilities, and constructed to the Federal Manufactured Home Construction and Safety Standards and rules and regulations promulgated by the U.S. Department of Housing and Urban Development. The term also includes mobile homes, park trailers, travel trailers and similar transportable structures that are placed on a site for 180 consecutive days or longer.

MANUFACTURED HOME PARK OR SUBDIVISION – A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

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MARKET VALUE – The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in these regulations, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value shall be determined by one of the following methods (1) Actual Cash Value (replacement cost depreciated for age and quality of construction), (2) tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser, or (3) established by a qualified independent appraiser.

NEW CONSTRUCTION – Structures for which the start of construction commenced on or after the effective date of the first floodplain regulation adopted by a community; includes any subsequent improvements to such structures. New construction includes work determined to be a substantial improvement.

NON-RESIDENTIAL – Pursuant to ASCE 24, any building or structure or portion thereof that is not classified as residential.

ORDINARY MAINTENANCE AND MINOR WORK – This term refers to types of work excluded from construction permitting under N.J.A.C. 5:23 in the March 5, 2018 New Jersey Register. Some of these types of work must be considered in determinations of substantial improvement and substantial damage in regulated floodplains under 44 CFR 59.1. These types of work include but are not limited to replacements of roofing, siding, interior finishes, kitchen cabinets, plumbing fixtures and piping, HVAC and air conditioning equipment, exhaust fans, built in appliances, electrical wiring, etc. Improvements necessary to correct existing violations of State or local health, sanitation, or code enforcement officials which are the minimum necessary to assure safe living conditions and improvements of historic structures as discussed in 44 CFR 59.1 shall not be included in the determination of ordinary maintenance and minor work.

RECREATIONAL VEHICLE – A vehicle that is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled or permanently towable by a light-duty truck, and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

REPETITIVE LOSS – any flood-related damage sustained by a structure on two separate occasions during a 10 year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

RESIDENTIAL – Pursuant to the ASCE 24:

- a. Buildings and structures and portions thereof where people live or that are used for sleeping purposes on a transient or non-transient basis;
- b. Structures including but not limited to one- and two-family dwellings, townhouses, condominiums, multi-family dwellings, apartments, congregate residences, boarding houses, lodging houses, rooming houses, hotels, motels, apartment buildings, convents, monasteries, dormitories, fraternity houses, sorority houses, vacation time-share properties; and
- c. institutional facilities where people are cared for or live on a 24-hour basis in a supervised environment, including but not limited to board and care facilities, assisted living facilities, halfway houses, group homes, congregate care facilities, social rehabilitation facilities, alcohol and drug centers, convalescent facilities, hospitals, nursing homes, mental hospitals, detoxification facilities, prisons, jails, reformatories, detention centers, correctional centers, and prerelease centers.

SOLID WASTE DISPOSAL – “Solid Waste Disposal” shall mean the storage, treatment, utilization, processing or final disposition of solid waste as described in N.J.A.C. 7:26-1.6 or the storage of unsecured materials as described in N.J.A.C. 7:13-2.3 for a period of greater than 6 months as specified in N.J.A.C. 7:26 which have been discharged, deposited, injected, dumped, spilled, leaked, or placed into any land or water such that such solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

SPECIAL FLOOD HAZARD AREA – The greater of the following: (1) Land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year, shown on the FIRM as Zone V, VE, V1-3-, A, AO, A1-30, AE, A99, or AH; (2) Land and the space above that land, which lies below the peak water surface elevation of the flood hazard area design flood for a particular water, as determined using the methods set forth in the New Jersey Flood Hazard Area Control Act in N.J.A.C. 7:13; (3) Riparian Buffers as determined in the New Jersey Flood Hazard Area Control Act in N.J.A.C. 7:13. Also referred to as the AREA OF SPECIAL FLOOD HAZARD.

START OF CONSTRUCTION – The **Start of Construction** is as follows:

- a. **For other than new construction or substantial improvements, under the** Coastal Barrier Resources Act (CBRA), this is the date the building permit was issued, provided that the actual start of construction, repair, rehabilitation, addition, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a building on site, such as the pouring of a slab or footing, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured (mobile) home on a foundation. For a substantial

improvement, actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

- b. For the purposes of determining whether proposed construction must meet new requirements when National Flood Insurance Program (NFIP) maps are issued or revised and Base Flood Elevation's (BFEs) increase or zones change, the Start of Construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. Such development must also be permitted and must meet new requirements when National Flood Insurance Program (NFIP) maps are issued or revised and Base Flood Elevation's (BFEs) increase or zones change.

For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

For determining if new construction and substantial improvements within the Coastal Barrier Resources System (CBRS) can obtain flood insurance, a different definition applies.

STRUCTURE – A walled and roofed building, a manufactured home, or a gas or liquid storage tank that is principally above ground.

SUBSTANTIAL DAMAGE – Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT – Any reconstruction, rehabilitation, addition, or other improvement of a structure taking place the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. This term also includes structures which have incurred “repetitive loss” or “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of State or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to assure safe living conditions; or
- b. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

UTILITY AND MISCELLANEOUS GROUP U BUILDINGS AND STRUCTURES – Buildings and structures of an accessory character and miscellaneous structures not classified in any special occupancy, as described in ASCE 24.

VARIANCE – A grant of relief from the requirements of this section which permits construction in a manner otherwise prohibited by this section where specific enforcement would result in unnecessary hardship.

VIOLATION – A development that is not fully compliant with these regulations or the flood provisions of the building code. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION – the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

WATERCOURSE – A river, creek, stream, channel, or other topographic feature in, on, through, or over which water flows at least periodically.

WET FLOODPROOFING – Floodproofing method that relies on the use of flood damage resistant materials and construction techniques in areas of a structure that are below the Local Design Flood Elevation by intentionally allowing them to flood. The application of wet floodproofing as a flood protection technique under the National Flood Insurance Program (NFIP) is limited to enclosures below elevated residential and non-residential structures and to accessory and agricultural structures that have been issued variances by the community.

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Page 22**SECTION 301: SUBDIVISIONS AND OTHER DEVELOPMENTS**

301.1 General. Any subdivision proposal, including proposals for manufactured home parks and subdivisions, or other proposed new development in a flood hazard area shall be reviewed to assure that:

- (1) All such proposals are consistent with the need to minimize flood damage.
- (2) All public utilities and facilities, such as sewer, gas, electric and water systems are located and constructed to minimize or eliminate flood damage.
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwater around and away from structures.

301.2 Subdivision requirements. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) The flood hazard area, including floodways, coastal high hazard areas, and Coastal A Zones, and base flood elevations, as appropriate, shall be delineated on tentative subdivision plats.
- (2) Residential building lots shall be provided with adequate buildable area outside the floodway.
- (3) The design criteria for utilities and facilities set forth in these regulations and appropriate codes shall be met.

SECTION 401: SITE IMPROVEMENT

401.1 Encroachment in floodways. Development, land disturbing activity, and encroachments in floodways shall not be authorized unless it has been demonstrated through hydrologic and hydraulic analyses required in accordance with Section 105.3(1) of these regulations, that the proposed encroachment will not result in any increase in the base flood level during occurrence of the base flood discharge. If Section 105.3(1) is satisfied, proposed elevation, addition, or reconstruction of a lawfully existing structure within a floodway shall also be in accordance with Section 801.2 of this ordinance and the floodway requirements of N.J.A.C. 7:13.

401.1.1 Prohibited in floodways. The following are prohibited activities:

- (1) The storage of unsecured materials is prohibited within a floodway pursuant to N.J.A.C. 7:13.
- (2) Fill and new structures are prohibited in floodways per N.J.A.C. 7:13.

401.2 Sewer facilities. All new and replaced sanitary sewer facilities, private sewage treatment plants (including all pumping stations and collector systems) and on-site waste disposal systems shall be designed in accordance with the New Jersey septic system regulations contained in N.J.A.C. 14A and N.J.A.C. 7:9A, the UCC Plumbing Subcode (N.J.A.C. 5:23) and Chapter 7, ASCE 24, to minimize or eliminate infiltration of floodwater into the facilities and discharge from the facilities into flood waters, or impairment of the facilities and systems.

401.3 Water facilities. All new and replacement water facilities shall be designed in accordance with the New Jersey Safe Drinking Water Act (N.J.A.C. 7:10) and the provisions of Chapter 7 ASCE 24, to minimize or eliminate infiltration of floodwater into the systems.

401.4 Storm drainage. Storm drainage shall be designed to convey the flow of surface waters to minimize or eliminate damage to persons or property.

401.5 Streets and sidewalks. Streets and sidewalks shall be designed to minimize potential for increasing or aggravating flood levels.

401.6 Limitations on placement of fill. Subject to the limitations of these regulations, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwater, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, when intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the UCC (N.J.A.C. 5:23). Proposed fill and encroachments in flood hazard areas shall comply with the flood storage displacement limitations of N.J.A.C. 7:13.

401.7 Hazardous Materials. The placement or storage of any containers holding hazardous substances in a flood hazard area is prohibited unless the provisions of N.J.A.C. 7:13 which cover the placement of hazardous substances and solid waste is met.

SECTION 501: MANUFACTURED HOMES

501.1 General. All manufactured homes installed in flood hazard areas shall be installed pursuant to the Nationally Preemptive Manufactured Home Construction and Safety Standards Program (24 CFR 3280).

501.2 Elevation. All new, relocated, and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be elevated such that the bottom of the frame is elevated to or above the elevation specified in Section 801.2.

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501.3 Foundations. All new, relocated, and replacement manufactured homes, including substantial improvement of existing manufactured homes, shall be placed on foundations as specified by the manufacturer only if the manufacturer's installation instructions specify that the home has been designed for flood-resistant considerations and provides the conditions of applicability for velocities, depths, or wave action as required by 24 CFR Part 3285-302. The Floodplain Administrator is authorized to determine whether the design meets or exceeds the performance necessary based upon the proposed site location conditions as a precondition of issuing a flood damage prevention permit. If the Floodplain Administrator determines that the home's performance standards will not withstand the flood loads in the proposed location, the applicant must propose a design certified by a New Jersey licensed design professional and in accordance with 24 CFR 3285.301 (c) and (d) which conforms with ASCE 24, the accepted standard of engineering practice for flood resistant design and construction.

501.4 Anchoring. All new, relocated, and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

501.5 Enclosures. Fully enclosed areas below elevated manufactured homes shall comply with the requirements of Section 801.2.

501.6 Protection of mechanical equipment and outside appliances. Mechanical equipment and outside appliances shall be elevated to or above the elevation of the bottom of the frame required in Section 801.2 of these regulations.

Exception. Where such equipment and appliances are designed and installed to prevent water from entering or accumulating within their components and the systems are constructed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding up to the elevation required by Section 801.2, the systems and equipment shall be permitted to be located below that elevation. Electrical wiring systems shall be permitted below the design flood elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

SECTION 601: RECREATIONAL VEHICLES

601.1 Placement prohibited. The placement of recreational vehicles shall not be authorized in coastal high hazard areas and in floodways.

601.2 Temporary placement. Recreational vehicles in flood hazard areas shall be fully licensed and ready for highway use and shall be placed on a site for less than 180 consecutive days.

601.3 Permanent placement. Recreational vehicles that are not fully licensed and ready for highway use, or that are to be placed on a site for more than 180 consecutive days, shall meet the requirements of Section 801.2 for habitable buildings and Section 501.3.

SECTION 701: TANKS

701.1 Tanks. Underground and above-ground tanks shall be designed, constructed, installed, and anchored in accordance with ASCE 24 and N.J.A.C. 7:13.

SECTION 801: OTHER DEVELOPMENT AND BUILDING WORK

801.1 General requirements for other development and building work. All development and building work, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in these regulations or the Uniform Construction Code (N.J.A.C. 5:23), shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of Section 105.3(1) of this ordinance when located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic and hydrodynamic loads, including the effects of buoyancy, during the conditions of flooding up to the Local Design Flood Elevation determined according to Section 102.3;
- (4) Be constructed of flood damage-resistant materials as described in ASCE 24 Chapter 5;
- (5) Have mechanical, plumbing, and electrical systems above the Local Design Flood Elevation determined according to Section 102.3 or meet the requirements of ASCE 24 Chapter 7 which requires that attendant utilities are located above the Local Design Flood Elevation unless the attendant utilities and equipment are:
 - i. Specifically allowed below the Local Design Flood Elevation; and
 - ii. Designed, constructed, and installed to prevent floodwaters, including any backflow through the system from entering or accumulating within the components.
- (6) Not exceed the flood storage displacement limitations in fluvial flood hazard areas in accordance with N.J.A.C. 7:13; and
- (7) Not exceed the impacts to frequency or depth of offsite flooding as required by N.J.A.C. 7:13 in floodways.

801.2 Requirements for Habitable Buildings and Structures.

Construction and Elevation in A Zones not including Coastal A Zones.

- a. No portion of a building is located within a V Zone.
- b. No portion of a building is located within a Coastal A Zone, unless a licensed design professional certifies that the building's foundation is designed in accordance with ASCE 24, Chapter 4.
- c. All new construction and substantial improvement of any habitable building (as defined in Section 201) located in flood hazard areas shall have the lowest floor, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in Section 102.3, be in conformance with ASCE Chapter 7, and be confirmed by an Elevation Certificate.
- d. All new construction and substantial improvements of non-residential structures shall:
 - i. Have the lowest floor, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in Section 102.3, be in conformance with ASCE Chapter 7, and be confirmed by an Elevation Certificate; or
 - ii. Together with the attendant utility and sanitary facilities, be designed so that below the Local Design Flood Elevation, the structure:
 1. Meets the requirements of ASCE 24 Chapters 2 and 7; and
 2. Is constructed according to the design plans and specifications provided at permit application and signed by a licensed design professional, is certified by that individual in a Floodproofing Certificate, and is confirmed by an Elevation Certificate.
- e. All new construction and substantial improvements with fully enclosed areas below the lowest floor shall be used solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding. Enclosures shall:
 - i. For habitable structures, be situated at or above the adjoining exterior grade along at least one entire exterior wall, in order to provide positive drainage of the enclosed area in accordance with N.J.A.C. 7:13; enclosures (including crawlspaces and basements) which are below grade on all sides are prohibited;
 - ii. Be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters unless the structure is non-residential and the requirements of 801.2.1(d)ii are met;
 - iii. Be constructed to meet the requirements of ASCE 24 Chapter 2;
 - iv. Have openings documented on an Elevation Certificate; and
 - v. Have documentation that a deed restriction has been obtained for the lot if the enclosure is greater than six feet in height. This deed restriction shall be recorded in the Office of the County Clerk or the Registrar of Deeds and Mortgages in which the building is located, shall conform to the requirements in N.J.A.C.7:13, and shall be recorded within 90 days of receiving a Flood Hazard Area Control Act permit or prior to the start of any site disturbance (including pre-construction earth movement, removal of vegetation and structures, or construction of the project), whichever is sooner. Deed restrictions must explain and disclose that:
 1. The enclosure is likely to be inundated by floodwaters which may result in damage and/or inconvenience.
 2. The depth of flooding that the enclosure would experience to the Flood Hazard Area Design Flood Elevation;
 3. The deed restriction prohibits habitation of the enclosure and explains that converting the enclosure into a habitable area may subject the property owner to enforcement;

801.3 Garages and accessory storage structures. Garages and accessory storage structures shall be designed and constructed in accordance with the Uniform Construction Code.

801.4 Fences. Fences in floodways that have the potential to block the passage of floodwater, such as stockade fences and wire mesh fences, shall meet the requirements of Section 105.3(1) of these regulations. Pursuant to N.J.A.C. 7:13, any fence located in a floodway shall have sufficiently large openings so as not to catch debris during a flood and thereby obstruct floodwaters, such as barbed-wire, split-rail, or strand fence. A fence with little or no open area, such as a chain link, lattice, or picket fence, does not meet this requirement. Foundations for fences greater than 6 feet in height must conform with the Uniform Construction Code. Fences for pool enclosures having openings not in conformance with this section but in conformance with the Uniform Construction Code to limit climbing require a variance as described in Section 107 of this ordinance.

801.5 Retaining walls, sidewalks, and driveways. Retaining walls, sidewalks and driveways that involve placement of fill in floodways shall meet the requirements of Section 105.3(1) of these regulations and N.J.A.C. 7:13.

801.6 Swimming pools. Swimming pools shall be designed and constructed in accordance with the Uniform Construction Code. Above-ground swimming pools and below-ground swimming pools that involve placement of fill in floodways shall also meet the requirements of Section 105.3(1) of these regulations. Above-ground swimming pools are prohibited in floodways by N.J.A.C. 7:13.

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Page 25**801.7 Roads and watercourse crossings.**

- (1) For any railroad, roadway, or parking area proposed in a flood hazard area, the travel surface shall be constructed at least one foot above the Flood Hazard Area Design Elevation in accordance with N.J.A.C. 7:13.
- (2) Roads and watercourse crossings that encroach into regulated floodways or riverine waterways with base flood elevations where floodways have not been designated, including roads, bridges, culverts, low- water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, shall meet the requirements of Section 105.3(1) of these regulations.

SECTION 901: TEMPORARY STRUCTURES AND TEMPORARY STORAGE

901.1 Temporary structures. Temporary structures shall be erected for a period of less than 180 days. Temporary structures shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the base flood. Fully enclosed temporary structures shall have flood openings that are in accordance with ASCE 24 to allow for the automatic entry and exit of flood waters.

901.2 Temporary storage. Temporary storage includes storage of goods and materials for a period of less than 180 days. Stored materials shall not include hazardous materials.

901.3 Floodway encroachment. Temporary structures and temporary storage in floodways shall meet the requirements of Section 105.3(1) of these regulations.

SECTION 1001: UTILITY AND MISCELLANEOUS GROUP U

1001.1 Utility and Miscellaneous Group U. In accordance with Section 312 of the International Building Code, Utility and Miscellaneous Group U includes buildings and structures that are accessory in character and miscellaneous structures not classified in any specific occupancy in the Building Code, including, but not limited to, agricultural buildings, aircraft hangars (accessory to a one- or two-family residence), barns, carports, communication equipment structures (gross floor area less than 1,500 sq. ft.), fences more than 6 feet (1829 mm) high, grain silos (accessory to a residential occupancy), livestock shelters, private garages, retaining walls, sheds, stables, tanks and towers.

1001.2 Flood loads. Utility and miscellaneous Group U buildings and structures, including substantial improvement of such buildings and structures, shall be anchored to prevent flotation, collapse or lateral movement resulting from flood loads, including the effects of buoyancy, during conditions up to the Local Design Flood Elevation as determined in Section 102.3.

1001.3 Elevation. Utility and miscellaneous Group U buildings and structures, including substantial improvement of such buildings and structures, shall be elevated such that the lowest floor, including basement, is elevated to or above the Local Design Flood Elevation as determined in Section 102.3 and in accordance with ASCE 24. Utility lines shall be designed and elevated in accordance with N.J.A.C. 7:13.

1001.4 Enclosures below base flood elevation. Fully enclosed areas below the design flood elevation shall be constructed in accordance with Section 801.2 and with ASCE 24 for new construction and substantial improvements. Existing enclosures such as a basement or crawlspace having a floor that is below grade along all adjoining exterior walls shall be abandoned, filled-in, and/or otherwise modified to conform with the requirements of N.J.A.C. 7:13 when the project has been determined to be a substantial improvement by the Floodplain Administrator.

1001.5 Flood-damage resistant materials. Flood-damage-resistant materials shall be used below the Local Design Flood Elevation determined in Section 102.3.

1001.6 Protection of mechanical, plumbing, and electrical systems. Mechanical, plumbing, and electrical systems, equipment and components, heating, ventilation, air conditioning, plumbing fixtures, duct systems, and other service equipment, shall be elevated to or above the Local Design Flood Elevation determined in Section 102.3.

Exception: Electrical systems, equipment and components, and heating, ventilating, air conditioning, and plumbing appliances, plumbing fixtures, duct systems, and other service equipment shall be permitted to be located below the Local Design Flood Elevation provided that they are designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the Local Design Flood Elevation in compliance with the flood-resistant construction requirements of ASCE 24. Electrical wiring systems shall be permitted to be located below the Local Design Flood Elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

SECTION 3. SEVERABILITY.

Where any section, subsection, sentence, clause, or phrase of these regulations is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof, other than the part so declared.

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Page 26**SECTION 4. EFFECTIVE DATE.**This ordinance shall take effect on **February 15, 2023**

Council Member Marciante made a motion to introduce Ordinance 2023-4, second by Chandler. Mrs. Chandler stated that this was reviewed by the Environmental Commission and she would also like to point out that the Ordinance designates the Construction Official as the Flood Plain Administrator. Mrs. Sterling stated that Brian Perry of Van Note Harvey is in attendance. Mayor Davy asked Mr. Perry to update Council on this Ordinance. Mr. Perry stated that this amendment is required by the DEP and will essentially bridge the gap between the various regulations including local Ordinances. Mr. Perry stated that there are three groups of regulations the NJ Flood Hazard Control Act which is regulated by the State, the National Flood Insurance Program which is regulated by the local flood plain administrator in this case Pennington Borough and there is the Uniform Construction Code. Mr. Perry stated that there were noted inconsistencies between the three regulations and this will bridge that gap. Mr. Perry stated that there is one area in Pennington that will be affected by these regulations. Mr. Perry stated that the Construction Official would monitor and flag that area and ultimately it might bring the DEP into the equation. Upon a roll call vote all members present voted in favor of introduction with the exception of Ms. Angarone who abstained.

Mayor Davy read Ordinance 2023-5 by title.

**BOROUGH OF PENNINGTON
ORDINANCE 2023-5**

**AN ORDINANCE AMENDING THE BOROUGH NUISANCE ORDINANCE TO PROHIBIT
INTRUSIVE OUTDOOR LIGHTING**

WHEREAS, the Borough Nuisance Ordinance, Chapter 136 of the Code of the Borough of Pennington, seeks to protect and promote the public health through the control, abatement and prevention of conditions injurious to the public health and safety;

WHEREAS, the Nuisance Ordinance prohibits conditions and activities deemed to be detrimental or a threat to the public health or environment or an annoyance interfering with the comfort and well-being of the residents of the Borough;

WHEREAS, Borough Council finds and determines that outdoor lighting fixtures that illuminate beyond the property on which they are installed, when left on during the late night and early morning hours, unreasonably disrupt the peace and privacy of neighboring residents and endanger public health;

WHEREAS, amending the Nuisance Ordinance to prohibit these conditions will provide a mechanism for abatement as well as enforcement when appropriate;

NOW, THEREFORE, BE IT ORDAINED, by the Borough Council of the Borough of Pennington, that Chapter 136 of the Code of the Borough of Pennington, at Section 136-3, is hereby amended to include the following prohibitions:

“136-3. Nuisances Defined and Prohibited.

* * *

(21) Outdoor lighting fixtures that are not shielded and constructed to prevent illumination beyond the property on which they are installed, including lights controlled by motion detectors, shall be turned off between 10 P.M. and sunrise. Lighting shall be presumed to prevent illumination beyond the property if it is shielded and directed downward and no direct light is emitted above a plane extending outward from the base of the light source parallel to the ground. Illumination beyond the property between 10:00 P.M. and sunrise is prohibited.”

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

Council Member Chandler made a motion to introduce Ordinance 2023-5, second by Council Member Marciante. Mr. Marciante stated that he had an issue with his new neighbor and he went over and asked them to correct the problem and that was the end. Mr. Marciante agreed with the Ordinance as it is and did not want to worry about adding more regulations. Ms. Gnatt agreed with Mr. Marciante. Ms. Angarone stated that she would like to look further into the type of lightbulb. Mr. Valenza stated that he thinks most of the problems will be solved with talking to a neighbor, but he would agree that there are simple solutions that could also be looked into related to measurements. Upon a roll call vote all members present voted in favor.

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Mayor Davy read Ordinance 2023-6 by title.

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

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

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

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

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

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

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

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

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

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

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

Council Member Chandler made a motion to introduce Ordinance 2023-6, second by Council Member Marciante. Mayor Davy stated that this Ordinance amends the Chief of Police agreement to ensure that his salary is commensurate with other department heads in the Borough. Ms. Stern stated she does not see the agreement in her packet but she thought that she had seen it previously. Mayor Davy stated that if Council Members have not had a chance to review the agreement then it should be held until the next meeting. Mayor Davy stated that he will add this to the January 17th agenda.

Committee Reports

Planning & Zoning / Parks & Recreation/ Personnel – Ms. Gnatt stated that Planning Board met on December 14 and heard and approved an application for a use variance at 234 West Delaware Avenue to change from commercial to residential. Ms. Gnatt reported that a Resolution of Memorialization was approved for consolidation of lots at 161 East Delaware Avenue and construction of a single family home. Ms. Gnatt stated that Jersey Meds application for a Cannabis store at 5 Route 31 was also approved with conditions. Ms. Gnatt stated that James Kyle, Borough Planner will be attending the January 17th Special Meeting to provide an update on Affordable Housing.

Public Safety /Economic Development / Environmental – Mrs. Chandler stated that a while ago the Borough approved the purchase of two vehicles for the Police Department and the hope was to get two hybrid vehicles. Mrs. Chandler stated that these vehicles are very hard to get and it could be more than a year before we know. Mrs. Chandler stated that the vehicles are aging and the cost of keeping them on the road is escalating. Mrs. Chandler stated that Chief Pinelli has found a dealer who has two Chevy Tahoe’s that are gas powered and the dealer is willing to hold them until we can do a resolution and purchase order, but they would like a letter of intent from the Borough until Council can approve a Resolution at the January 17th meeting. Mr. Bliss was concerned about the cost of the vehicle being above the bid threshold. Mrs. Sterling stated that these vehicles are available through a recognized cooperative agreement that we

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belong to. Mrs. Chandler stated that she would like permission to issue a letter of intent and she did say that the Public Safety Committee is disappointed that we will not be purchasing hybrid vehicles but police vehicles are replaced on a 5 year cycle so hopefully at that time the availability of hybrid vehicles will be better at that time. Council Member Chandler made a motion to approve the issuance of a letter of intent, second by Council Member Angarone with all members present voting in favor.

Public Works/Open Space/Shade Tree – Ms. Stern reported that Public Works met in December and the Borough Engineer, Brandon Fetzer and Rick Smith presented a consolidated list of road projects and Asset Management Plan projects along with a capital plan. Ms. Stern stated that the next step is to ask Phoenix Advisors for a debt service plan for the projects and to analyze the impact of the projects on water rates. Ms. Stern stated that the committee also discussed the 120 Water Proposal which she understands was discussed at the December 29th meeting where some good questions were raised. Ms. Stern stated that she watched the video of the meeting and she will be bringing this back to Public Safety at the January meeting to address the questions and how to proceed with this proposal. Ms. Stern stated that they also discussed the issue of providing water for fires outside the Borough and whether there should be a charge for providing water for fires outside the Borough. Ms. Stern stated that about 120,000 gallons of water were used to fight that fire and the committee would like to find a way to recoup the costs for providing the water. Ms. Stern stated that a meeting will be held in the near future to see if this is feasible and to develop a plan for charging for water to fight fires. Ms. Stern stated that they also discussed a proposal for improvements to Sked Street Park and the costs are much higher than what was expected. Ms. Stern stated that a group will be meeting at Sked Street Park tomorrow to discuss what is feasible. Ms. Stern stated that Public Works will be meeting again in the middle of January.

Mr. Marciante asked if the Borough is considering any program for disposing of plastic bags now that they are no longer allowed. Mrs. Chandler stated that whole foods and other locations will take them. Ms. Angarone suggested this might be something for the Green Team to work on, but the High School also has events to collect plastic bags. Ms. Angarone stated that there are companies that you can contract with to pick up non-recyclable items.

Mr. Bliss stated that on the Sked Street renovation project, there is an encroachment issue that he has discussed with Rick Smith that should also be addressed. Mr. Bliss stated that the property is a flag pole lot and the property owner has erected a shed on the property that belongs to the Borough. Mr. Bliss asked that this be part of the overall discussion.

Open Space / Shade Tree – Ms. Stern stated that Open Space did not meet but they will meet January 18th. Ms. Stern stated that Shade Tree met last night but she was unable to attend.

Finance & Technology / Board of Health – No report.

Historic Preservation / Library / Construction – Ms. Angarone stated that no meetings were held in December for Historic, Library or Construction.

Senior Advisory Board – Mayor Davy had no report for Senior Advisory Board.

COUNCIL DISCUSSION

There were no items for Council Discussion.

NEW BUSINESS

BOROUGH OF PENNINGTON RESOLUTION 2023 - 1.18

RESOLUTION AUTHORIZING AND APPROPRIATING A TEMPORARY BUDGET FOR THE BOROUGH OF PENNINGTON FOR THE YEAR 2023

WHEREAS, the Local Budget Law (N.J.S.A. 40A:4-19) provides that where any contract, commitments or payments are to be made prior to the final adoption of the 2023 budget, temporary appropriations in an amount not to exceed 26.25% of the total appropriations for the prior year shall be made for the purpose and amounts required in the manner and time therein provided; and

WHEREAS, 26.25% of the total appropriations of the 2022 budget exclusive of any appropriations for interest, debt redemption charges, Capital Improvement Fund and Public Assistance, in the said budget, is the sum of \$ 995,779.85 for the current fund budget and \$ 331,435.25 for the water and sewer utility fund;

NOW, THEREFORE, BE IT RESOLVED, that the attached temporary appropriations be made and that a certified copy of this resolution be transmitted to the Borough Finance Officer.

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Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B
Angarone	X				Marciante	M			
Chandler	S				Stern	X			
Gnatt	X				Valenza	X			

Council Member Marciante made a motion to approve Resolution 2022-1.18, second by Council Member Chandler with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 1.19**

RESOLUTION AUTHORIZING REFUNDS

BE IT RESOLVED that a refund be issued from the Developer’s Escrow Fund to Emily Bent, 421 S. Main Street, Pennington, NJ 08534 for the balance of Planning Board Application 22-006 in the amount of \$18.72.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B
Angarone	X				Marciante	M			
Chandler	X				Stern	S			
Gnatt	X				Valenza	X			

Council Member Marciante made a motion to approve Resolution 2023-1.19, second by Council Member Stern with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 1.20**

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 \$ 156,952.51 from the following accounts:

Current	\$ 75,525.95
W/S Operating	\$ 11,241.91
Developer’s Escrow	\$ 571.33
Other Trust Fund	\$ 69,613.32
TOTAL	\$ 156,952.51

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B
Angarone	X				Marciante	M			
Chandler	X				Stern	S			
Gnatt	X				Valenza	X			

Council Member Marciante made a motion to approve Resolution 2023-1.20, second by Council Member Stern with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 1.21**

**A RESOLUTION AUTHORIZING SHARED
SERVICES AGREEMENT WITH THE BOARD OF FIRE COMMISSIONERS
OF HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1 TO PROVIDE ALL
REQUIRED FIRE INSPECTION SERVICES FOR THE PERIOD
JANUARY 1, 2023 THROUGH DECEMBER 31, 2024**

WHEREAS, the Borough of Pennington (“Borough”) is responsible for certain fire inspection services pursuant to the Uniform Fire Safety Act (N.J.S.A. 52:27D-195, et. seq.) (the “Fire Safety Act”); and

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WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1, et seq.) the Borough desires to contract with the Board of Fire Commissioners of Hopewell Township Fire District No. 1 (the “Board”) for the provision of fire inspection services and other certain services required by the Fire Safety Act; and

WHEREAS, the Borough and the Board are both “local units” and the fire inspection services and other certain services required by the Fire Safety Act are “shared services” within the meaning of N.J.S.A. 40A:65-3;

WHEREAS, the term of this Shared Services Agreement shall be two years, from January 1, 2023 through December 31, 2024;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the Mayor of the Borough, with the attestation of the Borough Clerk, is hereby authorized to enter into and execute on behalf of the Borough a Shared Services Agreement providing for the aforesaid services in substantially the form annexed to this Resolution, subject to final approval as to form by the Borough Attorney.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	S				Marciante	M			
Chandler	X				Stern	X			
Gnatt	X				Valenza	X			

Council Member Marciante made a motion to approve Resolution 2023-1.22, second by Council Member Angarone with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 1.22**

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT BETWEEN BOROUGH OF
PENNINGTON AND COUNTY OF MERCER FOR EMS DISPATCH
SERVICES FOR THE YEAR 2023**

WHEREAS, beginning July 1, 2014, EMS dispatch services for the greater Mercer County area became available through Mercer County, and Mercer County began providing EMS dispatch services to Pennington under a shared services agreement;

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permits local units of government to enter into a contract with any other local unit for the joint provision within their combined jurisdiction of any service which any party to the agreement is empowered to render within its own jurisdiction;

WHEREAS, under the proposed shared services agreement, Mercer County would arrange for and provide EMS dispatch services, including emergency medical dispatch and community support services, for the Borough of Pennington;

WHEREAS, the term of the proposed agreement is one (1) year from January 1, 2023 through December 31, 2023;

WHEREAS, Pennington would pay for these services through an annual assessment representing the cost of calls made to and received by the County for EMS dispatch services within Pennington’s boundaries;

WHEREAS, based on the annual assessment the annual cost for Pennington Borough for the year 2023 will be \$3,430.00 as set forth in the attached agreement;

WHEREAS, a copy of the proposed shared services agreement is attached to this Resolution;

WHEREAS, the Chief Financial Officer has certified that funds are available in the 2023 budget 3-01-42-102-000-268;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the Mayor, with the attestation of the Borough Clerk, is hereby authorized to enter into the annexed Shared Services Agreement with Mercer County for the provision of EMS dispatch services as described therein, subject to approval as to form by the Borough Attorney. .

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	M			
Chandler	X				Stern	S			
Gnatt	X				Valenza	X			

Council Member Marciante made a motion to approve Resolution 2023-1.22, second by Council Member Stern with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023-1.23**

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT WITH MERCER COUNTY
FOR EMERGENCY TELECOMMUNICATIONS SERVICES FOR THE PERIOD JANUARY 1,
2023 THROUGH DECEMBER 31, 2027**

WHEREAS, the Borough of Pennington seeks to enter into an Shared Services Agreement with the County of Mercer to have the Mercer County Emergency Services Communications Center assist the Borough in providing telecommunications services for the period January 2023 through December 2027;

WHEREAS, as a result of this assistance, the Borough will receive, without charge, transferred 911 calls, assistance in the dispatch of fire apparatus, and operational communications for the fire service community in the Borough as needed;

WHEREAS, in exchange for receiving these services without charge, the Borough agrees to indemnify and hold harmless the County of Mercer for any liabilities that may arise out of using the services provided by the County Emergency Services Communications Center;

WHEREAS, the proposed form of agreement is attached hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the Mayor, with the attestation of the Borough Clerk, is hereby authorized to enter into the aforesaid Shared Services Agreement with Mercer County on behalf of the Borough, subject to approval as to form by the Borough Attorney.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	M			
Chandler	X				Stern	S			
Gnatt	X				Valenza	X			

Council Member Marciante made a motion to approve Resolution 2023-1.23, second by Council Member Stern with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023-1.24**

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH
OF PENNINGTON AND HOPEWELL TOWNSHIP FOR ELECTRONICS RECYCLING AND
PAPER SHRED EVENTS FOR THE YEAR 2023**

WHEREAS, the Borough of Pennington seeks to enter into a Shared Services Agreement with the Hopewell Township to allow Pennington Residents to participate in up to two Electronic Recycling and Paper Shred Events in Hopewell Township for the year 2023; and

WHEREAS, the Borough of Pennington will pay Hopewell Township \$1,000 per event up to two (2) events for an amount not to exceed \$2,000 for the year 2023; and

WHEREAS, the proposed form of agreement is attached hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the Mayor, with the attestation of the Borough Clerk, is hereby authorized to enter into the aforesaid Shared Services Agreement with Hopewell Township subject to final approval by the Borough Attorney as to form.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	S				Marciante	M			
Chandler	X				Stern	X			
Gnatt	X				Valenza	X			

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Council Member Marciante made a motion to approve Resolution 2023-1.24, second by Council Member Angarone with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023–1.25**

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT FOR USE, MAINTENANCE
AND CLEANING OF THE SENIOR CENTER**

WHEREAS, use of the Senior Center on Reading Street in the Borough of Pennington is shared by Hopewell Borough, Hopewell Township and Pennington Borough;

WHEREAS, responsibilities for maintenance of the Senior Center are also shared among the three municipalities;

WHEREAS, the three municipalities intend to enter into a shared services agreement for 2023, superseding prior agreements, by which Hopewell Township will continue to provide weekly cleaning services at the Center and pay to Pennington Borough the sum of \$5,068.00; Hopewell Borough will pay Pennington \$1,266.00 for the year; and Pennington will provide cleaning supplies for the building and be responsible for all maintenance to the outside of the building and the HVAC and plumbing, painting and replacement of light bulbs, and snow and ice removal from sidewalks and parking lots;

WHEREAS, the proposed form of agreement is annexed to this Resolution;

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 the annexed agreement on behalf of Pennington Borough, subject to approval as to form by the Borough Attorney.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	M			
Chandler	S				Stern	X			
Gnatt	X				Valenza	X			

Council Member Marciante made a motion to approve Resolution 2023-1.25, second by Council Member Chandler with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 1.26**

**RESOLUTION AUTHORIZING BOROUGH OF PENNINGTON TO ENTER INTO
A SHARED SERVICES AGREEMENT WITH HOPEWELL BOROUGH AND
HOPEWELL TOWNSHIP FOR SENIOR SERVICES COORDINATOR FOR THE
YEAR 2023**

WHEREAS, the Borough of Pennington desires to contract with Hopewell Borough and Hopewell Township for the provision of Senior Services; and

WHEREAS, the Uniform Shared Services and Consolidation Act permits a local unit to enter into a contract with another local unit for the provision of any services which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the term of the proposed contract, entitled “Senior Services Agreement Between Borough of Hopewell, Borough of Pennington and the Township of Hopewell”, shall be for one year beginning January 1, 2023 and continue through December 31, 2023; and

WHEREAS, the cost to the Borough for senior services coordinator services as outlined in the Shared Services agreement would be \$5,000.00, which represents no increase over the previous year;

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 the aforesaid Shared Services Agreement with Hopewell Borough and Hopewell Township for the services of a senior services coordinator during the period January 1, 2023 through December 31, 2023; and

BE IT FURTHER RESOLVED that the aforesaid Agreement shall be substantially in the form attached to this Resolution, subject to approval as to form by the Borough Attorney.

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Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	M			
Chandler	X				Stern	X			
Gnatt	S				Valenza	X			

Council Member Marciante made a motion to approve Resolution 2023-1.26, second by Council Member Gnatt with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 1.27**

**RESOLUTION ADOPTING A CASH MANAGEMENT PLAN
FOR THE YEAR 2023**

WHEREAS, the State of New Jersey amended the State laws concerning investment of local government funds with the adoption of Chapter 148, P.L. 1997, and

WHEREAS, these new laws expand the responsibility of the Governing Body and the role of the Chief Financial Officer in cash management, and

WHEREAS, these new laws require the adoption of a Cash Management Plan, and

WHEREAS, the Chief Financial Officer has reviewed the new laws and drafted a Cash Management Plan to conform to those laws and to the current banking and investment practices of the Borough,

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Pennington, County of Mercer, State of New Jersey that the attached Cash Management Plan is hereby adopted, and

BE IT FURTHER RESOLVED, that the Chief Financial Officer is hereby directed to present this resolution and adopted Cash Management Plan to the State of New Jersey and to all designated depositories and asset managers in accordance with the requirements of the applicable State laws.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	X			
Chandler	S				Stern	M			
Gnatt	X				Valenza	X			

Council Member Stern made a motion to approve Resolution 2023-1.27, second by Council Member Chandler with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023-1.28**

**RESOLUTION AUTHORIZING RETENTION OF SERVICE FOR CONTINUING DISCLOSURE
AUDIT IN CONNECTION WITH ISSUANCE OF BONDS BY THE BOROUGH FOR
THE YEAR 2023**

WHEREAS, in connection with the issuance of bonds the Borough has covenanted with bondholders to provide certain secondary market disclosure information on an annual basis to the Nationally Recognized Municipal Securities Information Repositories (pre-2009) and to the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access Data Port (2009 to present), including audited financial statements, municipal budgets and/or other financial and operating data and ratings changes;

WHEREAS, by Resolution 2014-9.4 adopted on September 8, 2014, Borough Council authorized the Chief Financial Officer to engage the services of Phoenix Advisors, LLC, of Bordentown, New Jersey, to conduct a Disclosure Audit related to bonds previously issued by the Borough;

WHEREAS, the purpose of the Disclosure Audit was to ensure Borough compliance with its continuing disclosure obligations under bond covenants and SEC regulations;

WHEREAS, Borough Council now seeks to authorize an agreement with Phoenix Advisors, LLC, to continue its services in the current year to ensure continued disclosure compliance by the Borough;

WHEREAS, a proposed form of Agreement submitted by Phoenix Advisors and received by the Borough’s Chief Financial Officer, on December 1, 2022, is attached to this resolution;

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WHEREAS, the proposed Agreement would retain Phoenix Advisors to perform in this fiscal year continuing disclosure agent service for an annual fee of \$1,600 for up to three (3) outstanding issues plus \$100 for each additional outstanding bond issue; and

WHEREAS, there is a set-up charge for each new bond issuance of \$450 which will be discounted to \$200 if Phoenix Advisors serves as Municipal Advisor; and

WHEREAS, there is a fee for each Event filing made under the SEC’s Event Disclosure Rule of \$250, Phoenix Advisors will waive this fee if engaged as Municipal Advisor on a transaction that involves such Event filing; and

WHEREAS, there is a fee for each Notice of Redemption made in connection with an outstanding term bond maturity of \$250; and

WHEREAS, all fees are accumulated and invoiced toward the end of the relevant year; and

WHEREAS, the proposed Agreement would also name Phoenix Advisors as the Borough’s Independent Registered Municipal Advisor of Record, for no additional fee, to ensure its availability to answer questions and provide preliminary project and financing analysis for the Borough as needed;

WHEREAS, Phoenix Advisors agrees to comply with Anti-Discrimination and Affirmative Action laws as set forth in the attached Exhibit A;

WHEREAS, the funds for this service are available in the Borough’s operating budget in account #: 3-01-20-130-000-251;

NOW, THEREFORE, B E IT RESOLVED, by the Borough Council of the Borough of Pennington, that the Chief Financial Officer is hereby authorized to retain Phoenix Advisors LLC for the aforesaid services for a sum not to exceed \$2,000 without prior approval of Borough Council, pursuant to the attached agreement which is subject to approval as to form by the Borough Attorney.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	X			
Chandler	M				Stern	X			
Gnatt	S				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-1.28, second by Council Member Gnatt with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023-1.29**

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH PACE
LABORATORIES (formerly NJ Analytical) FOR WATER ANALYSIS FOR THE PERIOD
JANUARY 1, 2023 TO DECEMBER 31, 2023**

WHEREAS, the Borough of Pennington requires professional services for routine sampling, analysis and consulting services related to operation of the Borough’s potable water system;

WHEREAS, Pace Laboratories (formerly NJ Analytical), having its office at 812 Silvia Street, Building B, Ewing, NJ 08628 is a laboratory licensed by the New Jersey Department of Environmental Protection and is able to provide the professional services required;

WHEREAS, Pace Laboratories has submitted a proposal for the work for a contract price of \$1,868.50 per month;

WHEREAS, the work shall include all routine laboratory sampling and analysis as set forth in the proposal, a copy of which is attached;

WHEREAS, the aforesaid proposal also provides that if additional sampling and analysis services are required by the New Jersey Department of Environmental Protection (NJDEP) they shall be invoiced separately;

WHEREAS, a condition of any agreement must include a requirement that Pace Laboratories shall file all analytical reports with the appropriate regulatory agency within the time prescribed by law and shall be responsible for any untimely filings, including all fines and penalties;

WHEREAS, before the agreement may be effective, Pace Laboratories shall supply proof of general and contract liability insurance and professional liability insurance with minimum limits of \$1,000,000 respectively, naming the Borough of Pennington as an additional insured;

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WHEREAS, approval of this contract complies with the Code of the Borough of Pennington as well as, N.J.S.A. 19:44A-20.5, effective January 1, 2006, which prohibit the award of certain professional services contracts to any person or business entity which makes reportable contributions to local political or candidate committees representing members of the governing body;

WHEREAS, such political contributions are permitted by the statute only if the municipality has elected to award the contract through a competitive process involving a publicly advertised request for proposals and a review process based on written procedures and criteria prescribed in advance by the governing body or as otherwise provided by law;

WHEREAS, Borough Council awards this contract without resort to such a process because the appointee has made no such political contribution and shall be prohibited from making any such contribution during the term of the contract;

WHEREAS, this contract is being awarded as a professional services contract in compliance with the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., without advertising for proposals or competitive bidding;

WHEREAS, New Jersey Analytical Laboratories has completed and submitted a sworn Business Entity Disclosure Certification which certifies that the firm has not made and shall not make any political contribution prohibited by the relevant provisions of either statute or the Borough Code concerning pay-to-play;

WHEREAS, New Jersey Analytical Laboratories shall comply with requirements for Anti-Discrimination and Affirmative Action as set forth in the annexed Exhibit A;

WHEREAS, the Chief Financial Officer of the Borough has certified that funds are available for the purpose of this contract in the Water/Sewer Operating Budget – Account #: 3-05-55-501-000-256;

WHEREAS, the Local Public Contracts Law requires that a resolution authorizing an award of contract for professional services without competitive bid be publicly advertised following adoption;

NOW, THEREFORE, BE IT RESOLVED, by Borough Council of the Borough of Pennington, that the Borough Administrator is hereby authorized to issue an appropriate purchase order and accept as a binding contract the attached proposal by Pace Laboratories for a contract price not to exceed \$24,422.00 for a period of one year from January 1, 2023 through December 31, 2023, provided such agreement shall be further subject to such amendments for supplemental services required by NJDEP as may hereafter be agreed upon, and provided further that such agreement shall state explicitly that Pace Laboratories shall indemnify and hold harmless the Borough from all negligent acts and omissions in connection with performance of the agreement by Pace Laboratories, including but not limited to the timely filing of all analytical reports required by law, this agreement to be subject to review and approval as to form by the Borough Attorney.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be published in the official newspaper as required by law.

Record of Council Vote on Passage

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

Council Member Chandler made a motion to approve Resolution 2023-1.29, second by Council Member Gnatt with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023-1.30**

**RESOLUTION AUTHORIZING SOFTWARE SUPPORT AGREEMENT WITH EDMUNDS
GOVTECH FOR 2023**

WHEREAS, the Borough requires professional maintenance services for software systems used in Borough operations;

WHEREAS, the Borough now seeks to retain for this purpose, for the year 2023, the firm of Edmunds GovTech (“EGT”) of Northfield, New Jersey;

WHEREAS, the professional services to be provided by EGT are described in the attached EGT document entitled “2023 Annual Support Maintenance Services,” which is attached to this Resolution;

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WHEREAS, the cost of the proposed services shall total \$12,752.49 as itemized in EGT’s invoice #22-IN5992 also attached;

WHEREAS, it is understood that the total cost of services under this contract shall not exceed \$12,752.49 without the express prior written agreement of Borough Council;

WHEREAS, the Chief Financial Officer of the Borough certifies that sufficient funds are available for this contract in the Finance, Tax Collection, Construction, Water/Sewer Operating and Animal Control Funds;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the Chief Financial Officer is hereby authorized to issue a Purchase Order on behalf of the Borough as per the attached schedule of 2023 Annual Support Maintenance Services, for a sum not to exceed \$12,752.49 as itemized in EGT’s invoice #22-IN5992, the terms of agreement to be subject to approval as to form by the Borough Attorney.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	X			
Chandler	M				Stern	S			
Gnatt	X				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-1.30, second by Council Member Stern with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023-1.31**

**RESOLUTION APPROVING RAFFLE LICENSE RA: 1.23 FOR
THE TRENTON CYRUS FOUNDATION**

WHEREAS, the Trenton Cyrus Foundation submitted raffle application RA: 1.23 on December 21, 2022 for a raffle to take place on October 14, 2023 and a copy of that application is attached to this resolution; and

WHEREAS, N.J.A.C. 13:47-4.1 et seq., requires seven (7) days to elapse before the Governing Body makes its findings and determinations; and

WHEREAS, the required waiting period was satisfied on December 28, 2022; and

WHEREAS, the Trenton Cyrus Foundation meets the qualifications for issuance of a license for said raffle based on the findings and determination set forth in the annexed form 5-A, as required by law;

WHEREAS, the Trenton Cyrus Foundation, in accordance with law, has submitted the required fees forthwith;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington that raffle license RA: 1.23 for the Trenton Cyrus Foundation be approved; and

BE IT FURTHER RESOLVED that the Municipal Clerk will forward the annexed Application and Findings and Determinations for RA: 1.23 to the Legalized Games of Chance Control Commission in accordance with N.J.A.C. 13:47-4.1, et seq.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	X			
Chandler	M				Stern	S			
Gnatt	X				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-1.31, second by Council Member Stern with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023-1.32**

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**RESOLUTION APPOINTING DONATO NIEMAN AS PART-TIME
BOROUGH ADMINISTRATOR**

WHEREAS, the Borough of Pennington is in need of an Administrator;

WHEREAS, the position was variously advertised on the New Jersey League of Municipalities website, in the Trenton Times and on the Trenton Times website in May and June 2022, and sixteen people applied, of which five were initially selected for interview before two then withdrew;

WHEREAS, in July 2022 the Borough became aware of the potential part-time availability of a seventeenth candidate, Donato Nieman, the highly regarded retired former administrator of Montgomery Township, and he was invited to interview;

WHEREAS, interviews of Mr. Neiman and the other invited candidates were conducted by the Personnel Committee of Borough Council in August 2022;

WHEREAS, following the interviews it was determined that the best option was to hire the experienced Mr. Nieman on a part-time basis to guide the operations of the Borough while also simultaneously developing another employee to perform the work of Administrator long term;

WHEREAS, in pursuit of this strategy the Mayor negotiated a proposed agreement with Mr. Donato subject to compliance with all applicable legal restrictions affecting post-retirement employment while receiving a pension;

WHEREAS, the Mayor has had the advice of the Borough Attorney and, with the consent of Mr. Nieman, has been in communications with the New Jersey Division of Pensions and Benefits to ensure compliance with all such restrictions;

WHEREAS, it is imperative from this standpoint that Mr. Nieman’s employment be limited to a part-time basis with hours not exceeding an average of 15 hours per week;

WHEREAS, the essential terms of Mr. Nieman’s proposed employment are that (1) he shall work no more than an average of 15 hours per week and 780 hours per year; (2) he will be paid \$105 per hour, with estimated annual earnings of \$81,900; (3) and he will begin work as soon as January 9, 2023;

WHEREAS, this appointment has been reviewed by the Personnel Committee and discussed with Borough Council pending the outcome of communications with the Division of Pensions and Benefits, which culminated favorably on December 30, 2022;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the appointment of Donato Nieman as part-time Borough Administrator, effective January 9, 2023, is hereby approved.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	M			
Chandler	X				Stern	X			
Gnatt	S				Valenza	X			

Council Member Marciante made a motion to approve Resolution 2023-1.32, second by Council Member Gnatt. Mr. Nieman spoke a few words and thanked Borough Council for the opportunity. Upon a roll call vote all members present voted in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023-1.33**

**RESOLUTION APPOINTING JULIAN ANTEBI
AS REPRESENTATIVE TO THE STONYBROOK REGIONAL SEWERAGE AUTHORITY**

WHEREAS, by Resolution 2021-2.7, Borough Council appointed Pamela Switlik as the Pennington Borough representative to the Stonybrook Regional Sewerage Authority for a new five-year term to end January 31, 2026 in accordance with the Sewerage Authorities Law, N.J.S.A. 40:14A-4;

WHEREAS, Ms. Switlik now intends to step down from her post and Council seeks to appoint Julian Antebi to serve the remainder of her unexpired term ending January 31, 2026;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that Julian Antebi is hereby appointed Pennington Borough Representative to the Stonybrook Regional Sewerage Authority to fill the unexpired term of Pamela Switlik through January 31, 2026.

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Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	X			
Chandler	M				Stern	X			
Gnatt	S				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-1.33, second by Council Member Gnatt with all members present voting in favor.

PROFESSIONAL REPORTS

Borough Attorney – Mr. Bliss had nothing further to report.

Chief Doug Pinelli – Chief Pinelli reported that a big accident occurred in town today that took down one of the traffic lights in town in case anyone gets any questions.

Superintendent of Public Works – Mr. Smith stated that he would like to thank everyone for a successful 2022. Mr. Smith reported that Chris Webb has returned to work after a year out and the department is now back up to full staff. Mr. Smith stated that he has a leaf machine and a truck out of service and it is important to stay on top of the replacement schedule. Mr. Smith stated that he will be meeting with Chief Pinelli to see if he can find a vehicle through the same vendor as the police.

Borough Clerk – Mrs. Sterling had nothing further to report other than there is a closed session following the meeting and she had forwarded the link to the Mr. Valenza and Mr. Nieman.

Chief Financial Officer –Mrs. Webb had nothing to report other than the finance department is busy with year-end close out activities.

Public Comment

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

Mr. Pace welcomed the new Borough Administrator. Mr. Pace asked if there is public comment allowed for Ordinance introductions. Mayor Davy stated that the Borough allows for public comment at the beginning of the meeting and at the end of the meeting but not while business is being conducted. Mayor Davy explained that if an ordinance is scheduled for public hearing, comments from the public would be welcomed.

Mr. Pace asked if a map is available to show areas of flood hazard and he would like to see that available on the Borough Website. Ms. Angarone stated that the ordinance refers to Firm Maps which are available on the DEP website and it is possible we could provide a link to those maps. Ms. Angarone stated that it is complicated and the areas are not readily available.

Closed Session

At, 8:52 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:

- Open Space Acquisition

AT, 10:00 PM, following the Closed Session the meeting was adjourned.

Respectfully submitted,

Elizabeth Sterling
Borough Clerk

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Regular Meeting
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Page 1**Pennington Borough Council
Special Meeting – January 17, 2023**

Mayor Davy called the Special Meeting of the Borough Council to order immediately following the Reorganization meeting. The meeting was held via Zoom due to the COVID19 pandemic. Borough Clerk Betty Sterling called the roll with Council Members Angarone, Chandler, Gnatt, Gross, Marcianti, Stern and Valenza in attendance.

Also present were Borough Administrator Donato Nieman, Public Works Superintendent Rick Smith, Chief Doug Pinelli and Borough Attorney Walter Bliss.

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

Open to the Public

Mayor Davy read the following statement.

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

There were no comments from the public.

Mayor's Business

Mayor Davy introduced Lawra Dodge and Dan Lawler from Excel Environmental who provided a very extensive report of the status of the landfill investigation, where they are and what still needs to be done. Mayor Davy stated that the following report was provided to Council Members.

Pennington Landfill – Environmental Update as of 1/13/23

On behalf of the Borough of Pennington (Borough), the Pennington Former Sanitary Landfill (SLF) is currently being investigated by Excel Environmental Resources, Inc, (Excel) utilizing grant funds jointly provided by the New Jersey Department of Environmental Protection (NJDEP) and the New Jersey Economic Development Agency (EDA) through the Hazardous Discharge Site Remediation Fund (HDSRF) program.

The property is identified as Block 206, Lots 4, 5, and 12 (herein the subject property or Site), with the Former SLF located exclusively on Lot 5. A Site Location Map is provided as Figure 1. Using funds from the HDSRF program, Excel previously conducted a Preliminary Assessment (PA) in 2017 which recommended additional investigation for several areas of environmental concern (AOCs) as follows:

- AOC 1 – Loading/Unloading Areas (specifically the former Nassau Oil Company loading/unloading area)
- AOC 4 – 275-Gallon Aboveground Storage Tank;
- AOC 9 – Tributary to Lewis Brook;
- AOC 16 – Former Landfill;
- AOC 17 – Documented Groundwater Impacts; and

A previous investigation conducted by Hill Environmental (Hill) was reviewed as part of Excel's PA and information and data generated by Hill was used by Excel in developing the work scope for investigation of soil, surface water, and groundwater quality at the Site. The environmental investigation is currently in the Remedial Investigation (RI) phase of work and has been fully funded by HDSRF grants.

On behalf of the Borough, Excel applied for and obtained the most recent round of HDSRF RI funding in 2021 to continue investigation at the SLF and, in accordance with NJDEP regulations, to evaluate whether any of the emerging contaminants in the family of Per- and Polyfluoroalkyl Substances (PFAS) occurred at the Site.

The following provides a summary of the scope of the RI investigation activities and the findings along with interim conclusions and general recommendations for additional work required for completion of the RI under a supplemental HDSRF Grant Application.

1.1 Site Setting

The subject property is approximately 8.5 acres and is located along West Delaware Avenue in Pennington, Mercer County, New Jersey and is designated as Block 206, Lots 4, 5 and 12 within the Borough. It operated as a municipal solid waste landfill and public works facility from 1954 to 1980. Lots 5 and 12 were owned by the Borough from 1938 to 1942 and then again from 1953 to the present day. Lot 4 was first developed circa 1965 as a fuel distribution facility and operations ceased circa 1990. Lot 12 (located outside the area of landfill operations) was acquired by the Borough in 1996.

The subject property is in a mixed-use area and zoned R-80 – Residence Zone. It is bordered to the north, south and west by a mix of residential and commercial properties, and to the east by the Pennsylvania and Reading Railroads. The subject property is developed with a one-story Public Works garage with limited operations related to reclamation and recycling of household materials, two municipal pump house structures (one active and one abandoned), a former municipal solid waste landfill, and a gravel access road with surrounding vegetated areas.

1.2 Overview of Site-Specific Soil, Geology and Hydrology

1.2.1 Site-Specific Soil

The site-specific soils at the subject property are different on and off the landfill portions of the property. The lateral extent of solid waste at the landfill is presented on Figure 2. Based on the findings of the RI, the site-specific soils in the landfill portion of the property are generally described as follows:

- Red-brown silty clay cover material with a thickness ranging from zero to 13 feet;
- A layer of municipal solid waste with a generally silty clay or sandy clay soil component (likely daily cover placed on the landfill while it was operational) with a thickness ranging from five to 22 feet:
 - Solid waste encountered in the landfill includes paper, metal, textiles, plastics, aluminum, cardboard, glass, wood, and other general municipal waste.
- The municipal solid waste is underlain in some areas by red, grey, or brown clay with a thickness of up to approximately five feet which may be continuous across all or most of the landfill; and
- Underlying the red, grey, or brown clay is the weathered shale and argillitic bedrock of the Passaic Formation which is encountered at depths ranging from 15 to 24 feet below grade;
- The weathered bedrock transitions vertically with depth to the competent shale bedrock of the Passaic Formation which is characterized by interbedded zones that are either water-bearing units or intervening aquitards (zones of low permeability or flow) which vary in thickness depending on location as further described in Section 1.2.3 below.

Based on information generated during this RI, the site-specific soils in the areas beyond the landfilled area are generally described as follows:

- A surficial vegetated or gravel-covered layer composed of reddish-brown sand and silty loam or a red brown to dark brown clayey silt/silty clay with a thickness ranging from one to nine feet underlain by weathered bedrock encountered at depths below grade of between 1.5 feet and 11 feet below grade, depending on location.
- The weathered bedrock transitions vertically with depth to the competent shale bedrock of the Passaic Formation which is characterized by interbedded zones that are either water-bearing units or intervening aquitards (zones of low permeability or flow) which vary in thickness depending on location as further described in Section 1.2.3 below.

1.2.2 Site-Specific Overburden and Surface Water Hydrology

Based on the May 2020 Topographic Survey prepared by Engineering and Land Planning, ground surface elevation at the subject property ranges between 170 and 200 feet above mean

sea level (MSL). The ground surface elevation is highest at the top of the former landfill near the southeastern corner of the Site and decreases to the west and north with the lowest elevations located in the northeastern corner of the Site. As shown in the Site Plan provided as Figure 2, there is a stormwater drainage ditch that discharges through a culvert under West Delaware Avenue along the western side of the Site connecting to a tributary of the Lewis Brook which runs along the northern section of the Site.

Groundwater occurs in the overburden soils within the landfill portion of the subject property under unconfined conditions at depths ranging from approximately six to 24 feet bgs based primarily on the thickness of the landfill material. As shown in Figure 9, groundwater in the unconfined water table aquifer at the Site flows in a radial pattern from the landfill area in the east and southeastern portion of the Site to the west and north towards the drainage ditch and the Lewis Brook.

Based on surface water elevation data in the Brook collected as part of the RI, the shallow groundwater at the Site discharges into the Brook. Given that the invert elevation of the Brook is shallower than the top of the underlying weathered bedrock, the overburden groundwater likely also flows underneath the Brook and in the downgradient direction to the west and north of the Site.

As also shown in Figure 9, the drainage ditch flows north to the Lewis Brook which then flows to the east before entering a culvert and continuing offsite. The Lewis Brook eventually discharges into the Stony Brook east of the Site.

1.2.3 Site-Specific Bedrock Geology and Hydrology

The Site is located within the Triassic-Jurassic Newark Basin. Bedrock at the Site consists of fractured and jointed red shale, known as the Passaic Formation. Occasional grey argillite beds occur within the Passaic Formation in the vicinity of the Site. The bedrock has a northeasterly strike and gently dips between 10 and 25 degrees towards the northwest. There are two northeast trending faults located approximately 1,000 feet on either side of the landfill (one to the east and one to the west). Joints mapped in the vicinity of the landfill by the USGS trend roughly parallel to the faults.

Geologic Cross-Sections were prepared based on data generated during the RI to illustrate the relationship between the overburden soils, the landfill area, and the underlying weathered bedrock and competent bedrock of the Passaic Formation. The lines of Cross-Section are shown in Figure 3. As shown, two Cross-Sections were prepared, specifically Section A-A' which depicts the geology at the Site in the down dip direction and Section B-B' which depicts the geology along the northeastern/southwestern strike of the formation.

As shown in Figures 4 and 5, several water bearing zones were encountered in the bedrock underlying the subject property, designated WB-1 through WB-5 separated by competent rock zones designated as confining layers C-1 through C-4. As previously noted in Section 1.2.1 and as shown in both Geologic Cross-Sections, the Site is underlain by overburden soil which is underlain by weathered bedrock in hydraulic communication with the overburden groundwater. Groundwater occurs under unconfined water table conditions in this overburden aquifer. Underlying the overburden and weathered bedrock aquifer is more competent shale bedrock of the Passaic Formation that is water bearing and occurs under the landfilled portion of the Site. Although not shown in the Geologic Cross-Sections because of the large scale of these drawings, clay was encountered underneath the solid waste in the landfill area at thicknesses that range from one to over several feet. The data generated during the RI indicate that the clay is generally continuous underlying the solid waste in the landfill area.

Groundwater occurrence in the Passaic Formation is controlled by the abundance, orientation, and permeability of the fractures in the bedrock. As shown in Geologic Cross-Sections A-A' and B-B', the bedrock at the subject property exhibits a gently dipping, multi-unit, leaky aquifer system that consists of up to five water-bearing units designated WB-1 through WB-5, and four intervening aquitards (zones of low permeability or flow), designated C-1 through C-4, of varying thicknesses. The water-bearing units are associated with major bedding partings and/or intensely fractured seams.

The layered heterogeneity of such a dipping multi-unit aquifer system produces an anisotropic flow pattern with preferential flow along the strike of the beds. Therefore, regional groundwater within the Passaic Formation at and in the vicinity of the subject property flows in a northeasterly direction, along bedrock strike and is likely influenced by the pumping of production well in closest proximity to the Site. There is also a secondary component of groundwater flow in the bedrock that is parallel to the dip of the beds which, in the case of the subject property, is approximately 15 degrees to the north-northwest therefore groundwater in the bedrock water bearing zones likely also flows to the north-northwest in addition to the northeast.

Note that NJDEP initiated an investigation of groundwater in the bedrock in the vicinity of the Site due to the identification of chlorinated volatile organic compounds (CVOCs) in groundwater in private drinking water wells in the former Morningside Court residential development located southwest of the subject property and in the municipal production well located on the subject property. NJDEP suspected that the former Pennington landfill may be a source of the CVOCs in the bedrock aquifer and investigations were therefore conducted by consultants on behalf of the Borough prior to Excel's involvement.

NJDEP also acknowledged that a former dry cleaner, the Hourglass Cleaners, is also a potential source of CVOC impacts to groundwater, specifically the dry-cleaning fluid perchloroethylene (PCE) and its degradation products, given this site has had documented dry cleaning fluid discharges to the subsurface and was located just south of the landfill across West Delaware Avenue in an upgradient direction with respect to the regional groundwater flow gradient in the bedrock. Part of the objective of the RI is therefore to determine whether the former landfill could have, and/or is, contributing CVOCs to the subsurface, the shallow groundwater, and/or the bedrock aquifer and whether there is any indication of an offsite CVOC impact to the groundwater at the landfill from the former Hourglass Cleaners.

1.3 RI Work Scope and Preliminary Findings

The RI work scope included:

- A geophysical survey which extended across the entirety of the subject property to evaluate whether there was any evidence of buried metal drums, any large metallic debris or USTs, or any other subsurface anomalies of potential environmental concern. ○ Although several metallic anomalies were encountered, each was investigated using test pit excavation techniques and no issues of environmental concern were identified.

- No further action or investigation is warranted based on the results of the geophysical survey.

- ○ A soil gas survey which included both field soil gas screening and collection of soil gas samples for laboratory analysis across the entire landfill area to assess if, and at what levels, landfill gas occurs in the subsurface. The results are summarized on Figures 6A and 6B for field screening and laboratory analytical results, respectively. As shown the results indicate the following: ○ Various concentrations of hydrogen sulfide, carbon monoxide, carbon dioxide, oxygen, and methane. The soil gas samples were analyzed for methane and volatile organic compounds (VOCs) to identify any potential vapor intrusion concerns within the landfill.

- ○ The documented hydrogen sulfide, carbon monoxide, carbon dioxide, oxygen and methane concentrations are consistent with a municipal solid waste landfill with the highest methane concentrations reported a field screening level of methane in the central section of the landfill at a level of up to 36% which was confirmed by laboratory analysis at a level of 26.8%. ✦ Future redevelopment of the subject property will require management of landfill gas as is generally anticipated for a site with solid waste deposits.
- ○ The laboratory reported VOC analytical results indicate that there is an isolated area of 1,4-dioxane and a separate isolated area of benzene soil gas concentrations; but, both are isolated within the landfill portion of the subject property, however, delineation is warranted for the benzene to ensure that there is no indication of lateral migration of this soil gas.

● A test pit investigation to verify the lateral limits of the municipal solid waste landfill through excavation of nine test pits using a backhoe. The test pits extended to a depth of approximately 13 feet bgs. The results indicate the following:

- The soil at the surface of the landfill is generally between three and five feet in thickness but was as thin as 0.5 feet in one location and as thick as 13 feet in a separate location. ○ The depth and thickness of solid waste was variable across the landfill and extends up to a maximum of 25 feet bgs (a thickness of 22 feet of waste) in the east-central portion of the landfill.
- Clay was encountered beneath the solid waste during soil borings conducted on the landfill at thicknesses that vary from one to more than 10 feet, however, so as not to create a vertical pathway from the landfill to the underlying groundwater, the clay was not fully penetrated, and the total thickness of the clay could not be determined.
- Based on the test pit investigation, the waste material is generally delineated laterally to the north by the banks/floodplain of the Lewis Brook Tributary, to the west by the public works garage building and the asphalt driveway, and to the south and east as shown in Figure 2.

● A soil quality investigation was conducted as part of the RI activities and included collection and analysis of representative soil samples to verify soil quality associated with AOC 1 – Loading/Unloading Areas (specifically the former Nassau Oil Company loading/unloading area), AOC 4 – 275-Gallon Aboveground Storage Tank, AOC 16 – Former Landfill, and a UST identified during the geophysical survey (AOC 18).

○ The objective of the soil quality investigation to address AOC 1, AOC 4 and AOC 18 was to determine whether the current/former features associated with these AOCs had adversely impacted Site soils. A total of 24 soil samples were collected from the surface (investigation of the ASTs) or subsurface (collection at the UST tank invert depth) for EPH and contingency analyses. The analytical results confirmed that no releases had occurred surrounding these AOCs. No additional investigation is recommended to address these areas. ○ The objective of the soil quality investigation to address the landfill (AOC 16) was to determine whether an adequate clean fill cap exists above the solid waste and whether the soil within and/or underlying the solid waste exhibits any contaminants of concern with respect to NJDEP Soil Remediation Standards and/or Migration to Groundwater Criteria. The work scope therefore included collection of soil samples for laboratory analysis to characterize soil quality. As summarized in Figure 7, the soil analytical results for the shallow and intermediate depth soil samples collected within the soil covering the landfill solid waste and within the waste material indicates various concentrations of polycyclic aromatic hydrocarbons (PAHs) and various heavy metals above the most stringent soil remediation standards (MSSRS) for the direct contact pathway with several PAHs and

- metals also exceeding the Migration to Groundwater Soil Remediation Standards (MGWSRS). • The data indicate that the soil overlying the landfill does not meet the most stringent direct contact standards and is not considered a “clean soil cap”.
-
- Importantly with respect to the evaluation of whether or not the former landfill is a source of CVOCs to the bedrock aquifer at the Site and in the vicinity of the Site, the data indicate that CVOCs were either non-detect (ND) or reported at trace levels below the MSSRS and MGWSRS in the soil samples collected in the soil cover, the soil intermixed with the municipal solid waste, and soil beneath the solid waste indicating no evidence that soil at the Site, including soil in contact with the municipal solid waste, is a source of the CVOCs previously documented in the bedrock aquifer at the Site.

- Given the recent promulgation of groundwater quality criteria (GWQC) for PFAS and the anticipation that NJDEP would be promulgating soil remediation standards for these compounds, soil samples were collected for PFAS analysis as part of the supplemental RI phase of work. In fact, while the RI Report was being drafted, the NJDEP established interim ingestion/dermal soil remediation standards for three PFAS compounds, specifically perfluorononanoic acid (PFNA), perfluorooctanesulfonic acid (PFOS), and perfluorooctanoic acid (PFOA). Comparison of the soil analytical results to the NJDEP's recently adopted interim standards indicates the following:
 - All PFNA, PFOS, and PFOA concentrations in soil samples collected as part of the RI were either ND or below the applicable interim soil remediation standards.
 - Note that the NJDEP did not establish PFAS criteria for the migration to groundwater pathway, or MGWSRS, but instead, required that site-specific MGWSRS standards be calculated using data from soil samples subjected to the Synthetic Precipitation Leaching Procedure (SPLP) test.
 - Using the leachate analytical results generated by SPLP for site soil samples, a site-specific MGWSRS for PFAS compounds is to be established and the results compared to this standard to determine if soil at the Site poses a potential risk to future groundwater quality with respect to PFAS.
 - Since the PFAS soil standards and the SPLP recommendation were not in place at the time of Excel's PFAS sampling event, SPLP samples were not collected as part of the RI conducted to date therefore additional soil sampling is warranted to collect soil samples, conduct SPLP analysis, and calculate a site-specific MGWSRS for any of the PFAS compounds which were reported above detection limits in soil samples at the Site.
 - A supplemental RI work scope is therefore being prepared as part of a supplemental RI application for additional HDSRF funding
- ○ A supplemental groundwater investigation was conducted as part of the RI to further evaluate the overburden and bedrock aquifers at the Site and to evaluate whether the Site is a source of CVOCs or any other impacts to groundwater, including PFAS. The following work scope was conducted, and findings generated:
 - As shown on Figure 12, select overburden monitoring wells were sampled for the full Target Compound List (TCL)/Target Analyte List (TAL) and the results indicate no polychlorinated biphenyls (PCBs), or pesticides were reported above detection limits and various PAHs and heavy metals were reported in shallow groundwater at concentrations above their respective GWQC. Delineation of the downgradient extent of the shallow PAH groundwater quality exceedances is complete to the north but not to the west. Other than the arsenic concentrations reported in shallow groundwater, the metals exceedances are delineated.
- Resampling of groundwater as part of the supplemental HDSRF RI grant application will include total and dissolved metals to verify that the arsenic concentrations reported in shallow groundwater are reflective of particulates in groundwater and is not an issue of concern with respect to groundwater quality.
- ○ Importantly, there were no CVOCs reported in shallow groundwater at any well location other than well MW-1 located in the southwestern corner of the Site which the data indicate is likely reflective of an upgradient, offsite source, possibly the former Hourglass Cleaners which is a known contaminated site and a suspected source of PCE, a CVOC and dry-cleaning fluid.
- ○ Benzene was reported at levels just at or above its 1.0 microgram per liter (ug/l) GWQC at two wells located in the central section of the landfill, specifically wells MW-5 and MW-6, with no indication that the benzene is migrating laterally beyond the central section of the landfill. Delineation of the benzene is complete both horizontally and vertically.
- ○ As part of the supplemental RI conducted at the Site that was required to evaluate groundwater for PFAS, all 13 overburden monitoring wells were sampled for PFAS and the results compared to the GWQC established for PFNA, PFOS, and PFOA which are 13, 13 and 14 nanograms/liter (ng/L) or parts per trillion (ppt). The PFNA, PFOS and PFOA results are summarized in Figure 13 and indicate the following:
 - ✦ PFNA was not reported above its 13 ng/L GWQC in any of the 13 overburden monitoring wells;

• PFOS and PFOA were reported at concentrations above their respective GWQC at each of the 13 overburden well locations with the highest concentrations reported at well MW-6 located in the central section of the former landfill and lower concentrations but above GWQC at well locations in the downgradient direction. As previously discussed in Section 1.2.2, as shown in Figure 9, groundwater in the unconfined water table aquifer at the Site flows in a radial pattern from the landfill area in the east and southeastern portion of the Site to the west and north towards the drainage ditch and the Lewis Brook. As part of the RI, surface water samples and sediment samples were collected in the drainage ditch and the Lewis Brook and various concentrations of PFNA, PFOS and PFOA were reported in both sediment and surface water as shown in Figures 11 and 13. • Although there are no sediment or surface water criteria for PFAS established in NJ, an evaluation of these reported concentrations will be required as part of an ecological evaluation the scope of which is being developed and will be part of the supplemental RI work scope and HDSRF grant application. • The Supplemental RI work scope included installation of additional bedrock monitoring wells, performance of open hole geophysical testing during well drilling to evaluate water bearing and competent bedding planes in the Passaic Formation and to guide bedrock well design and installation, packer testing of water bearing bedrock intervals to evaluate for groundwater impacts, final well construction, and sampling of groundwater for the TCL/TAL organics and inorganics as well as a supplemental investigation for PFAS as required by NJDEP regulations. The key findings of the RI as summarized in the Geologic Cross-Sections provided as Figures 4 and 5 indicate the following: ○ There were no impacts to groundwater related to PCBs, semi-volatile organics, or cyanide, however, CVOCs were reported in bedrock well DEP-2 and well MW-8 reflecting groundwater quality in water bearing zones WB-2/WB-3 and the deeper water bearing zone WB-5. Based on its location in the southern section of the Site and the depth of water bearing zone WB-5, the data from MW-8 indicate that water bearing zone WB-5 is reflective of regional groundwater quality and CVOC concentrations are likely originating at a significant distance in the offsite, upgradient direction, likely south-southwest of the subject property. Packer test data at well MW-8 also indicated CVOCs at concentrations greater than GWQC within shallower water bearing zones WB-2/WB-3 and WB-4, respectively. Although additional investigation is needed to verify the distribution of these CVOC concentrations in the bedrock, the data suggest that the concentrations also originate from an offsite, upgradient source. This work will be incorporated into the supplemental RI application for additional HDSRF grant funds.

Well DEP-2 was previously installed by the NJDEP and, as shown in Figures 4 and 5, is straddling two water bearing zones (WB-2 and WB-3) and one confining layer (C-2) which is inconsistent with current NJDEP guidance for bedrock well construction.

- • Given the construction of this well, we cannot determine the origin of the CVOCs reported in groundwater in well DEP-2 and additional evaluation of these water bearing zones is warranted.
- • It is therefore recommended that well DEP-2 is modified through installation of a multi-level groundwater sampling system within the existing well to isolate water bearing zone WB-2 from WB-3 and enable collection of a separate water sample from each interval. This work will be incorporated into the supplemental RI application for additional HDSRF grant funds.
- A supplemental investigation of groundwater quality in the bedrock was conducted to include PFAS in compliance with NJDEP regulations given the potential for PFAS to be associated with various materials that could be deposited in a municipal solid waste landfill, including various plastics, carpeting, textiles, coatings on paper/paper plates, etc. therefore groundwater samples from packer test intervals were analyzed for PFAS was analyzed and the results indicate the following: • PFNA, PFOS and PFOA are detected at varying concentrations within the bedrock water bearing zones beneath the SLF but are predominantly less than the GWQC with the exception of PFOS and PFOA at monitoring well DEP-2;
- • As previously indicated, since DEP-2 is straddling two water bearing zones, the origin of the elevated PFOS and PFOA cannot be confirmed and further work is needed to enable collection of separate water samples from each water bearing interval;

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- Based on the RI data generated to date, additional bedrock groundwater quality investigation is warranted to confirm the origin and lateral and vertical extent of CVOC and PFAS impacts to groundwater and the potential for the landfill to be contributing some or all of these constituents. This work will be included in the supplemental RI HSDSF grant application.
- A Baseline Ecological Evaluation (BEE) was conducted by Engineering and Land Planning and was provided to Excel in December 2022. The BEE confirmed the presence of Contaminants of Potential Environmental Concern (COPECs) and Environmentally Sensitive Natural Resources (ESNRs) on the Site and identified migration pathways from COPECs to ESNRs. A plan showing observed wetland areas, surface water bodies, and flood hazard areas on the Site is provided as Figure 14. Based on the completed migration pathway, the report recommended either ecological remedial action or completion of an Ecological Risk Assessment. ○ Note that permits can be obtained from the NJDEP to allow for redevelopment to proceed at the Site despite the identification of wetlands and flood hazard areas on the Site.

1.4 Supplemental RI Work Scope

Based on the RI findings to date as described above, a supplemental RI work scope is currently being developed for additional funding through a supplemental HDSRF application. The supplemental RI work scope will include the following:

- Installation of additional on- and offsite overburden monitoring wells to complete groundwater quality delineation in the overburden aquifer;
- Installation of additional on- and offsite bedrock monitoring wells within the various bedrock water bearing zones to complete delineation of groundwater quality within the bedrock aquifer and verify the origin of CVOC and PFAS concentrations within the bedrock aquifer;
- Supplemental soil quality investigation to collect soil samples for SPLP that will establish site-specific MGWSRS for PFAS;
- Supplemental rounds of both overburden and bedrock groundwater sampling and analysis to complete the groundwater quality investigation; and
- Completion of an Ecological Risk Assessment

Council Members had questions on specific areas of the report. Ms. Dodge summarized by saying that regardless of what the Borough decides to do, the landfill must be capped and must be remediated. Mayor Davy asked that the application to DEP for additional funds for the testing that needs to be done be prepared and read for the February 6th Council meeting.

Mayor Davy asked Borough Planner Jim Kyle to present his report on Affordable Housing and the Housing Plan Element and Fair Share Plan. Planning Board Chair Jim Reilly was also in attendance. Mr. Kyle provided the following summary to Council for the packages and briefly explained the highlights to Council.

January 12, 2023

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

Re: Affordable Housing Plan Compliance Mechanisms

Dear Mayor and Council:

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

Pennington’s Affordable Housing Obligation

The first step in the process is to determine the Borough’s affordable housing obligation, which will form the basis for potential settlement with Fair Share Housing Center (FSHC) or in the alternative, for seeking Court-approval of the Borough’s plan without a settlement agreement.

Either way an obligation must be determined. Below is a summary of various obligations as calculated by FSHC and Econsult Solutions Inc (ESI). Note that the ESI numbers provided were calculated by applying the methodology set forth by Judge Jacobsen in her decision related to West Windsor and Princeton. While that decision was binding only on these two municipalities, FSHC has accepted the Jacobsen numbers in many communities as the basis for settlement and it offers the best number for the Borough.

Prior Round Present Need (Rehab Obligation) Gap Present Need (1999- 2015) Third Round (2015- 2025) Total (Prior + Gap Present + Third Round)

FSHC July 2015 52 50 N/A 203 255
FSHC July 2016 52 38 89 94 235
ESI Jacobsen 2018 52 70 72 62 186

Vacant Land Adjustment

Reviewing the above numbers, it is clear the Borough does not have the ability to meet even the lowest obligation noted as we have limited vacant land to support new development. In cases such as this, COAH’s regulations permit the Borough to seek a “vacant land adjustment”, a process that results in identification of “Realistic Development Potential” (RDP), which is the portion of the affordable housing obligation that can presently be constructed, and “Unmet Need”, which is the portion that is deferred. We note the Borough received a vacant land adjustment as part of its Second Round substantive certification on June 5, 2002. Based on a Second Round Obligation of 52 units, RDP was 20 units and Unmet Need 32 units.

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

As the Senior Center is currently operating, there would be a basis to remove it from the analysis, which would reduce RDP to 1 unit, but given recent progress on the new Senior Center, it may be best to include it. Once RDP is determined, this is subtracted from the obligation and the remainder is classified as Unmet Need. In the Borough’s case, assuming a RDP of 7 units would result in Unmet Need of 179 units considering the entire obligation, comprised of both the Second and Third Round Obligations as determined by the Jacobsen methodology.

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

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

1. Block 201, Lots 1, 2 and 9 – West Franklin Avenue. These three properties total 4.78 acres and are currently occupied by 3 single family homes. The site is split between the R-100 Residence and O-B Office Building Zones. All three properties or the rear portions of these properties could be rezoned. If the rear portions were rezoned the total acreage available is approximately 2.5.
2. Block 201, Lot 6 – Route 31 and West Delaware Avenue. This property totals 2.36 acres and is currently occupied by the Wells Fargo bank and other office uses. In speaking with the property owner, he currently has an offer from Chase Bank and will likely sell, and the purchase price is such that residential development would not be competitive.
3. Block 601, Lot 2.01 – 65 S. Main Street. This property totals 3.8 acres and is currently occupied by Howe Commons, which contains 5 office buildings totaling 32,000 square feet of floor area. In speaking with the owner, there is interest in discussing the possibility of residential at the site, but they feel conversion of

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existing office may be difficult from a code perspective. As the rear of the site fronts on Queens Lane, perhaps a portion of the site could be redeveloped with residential buildings.

4. Block 205, Lots 2, 4, 5 and 6 – Brookside Avenue. These properties total 3.7 acres and are currently occupied by single family dwellings and various nonresidential uses. Lewis Brook runs along and through the properties, which likely impacts development potential.

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

Following the presentation Council Members asked questions and provided input on what properties to include in the Vacant Land Adjustment and on other options for providing affordable housing. Mr. Kyle explained that once the report is finalized it will be presented to the Planning Board for inclusion in the Master Plan. Mr. Kyle stated that Borough Council will endorse the plan. Mr. Kyle stated that they will also prepare ordinances for Council to adopt. Mr. Kyle explained the importance of getting this finalized particularly with regard to the spending plan as the Borough is currently still collecting fees and using COAH funds without a spending plan in place. Mr. Kyle explained that once the plan is approved he will consult with Planning Board Attorney to have the plan filed with the Court. Mr. Kyle stated that without a court approved plan, the Borough is open for a Builders Remedy Suit though because Pennington Borough is primarily built out the possibility is low.

MAYOR APPOINTMENTS

Economic Development

Andy Hamlin – 1 year term ending December 31, 2023
Michael Briehler – Alternate 1 – 1 year term ending December 31, 2023

Mayor Davy stated that he has asked Jen Tracy if she is interested in the Alternate position on the Planning Board.

APPOINTMENTS (WITH COUNCIL APPROVAL)

Library Board

David Newberry – Unexpired term ending December 31, 2024

Council Member Chandler made a motion to approve the appointment of David Newberry to the Library Board, second by Council Member Angarone with all members present voting in favor.

ORDINANCES FOR INTRODUCTION

Mayor Davy read Ordinance 2023-1 by title. Mrs. Chandler asked that this be held until the February meeting because the edits are not showing in the document attached with the Ordinance.

BOROUGH OF PENNINGTON ORDINANCE NO. 2023-3

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

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

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

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

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

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

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

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

Mayor Davy read Ordinance 2023-6 by title.

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

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

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

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

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

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

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

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

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

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

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

Council Member Chandler made a motion to introduce Ordinance 2023-6, second by Council Member Valenza with all members present voting in favor.

COUNCIL DISCUSSION

Letter of Intent – Public Works Vehicle – Mr. Smith stated that he is also having difficulties obtaining a build date for the hybrid vehicle that was authorized for the Public Works Department and he will likely be coming back to Council with a request similar to that of the Police Department if the vendor for the police vehicles is able to provide a vehicle that meets his specifications for the Public Works Department.

NEW BUSINESS

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 1.34**

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

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

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

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

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

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

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

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

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

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

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

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

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	S			
Chandler	M				Stern	X			
Gnatt	X				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-1.34, second by Council Member Marciante with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 1.35**

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

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

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

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

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

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

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

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

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

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

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

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

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	X			
Chandler	M				Stern	X			
Gnatt	S				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-1.35, second by Council Member Gnatt with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023-1.36**

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

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

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

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

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

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

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

WHEREAS, purchase of the equipment to upfit the vehicle including labor on State Contract as proposed conforms with the Local Public Contracts Law and does not require further public bidding; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the General Capital Account under Ordinance 2022-6;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington that the acquisition of equipment to upfit the 2023 Chevrolet Tahoe Pursuit 4WD for the Pennington Borough Police Department pursuant to the attached proposal from Elite Vehicle Solutions is hereby authorized, and the Chief Financial Officer and Borough Clerk are further authorized to execute such purchase orders and other documents as are needed to effectuate the purchase.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	X			
Chandler	M				Stern	X			
Gnatt	S				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-1.36, second by Council Member Gnatt with all members present voting in favor.

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 1.37**

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

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

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

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

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

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

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

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

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

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

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

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	X			
Chandler	M				Stern	S			
Gnatt	X				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-1.37, second by Council Member Stern with all members present voting in favor.

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Page 15BOROUGH OF PENNINGTON
RESOLUTION 2023 – 1.38RESOLUTION AUTHORIZING SHARED SERVICES
AGREEMENT WITH HOPEWELL TOWNSHIP FOR ANIMAL CONTROL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of

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Pennington, that the Mayor, with the attestation of the Borough Clerk, is hereby authorized to enter into a shared services agreement with Hopewell Township complying in substance with the form attached and the related contract proposal, incorporating Best Practices as aforesaid, and subject to approval as to form by the Borough Attorney.

Record of Council Vote on Passage									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Angarone	X				Marciante	X			
Chandler	M				Stern	X			
Gnatt	S				Valenza	X			

Council Member Chandler made a motion to approve Resolution 2023-1.38, second by Council Member Gnatt with all members present voting in favor.

PROFESSIONAL REPORTS

Borough Attorney – Mr. Bliss had nothing further to report.

Chief Doug Pinelli – Chief Pinelli had nothing further to report.

Superintendent of Public Works – Mr. Smith had nothing further to report.

Borough Clerk – Mrs. Sterling had nothing further to report.

Chief Financial Officer – Ms. Webb was not in attendance.

Public Comment

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

There were no comments from the public.

Mr. Marciante asked for an update on the status of the First Aid Squad. Mayor Davy stated that from what he understands they are going out of business effective March 1 and Hopewell Fire District is negotiating an agreement with Capital Health for ambulance services. Mayor Davy stated that there will be a cost involved which will be a budget discussion, but we don’t really have much of a choice. Ms. Angarone asked what happens to the building. Mayor Davy stated that he has heard several comments on this but he would like a legal opinion on what happens to the building. Some discussion took place with regard to response time if an ambulance has to come from Capital Health. Mr. Nieman stated that it could be negotiated to have an ambulance stationed in Pennington.

AT, 9:22 PM, with no further business to address Council Member Chandler made a motion to adjourn the meeting, second by Council Member Marciante with all members voting in favor.

Respectfully submitted,

Elizabeth Sterling
Borough Clerk

BOROUGH OF PENNINGTON
ORDINANCE NO. 2023-3

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

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

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

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

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

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

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

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

Introduced: _____

Advertised: _____

Public Hearing: _____

Adopted: _____

Published: _____

ATTEST:

Elizabeth Sterling, Borough Clerk

APPROVED:

James Davy, Mayor

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

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

RECORD OF COUNCIL VOTE ON INTRODUCTION

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

RECORD OF COUNCIL VOTE ON ADOPTION

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
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Gnatt					Stern				

PENNINGTON BOROUGH POLICE DEPARTMENT STANDARD OPERATING PROCEDURE



RULES AND REGULATIONS

BY THE ORDER OF:

Chief Douglas M. Pinelli

OF PAGES: 35

APPROPRIATE AUTHORITY:

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

EFFECTIVE DATE:

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INTRODUCTION

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

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

1:1.2 Rules and Regulations Established

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

1:1.3 Right to Amend or Revoke

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

1:1.4 Previous Rules, Policies and Procedures

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

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

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

1:2.2 Chapter and Section Sequence

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

1:2.3 Subsection Sequence

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

1:2.4 Series Lettering

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

1:2.5 Flexibility of System

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

1:3 RULES AND REGULATIONS MANUAL

1:3.1 Application

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

1:3.2 Distribution

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

1:3.3 Responsibility for Maintenance

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

1:3.4 Familiarization

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

1:3.5 Severability

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

1:4 DEFINITION OF TERMS

1:4.1 Acting

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

1:4.2 Annual Leave

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

1:4.3 Appropriate Authority

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

1:4.4 Authority

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

1:4.5 Chain of Command

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

1:4.6 Chief of Police

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

1:4.7 Days Off

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

1:4.8 Department

The Pennington Borough Police Department.

1:4.9 Detail

A temporary assignment of personnel for a specialized activity.

1:4.10 Employee

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

1:4.12 Incompetence

Incapable of satisfactory performance of police duties.

1:4.13 **Insubordination**

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

1:4.14 **Lawful Order**

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

1:4.15 **May**

As used herein, the word [] “may”[] means that the action indicated is permitted, expected or encouraged.

1:4.16 **Member**

Any duly sworn police officer of the department.

1:4.17 **Military Leave**

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

1:4.18 **Neglect of Duty**

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

1:4.19 **Off-Duty**

The status of an employee during the period [] **they are** free from the performance of specified duties. Members are subject to recall at all times.

1:4.20 **On-Duty**

The status of an employee during the period of day when [] **they are** actively engaged in the performance of [] **their** duties.

1:4.21 **Order**

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

1:4.22 Post

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

1:4.23 Plurality of Words

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

1:4.24 Probationary Police Officer

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

1:4.25 Probationary Period

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

1:4.26 Shall

As used herein, the word "shall" means the action required is mandatory.

1:4.27 Shift

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

1:4.28 Staff Supervision

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

1:4.29 Subordinate

A member lower in rank than **their** superior officer.

1:4.30 Superior Officer

A member holding the rank of Sergeant or higher.

1:4.31 Supervisor

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

1:4.32 Tense of Words

The words used in the present tense include the future.

1:4.33 Tour of Duty

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

1:4.34 Zone/Sector

Item 17.

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

1:5 CODE OF ETHICS

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

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

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

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

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

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

1:6.1 Mission Statement

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

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

1:6.2 Core Values

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

ORGANIZATION

2:1 GENERAL DUTIES AND RESPONSIBILITIES**2:1.1 Chief of Police**

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

2:1.2 Commanders and Supervisors

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

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

2:1.3 Police Officers

Police officers shall:

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

2:1.4 Civilian Employees

Civilian employees shall:

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

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

RULES OF CONDUCT

3:1 PROFESSIONAL AND GENERAL CONDUCT**3:1.1 Standards of Conduct**

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

3:1.2 Loyalty

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

3:1.3 Cooperation

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

3:1.4 Assistance

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

3:1.5 Performance of Duty

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

3:1.6 Action Off-Duty

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

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

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

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

3:1.8 Withholding Information

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

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

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

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

3:1.10 Neglect of Duty

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

3:1.11 Insubordination

Employees shall not:

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

3:1.12 Conduct Toward Other Department Employees

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

3:1.13 Compromising Criminal or Traffic Cases/Investigations

Employees shall not interfere with the proper administration of justice.

3:1.14 Recommending Attorney and Bail Bond Brokers Prohibited

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

3:1.15 Posting Bail

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

3:1.16 Use of Force

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

3:1.17 Physical and Mental Fitness for Duty

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

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

3:1.18 Driver's License

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

3:1.19 Address and Telephone Numbers

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

3:2 ISSUING ORDERS

3:2.1 Manner of Issuing Orders

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

3:2.2 Unlawful Orders

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

3:2.3 Improper Orders

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

3:3 RECEIVING ORDERS

3:3.1 Questions Regarding Orders

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

3:3.2 Obedience to Unlawful Orders

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

3:3.3 Obedience to Improper Orders

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

3:3.4 Conflicting Orders

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

3:3.5 Reports of Unlawful or Improper Orders

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

3:3.6 Criticism of Official Acts or Orders

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

3:4 POLICE RECORDS AND INFORMATION

3:4.1 Release of Information

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

3:4.2 Department Records

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

3:4.3 Reports

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

3:5 GIFTS, REWARDS, ETC.

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

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

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

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

3:5.3 Other Transactions

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

3:5.4 Disposition of Unauthorized Gifts and/or Gratuities

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

3:5.5 Debts - Incurring and Payment

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

3:5.6 Intercession – Soliciting

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

3:6 ALCOHOLIC BEVERAGES AND DRUGS

3:6.1 Alcoholic Beverages and Drugs

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

which have a liquor license). If an employee is unclear whether an establishment will violate this section, **they shall** contact **their** supervisor.

6. Employees shall not bring into or keep any alcohol or drugs on department premises except when necessary in the performance of a police related task. Alcohol or drugs brought into department premises in the furtherance of a police related task shall be properly identified and stored according to department written directives.
7. Any employee reporting for duty with the odor of alcohol on **their** breath or appearing to be under the influence may be subject to testing as set forth in Section 3:6.1.
8. No liquor license shall be held by any police officer, or by any profit corporation or association in which any police officer is interested, directly or indirectly.
9. Pursuant to law, members of the Pennington Borough Police Department may not be employed by a business located in the Borough, which is licensed to sell alcoholic beverages in New Jersey. Members of the Pennington Borough Police Department may be employed by such licensed businesses, which are located outside the Borough of Pennington with prior notice to the Chief of Police and under the following legal conditions:
 - a. Police officers so employed shall not, while engaged in the selling, serving, possessing or delivering of any alcoholic beverages: (1) have in **their** possession any firearm, or; (2) wear or display any uniform, badge or insignia which would identify them as a police officer.
 - b. No police officer so employed shall be permitted to work in excess of twenty-four (24) hours per week in any such establishment.

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

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

3:6.2 Substance Testing

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

3:7 DUTY CONDUCT

3:7.1 Reporting for Duty

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

3:7.2 Absence from Duty

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

3:7.3 Harassment in the Workplace

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

3:7.4 Civil Rights

All employees shall observe and respect the civil rights of all persons, as indicated by law.

3:7.5 Work Expectation

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

3:7.6 Retaliation

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

3:7.7 Personal Relationships

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

3:7.8 Smoking

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

3:7.9 Distracters

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

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3:7.10 Relief

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

3:7.11 Meals/Breaks

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

3:7.12 Training

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

3:7.13 Military Courtesy

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

3:7.14 National Colors and Anthem

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

3:7.15 Inspections

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

3:7.16 Prohibited Activity On-Duty

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

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

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

3:7.17 Availability While on Duty

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

3:7.18 All Other Conduct

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

3:8.1 Regulation Uniforms Required

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

3:8.2 Manner of Wearing the Uniform

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

3:8.3 Manner of Wearing Civilian Attire

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

3:8.4 Wearing or Carrying Identification

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

3:8.5 Identification as Police Officer

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

3:8.6 Personal Appearance

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

1. Male Employees

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

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

2. **Female Employees**

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

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

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

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

Definitions:

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

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

The following tattoos, scarifications and brands are prohibited:

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

3:9 DEPARTMENT EQUIPMENT AND PROPERTY

3:9.1 Equipment On-Duty

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

3:9.2 Equipment Off-Duty

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

3:9.3 Firearms

Employees shall follow department written directive on the care and handling of firearms. (Refer to Weapons and Ammunition SOP)

3:9.4 Department Property and Equipment

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

3:9.5 Use of Department Property and Equipment

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

3:9.6 Damaged or Inoperative Property or Equipment

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

3:9.7 Care of Department Buildings

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

3:9.8 Notices

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

3:9.9 Use of Department Vehicles

Employees shall not use any department vehicle without the permission of the Chief of Police or **their** designee.

3:9.10 Operation of Department Vehicles

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

3:9.11 Transporting Non-Borough Employees

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

3:9.12 Reporting Accidents

Accidents involving department personnel, property, equipment and vehicles [t] **shall** be reported in accordance with department written directive.

3:9.13 Inspection

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

3:9.14 Liability

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

3:9.15 Presumption of Responsibility

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

3:9.16 Surrender of Department Property

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

3:10 COMMUNICATIONS, CORRESPONDENCE

3:10.1 Restrictions

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

3:10.2 Forwarding Communications

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

3:10.3 Use of Department Address

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

3:10.4 Telephones

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

3:10.5 Radio Discipline

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

3:11.1 Publicity

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

3:11.2 Commercial Testimonials

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

3:11.3 Public Appearance Requests

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

3:11.4 Courtesy

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

3:11.5 Impartial Attitude

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

3:11.6 Disparaging Comments Regarding Protected Personal Characteristics

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

or blood trait, genetic information, nationality, pregnancy or other protected class (N.J.S.A. 10:101 et seq.).

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3:11.7 Public Statements

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

3:11.8 Subversive Organizations

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

3:11.9 Affiliation with Certain Organizations Prohibited

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

3:11.10 Affiliation with Radical Groups

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

3:12 POLITICAL ACTIVITIES

3:12.1 Political Activities Prohibited

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

3:12.2 Election to Public Office

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

3:12.3 Soliciting Prohibited

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

3:12.4 Contributions

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

3:12.5 Polling Duties

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

3:12.6 Displaying of Political Material

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

3:13 JUDICIAL APPEARANCE AND TESTIMONY

3:13.1 Court Appearances

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

3:13.2 Testifying for the Defendant

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

3:13.3 Duty of Employees to Appear and Testify

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

3:13.4 Department Investigations – Testifying

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

3:13.5 Truthfulness

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

3:13.6 Civil Action, Court Appearances – Subpoenas

An employee shall not volunteer to testify in civil actions and shall not testify unless legally subpoenaed. Employees will accept all subpoenas legally served. If the subpoena arises out of department employment or if the employee is informed that ☐ they are a party to a civil action arising out of department employment, ☐ they shall immediately notify the Chief of Police or designee, who

in turn shall notify the proper authorities. Employees shall not enter into any financial understanding for appearances as witnesses prior to any trial, except in accordance with department directives.

3:13.7 Civil Depositions and Affidavits

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

3:13.8 Civil Action, Expert Witness

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

3:13.9 Civil Process

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

3:13.10 Internal Affairs Investigations

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

DISCIPLINARY REGULATIONS**4:1 DISCIPLINARY ACTION****4:1.1 Disciplinary Action**

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

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

4:1.2 Establishing Elements of Violation

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

4:2 DEPARTMENT AUTHORITY FOR CORRECTIVE ACTION/DISCIPLINE

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

4:2.1 Corrective Action

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

Training - Training is encouraged as a means of improving employee effectiveness and performance through positive and constructive methods. Training and discipline are not mutually exclusive. Certain minor offenses may be handled through targeted training. Supervisors have an affirmative obligation to observe the conduct and appearance of employees and detect those instances wherein corrective action (training) may be necessary. Training includes:

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

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

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

4:2.2 Discipline

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

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

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

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

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

4:2.3 Appeals Procedure

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

**BOROUGH OF PENNINGTON
ORDINANCE NO. 2023 - 7**

**ORDINANCE INCREASING BOROUGH ADMINISTRATIVE FEES IN CONNECTION WITH
PAID DETAIL POLICE SERVICES AND AMENDING CHAPTER 98 (FEES) OF THE CODE OF
THE BOROUGH OF PENNINGTON**

WHEREAS, Paid Detail Services are services provided by off-duty employment of Borough police officers in police-related services for private persons and entities;

WHEREAS, intends by this Ordinance to revise the hourly rate for administrative services performed by the Borough in connection with Paid Detail Services;

NOW THEREFORE BE IT ORDAINED by the Borough Council of the Borough of Pennington that Article IV of Chapter 98 of the Code of the Borough of Pennington, concerning Fees Required for Paid Detail Police Services, in particular Section 98-24, sub-section E, is hereby amended (with deleted language crossed out and new language underlined) to increase from \$10.00 to \$25.00 the hourly rate for Borough administrative services:

98-24. Fees.

*** E. In addition to the hourly rates specified, ~~\$10~~ \$25 per hour shall be charged by the Borough as an administrative fee.

BE IT FURTHER ORDAINED that this Ordinance shall take effect upon passage and publication as provided by law.

Introduced: _____

Advertised: _____

Public Hearing: _____

Adopted: _____

Published: _____

ATTEST:

APPROVED:

Elizabeth Sterling, Borough Clerk

James Davy, Mayor

BOROUGH OF PENNINGTON
ORDINANCE NO. 2023 -7

**ORDINANCE INCREASING BOROUGH ADMINISTRATIVE FEES IN CONNECTION WITH
PAID DETAIL POLICE SERVICES AND AMENDING CHAPTER 98 (FEES) OF THE CODE OF
THE BOROUGH OF PENNINGTON**

RECORD OF COUNCIL VOTE ON INTRODUCTION

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

RECORD OF COUNCIL VOTE ON ADOPTION

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

**BOROUGH OF PENNINGTON
ORDINANCE 2023 – 1**

BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$120,000 FOR IMPROVEMENTS TO WEST FRANKLIN AVENUE AND KNOWLES STREET IN AND BY THE BOROUGH OF PENNINGTON, IN THE COUNTY OF MERCER, NEW JERSEY, AND AUTHORIZING THE ISSUANCE OF \$120,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE THE COST THEREOF.

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

Section 1. The improvement described in Section 3(a) of this bond ordinance has heretofore been authorized to be undertaken by the Borough of Pennington, in the County of Mercer, New Jersey (the "Borough") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the supplemental amount of \$120,000, such sum being in addition to the \$715,000 appropriated therefor by Bond Ordinance #2022-5 of the Borough, finally adopted May 2, 2022 (the "Original Bond Ordinance"). No additional down payment is required since the Original Bond Ordinance referenced a grant in the amount of \$515,000 from the State of New Jersey Department of Transportation.

Section 2. In order to finance the additional cost of the improvement or purpose, negotiable bonds are hereby authorized to be issued in the principal amount of \$120,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement heretofore authorized and the purpose for the financing of which the bonds are to be issued is improvements to West Franklin Avenue and Knowles Street, including resurfacing, reconstruction and drainage and further including all work and materials necessary therefor and incidental thereto, as described in the Original Bond Ordinance.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is \$835,000, including the \$715,000 authorized by the Original Bond Ordinance and the \$120,000 bonds or bond anticipation notes authorized herein.

(c) The estimated cost of the improvement or purpose is \$835,000, including the \$715,000 appropriated by the Original Bond Ordinance and the \$120,000 appropriated herein.

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

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

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

- (a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.
- (b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 10 years.
- (c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been

filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$120,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

- (d) An aggregate amount not exceeding \$224,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement. Of this amount, \$200,000 was estimated for these items of expense in the Original Bond Ordinance and an additional \$24,000 is estimated therefor herein.

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

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

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

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

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

Introduced: January 4, 2023

Advertised: January 12, 2023

Public Hearing: _____

Adopted: _____

Published: _____

ATTEST:

APPROVED:

Elizabeth Sterling, Borough Clerk

James Davy, Mayor

BOROUGH OF PENNINGTON
ORDINANCE 2023 – 1

BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$120,000 FOR IMPROVEMENTS TO WEST FRANKLIN AVENUE AND KNOWLES STREET IN AND BY THE BOROUGH OF PENNINGTON, IN THE COUNTY OF MERCER, NEW JERSEY, AND AUTHORIZING THE ISSUANCE OF \$120,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE THE COST THEREOF.

RECORD OF COUNCIL VOTE ON INTRODUCTION

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

RECORD OF COUNCIL VOTE ON ADOPTION

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

**BOROUGH OF PENNINGTON
ORDINANCE 2023 – 2**

BOND ORDINANCE PROVIDING FOR THE RESURFACING OF ROCKWELL GREEN DRIVE, CHADWELL COURT AND SCUDDER COURT IN AND BY THE BOROUGH OF PENNINGTON, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING \$700,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$155,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE THE COST THEREOF.

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

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Borough of Pennington, in the County of Mercer, New Jersey (the "Borough") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$700,000, including a grant from the State of New Jersey Department of Transportation in the amount of \$545,000 (the "State Grant"). Pursuant to N.J.S.A. 40A:2-11(c), no down payment is provided for the cost of the improvement or purpose herein since the improvement or purpose is being partially funded by the State Grant.

Section 2. In order to finance the cost of the improvement or purpose not covered by the State Grant, negotiable bonds are hereby authorized to be issued in the principal amount of \$155,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is the resurfacing of Rockwell Green Drive, Chadwell Court and Scudder Court, including all work and materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

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

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

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

- (a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.
- (b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 10 years.
- (c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the

Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$155,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

- (d) An aggregate amount not exceeding \$140,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

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

Section 8. Any grant moneys received for the purpose described in Section 3(a) hereof shall be applied either to direct payment of the cost of the improvement or, if other than the State Grant referred to in Section 1 hereof, to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

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

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

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

Introduced: January 4, 2023

Advertised: January 9, 2023

Public Hearing: _____

Adopted: _____

Published: _____

ATTEST:

APPROVED:

Elizabeth Sterling, Borough Clerk

James Davy, Mayor

BOROUGH OF PENNINGTON
ORDINANCE 2023 – 2

BOND ORDINANCE PROVIDING FOR THE RESURFACING OF ROCKWELL GREEN DRIVE, CHADWELL COURT AND SCUDDER COURT IN AND BY THE BOROUGH OF PENNINGTON, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING \$700,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$155,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE THE COST THEREOF.

RECORD OF COUNCIL VOTE ON INTRODUCTION

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

RECORD OF COUNCIL VOTE ON ADOPTION

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

**BOROUGH OF PENNINGTON
ORDINANCE 2023 - 4**

**AN ORDINANCE BY BOROUGH COUNCIL OF PENNINGTON AMENDING
THE PENNINGTON BOROUGH CODE OF ORDINANCES TO SUPERSEDE
ALL EXISTING PROVISIONS OF CHAPTER 108 BY ADOPTING NEW
SECTIONS 101 THROUGH 1001; TO ADOPT FLOOD HAZARD MAPS; TO
DESIGNATE A FLOODPLAIN ADMINISTRATOR AND TO PROVIDE FOR
SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, the Legislature of the State of New Jersey has, in N.J.S.A. 40:48 et seq and N.J.S.A. 40:55D et seq., conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of **Pennington Borough** and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the **Pennington Borough** was accepted for participation in the National Flood Insurance Program on **June 25, 1976** and the **Borough Council of Pennington** desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59, 60, 65 and 70 necessary for such participation; and

WHEREAS, the **Pennington Borough** is required, pursuant to N.J.A.C. 5:23 et seq., to administer and enforce the State building codes, and such building codes contain certain provisions that apply to the design and construction of buildings and structures in flood hazard areas; and

WHEREAS, the **Pennington Borough** is required, pursuant to N.J.S.A. 40:49-5, to enforce zoning codes that secure safety from floods and contain certain provisions that apply to the development of lands; and

WHEREAS, the **Pennington Borough** is required, pursuant to N.J.S.A.58:16A-57, within 12 months after the delineation of any flood hazard area, to adopt rules and regulations concerning the development and use of land in the flood fringe area which at least conform to the standards promulgated by the New Jersey Department of Environmental Protection (NJDEP).

NOW, THEREFORE, BE IT ORDAINED by the **Borough Council of Pennington** that the following floodplain management regulations are hereby adopted.

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. These regulations specifically repeal and replace Sections 108-1 through 108-18 of Chapter 108 of the Code of the Borough of Pennington.

SECTION 101: SCOPE AND ADMINISTRATION

101.1 Title. These regulations, in combination with the flood provisions of the Uniform Construction Code (UCC) N.J.A.C. 5:23 (hereinafter “Uniform Construction Code,” consisting of the Building Code, Residential Code, Rehabilitation Subcode, and related codes, and the New Jersey Flood Hazard Area Control Act (hereinafter “FHACA”), N.J.A.C. 7:13, shall be known as the *Floodplain Management Regulations of Pennington Borough* (hereinafter “these regulations”).

101.2 Scope. These regulations, in combination with the flood provisions of the Uniform Construction Code and FHACA shall apply to all proposed development in flood hazard areas established in Section 102 of these regulations.

101.3 Purposes and objectives. The purposes and objectives of these regulations are to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific flood hazard areas through the establishment of comprehensive regulations for management of flood hazard areas, designed to:

- (1) Protect human life and health.
- (2) Prevent unnecessary disruption of commerce, access, and public service during times of flooding.
- (3) Manage the alteration of natural floodplains, stream channels and shorelines;
- (4) Manage filling, grading, dredging and other development which may increase flood damage or erosion potential.
- (5) Prevent or regulate the construction of flood barriers which will divert floodwater or increase flood hazards.
- (6) Contribute to improved construction techniques in the floodplain.
- (7) Minimize damage to public and private facilities and utilities.
- (8) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas.
- (9) Minimize the need for rescue and relief efforts associated with flooding.
- (10) Ensure that property owners, occupants, and potential owners are aware of property located in flood hazard areas.
- (11) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events.
- (12) Meet the requirements of the National Flood Insurance Program for community participation set forth in Title 44 Code of Federal Regulations, Section 59.22.

101.4 Coordination with Building Codes. Pursuant to the requirement established in N.J.A.C. 5:23, the Uniform Construction Code, that the **Pennington Borough** administer and enforce the State building codes, the **Borough Council of Pennington** does hereby acknowledge that the Uniform Construction Code contains certain provisions that apply to the design and construction of buildings and structures in flood hazard areas. Therefore, these regulations are intended to be administered and enforced in conjunction with the Uniform Construction Code.

101.5 Ordinary Building Maintenance and Minor Work. Improvements defined as ordinary building maintenance and minor work projects by the Uniform Construction Code including non-structural replacement-in-kind of windows, doors, cabinets, plumbing fixtures, decks, walls, partitions, new flooring materials, roofing, etc. shall be evaluated by the Floodplain Administrator through the floodplain development permit to ensure compliance with the Substantial Damage and Substantial Improvement Section 103.14 of this ordinance.

101.6 Warning. The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. Enforcement of these regulations does not imply that land outside the special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage.

101.7 Other laws. The provisions of these regulations shall not be deemed to nullify any provisions of local, State, or Federal law.

101.8 Violations and Penalties for Noncompliance. No structure or land shall hereafter be constructed, re-located to, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a violation under N.J.S.A. 40:49-5. Any person who violates this ordinance or fails to comply with any of its requirements shall be subject to one (1) or more of the following: a fine of not more than \$1250 imprisonment for a term not exceeding ninety(90) days or a period of community service not exceeding 90 days.

Each day in which a violation of an ordinance exists shall be considered to be a separate and distinct violation subject to the imposition of a separate penalty for each day of the violation as the Court may determine except that the owner will be afforded the opportunity to cure or abate the condition during a 30 day period and shall be afforded the opportunity for a hearing before the court for an independent determination concerning the violation. Subsequent to the expiration of the 30 day period, a fine greater than \$1250 may be imposed if the court has not determined otherwise, or if upon reinspection of the property, it is determined that the abatement has not been substantially completed.

Any person who is convicted of violating an ordinance within one year of the date of a previous violation of the same ordinance and who was fined for the previous violation, shall be sentenced by a court to an additional fine as a repeat offender. The additional fine imposed by the court upon a person for a repeated offense shall not be less than the minimum or exceed the maximum fine fixed for a violation of the ordinance, but shall be calculated separately from the fine imposed for the violation of the ordinance.

101.8.1 Solid Waste Disposal in a Flood Hazard Area. Any person who has unlawfully disposed of solid waste in a floodway or floodplain who fails to comply with this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$2500 or up to a maximum penalty by a fine not exceeding \$10,000 under N.J.S.A. 40:49-5.

101.9 Abrogation and greater restrictions. These regulations supersede any ordinance in effect in flood hazard areas. However, these regulations are not intended to repeal or abrogate any existing ordinances including land development regulations, subdivision regulations, zoning ordinances, storm water management regulations, or building codes. In the event of a conflict between these regulations and any other ordinance, code, or regulation, the more restrictive shall govern.

SECTION 102: APPLICABILITY

102.1 General. These regulations, in conjunction with the Uniform Construction Code, provide minimum requirements for development located in flood hazard areas, including the subdivision of land and other developments; site improvements and installation of utilities; placement and replacement of manufactured homes; placement of recreational vehicles; new construction and alterations, repair, reconstruction, rehabilitation or additions of existing buildings and structures; substantial improvement of existing buildings and structures, including repair of substantial damage; installation of tanks; temporary structures and temporary or permanent storage; utility and miscellaneous Group U buildings and structures; and certain building work exempt from permit under the Uniform Construction Code; and other buildings and development activities.

102.2 Establishment of Flood Hazard Areas. The **Borough of Pennington** was accepted for participation in the National Flood Insurance Program on **June 25, 1976**

The National Flood Insurance Program (NFIP) floodplain management regulations encourage that all Federal, State, and Local regulations that are more stringent than the minimum NFIP standards take precedence in permitting decisions. The FHACA requires that the effective Flood Insurance Rate Map, most recent preliminary FEMA mapping and flood studies, and Department delineations be compared to determine the most restrictive mapping. The FHACA also regulates unstudied flood hazard areas in watersheds measuring 50 acres or greater in size and most riparian zones in New Jersey. Because of these higher standards, the regulated flood hazard area in New Jersey may be more expansive and more restrictive than the FEMA Special Flood Hazard Area. Maps and studies that establish flood hazard areas are on file at the **office of the Floodplain Administrator at the Pennington Borough Offices, 30 N Main street, Pennington, NJ 08534.**

The following sources identify flood hazard areas in this jurisdiction and must be considered when determining the Best Available Flood Hazard Data Area:

- 1) **Effective Flood Insurance Study.** Special Flood Hazard Areas (SFHAs) identified by the Federal Emergency Management Agency in a scientific and engineering report entitled Flood Insurance Study Mercer County, New Jersey (All Jurisdictions) dated July 20, 2016 and the accompanying Flood Insurance Rate Maps (FIRM) identified in Table 102.2(1) whose effective date is July 20, 2016 are hereby adopted by reference.

Table 102.2(1)

Map Panel #	Effective Date	Suffix	Map Panel #	Effective Date	Suffix
34021C0108	July 20, 2016	F			
34021C0109	July 20, 2016	F			

- 2) **Federal Best Available Information. Pennington Borough** shall utilize Federal flood information as listed in the table below that provides more detailed hazard information, higher flood elevations, larger flood hazard areas, and results in more restrictive regulations. This information may include but is not limited to preliminary flood elevation guidance from FEMA (such as Advisory Flood Hazard Area Maps, Work Maps or Preliminary FIS and FIRM). Additional Federal Best Available studies issued after the date of this ordinance must also be considered. These studies are listed on FEMA’s Map Service Center. This information shall be used for floodplain regulation purposes only.

Table 102.2(2)

Map Panel #	Preliminary Date	Map Panel #	Preliminary Date

None as of the date of this ordinance			

- 3) **Other Best Available Data. Pennington Borough** shall utilize high water elevations from flood events, groundwater flooding areas, studies by federal or state agencies, or other information deemed appropriate by the **Pennington Borough**. Other “best available information” may not be used which results in less restrictive flood elevations, design standards, or smaller flood hazard areas than the sources described in Section 102.2 (1) and (2), above. This information shall be used for floodplain regulation purposes only.
- 4) **State Regulated Flood Hazard Areas.** For State regulated waters, the NJ Department of Environmental Protection (NJDEP) identifies the flood hazard area as the land, and the space above that land, which lies below the “Flood Hazard Area Control Act Design Flood Elevation”, as defined in Section 201, and as described in the New Jersey Flood Hazard Area Control Act at N.J.A.C. 7:13. A FHACA flood hazard area exists along every regulated water that has a drainage area of 50 acres or greater. Such area may extend beyond the boundaries of the Special Flood Hazard Areas (SFHAs) as identified by FEMA. The following is a list of New Jersey State studied waters in this community under the FHACA, and their respective map identification numbers:

Table 102.2(3) List of State Studied Waters

Name of Studied Water	File Name	Map Number
Stony Brook	SUPPVIII36	4
Stony Brook	SUPPVIII37	5

102.3 Establishing the Local Design Flood Elevation (LDFE).

The Local Design Flood Elevation (LDFE) is established in the flood hazard areas determined in Section 102.2, above, using the best available flood hazard data sources, and the Flood Hazard Area Control Act minimum Statewide elevation requirements for lowest floors in A, Coastal A, and V zones, as applicable, ASCE 24 requirements for critical facilities as specified by the building code, plus additional freeboard as specified by this ordinance.

At a minimum, the Local Design Flood Elevation shall be as follows:

- 1) For a delineated watercourse, the elevation associated with the Best Available Flood Hazard Data Area determined in Section 102.2, above plus one foot or as described by N.J.A.C. 7:13 of freeboard; or
- 2) For any undelineated watercourse (where mapping or studies described in 102.2 (1) and (2) above are not available) that has a contributory drainage area of 50 acres or more, the applicants must provide one of the following to determine the Local Design Flood Elevation:

a. A copy of an unexpired NJDEP Flood Hazard Area Verification plus one foot of freeboard and any additional freeboard as required by ASCE 24; or

b. A determination of the Flood Hazard Area Design Flood Elevation using Method 5 or Method 6 (as described in N.J.A.C. 7:13) plus one foot of freeboard and any additional freeboard as required by ASCE 24. Any determination using these methods must be sealed and submitted according to Section 105.2-3.
- 3) AO Zones – For Zone AO areas on the municipality’s FIRM (or on preliminary flood elevation guidance from FEMA), the Local Design Flood Elevation is determined from the FIRM panel as the highest adjacent grade plus the depth number specified plus one foot of freeboard. If no depth number is specified, the Local Design Flood Elevation is three (3) feet above the highest adjacent grade.
- 4) Class IV Critical Facilities - For any proposed development of new and substantially improved Flood Design Class IV Critical Facilities, the Local Design Flood Elevation must be the higher of the 0.2% annual chance (500 year) flood elevation or the Flood Hazard Area Design Flood Elevation with an additional 2 feet of freeboard in accordance with ASCE 24.
- 5) Class III Critical Facilities - For proposed development of new and substantially improved Flood Design Class III Critical Facilities in coastal high hazard areas, the Local Design Flood Elevation must be the higher of the 0.2% annual chance (500 year) flood elevation or the Flood Hazard Area Design Flood Elevation with an additional 1 foot of freeboard in accordance with ASCE 24.

SECTION 103: DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

103.1 Floodplain Administrator Designation. The **Construction official** is designated the Floodplain Administrator. The Floodplain Administrator shall have the authority to delegate performance of certain duties to other employees.

103.2 General. The Floodplain Administrator is authorized and directed to administer the provisions of these regulations. The Floodplain Administrator shall have the authority to render interpretations of these regulations consistent with the intent and purpose of these regulations and to establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be consistent with the intent and purpose of these regulations and the flood provisions of the building code and shall not have the effect of waiving specific requirements without the granting of a variance pursuant to Section 107 of these regulations.

103.3 Coordination. The Floodplain Administrator shall coordinate with the Construction Official to administer and enforce the flood provisions of the Uniform Construction Code.

103.4 Duties. The duties of the Floodplain Administrator shall include but are not limited to:

- (1) Review all permit applications to determine whether proposed development is located in flood hazard areas established in Section 102 of these regulations.
- (2) Require development in flood hazard areas to be reasonably safe from flooding and to be designed and constructed with methods, practices and materials that minimize flood damage.
- (3) Interpret flood hazard area boundaries and provide available flood elevation and flood hazard information.
- (4) Determine whether additional flood hazard data shall be obtained or developed.
- (5) Review required certifications and documentation specified by these regulations and the building code to determine that such certifications and documentations are complete.
- (6) Establish, in coordination with the Construction Official, written procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 103.14 of these regulations.
- (7) Coordinate with the Construction Official and others to identify and investigate damaged buildings located in flood hazard areas and inform owners of the requirement to obtain permits for repairs.
- (8) Review requests submitted to the Construction Official seeking approval to modify the strict application of the flood load and flood resistant construction requirements of the Uniform Construction code to determine whether such requests require consideration as a variance pursuant to Section 107 of these regulations.
- (9) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps when the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available.
- (10) Require applicants who propose alteration of a watercourse to notify adjacent jurisdictions and the NJDEP Bureau of Flood Engineering, and to submit copies of such notifications to the Federal Emergency Management Agency (FEMA).
- (11) Inspect development in accordance with Section 106 of these regulations and inspect flood hazard areas to determine if development is undertaken without issuance of permits.
- (12) Prepare comments and recommendations for consideration when applicants seek variances in accordance with Section 107 of these regulations.
- (13) Cite violations in accordance with Section 108 of these regulations.
- (14) Notify the Federal Emergency Management Agency when the corporate boundaries of **Pennington Borough** have been modified.
- (15) Permit Ordinary Maintenance and Minor Work in the regulated areas discussed in Section 102.2.

103.5 Use of changed technical data. The Floodplain Administrator and the applicant shall not use changed flood hazard area boundaries or base flood elevations for proposed buildings or developments unless the Floodplain Administrator or applicant has applied for a Conditional Letter of Map Revision (CLOMR) to the Flood Insurance Rate Map (FIRM) revision and has received the approval of the Federal Emergency Management Agency. A revision of the effective FIRM does not remove the related feature(s) on a flood hazard area delineation that has been promulgated by the NJDEP. A separate application must be made to the State pursuant to N.J.A.C. 7:13 for revision of a flood hazard design flood elevation, flood hazard area limit, floodway limit, and/or other related feature.

103.6 Other permits. It shall be the responsibility of the Floodplain Administrator to assure that

approval of a proposed development shall not be given until proof that necessary permits have been granted by Federal or State agencies having jurisdiction over such development, including Section 404 of the Clean Water Act. In the event of conflicting permit requirements, the Floodplain Administrator must ensure that the most restrictive floodplain management standards are reflected in permit approvals.

103.7 Determination of Local Design Flood Elevations. If design flood elevations are not specified, the Floodplain Administrator is authorized to require the applicant to:

- (1) Obtain, review, and reasonably utilize data available from a Federal, State, or other source, or
- (2) Determine the design flood elevation in accordance with accepted hydrologic and hydraulic engineering techniques. Such analyses shall be performed and sealed by a licensed professional engineer. Studies, analyses, and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator. The accuracy of data submitted for such determination shall be the responsibility of the applicant.

It shall be the responsibility of the Floodplain Administrator to verify that the applicant's proposed Best Available Flood Hazard Data Area and the Local Design Flood Elevation in any development permit accurately applies the best available flood hazard data and methodologies for determining flood hazard areas and design elevations described in 102.2 and 102.3 respectively. This information shall be provided to the Construction Official and documented according to Section 103.15.

103.8 Requirement to submit new technical data. Base Flood Elevations may increase or decrease resulting from natural changes (e.g. erosion, accretion, channel migration, subsidence, uplift) or man-made physical changes (e.g. dredging, filling, excavation) affecting flooding conditions. As soon as practicable, but not later than six months after the date of a man-made change or when information about a natural change becomes available, the Floodplain Administrator shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Title 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

103.9 Activities in riverine flood hazard areas. In riverine flood hazard areas where design flood elevations are specified but floodways have not been designated, the Floodplain Administrator shall not permit any new construction, substantial improvement or other development, including the placement of fill, unless the applicant submits an engineering analysis prepared by a licensed professional engineer that demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachment, will not increase the design flood elevation more than 0.2 feet at any point within the community.

103.10 Floodway encroachment. Prior to issuing a permit for any floodway encroachment, including fill, new construction, substantial improvements and other development or land-disturbing-activity, the Floodplain Administrator shall require submission of a certification prepared by a licensed professional engineer, along with supporting technical data, that demonstrates that such development will not cause any increase in the base flood level.

103.10.1 Floodway revisions. A floodway encroachment that increases the level of the base flood is authorized if the applicant has applied for a Conditional Letter of Map Revision (CLOMR) to the Flood Insurance Rate Map (FIRM) and has received the approval of FEMA.

103.11 Watercourse alteration. Prior to issuing a permit for any alteration or relocation of any watercourse, the Floodplain Administrator shall require the applicant to provide notification of the proposal to the appropriate authorities of all adjacent government jurisdictions, as well as the NJDEP Bureau of Flood Engineering and the Division of Land Resource Protection. A copy of the notification shall be maintained in the permit records and submitted to FEMA.

103.11.1 Engineering analysis. The Floodplain Administrator shall require submission of an engineering analysis prepared by a licensed professional engineer, demonstrating that the flood-carrying capacity of the altered or relocated portion of the watercourse will be maintained, neither increased nor decreased. Such watercourses shall be maintained in a manner that preserves the channel's flood-carrying capacity.

103.12 Development in riparian zones All development in Riparian Zones as described in

N.J.A.C. 7:13 is prohibited by this ordinance unless the applicant has received an individual or general permit or has complied with the requirements of a permit by rule or permit by certification from NJDEP Division of Land Resource Protection prior to application for a floodplain development permit and the project is compliant with all other Floodplain Development provisions of this ordinance. The width of the riparian zone can range between 50 and 300 feet and is determined by the attributes of the waterbody and designated in the New Jersey Surface Water Quality Standards N.J.A.C. 7:9B. The portion of the riparian zone located outside of a regulated water is measured landward from the top of bank. Applicants can request a verification of the riparian zone limits or a permit applicability determination to determine State permit requirements under N.J.A.C. 7:13 from the NJDEP Division of Land Resource Protection.

103.13 Substantial improvement and substantial damage determinations. When buildings and structures are damaged due to any cause including but not limited to man-made, structural, electrical, mechanical, or natural hazard events, or are determined to be unsafe as described in N.J.A.C. 5:23; and for applications for building permits to improve buildings and structures, including alterations, movement, repair, additions, rehabilitations, renovations, ordinary maintenance and minor work, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Construction Official, shall:

- (1) Estimate the market value, or require the applicant to obtain a professional appraisal prepared by a qualified independent appraiser, of the market value of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.
- (2) Determine and include the costs of all ordinary maintenance and minor work, as discussed in Section 102.2, performed in the floodplain regulated by this ordinance in addition to the costs of those improvements regulated by the Construction Official in substantial damage and substantial improvement calculations.
- (3) Compare the cost to perform the improvement, the cost to repair the damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, where applicable, to the market value of the building or structure.
- (4) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage. This determination shall also include the evaluation of flood related damages over a 10 year period to determine if the costs of repairs at the times of each flood constitutes a repetitive loss as defined by this ordinance.
- (5) Notify the applicant in writing when it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the building code is required and notify the applicant in writing when it is determined that work does not constitute substantial improvement or repair of substantial damage. The Floodplain Administrator shall also provide all letters documenting substantial damage and compliance with flood resistant construction requirements of the building code to the NJDEP Bureau of Flood Engineering.

103.14 Department records. In addition to the requirements of the building code and these regulations, and regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of these regulations and the flood provisions of the Uniform Construction Code, including Flood Insurance Studies, Flood Insurance Rate Maps; documents from FEMA that amend or revise FIRMs; NJDEP delineations, records of issuance of permits and denial of permits; records of ordinary maintenance and minor work, determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required certifications and documentation specified by the Uniform Construction Code and these regulations including as-built Elevation Certificates; notifications to adjacent communities, FEMA, and the State related to alterations of watercourses; assurance that the flood carrying capacity of altered waterways will be maintained; documentation related to variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to these regulations and the flood resistant provisions of the Uniform Construction Code. The Floodplain Administrator shall also record the required elevation, determination method, and base flood elevation source used to determine the Local Design Flood Elevation in the floodplain development permit.

103.15 Liability. The Floodplain Administrator and any employee charged with the enforcement of these regulations, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by these regulations or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of

these regulations shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The Floodplain Administrator and any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of these regulations.

SECTION 104: PERMITS

104.1 Permits Required. Any person, owner or authorized agent who intends to conduct any development in a flood hazard area shall first make application to the Floodplain Administrator and shall obtain the required permit. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

104.2 Application for permit. The applicant shall file an application in writing on a form furnished by the Floodplain Administrator. Such application shall:

- (1) Identify and describe the development to be covered by the permit.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan and construction documents as specified in Section 105 of these regulations, grading and filling plans and other information deemed appropriate by the Floodplain Administrator.
- (5) State the valuation of the proposed work, including the valuation of ordinary maintenance and minor work.
- (6) Be signed by the applicant or the applicant's authorized agent.

104.3 Validity of permit. The issuance of a permit under these regulations or the Uniform Construction Code shall not be construed to be a permit for, or approval of, any violation of this appendix or any other ordinance of the jurisdiction. The issuance of a permit based on submitted documents and information shall not prevent the Floodplain Administrator from requiring the correction of errors. The Floodplain Administrator is authorized to prevent occupancy or use of a structure or site which is in violation of these regulations or other ordinances of this jurisdiction.

104.4 Expiration. A permit shall become invalid when the proposed development is not commenced within 180 days after its issuance, or when the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions shall be requested in writing and justifiable cause demonstrated. The Floodplain Administrator is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each.

104.5 Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a permit issued under these regulations wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or code of this jurisdiction.

SECTION 105: SITE PLANS AND CONSTRUCTION DOCUMENTS

105.1 Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of these regulations shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations when necessary for review of the proposed development. For buildings that are located in more than one flood hazard area, the elevation and provisions associated with the most restrictive flood hazard area shall apply.
- (2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 105.2.
- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 105.2(3) of these regulations.
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas and Coastal A zones, new buildings shall be located landward of the reach of mean high tide.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose. The applicant shall provide an engineering certification confirming that the

- proposal meets the flood storage displacement limitations of N.J.A.C. 7:13.
- (7) Extent of any proposed alteration of sand dunes.
 - (8) Existing and proposed alignment of any proposed alteration of a watercourse.
 - (9) Flood proofing certifications, V Zone and Breakaway Wall Certifications, Operations and Maintenance Plans, Warning and Evacuation Plans and other documentation required pursuant to FEMA publications.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by these regulations but that are not required to be prepared by a registered design professional when it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance.

105.2 Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the effective or preliminary FIRM and base flood elevation data have not been provided, the applicant shall consult with the Floodplain Administrator to determine whether to:

- (1) Use the Approximation Method (Method 5) described in N.J.A.C. 7:13 in conjunction with Appendix 1 of the FHACA to determine the required flood elevation.
- (2) Obtain, review, and reasonably utilize data available from a Federal, State or other source when those data are deemed acceptable to the Floodplain Administrator to reasonably reflect flooding conditions.
- (3) Determine the base flood elevation in accordance with accepted hydrologic and hydraulic engineering techniques according to Method 6 as described in N.J.A.C. 7:13. Such analyses shall be performed and sealed by a licensed professional engineer.

Studies, analyses, and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator prior to floodplain development permit issuance. The accuracy of data submitted for such determination shall be the responsibility of the applicant. Where the data are to be used to support a Letter of Map Change (LOMC) from FEMA, the applicant shall be responsible for satisfying the submittal requirements and pay the processing fees.

105.3 Analyses and certifications by a Licensed Professional Engineer. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a licensed professional engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 105.4 of these regulations and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development activities proposed to be located in a riverine flood hazard area where base flood elevations are included in the FIS or FIRM but floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments will not increase the base flood elevation more than 0.2 feet at any point within the jurisdiction. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained, neither increasing nor decreasing the channel's flood-carrying capacity. The applicant shall submit the analysis to FEMA as specified in Section 105.4 of these regulations. The applicant shall notify the chief executive officer of all affected adjacent jurisdictions, the NJDEP's Bureau of Flood Engineering and the Division of Land Resource Protection; and shall provide documentation of such notifications.
- (4) For analyses performed using Methods 5 and 6 (as described in N.J.A.C. 7:13) in flood hazard zones without base flood elevations (approximate A zones).

105.4 Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change (LOMC) from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

SECTION 106: INSPECTIONS

106.1 General. Development for which a permit is required shall be subject to inspection. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of these regulations or the building code. Inspections presuming to give authority to violate or cancel the provisions of these regulations or the building code or other ordinances shall not be valid.

106.2 Inspections of development. The Floodplain Administrator shall inspect all development in flood hazard areas authorized by issuance of permits under these regulations. The Floodplain Administrator shall inspect flood hazard areas from time to time to determine if development is undertaken without issuance of a permit.

106.3 Buildings and structures. The Construction Official shall make or cause to be made, inspections for buildings and structures in flood hazard areas authorized by permit in accordance with the Uniform Construction Code, N.J.A.C. 5:23.

- 1) **Lowest floor elevation.** Upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in Section 801.2 shall be submitted to the Construction Official on an Elevation Certificate.
- 2) **Lowest horizontal structural member.** In V zones and Coastal A zones, as applicable, upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in Section 801.2 shall be submitted to the Construction Official on an Elevation Certificate.
- 3) **Installation of attendant utilities** (electrical, heating, ventilating, air-conditioning, and other service equipment) and sanitary facilities elevated as discussed in Section 801.2.
- 4) **Final inspection.** Prior to the final inspection, certification of the elevation required in Section 801.2 shall be submitted to the Construction Official on an Elevation Certificate.

106.4 Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of these regulations and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted on an Elevation Certificate to the Floodplain Administrator prior to the final inspection.

SECTION 107: VARIANCES

107.1 General. The **Joint Planning and Zoning Board** shall hear and decide requests for variances. The **Joint Planning and Zoning Board** shall base its determination on technical justifications submitted by applicants, the considerations for issuance in Section 107.5, the conditions of issuance set forth in Section 107.6, and the comments and recommendations of the Floodplain Administrator and, as applicable, the Construction Official. The **Joint Planning and Zoning Board** has the right to attach such conditions to variances as it deems necessary to further the purposes and objectives of these regulations.

107.2 Historic structures. A variance to the substantial improvement requirements of this ordinance is authorized provided that the repair or rehabilitation of a historic structure is completed according to N.J.A.C. 5:23-6.33, Section 1612 of the International Building Code and R322 of the International Residential Code, the repair or rehabilitation will not preclude the structure's continued designation as a historic structure, the structure meets the definition of the historic structure as described by this ordinance, and the variance is the minimum necessary to preserve the historic character and design of the structure.

107.3 Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use provided the variance is the minimum necessary to allow the construction or substantial improvement, and that all due consideration has been given to use of methods and materials that minimize flood damage during the base flood and create no additional threats to public safety.

107.4 Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway when any increase in flood levels would result during the base flood discharge, as evidenced by the applicable analysis and certification required in Section 105.3(1) of these regulations.

107.5 Considerations. In reviewing requests for variances, all technical evaluations, all relevant factors, all other portions of these regulations, and the following shall be considered:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage.

- (2) The danger to life and property due to flooding or erosion damage.
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners.
- (4) The importance of the services provided by the proposed development to the community.
- (5) The availability of alternate locations for the proposed development that are not subject to flooding or erosion and the necessity of a waterfront location, where applicable.
- (6) The compatibility of the proposed development with existing and anticipated development.
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for that area.
- (8) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwater and the effects of wave action, where applicable, expected at the site.
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets, and bridges.

107.6 Conditions for issuance. Variances shall only be issued upon:

- (1) Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration or topography of the site limit compliance with any provision of these regulations or renders the elevation standards of the building code inappropriate.
- (2) A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable.
- (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.
- (4) A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (5) Notification to the applicant in writing over the signature of the Floodplain Administrator that the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and that such construction below the base flood level increases risks to life and property.

SECTION 108: VIOLATIONS

108.1 Violations. Any development in any flood hazard area that is being performed without an issued permit or that is in conflict with an issued permit shall be deemed a violation. A building or structure without the documentation of elevation of the lowest floor, the lowest horizontal structural member if in a V or Coastal A Zone, as applicable, other required design certifications, or other evidence of compliance required by the building code is presumed to be a violation until such time as that documentation is provided.

108.2 Authority. The Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of property involved, to the owner's agent, or to the person or persons doing the work for development that is not within the scope of the Uniform Construction Code, but is regulated by these regulations and that is determined to be a violation.

108.3 Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by N.J.S.A. 40:49-5 as appropriate.

108.4 Review Period to Correct Violations. A 30-day period shall be given to the property owner as an opportunity to cure or abate the condition. The property owner shall also be afforded an opportunity for a hearing before the court for an independent determination concerning the violation. Subsequent to the expiration of the 30-day period, a fine greater than \$1,250.00 may be imposed if a court has not determined otherwise or, upon reinspection of the property, it is determined that the abatement has not been substantially completed.

SECTION 201: DEFINITIONS

201.1 General. The following words and terms shall, for the purposes of these regulations, have the meanings shown herein. Other terms are defined in the Uniform Construction Code N.J.A.C. 5:23 and terms are defined where used in the International Residential Code and International

Building Code (rather than in the definitions section). Where terms are not defined, such terms shall have ordinarily accepted meanings such as the context implies.

201.2 Definitions

30 DAY PERIOD – The period of time prescribed by N.J.S.A. 40:49-5 in which a property owner is afforded the opportunity to correct zoning and solid waste disposal after a notice of violation pertaining to this ordinance has been issued.

100 YEAR FLOOD ELEVATION – Elevation of flooding having a 1% annual chance of being equaled or exceeded in a given year which is also referred to as the Base Flood Elevation.

500 YEAR FLOOD ELEVATION – Elevation of flooding having a 0.2% annual chance of being equaled or exceeded in a given year.

A ZONES – Areas of ‘Special Flood Hazard in which the elevation of the surface water resulting from a flood that has a 1% annual chance of equaling or exceeding the Base Flood Elevation (BFE) in any given year shown on the Flood Insurance Rate Map (FIRM) zones A, AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1– A30, AR/AH, and AR/AO. When used in reference to the development of a structure in this ordinance, A Zones are not inclusive of Coastal A Zones because of the higher building code requirements for Coastal A Zones.

AH ZONES– Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are between one and three feet. Base Flood Elevations (BFEs) derived from detailed hydraulic analyses are shown in this zone.

AO ZONES – Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one and three feet. –

ACCESSORY STRUCTURE – Accessory structures are also referred to as appurtenant structures. An accessory structure is a structure which is on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For example, a residential structure may have a detached garage or storage shed for garden tools as accessory structures. Other examples of accessory structures include gazebos, picnic pavilions, boathouses, small pole barns, storage sheds, and similar buildings.

AGRICULTURAL STRUCTURE - A structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Communities must require that new construction or substantial improvements of agricultural structures be elevated or floodproofed to or above the Base Flood Elevation (BFE) as any other nonresidential building. Under some circumstances it may be appropriate to wet-flood proof certain types of agricultural structures when located in wide, expansive floodplains through issuance of a variance. This should only be done for structures used for temporary storage of equipment or crops or temporary shelter for livestock and only in circumstances where it can be demonstrated that agricultural structures can be designed in such a manner that results in minimal damage to the structure and its contents and will create no additional threats to public safety. New construction or substantial improvement of livestock confinement buildings, poultry houses, dairy operations, similar livestock operations and any structure that represents more than a minimal investment must meet the elevation or dry-flood proofing requirements of 44 CFR 60.3(c)(3).

AREA OF SHALLOW FLOODING – A designated Zone AO, AH, AR/AO or AR/AH (or VO) on a community’s Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. **AREA OF SPECIAL FLOOD HAZARD** – see **SPECIAL FLOOD HAZARD AREA**

ALTERATION OF A WATERCOURSE – A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

ASCE 7 – The standard for the Minimum Design Loads for Buildings and Other Structures, referenced by the building code and developed and published by the American Society of Civil Engineers, Reston, VA. which includes but is not limited to methodology and equations necessary for determining structural and flood-related design requirements and determining the design requirements for structures that may experience a combination of loads including those from natural

hazards. Flood related equations include those for determining erosion, scour, lateral, vertical, hydrostatic, hydrodynamic, buoyancy, breaking wave, and debris impact.

ASCE 24 – The standard for Flood Resistant Design and Construction, referenced by the building code and developed and published by the American Society of Civil Engineers, Reston, VA. References to ASCE 24 shall mean ASCE 24-14 or the most recent version of ASCE 24 adopted in the UCC Code [N.J.A.C. 5:23].

BASE FLOOD ELEVATION (BFE) – The water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year, as shown on a published Flood Insurance Study (FIS), or preliminary flood elevation guidance from FEMA. May also be referred to as the “100-year flood elevation”.

BASEMENT – Any area of the building having its floor subgrade (below ground level) on all sides.

BEST AVAILABLE FLOOD HAZARD DATA - The most recent available preliminary flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BEST AVAILABLE FLOOD HAZARD DATA AREA - The areal mapped extent associated with the most recent available preliminary flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BEST AVAILABLE FLOOD HAZARD DATA ELEVATION - The most recent available preliminary flood elevation guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BREAKAWAY WALLS – Any type of wall subject to flooding that is not required to provide structural support to a building or other structure and that is designed and constructed such that, below the Local Design Flood Elevation, it will collapse under specific lateral loads such that (1) it allows the free passage of floodwaters, and (2) it does not damage the structure or supporting foundation system. Certification in the V Zone Certificate of the design, plans, and specifications by a licensed design professional that these walls are in accordance with accepted standards of practice is required as part of the permit application for new and substantially improved V Zone and Coastal A Zone structures, as applicable. A completed certification must be submitted at permit application.

BUILDING – Per the FHACA, “Building” means a structure enclosed with exterior walls or fire walls, erected and framed of component structural parts, designed for the housing, shelter, enclosure, and support of individuals, animals, or property of any kind. A building may have a temporary or permanent foundation. A building that is intended for regular human occupation and/or residence is considered a habitable building.

CONDITIONAL LETTER OF MAP REVISION - A Conditional Letter of Map Revision (CLOMR) is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review that is described in the Letter of Map Change (LOMC) process. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

CONDITIONAL LETTER OF MAP REVISION - FILL -- A Conditional Letter of Map Revision - Fill (CLOMR-F) is FEMA's comment on a proposed project involving the placement of fill outside of the regulatory floodway that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review that is described in the Letter of Map Change (LOMC) process. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

CRITICAL BUILDING – Per the FHACA, “Critical Building” means that:

- a. It is essential to maintaining continuity of vital government operations and/or supporting emergency response, sheltering, and medical care functions before, during, and after a flood, such as a hospital, medical clinic, police station, fire station, emergency response center, or public shelter; or
- b. It serves large numbers of people who may be unable to leave the facility through their own efforts, thereby hindering or preventing safe evacuation of the building during a flood event, such as a school, college, dormitory, jail or detention facility, day care center, assisted living facility, or nursing home.

DEVELOPMENT – Any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of materials, mining, dredging, filling, grading, paving, excavations, drilling operations and other land-disturbing activities.

DRY FLOODPROOFING – A combination of measures that results in a non-residential structure, including the attendant utilities and equipment as described in the latest version of ASCE 24, being watertight with all elements substantially impermeable and with structural components having the capacity to resist flood loads.

ELEVATED BUILDING – A building that has no basement and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns. Solid perimeter foundations walls are not an acceptable means of elevating buildings in V and VE Zones.

ELEVATION CERTIFICATE – An administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support an application for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

ENCROACHMENT – The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

FEMA PUBLICATIONS – Any publication authored or referenced by FEMA related to building science, building safety, or floodplain management related to the National Flood Insurance Program. Publications shall include but are not limited to technical bulletins, desk references, and American Society of Civil Engineers Standards documents including ASCE 24.

FLOOD OR FLOODING

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 1. The overflow of inland or tidal waters.
 2. The unusual and rapid accumulation or runoff of surface waters from any source.
 3. Mudslides (I.e. mudflows) which are proximately caused by flooding as defined in (a) (2) of this definition and are akin to a river or liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

FLOOD HAZARD AREA DESIGN FLOOD ELEVATION – Per the FHACA, the peak water surface elevation that will occur in a water during the flood hazard area design flood. This elevation is determined via available flood mapping adopted by the State, flood mapping published by FEMA (including effective flood mapping dated on or after January 31, 1980, or any more recent advisory, preliminary, or pending flood mapping; whichever results in higher flood elevations, wider floodway limits, greater flow rates, or indicates a change from an A zone to a V zone or coastal A zone, as applicable), approximation, or calculation pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-3.1 – 3.6 and is typically higher than FEMA’s base flood elevation. A water that has a drainage area measuring less than 50 acres does not possess, and is not assigned, a flood hazard area design flood elevation.

FLOOD INSURANCE RATE MAP (FIRM) – The official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) – The official report in which the Federal Emergency Management Agency has provided flood profiles, as well as the Flood Insurance Rate Map(s) and the water surface elevation of the base flood.

FLOODPLAIN OR FLOOD PRONE AREA – Any land area susceptible to being inundated by water from any source. See "Flood or flooding."

FLOODPLAIN MANAGEMENT REGULATIONS – Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power. The term describes such State or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOODPROOFING – Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

FLOODPROOFING CERTIFICATE – Certification by a licensed design professional that the design and methods of construction for floodproofing a non-residential structure are in accordance with accepted standards of practice to a proposed height above the structure's lowest adjacent grade that meets or exceeds the Local Design Flood Elevation. A completed floodproofing certificate is required at time of application for building permit.

FLOODWAY – The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than 0.2 foot.

FREEBOARD – A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

FUNCTIONALLY DEPENDENT USE – A use that cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities necessary for the loading or unloading of cargo or passengers, and shipbuilding and ship repair facilities. The term does not include long-term storage or related manufacturing facilities.

HABITABLE BUILDING – Pursuant to the FHACA Rules (N.J.A.C. 7:13), means a building that is intended for regular human occupation and/or residence. Examples of a habitable building include a single-family home, duplex, multi-residence building, or critical building; a commercial building such as a retail store, restaurant, office building, or gymnasium; an accessory structure that is regularly occupied, such as a garage, barn, or workshop; mobile and manufactured homes, and trailers intended for human residence, which are set on a foundation and/or connected to utilities, such as in a mobile home park (not including campers and recreational vehicles); and any other building that is regularly occupied, such as a house of worship, community center, or meeting hall, or animal shelter that includes regular human access and occupation. Examples of a non-habitable building include a bus stop shelter, utility building, storage shed, self-storage unit, construction trailer, or an individual shelter for animals such as a doghouse or outdoor kennel.

HARDSHIP – As related to Section 107 of this ordinance, meaning the exceptional hardship that would result from a failure to grant the requested variance. The **Joint Planning and Zoning Board** require that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed or existing walls of a structure.

HISTORIC STRUCTURE – Any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a State inventory of historic places in States with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - 1. By an approved State program as determined by the Secretary of the Interior; or
 - 2. Directly by the Secretary of the Interior in States without approved programs.

LAWFULLY EXISTING – Per the FHACA, means an existing fill, structure and/or use, which meets all Federal, State, and local laws, and which is not in violation of the FHACA because it was established:

- a. Prior to January 31, 1980; or
- b. On or after January 31, 1980, in accordance with the requirements of the FHACA as it existed at the time the fill, structure and/or use was established.

Note: Substantially damaged properties and substantially improved properties that have not been elevated are not considered “lawfully existing” for the purposes of the NFIP. This definition is included in this ordinance to clarify the applicability of any more stringent statewide floodplain management standards required under the FHACA.

LETTER OF MAP AMENDMENT - A Letter of Map Amendment (LOMA) is an official amendment, by letter, to an effective National Flood Insurance Program (NFIP) map that is requested through the Letter of Map Change (LOMC) process. A LOMA establishes a property's location in relation to the Special Flood Hazard Area (SFHA). LOMAs are usually issued because a property has been inadvertently mapped as being in the floodplain but is actually on natural high ground above the base flood elevation. Because a LOMA officially amends the effective NFIP map, it is a public record that the community must maintain. Any LOMA should be noted on the community's master flood map and filed by panel number in an accessible location.

LETTER OF MAP CHANGE – The Letter of Map Change (LOMC) process is a service provided by FEMA for a fee that allows the public to request a change in flood zone designation in an Area of Special Flood Hazard on an Flood Insurance Rate Map (FIRM). Conditional Letters of Map Revision, Conditional Letters of Map Revision – Fill, Letters of Map Revision, Letters of Map Revision-Fill, and Letters of Map Amendment are requested through the Letter of Map Change (LOMC) process.

LETTER OF MAP REVISION - A Letter of Map Revision (LOMR) is FEMA's modification to an effective Flood Insurance Rate Map (FIRM). Letter of Map Revisions are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM or FIS report. Because a LOMR officially revises the effective NFIP map, it is a public record that the community must maintain. Any LOMR should be noted on the community's master flood map and filed by panel number in an accessible location.

LETTER OF MAP REVISION – FILL -- A Letter of Map Revision Based on Fill (LOMR-F) is FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway may be initiated through the Letter of Map Change (LOMC) Process. Because a LOMR-F officially revises the effective Flood Insurance Rate Map (FIRM) map, it is a public record that the community must maintain. Any LOMR-F should be noted on the community's master flood map and filed by panel number in an accessible location.

LICENSED DESIGN PROFESSIONAL – Licensed design professional shall refer to either a New Jersey Licensed Professional Engineer, licensed by the New Jersey State Board of Professional Engineers and Land Surveyors or a New Jersey Licensed Architect, licensed by the New Jersey State Board of Architects.

LICENSED PROFESSIONAL ENGINEER - A licensed professional engineer shall refer to individuals licensed by the New Jersey State Board of Professional Engineers and Land Surveyors.

LOCAL DESIGN FLOOD ELEVATION (LD FE) – The elevation reflective of the most recent available preliminary flood elevation guidance FEMA has provided as depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM which is also inclusive of freeboard specified by the New Jersey Flood Hazard Area Control Act and Uniform

Construction Codes and any additional freeboard specified in a community's ordinance. In no circumstances shall a project's LDFE be lower than a permit-specified Flood Hazard Area Design Flood Elevation or a valid NJDEP Flood Hazard Area Verification Letter plus the freeboard as required in ASCE 24 and the effective FEMA Base Flood Elevation.

LOWEST ADJACENT GRADE – The lowest point of ground, patio, or sidewalk slab immediately next a structure, except in AO Zones where it is the natural grade elevation.

LOWEST FLOOR – In A Zones, the lowest floor is the top surface of the lowest floor of the lowest enclosed area (including basement). In V Zones and coastal A Zones, as applicable, the bottom of the lowest horizontal structural member of a building is the lowest floor. An unfinished or flood resistant enclosure, usable solely for the parking of vehicles, building access or storage in an area other than a basement is not considered a building's lowest floor provided that such enclosure is not built so as to render the structure in violation of other applicable non-elevation design requirements of these regulations.

MANUFACTURED HOME – A structure that is transportable in one or more sections, eight (8) feet or more in width and greater than four hundred (400) square feet, built on a permanent chassis, designed for use with or without a permanent foundation when attached to the required utilities, and constructed to the Federal Manufactured Home Construction and Safety Standards and rules and regulations promulgated by the U.S. Department of Housing and Urban Development. The term also includes mobile homes, park trailers, travel trailers and similar transportable structures that are placed on a site for 180 consecutive days or longer.

MANUFACTURED HOME PARK OR SUBDIVISION – A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MARKET VALUE – The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in these regulations, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value shall be determined by one of the following methods (1) Actual Cash Value (replacement cost depreciated for age and quality of construction), (2) tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser, or (3) established by a qualified independent appraiser.

NEW CONSTRUCTION – Structures for which the start of construction commenced on or after the effective date of the first floodplain regulation adopted by a community; includes any subsequent improvements to such structures. New construction includes work determined to be a substantial improvement.

NON-RESIDENTIAL – Pursuant to ASCE 24, any building or structure or portion thereof that is not classified as residential.

ORDINARY MAINTENANCE AND MINOR WORK – This term refers to types of work excluded from construction permitting under N.J.A.C. 5:23 in the March 5, 2018 New Jersey Register. Some of these types of work must be considered in determinations of substantial improvement and substantial damage in regulated floodplains under 44 CFR 59.1. These types of work include but are not limited to replacements of roofing, siding, interior finishes, kitchen cabinets, plumbing fixtures and piping, HVAC and air conditioning equipment, exhaust fans, built in appliances, electrical wiring, etc. Improvements necessary to correct existing violations of State or local health, sanitation, or code enforcement officials which are the minimum necessary to assure safe living conditions and improvements of historic structures as discussed in 44 CFR 59.1 shall not be included in the determination of ordinary maintenance and minor work.

RECREATIONAL VEHICLE – A vehicle that is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled or permanently towable by a light-duty truck, and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

REPETITIVE LOSS – any flood-related damage sustained by a structure on two separate occasions during a 10 year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

RESIDENTIAL – Pursuant to the ASCE 24:

- a. Buildings and structures and portions thereof where people live or that are used for sleeping purposes on a transient or non-transient basis;
- b. Structures including but not limited to one- and two-family dwellings, townhouses, condominiums, multi-family dwellings, apartments, congregate residences, boarding houses, lodging houses, rooming houses, hotels, motels, apartment buildings, convents, monasteries, dormitories, fraternity houses, sorority houses, vacation time-share properties; and
- c. institutional facilities where people are cared for or live on a 24-hour basis in a supervised environment, including but not limited to board and care facilities, assisted living facilities, halfway houses, group homes, congregate care facilities, social rehabilitation facilities, alcohol and drug centers, convalescent facilities, hospitals, nursing homes, mental hospitals, detoxification facilities, prisons, jails, reformatories, detention centers, correctional centers, and prerelease centers.

SOLID WASTE DISPOSAL – “Solid Waste Disposal” shall mean the storage, treatment, utilization, processing or final disposition of solid waste as described in N.J.A.C. 7:26-1.6 or the storage of unsecured materials as described in N.J.A.C. 7:13-2.3 for a period of greater than 6 months as specified in N.J.A.C. 7:26 which have been discharged, deposited, injected, dumped, spilled, leaked, or placed into any land or water such that such solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

SPECIAL FLOOD HAZARD AREA – The greater of the following: (1) Land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year, shown on the FIRM as Zone V, VE, V1-3-, A, AO, A1-30, AE, A99, or AH; (2) Land and the space above that land, which lies below the peak water surface elevation of the flood hazard area design flood for a particular water, as determined using the methods set forth in the New Jersey Flood Hazard Area Control Act in N.J.A.C. 7:13; (3) Riparian Buffers as determined in the New Jersey Flood Hazard Area Control Act in N.J.A.C. 7:13. Also referred to as the AREA OF SPECIAL FLOOD HAZARD.

START OF CONSTRUCTION – The **Start of Construction** is as follows:

- a. **For other than new construction or substantial improvements, under the Coastal Barrier Resources Act (CBRA)**, this is the date the building permit was issued, provided that the actual start of construction, repair, rehabilitation, addition, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a building on site, such as the pouring of a slab or footing, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured (mobile) home on a foundation. For a substantial improvement, actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- b. For the purposes of determining whether proposed construction must meet new requirements when National Flood Insurance Program (NFIP) maps are issued or revised and Base Flood Elevation's (BFEs) increase or zones change, the Start of Construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. Such development must also be permitted and must meet new requirements when National Flood Insurance Program (NFIP) maps are issued or revised and Base Flood Elevation's (BFEs) increase or zones change.

For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

For determining if new construction and substantial improvements within the Coastal Barrier Resources System (CBRS) can obtain flood insurance, a different definition applies.

STRUCTURE – A walled and roofed building, a manufactured home, or a gas or liquid storage tank that is principally above ground.

SUBSTANTIAL DAMAGE – Damage of any origin sustained by a structure whereby the cost of

restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT – Any reconstruction, rehabilitation, addition, or other improvement of a structure taking place the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. This term also includes structures which have incurred “repetitive loss” or “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of State or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to assure safe living conditions; or
- b. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

UTILITY AND MISCELLANEOUS GROUP U BUILDINGS AND STRUCTURES – Buildings and structures of an accessory character and miscellaneous structures not classified in any special occupancy, as described in ASCE 24.

VARIANCE – A grant of relief from the requirements of this section which permits construction in a manner otherwise prohibited by this section where specific enforcement would result in unnecessary hardship.

VIOLATION – A development that is not fully compliant with these regulations or the flood provisions of the building code. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION – the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

WATERCOURSE – A river, creek, stream, channel, or other topographic feature in, on, through, or over which water flows at least periodically.

WET FLOODPROOFING – Floodproofing method that relies on the use of flood damage resistant materials and construction techniques in areas of a structure that are below the Local Design Flood Elevation by intentionally allowing them to flood. The application of wet floodproofing as a flood protection technique under the National Flood Insurance Program (NFIP) is limited to enclosures below elevated residential and non-residential structures and to accessory and agricultural structures that have been issued variances by the community.

SECTION 301: SUBDIVISIONS AND OTHER DEVELOPMENTS

301.1 General. Any subdivision proposal, including proposals for manufactured home parks and subdivisions, or other proposed new development in a flood hazard area shall be reviewed to assure that:

- (1) All such proposals are consistent with the need to minimize flood damage.
- (2) All public utilities and facilities, such as sewer, gas, electric and water systems are located and constructed to minimize or eliminate flood damage.
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwater around and away from structures.

301.2 Subdivision requirements. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) The flood hazard area, including floodways, coastal high hazard areas, and Coastal A Zones, and base flood elevations, as appropriate, shall be delineated on tentative subdivision plats.
- (2) Residential building lots shall be provided with adequate buildable area outside the floodway.
- (3) The design criteria for utilities and facilities set forth in these regulations and appropriate codes shall be met.

SECTION 401: SITE IMPROVEMENT

401.1 Encroachment in floodways. Development, land disturbing activity, and encroachments in floodways shall not be authorized unless it has been demonstrated through hydrologic and hydraulic analyses required in accordance with Section 105.3(1) of these regulations, that the proposed encroachment will not result in any increase in the base flood level during occurrence of the base flood discharge. If Section 105.3(1) is satisfied, proposed elevation, addition, or reconstruction of a lawfully existing structure within a floodway shall also be in accordance with Section 801.2 of this ordinance and the floodway requirements of N.J.A.C. 7:13.

401.1.1 Prohibited in floodways. The following are prohibited activities:

- (1) The storage of unsecured materials is prohibited within a floodway pursuant to N.J.A.C. 7:13.
- (2) Fill and new structures are prohibited in floodways per N.J.A.C. 7:13.

401.2 Sewer facilities. All new and replaced sanitary sewer facilities, private sewage treatment plants (including all pumping stations and collector systems) and on-site waste disposal systems shall be designed in accordance with the New Jersey septic system regulations contained in N.J.A.C. 14A and N.J.A.C. 7:9A, the UCC Plumbing Subcode (N.J.A.C. 5:23) and Chapter 7, ASCE 24, to minimize or eliminate infiltration of floodwater into the facilities and discharge from the facilities into flood waters, or impairment of the facilities and systems.

401.3 Water facilities. All new and replacement water facilities shall be designed in accordance with the New Jersey Safe Drinking Water Act (N.J.A.C. 7:10) and the provisions of Chapter 7 ASCE 24, to minimize or eliminate infiltration of floodwater into the systems.

401.4 Storm drainage. Storm drainage shall be designed to convey the flow of surface waters to minimize or eliminate damage to persons or property.

401.5 Streets and sidewalks. Streets and sidewalks shall be designed to minimize potential for increasing or aggravating flood levels.

401.6 Limitations on placement of fill. Subject to the limitations of these regulations, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwater, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, when intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the UCC (N.J.A.C. 5:23). Proposed fill and encroachments in flood hazard areas shall comply with the flood storage displacement limitations of N.J.A.C. 7:13.

401.7 Hazardous Materials. The placement or storage of any containers holding hazardous substances in a flood hazard area is prohibited unless the provisions of N.J.A.C. 7:13 which cover the placement of hazardous substances and solid waste is met.

SECTION 501: MANUFACTURED HOMES

501.1 General. All manufactured homes installed in flood hazard areas shall be installed pursuant to the Nationally Preemptive Manufactured Home Construction and Safety Standards Program (24 CFR 3280).

501.2 Elevation. All new, relocated, and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be elevated such that the bottom of the frame is elevated to or above the elevation specified in Section 801.2.

501.3 Foundations. All new, relocated, and replacement manufactured homes, including substantial improvement of existing manufactured homes, shall be placed on foundations as specified by the manufacturer only if the manufacturer's installation instructions specify that the home has been designed for flood-resistant considerations and provides the conditions of applicability for velocities, depths, or wave action as required by 24 CFR Part 3285-302. The Floodplain Administrator is authorized to determine whether the design meets or exceeds the performance necessary based upon the proposed site location conditions as a precondition of issuing a flood damage prevention permit. If the Floodplain Administrator determines that the home's performance standards will not withstand the flood loads in the proposed location, the applicant must propose a design certified by a New Jersey licensed design professional and in accordance with 24 CFR 3285.301 (c) and (d) which conforms with ASCE 24, the accepted standard of engineering practice for flood resistant design and construction.

501.4 Anchoring. All new, relocated, and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

501.5 Enclosures. Fully enclosed areas below elevated manufactured homes shall comply with the requirements of Section 801.2.

501.6 Protection of mechanical equipment and outside appliances. Mechanical equipment and outside appliances shall be elevated to or above the elevation of the bottom of the frame required in Section 801.2 of these regulations.

Exception. Where such equipment and appliances are designed and installed to prevent water from entering or accumulating within their components and the systems are constructed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding up to the elevation required by Section 801.2, the systems and equipment shall be permitted to be located below that elevation. Electrical wiring systems shall be permitted below the design flood elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

SECTION 601: RECREATIONAL VEHICLES

601.1 Placement prohibited. The placement of recreational vehicles shall not be authorized in coastal high hazard areas and in floodways.

601.2 Temporary placement. Recreational vehicles in flood hazard areas shall be fully licensed and ready for highway use and shall be placed on a site for less than 180 consecutive days.

601.3 Permanent placement. Recreational vehicles that are not fully licensed and ready for highway use, or that are to be placed on a site for more than 180 consecutive days, shall meet the requirements of Section 801.2 for habitable buildings and Section 501.3.

SECTION 701: TANKS

701.1 Tanks. Underground and above-ground tanks shall be designed, constructed, installed, and anchored in accordance with ASCE 24 and N.J.A.C. 7:13.

SECTION 801: OTHER DEVELOPMENT AND BUILDING WORK

801.1 General requirements for other development and building work. All development and building work, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in these regulations or the Uniform Construction Code (N.J.A.C. 5:23), shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of Section 105.3(1) of this ordinance when located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic and hydrodynamic loads, including the effects of buoyancy, during the conditions of flooding up to the Local Design Flood Elevation determined according to Section 102.3;
- (4) Be constructed of flood damage-resistant materials as described in ASCE 24 Chapter 5;
- (5) Have mechanical, plumbing, and electrical systems above the Local Design Flood Elevation determined according to Section 102.3 or meet the requirements of ASCE 24 Chapter 7 which requires that attendant utilities are located above the Local Design Flood Elevation unless the attendant utilities and equipment are:
 - i. Specifically allowed below the Local Design Flood Elevation; and
 - ii. Designed, constructed, and installed to prevent floodwaters, including any backflow through the system from entering or accumulating within the components.
- (6) Not exceed the flood storage displacement limitations in fluvial flood hazard areas in accordance with N.J.A.C. 7:13; and
- (7) Not exceed the impacts to frequency or depth of offsite flooding as required by N.J.A.C. 7:13 in floodways.

801.2 Requirements for Habitable Buildings and Structures.

Construction and Elevation in A Zones not including Coastal A Zones.

- a. No portion of a building is located within a V Zone.
- b. No portion of a building is located within a Coastal A Zone, unless a licensed design professional certifies that the building's foundation is designed in accordance with ASCE

- 24, Chapter 4.
- c. All new construction and substantial improvement of any habitable building (as defined in Section 201) located in flood hazard areas shall have the lowest floor, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in Section 102.3, be in conformance with ASCE Chapter 7, and be confirmed by an Elevation Certificate.
 - d. All new construction and substantial improvements of non-residential structures shall:
 - i. Have the lowest floor, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in Section 102.3, be in conformance with ASCE Chapter 7, and be confirmed by an Elevation Certificate; or
 - ii. Together with the attendant utility and sanitary facilities, be designed so that below the Local Design Flood Elevation, the structure:
 - 1. Meets the requirements of ASCE 24 Chapters 2 and 7; and
 - 2. Is constructed according to the design plans and specifications provided at permit application and signed by a licensed design professional, is certified by that individual in a Floodproofing Certificate, and is confirmed by an Elevation Certificate.
 - e. All new construction and substantial improvements with fully enclosed areas below the lowest floor shall be used solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding. Enclosures shall:
 - i. For habitable structures, be situated at or above the adjoining exterior grade along at least one entire exterior wall, in order to provide positive drainage of the enclosed area in accordance with N.J.A.C. 7:13; enclosures (including crawlspaces and basements) which are below grade on all sides are prohibited;
 - ii. Be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters unless the structure is non-residential and the requirements of 801.2.1(d)ii are met;
 - iii. Be constructed to meet the requirements of ASCE 24 Chapter 2;
 - iv. Have openings documented on an Elevation Certificate; and
 - v. Have documentation that a deed restriction has been obtained for the lot if the enclosure is greater than six feet in height. This deed restriction shall be recorded in the Office of the County Clerk or the Registrar of Deeds and Mortgages in which the building is located, shall conform to the requirements in N.J.A.C.7:13, and shall be recorded within 90 days of receiving a Flood Hazard Area Control Act permit or prior to the start of any site disturbance (including pre-construction earth movement, removal of vegetation and structures, or construction of the project), whichever is sooner. Deed restrictions must explain and disclose that:
 - 1. The enclosure is likely to be inundated by floodwaters which may result in damage and/or inconvenience.
 - 2. The depth of flooding that the enclosure would experience to the Flood Hazard Area Design Flood Elevation;
 - 3. The deed restriction prohibits habitation of the enclosure and explains that converting the enclosure into a habitable area may subject the property owner to enforcement;

801.3 Garages and accessory storage structures. Garages and accessory storage structures shall be designed and constructed in accordance with the Uniform Construction Code.

801.4 Fences. Fences in floodways that have the potential to block the passage of floodwater, such as stockade fences and wire mesh fences, shall meet the requirements of Section 105.3(1) of these regulations. Pursuant to N.J.A.C. 7:13, any fence located in a floodway shall have sufficiently large openings so as not to catch debris during a flood and thereby obstruct floodwaters, such as barbed-wire, split-rail, or strand fence. A fence with little or no open area, such as a chain link, lattice, or picket fence, does not meet this requirement. Foundations for fences greater than 6 feet in height must conform with the Uniform Construction Code. Fences for pool enclosures having openings not in conformance with this section but in conformance with the Uniform Construction Code to limit climbing require a variance as described in Section 107 of this ordinance.

801.5 Retaining walls, sidewalks, and driveways. Retaining walls, sidewalks and driveways that involve placement of fill in floodways shall meet the requirements of Section 105.3(1) of these regulations and N.J.A.C. 7:13.

801.6 Swimming pools. Swimming pools shall be designed and constructed in accordance with the Uniform Construction Code. Above-ground swimming pools and below-ground swimming pools

that involve placement of fill in floodways shall also meet the requirements of Section 105.3(1) of these regulations. Above-ground swimming pools are prohibited in floodways by N.J.A.C. 7:13.

801.7 Roads and watercourse crossings.

- (1) For any railroad, roadway, or parking area proposed in a flood hazard area, the travel surface shall be constructed at least one foot above the Flood Hazard Area Design Elevation in accordance with N.J.A.C. 7:13.
- (2) Roads and watercourse crossings that encroach into regulated floodways or riverine waterways with base flood elevations where floodways have not been designated, including roads, bridges, culverts, low- water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, shall meet the requirements of Section 105.3(1) of these regulations.

SECTION 901: TEMPORARY STRUCTURES AND TEMPORARY STORAGE

901.1 Temporary structures. Temporary structures shall be erected for a period of less than 180 days. Temporary structures shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the base flood. Fully enclosed temporary structures shall have flood openings that are in accordance with ASCE 24 to allow for the automatic entry and exit of flood waters.

901.2 Temporary storage. Temporary storage includes storage of goods and materials for a period of less than 180 days. Stored materials shall not include hazardous materials.

901.3 Floodway encroachment. Temporary structures and temporary storage in floodways shall meet the requirements of Section 105.3(1) of these regulations.

SECTION 1001: UTILITY AND MISCELLANEOUS GROUP U

1001.1 Utility and Miscellaneous Group U. In accordance with Section 312 of the International Building Code, Utility and Miscellaneous Group U includes buildings and structures that are accessory in character and miscellaneous structures not classified in any specific occupancy in the Building Code, including, but not limited to, agricultural buildings, aircraft hangars (accessory to a one- or two-family residence), barns, carports, communication equipment structures (gross floor area less than 1,500 sq. ft.), fences more than 6 feet (1829 mm) high, grain silos (accessory to a residential occupancy), livestock shelters, private garages, retaining walls, sheds, stables, tanks and towers.

1001.2 Flood loads. Utility and miscellaneous Group U buildings and structures, including substantial improvement of such buildings and structures, shall be anchored to prevent flotation, collapse or lateral movement resulting from flood loads, including the effects of buoyancy, during conditions up to the Local Design Flood Elevation as determined in Section 102.3.

1001.3 Elevation. Utility and miscellaneous Group U buildings and structures, including substantial improvement of such buildings and structures, shall be elevated such that the lowest floor, including basement, is elevated to or above the Local Design Flood Elevation as determined in Section 102.3 and in accordance with ASCE 24. Utility lines shall be designed and elevated in accordance with N.J.A.C. 7:13.

1001.4 Enclosures below base flood elevation. Fully enclosed areas below the design flood elevation shall be constructed in accordance with Section 801.2 and with ASCE 24 for new construction and substantial improvements. Existing enclosures such as a basement or crawlspace having a floor that is below grade along all adjoining exterior walls shall be abandoned, filled-in, and/or otherwise modified to conform with the requirements of N.J.A.C. 7:13 when the project has been determined to be a substantial improvement by the Floodplain Administrator.

1001.5 Flood-damage resistant materials. Flood-damage-resistant materials shall be used below the Local Design Flood Elevation determined in Section 102.3.

1001.6 Protection of mechanical, plumbing, and electrical systems. Mechanical, plumbing, and electrical systems, equipment and components, heating, ventilation, air conditioning, plumbing fixtures, duct systems, and other service equipment, shall be elevated to or above the Local Design Flood Elevation determined in Section 102.3.

Exception: Electrical systems, equipment and components, and heating, ventilating, air conditioning, and plumbing appliances, plumbing fixtures, duct systems, and other service equipment shall be permitted to be located below the Local Design Flood Elevation provided that they are designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the Local Design Flood Elevation in compliance

with the flood-resistant construction requirements of ASCE 24. Electrical wiring systems shall be permitted to be located below the Local Design Flood Elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

SECTION 3. SEVERABILITY.

Where any section, subsection, sentence, clause, or phrase of these regulations is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof, other than the part so declared.

SECTION 4. EFFECTIVE DATE.

This ordinance shall take effect on **February 15, 2023**

Introduced:

Advertised:

Public Hearing:

Adopted:

Published:

ATTEST:

Elizabeth Sterling, Borough Clerk

APPROVED:

James Davy, Mayor

RECORD OF COUNCIL VOTE ON INTRODUCTION

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

RECORD OF COUNCIL VOTE ON ADOPTION

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

BOROUGH OF PENNINGTON
ORDINANCE 2023-5

AN ORDINANCE AMENDING THE BOROUGH NUISANCE ORDINANCE TO PROHIBIT
INTRUSIVE OUTDOOR LIGHTING

WHEREAS, the Borough Nuisance Ordinance, Chapter 136 of the Code of the Borough of Pennington, seeks to protect and promote the public health through the control, abatement and prevention of conditions injurious to the public health and safety;

WHEREAS, the Nuisance Ordinance prohibits conditions and activities deemed to be detrimental or a threat to the public health or environment or an annoyance interfering with the comfort and well-being of the residents of the Borough;

WHEREAS, Borough Council finds and determines that outdoor lighting fixtures that illuminate beyond the property on which they are installed, when left on during the late night and early morning hours, unreasonably disrupt the peace and privacy of neighboring residents and endanger public health;

WHEREAS, amending the Nuisance Ordinance to prohibit these conditions will provide a mechanism for abatement as well as enforcement when appropriate;

NOW, THEREFORE, BE IT ORDAINED, by the Borough Council of the Borough of Pennington, that Chapter 136 of the Code of the Borough of Pennington, at Section 136-3, is hereby amended to include the following prohibitions:

“136-3. Nuisances Defined and Prohibited.
* * *

(21) Outdoor lighting fixtures that are not shielded and constructed to prevent illumination beyond the property on which they are installed, including lights controlled by motion detectors, shall be turned off between 10 P.M. and sunrise. Lighting shall be presumed to prevent illumination beyond the property if it is shielded and directed downward and no direct light is emitted above a plane extending outward from the base of the light source parallel to the ground. Illumination beyond the property between 10:00 P.M. and sunrise is prohibited.”

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

Introduced: January 4, 2023
Advertised: January 9, 2023
Public Hearing: _____
Adopted: _____
Published: _____

ATTEST: APPROVED:

Elizabeth Sterling, Borough Clerk _____
James Davy, Mayor

BOROUGH OF PENNINGTON
ORDINANCE 2023-5

AN ORDINANCE AMENDING THE BOROUGH NUISANCEORDINANCE TO PROHIBIT
INTRUSIVE OUTDOOR LIGHTING

RECORD OF COUNCIL VOTE ON INTRODUCTION

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

RECORD OF COUNCIL VOTE ON ADOPTION

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

BOROUGH OF PENNINGTON
ORDINANCE NO. 2023 - 6

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

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

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

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

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

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

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

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

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

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

Introduced: _____
Advertised: _____
Public Hearing: _____
Adopted: _____
Published: _____

ATTEST:

APPROVED:

Elizabeth Sterling, Borough Clerk

James Davy, Mayor

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

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

RECORD OF COUNCIL VOTE ON INTRODUCTION

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

RECORD OF COUNCIL VOTE ON ADOPTION

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

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

Amended Agreement

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

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

Article I

Recitals

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

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

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

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

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

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

Article II

Completion of Mandatory Training

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

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

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

Article III

Responsibilities of the Chief of Police

1. The Chief of Police shall be the head of the police force and shall be directly responsible to Borough Council for the efficiency and routine day to day operations of the police force and, pursuant to policies established by Borough Council, shall:

- a. Administer and enforce rules and regulations and special emergency directives for the disposition and discipline of the force and its officers and personnel;
- b. Have, exercise and discharge the functions, powers and duties of the force;
- c. Prescribe the duties and assignments of all subordinates and other personnel;
- d. Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;
- e. Report monthly to Borough Council and make such additional reports as required by Borough Council, in accordance with Section 46-10 of the Borough Code;
- f. Perform such other law enforcement duties and responsibilities as delegated by Borough Council or as otherwise prescribed by law, including without limitation N.J.S.A. 40A:118 and the lawful ordinances of the Borough, all as may be amended from time to time.

2. Nothing herein shall prevent the appointment by the governing body of committees or commissions to conduct investigations of the operation of the police force, and the delegation to such committees or commissions of such powers of inquiry as the governing

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

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

Article IV

Workweek

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

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

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

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

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

Article V

Paid Detail

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

Article VI

Sick Leave

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

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

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

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

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

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

Article VII

Workers Compensation/ Disability

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

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

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

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

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

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

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

Article VIII

Bereavement (Funeral) Leave

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

Article IX

Vacation

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

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

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

Article X

Holiday Time

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

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

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

Article XI

Personal Days

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

Article XII

Health Benefits

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

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

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

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

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

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

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

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

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

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

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

Article XIV

Clothing Allowance

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

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

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

Article XV

Supervisor's Vehicle

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

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

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

Article XVI

Educational Programs/ Law Enforcement Conferences

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

Article XVII

Salary

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

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

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

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

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

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

Article XVIII

Emergency Medical Technician

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

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

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

Article XIX

Off Duty Police Action

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

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

Article XX

Legal Defense and Indemnification

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

Article XXI

Annual Evaluation

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

Article XXII

Term and Renewal

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

Article XXIII

Miscellaneous Provisions

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

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

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

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

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

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

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

CHIEF OF POLICE

BOROUGH OF PENNINGTON

Douglas M. Pinelli

By: _____
James Davy, Mayor

WITNESS:

ATTEST:

Elizabeth Sterling, Borough Clerk

Kunkel Park Permit for Summer

Wed 1/18/2023 2:34 PM

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

 1 attachments (104 KB)

20230118141802.pdf;

Hi Betty,

Attached is a permit for Hopewell Township Recreation to use Kunkel Park for our Art in the Park summer camp. In the past the fee has always been waived for us. Please let me know when it is approved and if the fee will once again be waived.

Thank you.

Karin Poveromo

Karin Poveromo
Director of Parks & Recreation

 Please consider the environment before printing this e-mail

This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed.

From: bsterling@penningtonboro.org <bsterling@penningtonboro.org>
Sent: Friday, September 16, 2022 12:25 PM
To: Karin Poveromo <KPoveromo@hopewelltp.org>
Subject: Re: [EXTERNAL] Art In the Park.

We usually put it out to coincide with the Egg Hunt so around April

Betty Sterling
Borough Clerk/Assistant CFO
Borough of Pennington
609-737-0276

CONFIDENTIALITY NOTICE The information contained in this communication from the Borough of Pennington is privileged and confidential and is intended for the sole use of the persons or entities who are the addressees. If you are not an intended recipient of this e-mail, the dissemination, distribution, copying or use of the information it contains is strictly prohibited. If you have received this communication in error, please immediately contact the Borough of Pennington at (609)-737-0276.

From: Karin Poveromo <KPoveromo@hopewelltp.org>

Sent: Friday, September 16, 2022 12:23 PM

To: bsterling@penningtonboro.org

Subject: RE: [EXTERNAL] Art In the Park.

I think it's best for us to not use the park this fall. Do you know when they plan to put a port-a-john back at the park?

Karin Poveromo

Karin Poveromo
Director of Parks & Recreation

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From: bsterling@penningtonboro.org <bsterling@penningtonboro.org>

Sent: Friday, September 16, 2022 12:16 PM

To: Karin Poveromo <KPoveromo@hopewelltp.org>

Subject: Re: [EXTERNAL] Art In the Park.

Please let me know if you are planning to use the park so I can bring it to Council for the 10/3 meeting regarding the request to waive the fee.

Betty Sterling
Borough Clerk/Assistant CFO
Borough of Pennington
609-737-0276

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From: Karin Poveromo <KPoveromo@hopewelltp.org>

Sent: Friday, September 16, 2022 12:11 PM

To: bsterling@penningtonboro.org

Subject: RE: [EXTERNAL] Art In the Park.

OK, thank you.

Karin Poveromo

Karin Poveromo

 Please consider the environment before printing this e-mail

This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed.

From: bsterling@penningtonboro.org <bsterling@penningtonboro.org>
Sent: Friday, September 16, 2022 10:45 AM
To: Karin Poveromo <KPoveromo@hopewelltp.org>
Subject: Re: [EXTERNAL] Art In the Park.

I spoke to Mayor Davy about the Port-A-Pot. The Borough is not comfortable with this idea as we feel it would cause issues with Pennington residents.

Betty Sterling
Borough Clerk/Assistant CFO
Borough of Pennington
609-737-0276

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From: Karin Poveromo <KPoveromo@hopewelltp.org>
Sent: Monday, September 12, 2022 11:42 AM
To: bsterling@penningtonboro.org
Subject: RE: [EXTERNAL] Art In the Park.

Hi Barbara,

Sorry I didn't get back to you. I was out sick last week. If the Borough is OK with it, we will pay for a Port-A-John to be at the park during the 8 weeks of class, however, we will lock it and only have it opened during our class time.

Please let me know if this is OK.

Karin Poveromo

Karin Poveromo
Director of Parks & Recreation

 Please consider the environment before printing this e-mail

This message may contain confidential and/or proprietary information and is

intended for the person/entity to whom it was originally addressed.

Item 34.

From: bsterling@penningtonboro.org <bsterling@penningtonboro.org>

Sent: Thursday, September 8, 2022 11:07 AM

To: Karin Poveromo <KPoveromo@hopewelltp.org>

Subject: [EXTERNAL] Art In the Park.

You were going to get back to me about Art in the Park being held at Kunkel Park given that there will be no restroom facilities after 9/30/22.

Betty Sterling
Borough Clerk/Assistant CFO
Borough of Pennington
609-737-0276

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KUNKEL PARK PERMIT PENNINGTON BOROUGH

30 North Main Street, Pennington, NJ 08534
www.penningtonboro.org • (609) 737-0276

The covered pavilion in **Kunkel Park** can be reserved by permit for use for special events. Use of the park by 25 or more people also requires a permit.

The daily fee for Pennington Borough residents and for documented non-profit organizations is \$50. The fee for all others is \$100.

Application for a park permit must be submitted ten (10) days in advance of the event. Reservations are made on a first come, first served basis. No refunds or change of reservation date will be allowed once a permit is issued.

By reserving the Park, you are aware of and agree to comply with all regulations as specified in Borough Code §143-3. A summary of regulations is provided on the reverse side of this application.

You are responsible for cleaning up after your event. Please bring extra plastic or paper trash bags to the gathering. Place bags of trash in the trash containers or beside the containers if the containers are full. Please recycle when possible.

Specialized recreation equipment, mechanical or carnival rides such as moon bounces, rides using livestock, and petting zoos and/or displays using live animals are prohibited in Kunkel Park.

Name or Organization: Hopewell Township Recreation

Best Phone Number: 609-737-3753

Email Address: kpoveromo@hopewell-twp.org

Address: 201 Washington Crossing - Pennington Rd. Titusville, NJ

Requested date and hours of use: M-F 6/26-6/30 + 7/10-8/4 8:30 am -

Number of anticipated attendees: 30-35 participants 12:30 pm

Signature: Karin M. Poveromo

Date: 11/18/2023

* Request for Art in the Park Camp

For Borough Use Only:

Date issued: _____

Permit # _____

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 2.1**

RESOLUTION AUTHORIZING REFUNDS

BE IT RESOLVED that a refund be issued from the Developer's Escrow Fund to Michael Rheinhardt, 30 E. Welling Avenue, Pennington, NJ 08534 for an escrow fee collected in error for Planning Board Application 23-001 in the amount of \$1,000.00.

BE IT RESOLVED that a refund be issued from the Current Fund to Michael Rheinhardt, 30 E. Welling Avenue, Pennington, NJ 08534 for an application fee collected in error in connection with Planning Board Application 23-001 in the amount of \$250.00.

Record of Council Vote on Passage

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on February 6, 2023.

Elizabeth Sterling, Borough Clerk

BOROUGH OF PENNINGTON RESOLUTION 2023 – 2.2

AUTHORIZING PAYMENT OF BILLS

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Pennington that the bills be paid on audit and approval of the Mayor, the Appropriate Council Member and the Treasurer in the amount of \$ 4,189,960.45 from the following accounts:

Current	\$ 3,417,129.61
W/S Operating	\$ 209,126.70
General Capital	\$ 433,724.84
W/S Capital	\$ 35,245.48
Grant Fund	\$ 18,328.10
Developer's Escrow	\$ 3,005.32
Other Trust Fund	\$ 66,283.30
Animal Control	\$ 5,402.97
Recreation	\$ 1.31
Open Space	\$ 537.82
COAH Trust	\$ 1,175.00
TOTAL	\$ 4,189,960.45

Record of Council Vote on Passage

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on February 6, 2023.

Elizabeth Sterling, Borough Clerk

TO: Mayor & Council
SUBJECT: Time Sensitive Payments
Bank of Princeton
BILL LIST: 6-Feb-23

Page 1

Current Fund

CK 18390	22-01043	Boro of Pennington - Grant Fund	\$ 878.02
CK 18391	22-01057	Boro of Pennington - W/S Operating	\$ 96,556.28
CK 18392	22-01059	Boro of Pennington - Grant Fund	\$ 19,844.40
CK 18393	22-01060	Boro of Pennington - General Capital	\$ 349,278.26
CK 18394	22-01061	Boro of Pennington - Grant Fund	\$ 3,260.80
CK 18395	22-01067	Boro of Pennington - Open Space	\$ 52,777.20
Wire 12105	23-00021	Payroll Account	\$ 59,772.97
Wire 12107	23-00022	Chase Manhattan Bank	\$ 11,525.63
Wire 12108	23-00073	Payroll Account	\$ 77,569.95
Wire 12110	23-00058	Hopewell Valley Regional School - School Tax	\$ 720,297.44
Wire 12111	23-00058	Hopewell Valley Regional School - Debt Service	\$ 146,572.80
Wire 12113	23-00050	Payroll Acct - HB Active	\$ 16,760.46
Wire 12114	23-00051	Payroll Acct - HB Retired	\$ 5,942.42
Wire 12115	23-00088	Payroll Acct - DCRP - Pd 1/31/23	\$ 123.07
	23-00059	Hopewell Valley Regional School - School Tax	\$ 720,297.44
	23-00059	Hopewell Valley Regional School - Debt Service	\$ 146,572.79
	22-01038	County of Mercer - Added/Omitted - County Tax	\$ 716.58
	22-01038	County of Mercer - Added/Omitted - Open Space	\$ 32.94
	23-00089	County of Mercer - County Tax - 1st Qtr 2023	\$ 775,862.20
	23-00089	County of Mercer - Opne Space - 1st Qtr 2023	\$ 35,383.06
	23-00109	Payroll Account - HB Active	\$ 15,507.04
	23-00110	Payroll Account - HB Retired	\$ 5,404.23
			\$ 3,260,734.08

Water/Sewer Operating

CK 5744	22-01066	Boro of Pennington - Current Fund	\$ 7,000.00
Wire 22106	23-00021	Payroll Account	\$ 9,888.69
Wire 22107	23-00022	Chase Manhattan Bank	\$ 11,685.62
Wire 22109	23-00073	Payroll Account	\$ 11,688.49
Wire 22111	23-00057	NJIB	\$ 6,213.87
Wire 22112	23-00057	NJIB	\$ 2,005.47
Wire 22113	23-00050	Payroll Acct - HB Active	\$ 7,183.06
Wire 22114	23-00051	Payroll Acct - HB Retired	\$ 2,382.02
	23-00109	Payroll Acct - HB Active	\$ 6,645.88
		Payroll Acct - HB Retired	\$ 2,151.37
			\$ 66,844.47

Grant Fund

CK 1460	22-01039	Boro of Pennington - Current Fund	\$ 187.66
			\$ 187.66

Animal Control

CK 1358	22-01039	Boro of Pennington - Current Fund	\$ 12.03
CK 1359	22-01058	Boro of Pennington - Current Fund	\$ 4,803.69
			\$ 4,815.72

Trust Fund

CK 1227	22-01039	Boro of Pennington - Current Fund	\$ 358.30
CK 1228	22-01063	Boro of Pennington - Current Fund	\$ 60,000.00
Wire 12106	23-00021	Payroll Account	\$ 1,200.00
Wire 12109	23-00073	Payroll Account	\$ 4,650.00
			\$ 66,208.30

Recreation

CK 1138	22-01039	Boro of Pennington - Current Fund	\$ 1.31
			\$ 1.31

Developer's Escrow

CK 3229	23-00023	Emily Bent	\$ 18.72
			\$ 18.72

General Capital

CK 8377	22-01039	Boro of Pennington - Current Fund	\$ 127.59
CK 8378	22-01064	Boro of Pennington - Current Fund	\$ 50,000.00
CK 8379	22-01065	Boro of Pennington - Grant Fund	\$ 331,537.31
			\$ 381,664.90

W/S Capital

CK 9282	22-01040	Boro of Pennington - W/S Operating	\$ 82.35
CK 9283	22-01062	Boro of Pennington - Grant Fund	\$ 35,163.13
			\$ 35,245.48

TOTAL \$ 3,815,720.64

P.O. Type: All														
Range: First to Last														
Format: Detail without Line Item Notes First Enc Date Range: First to 12/31/23														
Vendors: All Include Non-Budgeted: Y														
Rcvd Batch Id Range: First to Last														
Vendor # Name														
PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Exc1
Item Description														
ABBY ROS Abby Rose Memorial Stones														
22-00998 12/13/22 Memorial Stone - Winegar														
1 Memorial Stone - Winegar														
75.00 T-03-00-850-858-255 B Shade Tree Donations (Memorial)														
R 12/13/22 01/30/23														
Vendor Total: 75.00														
N														
AMERI005 American Bituminous														
22-00016 01/14/22 Cold Patch Asphalt - 2022														
7 Inv. 75419 - EZ Street Cold														
402.00 2-01-26-290-000-272 B STREETS: Asphalt														
R 12/31/22 12/31/22														
75419														
N														
Vendor Total: 402.00														
ASSOC NJ Association of NJ Recyclers														
23-00039 01/24/23 Annual Membership Dues 2023														
1 Annual Membership Dues 2023														
99.00 G-02-44-903-000-255 B Recycling Grant - 2001														
R 01/24/23 02/03/23														
DUES 2023														
N														
Vendor Total: 99.00														
SCORP005 Brian Kubin														
22-00823 09/30/22 Deer Management - 2022-2023														
5 Inv. 135 - 1 Deer Harvested														
170.00 T-03-00-850-850-255 B Open Space Reserves														
R 09/30/22 01/23/23														
135														
N														
Vendor Total: 170.00														
BRITTON Britton Industries, Inc.														
22-00018 01/14/22 Tipping Fees - 2022														
32 Inv. 0906766-IN - Wood														
341.57 G-02-44-926-000-250 B Solid Waste Recycling														
R 12/07/22 12/31/22														
0906766-IN														
N														
23-00004 01/20/23 Tipping Fees-Wood Chips/Brush														
3 Inv. 0908719-IN - Brush														
184.57 G-02-44-926-000-250 B Solid Waste Recycling														
R 01/20/23 01/25/23														
0908719-IN														
N														
Vendor Total: 526.14														

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Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
BRODART Brodart Company																
22-01019	12/27/22	Library Supplies - Dec 2022														
1	Inv.	615597		Library Supplies	2-01-29-390-000-240		71.50			Office Supplies	R	12/27/22	12/31/22		615597	N
2	Inv.	615597		Horizontal	2-01-29-390-000-240		41.40			Office Supplies	R	12/27/22	12/31/22		615597	N
3	Inv.	615597		Brodart Adhesive	2-01-29-390-000-240		149.52			Office Supplies	R	12/27/22	12/31/22		615597	N
4	Inv.	615597		Freight Charge	2-01-29-390-000-240		10.95			Office Supplies	R	12/27/22	12/31/22		615597	N
							273.37									
				Vendor Total:			273.37									
BRITTE005 BRT Technologies																
22-01046	12/31/22	Tax Assessment Post Cards														
1	Tax Assessment	Post Cards			2-01-20-150-000-205		140.53			Printing	R	12/31/22	01/31/23		2188	N
				Vendor Total:			140.53									
CINTAS01 Cintas Corporation																
22-01027	12/29/22	Uniform Rental - Dec 2022														
1	Inv.	4139543982		Uniforms	2-01-26-290-000-286		81.42			Uniforms & Clothing	R	12/29/22	12/31/22		4139543982	N
2	Inv.	4139543982		Janitorial	2-01-26-310-000-273		15.29			Janitorial Supp.	R	12/29/22	12/31/22		4139543982	N
3	Inv.	4140258627		Uniforms	2-01-26-290-000-286		81.42			Uniforms & Clothing	R	12/29/22	12/31/22		4140258627	N
4	Inv.	4140258627		Janitorial	2-01-26-310-000-273		83.22			Janitorial Supp.	R	12/29/22	12/31/22		4140258627	N
5	Inv.	4140964075		Janitorial	2-01-26-310-000-273		15.29			Janitorial Supp.	R	12/29/22	12/31/22		4140964075	N
6	Inv.	4140964075		Uniforms	2-01-26-290-000-286		81.42			Uniforms & Clothing	R	12/29/22	12/31/22		4140964075	N
7	Inv.	4141641795		Uniforms	2-01-26-290-000-286		81.42			Uniforms & Clothing	R	12/29/22	12/31/22		4141641795	N
8	Inv.	4141641795		Janitorial	2-01-26-310-000-273		83.22			Janitorial Supp.	R	12/29/22	12/31/22		4141641795	N
							522.70									
22-01028 12/29/22 Boro Hall / Sr. Center																
1	Inv.	4140258578		Janitorial	2-01-26-310-000-273		304.61			Janitorial Supp.	R	12/29/22	12/31/22		4140258578	N
2	Inv.	4141641694		Janitorial	2-01-26-310-000-273		35.00			Janitorial Supp.	R	12/29/22	12/31/22		4141641694	N
3	Inv.	4140569992		Janitorial	2-01-26-310-000-228		158.58			Maint. Sr Center	R	12/29/22	12/31/22		4140569992	N
							498.19									
22-01029 12/29/22 Janitorial - Public works																
1	Inv.	4139544008		Janitorial	2-01-26-310-000-273		35.00			Janitorial Supp.	R	12/29/22	12/31/22		4139544008	N
2	Inv.	4140258795		Janitorial	2-01-26-310-000-273		140.94			Janitorial Supp.	R	12/29/22	12/31/22		4140258795	N
3	Inv.	4140964165		Janitorial	2-01-26-310-000-273		133.07			Janitorial Supp.	R	12/29/22	12/31/22		4140964165	N

Vendor # Name	PO # PO Date Description	Item Description	Contract PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Rcvd	Enc Date	Chk/Void	Invoice	1099
												Exc1
CINTAS01 Cintas Corporation												
	22-01029 12/29/22 Janitorial - Public Works	Continued										
	4 Inv. 4141641898- Janitorial	38.71	2-01-26-310-000-273		B BOROUGH PROP: Janitorial supp.	R	12/29/22	12/31/22			4141641898	N
		347.72										
	Vendor Total:	1,368.61										
DAVEN005 Dave Muller Automotive & Trail												
	22-00924 11/08/22 Troubleshoot Leaf Collector											
	1 Troubleshoot, Diagnose &	641.53	2-01-26-290-000-277		B STREETS: Vehicle Maintenance	R	11/08/22	01/31/23			8411	N
	Vendor Total:	641.53										
EDMUND01 Edmunds GovTech												
	23-00056 01/25/23 Software Maintenance 2023											
	1 Maintenance 2023 - Finance	2,593.96	3-01-20-130-000-252		B FINANCE: Computer Contract	R	01/25/23	02/01/23			22-IN5992	N
	2 Maintenance 2023 - Tax	2,460.41	3-01-20-145-000-250		B TAX COLLECTION: Edmunds / Vital	R	01/25/23	02/01/23			22-IN5992	N
	3 Maintenance 2023 - w/S	2,214.38	3-05-55-501-000-228		B WATER: Computer Maintenance	R	01/25/23	02/01/23			22-IN5992	N
	4 Maintenance 2023 - w/S	2,214.37	3-05-55-502-000-228		B SEWER: Computer Maint. (Edmunds)	R	01/25/23	02/01/23			22-IN5992	N
	5 Maintenance 2023 - w/S	587.25	T-03-00-850-851-255		B ANIMAL CONTROL - EXPENSES	R	01/25/23	02/01/23			22-IN5992	N
	6 Maintenance 2023 - WIPP	2,682.12	3-01-20-130-000-252		B FINANCE: Computer Contract	R	01/25/23	02/01/23			22-IN5992	N
		12,752.49										
	Vendor Total:	12,752.49										
NUTCOR01 Elizabethtown Gas												
	22-01041 12/30/22 December Billing - 2022											
	1 2408049581 - Boro Hall	373.06	2-01-31-446-000-201		B Gas Heat - Borough Hall	R	12/31/22	12/31/22			DEC 2022	N
	2 2408049581 - Library	373.06	2-01-29-390-000-264		B LIBRARY: Gas & Electric	R	12/31/22	12/31/22			DEC 2022	N
	3 6764364361 - Sr. Center	360.07	2-01-31-446-000-202		B Gas Heat - Senior Center	R	12/31/22	12/31/22			DEC 2022	N
		1,106.19										
	22-01053 12/31/22 0140296831 - Public Works											
	1 0140296831 - Public Works	1,261.35	2-01-31-446-000-205		B Heat - Public Works Building	R	12/31/22	12/31/22			DEC 2022	N
	Vendor Total:	2,367.54										

Vendor #	Name	PO #	PO Date	Description	Item Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099
EXCEL005	Excel Environmental Resources																1099
21-00733	09/24/21 Supplemental Remedial Invest.																Excl
6 Inv.	22195- Supplemental RI					16,961.30	B		G-02-44-974-000-250		B NJDEP - HAZARDOUS DISCHARGE SITE REMED	R	09/24/21	01/25/23		22195	N
22-00712	08/24/22 Landfill - LOI																
2 Inv.	22199 - Progress Billing					7,836.70	B		C-04-18-009-000-250		B ORD 18-9 SUPP APPR REDEVELOPMENT STUDY	R	08/24/22	02/03/23		22199	N
	Vendor Total:					24,798.00											
ATTMOBIL	First Net (AT&T)																
22-01054	12/31/22 MDT Service - Dec 2022																
1 MDT Service	- Dec 2022					164.96			2-01-31-440-000-264		B TELEPHONE - Police	R	12/31/22	01/20/23		DEC 2022	N
23-00108	02/02/23 MDT Service - Jan 2023																
1 MDT Service	- Jan 2023					164.96			3-01-31-440-000-264		B TELEPHONE - Police	R	02/02/23	02/02/23		X01282023	N
	Vendor Total:					329.92											
FLEMI005	Flemington Department Store																
23-00043	01/24/23 Inv. 81150 - Burroughs - Polos																
1 Inv.	81150 - Burroughs - Polos					225.00			2-01-25-240-000-286		B POLICE: Uniforms & Clothing	R	01/24/23	02/01/23		81150	N
	Vendor Total:					225.00											
HOGAN005	Hogan Self Storage																
23-00066	01/25/23 Inv. 10860 - Storage Unit																
1 Inv.	10860 - Storage Unit					3,336.00			3-01-26-310-000-276		B BOROUGH PROP: Storage Unit	R	01/25/23	01/31/23		10860	N
	Vendor Total:					3,336.00											
IPDIP001	IPD																
23-00087	01/31/23 Seminar - Dec 1, 2023																
1 What's New In Management						50.00			2-01-20-120-000-220		B MUN. CLERK: Education	R	01/31/23	02/03/23		DEC 1, 2022	N
	Vendor Total:					50.00											

BOROUGH OF PENNINGTON
Purchase Order Listing By Vendor Name

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	First Rcvd	Chk/Void	Invoice	1099
								Enc Date	Date		Excl
KYLE0005 James Kyle, PP/AICP	22-01017 12/27/22 Escrow Invoices - Dec 2022	1 Inv. 3795 - Escrow Jersey Meds	369.20	E-16-22-011-000-250	B JERSEY MEDS - CONSULTANTS	R	12/27/22	12/31/22		3795	N
22-01018 12/27/22 Escrow - Wentzel	1 Inv. 3798 - Escrow - Wentzel		113.60	E-16-22-010-000-250	B DONALD WENTZEL - CONSULTANTS	R	12/27/22	12/31/22		3798	N
23-00045 01/24/23 Escrow Invoices - Jan 2023	1 Inv. 3955 - 5 Pennington LLC		1,528.80	E-16-22-009-000-250	B 5 Pennington LLC (Starbucks)	R	01/24/23	01/31/23		3955	N
	Vendor Total:		2,011.60								
SHAGG001 Jeanne R. Shagg	22-01068 12/31/22 Medicare Reimb - July-Dec 2022	1 Medicare Reimb - July-Dec 2022	1,428.60	2-01-29-390-000-265	B LIBRARY: Social Security Exp.	R	12/31/22	01/26/23		MEDICARE	N
	Vendor Total:		1,428.60								
KENNE005 Kennedy Culvert & Supply Co.	22-00903 11/02/22 Arch Pattern Curb Box	1 Arch Pattern Curb Box	1,584.60	2-05-55-501-000-271	B WATER: Street System	R	11/02/22	01/26/23		518286	N
	Vendor Total:		1,584.60								
JVTROP01 Main Street Awards	22-00639 07/18/22 Name Plate for A. Marone	1 Name Plate for A. Marone	20.00	2-01-25-240-000-225	B POLICE: Office Equipment/Furniture	R	07/18/22	01/31/23			N
	Vendor Total:		20.00								
MALLC005 MALL CHEVROLET	23-00005 01/20/23 2023 Chevy Tahoe (Supervisor)	1 2023 Chevy Tahoe (Supervisor)	44,223.24	C-04-22-006-000-201	B ORD 2022-6 - VEHICLES & EQUIPMENT	R	01/20/23	02/03/23			N
	Vendor Total:		44,223.24								

Vendor #	Name	PO #	PO Date	Description	Item Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
SCHWIE01	Mason, Griffin & Pierson	22-00175	02/16/22	Legal - Planning Board - 2022	12 Inv. 86274 - Legal - Pl Board	281.75	2-01-21-180-000-261			B	PLANNING BOARD: Legal Services	R	01/25/23	01/25/23		86274	N
22-00329	04/05/22 Addn'l services - Arboretum	3 Inv. 86278 - Arboretum				367.82	T-03-00-850-850-255	B		B	Open Space Reserves	R	04/05/22	01/25/23		86278	N
22-00416	05/03/22 Special Counsel - COAH	8 Inv. 86273 - Accessory Apt.				1,175.00	T-03-00-850-853-255	B		B	Affordable Housing - COAH	R	05/03/22	01/25/23		86273	N
22-01016	12/27/22 Escrow Invoices - Nov 2022	1 Inv. 85951 - Frontier Dev.				292.50	E-16-22-009-000-250			B	5 Pennington LLC (Starbucks)	R	12/27/22	12/31/22		85951	N
		2 Inv. 85952 - Jersey Meds				682.50	E-16-22-011-000-250			B	JERSEY MEDS - CONSULTANTS	R	12/27/22	12/31/22		85952	N
						975.00											
		Vendor Total:				2,799.57											
MCI COMM	MCI Comm Service	23-00080	01/30/23	2DF32543 - Alcotest - Jan 2022	1 2DF32543 - Alcotest - Jan 2022	37.29	3-01-31-440-000-264			B	TELEPHONE - Police	R	01/30/23	01/30/23		JAN 2023	N
		Vendor Total:				37.29											
MCI AUT01	Mercer County Improvement Auth	22-01050	12/31/22	Tipping Fees - Dec 2022	1 12/1/22 - 02-00478528	840.16	2-01-26-305-000-291			B	TRASH: Tipping Fees	R	12/31/22	01/24/23		02-00478528	N
		2 12/1/22 - 02-00478567				510.94	2-01-26-305-000-291			B	TRASH: Tipping Fees	R	12/31/22	01/24/23		02-00478567	N
		3 12/5/22 - 02-00478787				864.94	2-01-26-305-000-291			B	TRASH: Tipping Fees	R	12/31/22	01/24/23		02-00478787	N
		4 12/8/22 - 02-00479140				948.72	2-01-26-305-000-291			B	TRASH: Tipping Fees	R	12/31/22	01/24/23		02-00479140	N
		5 12/12/22 - 02-00479358				764.64	2-01-26-305-000-291			B	TRASH: Tipping Fees	R	12/31/22	01/24/23		02-00479358	N
		6 12/15/22 - 02-00479701				941.65	2-01-26-305-000-291			B	TRASH: Tipping Fees	R	12/31/22	01/24/23		02-00479701	N
		7 12/19/22 - 02-00479926				781.17	2-01-26-305-000-291			B	TRASH: Tipping Fees	R	12/31/22	01/24/23		02-00479926	N
		8 12/22/22 - 02-00480285				905.07	2-01-26-305-000-291			B	TRASH: Tipping Fees	R	12/31/22	01/24/23		02-00480285	N
		9 12/28/22 - 02-00480612				908.61	2-01-26-305-000-291			B	TRASH: Tipping Fees	R	12/31/22	01/24/23		02-00480612	N
		10 12/29/22 - 02-00480693				641.92	2-01-26-305-000-291			B	TRASH: Tipping Fees	R	12/31/22	01/24/23		02-00480693	N
		11 12/29/22 - 02-00480766				1,001.82	2-01-26-305-000-291			B	TRASH: Tipping Fees	R	12/31/22	01/24/23		02-00480766	N
						9,109.64											

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	Invoice	1099
Item Description								Date	Date		Excl
MCI AUT01 Mercer County Improvement Auth Continued											
23-00030 01/23/23 Recycling Services - 2023		B									
2 Inv. 108395 - Recycling			3,269.33	3-01-42-103-000-267	B Recycling Service	R	01/23/23	01/30/23		108395	N
3 Inv. 108412 - Recycling			3,269.33	3-01-42-103-000-267	B Recycling Service	R	01/23/23	01/30/23		108412	N
			6,538.66								
Vendor Total:			15,648.30								
MGL FOR01 MGL Printing Solutions											
22-01037 12/30/22 Trash Calendars - 2023											
1 Trash Calendars Monday - 2023			259.00	G-02-44-903-000-255	B Recycling Grant - 2001	R	12/31/22	02/03/23		195152	N
2 Trash Calendars Thursday - 2023			259.00	G-02-44-903-000-255	B Recycling Grant - 2001	R	12/31/22	02/03/23		195152	N
3 Shipping Charges			36.00	G-02-44-903-000-255	B Recycling Grant - 2001	R	12/31/22	02/03/23		195152	N
			554.00								
Vendor Total:			554.00								
MIDJERSE Mid Jersey Municipal JIF											
23-00092 01/31/23 1st Installment 2023											
1 1st Installment 2023			15,350.02	3-01-23-210-000-285	B INSURANCE: Liability/Other	R	01/31/23	01/31/23		1ST INST 2023	N
2 1st Installment 2023			9,055.62	3-01-23-215-000-285	B Worker's Comp. Insurance	R	01/31/23	01/31/23		1ST INST 2023	N
3 1st Installment 2023			2,500.00	3-01-23-215-000-286	B Worker's Comp - First Aid Squad	R	01/31/23	01/31/23		1ST INST 2023	N
4 1st Installment 2023			3,628.80	3-01-23-210-000-285	B INSURANCE: Liability/Other	R	01/31/23	01/31/23		1ST INST 2023	N
5 1st Installment 2023			6,578.58	3-05-55-505-000-285	B Liability and Other	R	01/31/23	01/31/23		1ST INST 2023	N
6 1st Installment 2023			3,880.98	3-05-55-505-000-255	B Workers Compensation	R	01/31/23	01/31/23		1ST INST 2023	N
			40,994.00								
23-00093 01/31/23 2nd Installment 2023											
1 2nd Installment 2023			15,350.02	3-01-23-210-000-285	B INSURANCE: Liability/Other	R	01/31/23	01/31/23		2ND INST 2023	N
2 2nd Installment 2023			9,055.62	3-01-23-215-000-285	B Worker's Comp. Insurance	R	01/31/23	01/31/23		2ND INST 2023	N
3 2nd Installment 2023			2,500.00	3-01-23-215-000-286	B Worker's Comp - First Aid Squad	R	01/31/23	01/31/23		2ND INST 2023	N
4 2nd Installment 2023			3,628.80	3-01-23-210-000-285	B INSURANCE: Liability/Other	R	01/31/23	01/31/23		2ND INST 2023	N
5 2nd Installment 2023			6,578.58	3-05-55-505-000-285	B Liability and Other	R	01/31/23	01/31/23		2ND INST 2023	N
6 2nd Installment 2023			3,880.98	3-05-55-505-000-255	B Workers Compensation	R	01/31/23	01/31/23		2ND INST 2023	N
			40,994.00								
Vendor Total:			81,988.00								

BOROUGH OF PENNINGTON
Purchase Order Listing By Vendor Name

Vendor #	Name	PO #	PO Date	Description	Item Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099
MIDST005	Mid-State Equipment Co., Inc.	22-00027	01/14/22	Equipment Maint. - 2022	6 Inv. 36076 - Poly Cutting	267.90	2-01-26-290-000-226	B	STREETS: Equip. Maintenance	R	12/31/22	12/31/22	IN36076	N			
	Vendor Total:					267.90											
MUNIC005	Municipal Capital Finance	22-00763	09/08/22	2023 Ford Police Patrol Vehicle	1 2023 Chevy Tahoe Police Patrol	17,273.98	2-01-25-240-000-277	B	POLICE: Vehicle Expenses	R	09/08/22	01/26/23	LEASE PYMT 1	N			
	Vendor Total:					17,273.98											
MUNIC010	Municipal Const. Officials NJ	23-00035	01/24/23	Membership Dues - 2023	1 Membership Dues - 2023	75.00	3-01-22-195-000-215	B	CONSTRUCTION: Dues/Licenses	R	01/24/23	02/01/23	2023 DUES	N			
	Vendor Total:					75.00											
NJSLOW01	NJ State League of Municipalities	23-00049	01/24/23	Seminar - March 11, 2023	1 Seminar - March 11, 2023	75.00	3-01-20-100-000-220	B	ADMIN: Education	R	01/24/23	01/26/23		N			
	Vendor Total:					75.00											
NJWASS01	NJ Water Association	23-00032	01/24/23	Membership Dues - 2023	1 Membership Dues - 2023	465.00	2-05-55-501-000-215	B	WATER: Dues/Licenses/Permits	R	01/24/23	01/31/23	1900	N			
	Vendor Total:					465.00											
STOFNJ01	NJDCA Codes & Standards	22-01045	12/31/22	DCA Fees - 4th Qtr 2022	1 DCA Fees - 4th Qtr 2022	789.00	2-01-50-900-000-201	B	DUE TO STATE-CONSTRUCTION FEES	R	12/31/22	12/31/22	4TH QTR 2022	N			
	Vendor Total:					789.00											

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl	
NJWEA005 NJWEA - South Section	23-00034 01/24/23 Registration - Vendor Display	1 Registration - Vendor Display	90.00	3-05-55-501-000-220	B WATER: Education	R		01/24/23	01/30/23			N	
	Vendor Total:		90.00										
	OCCUP005 Occupational Health - Penn Med	22-00690 08/03/22 CDL Drug Testing - 2022	2 Inv. 940219341222 - Martin	68.00	2-01-26-305-000-250	B TRASH: CDL Drug Testing	R		08/03/22	12/31/22		940219341222	N
			3 Inv. 940219341222 - Stout	68.00	2-01-26-305-000-250	B TRASH: CDL Drug Testing	R		08/03/22	12/31/22		940219341222	N
			4 Inv. 940219341222 - Vagott	143.00	2-01-26-305-000-250	B TRASH: CDL Drug Testing	R		08/03/22	12/31/22		940219341222	N
		5 Inv. 9400219340123 - C. Webb	115.00	2-01-26-305-000-250	B TRASH: CDL Drug Testing	R		01/30/23	01/30/23		9400219340123	N	
		394.00											
Vendor Total:		394.00											
ONECALLC One Call Concepts	22-00064 01/20/22 One Call Messages - 2022	13 Inv. 2125503 - Dec 2022	28.60	2-05-55-501-000-275	B WATER: One Call Messages	R		01/20/22	12/31/22		2125503	N	
	Vendor Total:		28.60										
PACKETPU Packet Media LLC	22-01008 12/20/22 Planning Board Legal notice	1 Plan Board Notice 12.15.22	47.08	2-01-21-180-000-201	B PLANNING BOARD: Advertising	R		12/20/22	12/31/22			N	
	23-00053 01/25/23 Planning Bd Notice - Jan 2023	1 Planning Bd Notice - Jan 2023	69.52	3-01-21-180-000-201	B PLANNING BOARD: Advertising	R		01/25/23	02/02/23		IN17391	N	
23-00064 01/25/23 Legal Notice - Jan 2023	1 Ord. 2023-6 - Introduction	36.04	3-01-20-120-000-201	B MUN. CLERK: Advertising	R		01/25/23	02/02/23				N	
Vendor Total:		152.64											
PEDRON01 Pedroni Fuel Company	22-01044 12/31/22 Inv. 580713 - No Lead Gas	1 Inv. 580713 - No Lead Gas	526.20	2-01-31-460-000-265	B Gasoline, Motor Fuels & Oil PW	R		12/31/22	01/24/23		580713	N	
	Vendor Total:		526.20										

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Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
PEDRONI01 Pedroni Fuel Company												
Continued												
22-01044 12/31/22 Inv. 580713 - No Lead Gas												
2 Inv. 580713 - No Lead Gas												
526.20												
1,052.40												
B Gasoline - Police												
R 12/31/22 01/24/23												
580713												
N												
23-00069 01/25/23 Ref #: 581203 - No Lead Gas												
1 Ref #: 581203 - No Lead Gas												
561.80												
2 Ref #: 581203 - No Lead Gas												
561.80												
1,123.60												
B Gasoline - Police												
R 01/25/23 02/01/23												
581203												
N												
B Gasoline, Motor Fuels & Oil PW												
R 01/25/23 02/01/23												
581203												
N												
Vendor Total: 2,176.00												
POSTAGE Pitney Bowes - Reserve Acct												
23-00082 01/31/23 Postage for Meter												
1 Postage for Meter												
500.00												
2 Postage for Meter												
500.00												
3 Postage for Meter												
200.00												
1,200.00												
B WATER: Postage												
R 01/31/23 01/31/23												
N												
B SEWER: Postage												
R 01/31/23 01/31/23												
N												
B MUN. CLERK: Postage												
R 01/31/23 01/31/23												
N												
Vendor Total: 1,200.00												
PMCAS005 PMC Associates												
22-00777 09/12/22 Tait 6 Bank Radio Charger												
1 Tait 6 Bank Radio Charger												
493.50												
2-01-25-240-000-230												
B POLICE: RADIOS / MDT'S												
R 09/12/22 02/02/23												
93538												
N												
23-00068 01/25/23 Cradlepoint - Net Cloud												
1 MAI-NCESS - 1 Yr NetCloud												
817.92												
3-01-25-240-000-242												
B POLICE: Police Supplies / Ammunition												
R 01/25/23 01/31/23												
93901												
N												
Vendor Total: 1,311.42												
POSTM005 Post Master												
22-01047 12/31/22 Postage - Assessment Cards												
1 Postage - Assessment Cards												
475.64												
2-01-20-150-000-210												
B TAX ASSESSMENT: Postage												
R 12/31/22 01/31/23												
2188												
N												
Vendor Total: 475.64												

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date	Invoice	1099 Exc]
PSEGAS01 PSE&G											
22-01048 12/31/22 65-278-022-18 - Public Works											
1 65-278-022-18 - Public Works			339.13	2-01-31-430-000-263		B Electricity - PW Buildings	R	12/31/22 12/31/22		DEC 2022	N
22-01056 12/31/22 November Billing - 2022											
1 7341633301 - Street Lights			2,436.87	2-01-31-435-000-266		B Street Lights	R	12/31/22 12/31/22		NOV 2022	N
2 7341633409 - Sewer Sked			153.34	2-05-55-502-000-264		B SEWER: Gas & Electric	R	12/31/22 12/31/22		NOV 2022	N
3 7341633506 - Street Lights			78.72	2-01-31-435-000-266		B Street Lights	R	12/31/22 12/31/22		NOV 2022	N
4 7341633700 - PW Garage			26.44	2-01-31-430-000-263		B Electricity - PW Buildings	R	12/31/22 12/31/22		NOV 2022	N
5 7341633808 - Well 8			733.13	2-05-55-501-000-264		B WATER: Gas & Electric	R	12/31/22 12/31/22		NOV 2022	N
6 7341633905 - Well 5			65.91	2-05-55-501-000-264		B WATER: Gas & Electric	R	12/31/22 12/31/22		NOV 2022	N
7 7341634006 - Well 7			652.24	2-05-55-501-000-264		B WATER: Gas & Electric	R	12/31/22 12/31/22		NOV 2022	N
8 7341634103 - Garage Office			4.96	2-01-31-430-000-263		B Electricity - PW Buildings	R	12/31/22 12/31/22		NOV 2022	N
9 7341634200 - Sr. Center			193.09	2-01-31-430-000-265		B Electric - Sr. Center	R	12/31/22 12/31/22		NOV 2022	N
10 7341634308 - Sewer curllis			124.84	2-05-55-502-000-264		B SEWER: Gas & Electric	R	12/31/22 12/31/22		NOV 2022	N
11 7341634405 - Well 9			673.57	2-05-55-501-000-264		B WATER: Gas & Electric	R	12/31/22 12/31/22		NOV 2022	N
12 7359443202 - Boro Hall			476.59	2-01-31-430-000-264		B Electric - Boro Hall	R	12/31/22 12/31/22		NOV 2022	N
13 7359443202 - Library			476.59	2-01-29-390-000-264		B LIBRARY: Gas & Electric	R	12/31/22 12/31/22		NOV 2022	N
			5,964.47								
23-00055 01/25/23 December Billing - 2022											
1 7341633107 - Well 6			953.50	2-05-55-501-000-264		B WATER: Gas & Electric	R	01/25/23 01/26/23		DEC 2022	N
2 7341633204 - PW Garage			4.96	2-01-31-430-000-263		B Electricity - PW Buildings	R	01/25/23 01/26/23		DEC 2022	N
3 7341633301 - Street Lights			780.00	2-01-31-435-000-266		B Street Lights	R	01/25/23 01/26/23		DEC 2022	N
4 7341633301 - Street Lights			2,254.16	2-01-31-430-000-263		B Electricity - PW Buildings	R	01/25/23 01/26/23		DEC 2022	N
5 7341633409 - Sewer Sked St.			115.54	2-05-55-502-000-264		B SEWER: Gas & Electric	R	01/25/23 01/26/23		DEC 2022	N
6 7341633506 - Street Lights			96.25	2-01-31-435-000-266		B Street Lights	R	01/25/23 01/26/23		DEC 2022	N
7 7341633603 - Kunkel Park			19.96	2-01-31-430-000-264		B Electric - Boro Hall	R	01/25/23 01/26/23		DEC 2022	N
8 7341633700 - PW Garage			30.55	2-01-31-430-000-263		B Electricity - PW Buildings	R	01/25/23 01/26/23		DEC 2022	N
9 7341633808 - Well 8			752.29	2-05-55-501-000-264		B WATER: Gas & Electric	R	01/25/23 01/26/23		DEC 2022	N
10 7341633905 - Well 5			227.16	2-05-55-501-000-264		B WATER: Gas & Electric	R	01/25/23 01/26/23		DEC 2022	N
11 7341634006 - Well 7			826.43	2-05-55-501-000-264		B WATER: Gas & Electric	R	01/25/23 01/26/23		DEC 2022	N
12 7341634103 - Garage Office			4.96	2-01-31-430-000-263		B Electricity - PW Buildings	R	01/25/23 01/26/23		DEC 2022	N
13 7341634200 - Sr. Center			248.71	2-01-31-430-000-265		B Electric - Sr. Center	R	01/25/23 01/26/23		DEC 2022	N
14 7341634308 - Sewer Curllis			777.22	2-05-55-502-000-264		B SEWER: Gas & Electric	R	01/25/23 01/26/23		DEC 2022	N
15 7341634405 - Well 9			847.21	2-05-55-501-000-264		B WATER: Gas & Electric	R	01/25/23 01/26/23		DEC 2022	N
16 7359443202 - boro Hall			571.26	2-01-31-430-000-264		B Electric - Boro Hall	R	01/25/23 01/26/23		DEC 2022	N

Vendor #	Name	PO #	PO Date	Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
PSEGAS01	PSE&G					Continued										
23-00055	01/25/23 December Billing - 2022					Continued										
17	7359443202 - Library				571.26	2-01-29-390-000-264			B	LIBRARY: Gas & Electric	R	01/25/23	01/26/23		DEC 2022	N
					9,081.42											
	Vendor Total:				15,385.02											
RSMITH	Richard W. Smith Jr.															
23-00065	01/25/23 Reimb - CDL Registration															
1	Reimb - CDL Registration				12.00	3-01-26-305-000-250			B	TRASH: CDL Drug Testing	R	01/25/23	01/26/23		REIMB	N
	Vendor Total:				12.00											
RNDCON01	RND Consulting, LLC															
22-01055	12/31/22 Inv. 22247 - Computer Maint															
1	Inv. 22247 - Managed Backup				260.00	2-01-20-100-000-250			B	ADMIN: Consultants (RND/e-code/Website)	R	12/31/22	01/24/23		22247	N
2	Inv. 22247 - Checklist Tier 2				162.50	2-01-20-100-000-250			B	ADMIN: Consultants (RND/e-code/Website)	R	12/31/22	01/24/23		22247	N
3	Inv. 22247 - Zoom Fee				58.63	2-01-20-100-000-250			B	ADMIN: Consultants (RND/e-code/Website)	R	12/31/22	01/24/23		22247	N
4	Inv. 22247 - Cloud Backup				19.94	2-01-20-100-000-250			B	ADMIN: Consultants (RND/e-code/Website)	R	12/31/22	01/24/23		22247	N
5	Inv. 22247 - Intermedia				525.24	2-01-20-100-000-243			B	ADMIN: Intermedia - E-mail accounts	R	12/31/22	01/24/23		22247	N
					1,026.31											
	Vendor Total:				1,026.31											
SPARKLIN	Sparkling Pools, Inc.															
22-00004	01/14/22 Liquid Chlorine - 2022															
6	Inv. 12/30/22 - Liq. Chlorine				783.60	2-05-55-501-000-291			B	WATER: Purification Supplies	R	09/13/22	12/31/22		12-30-22	N
	Vendor Total:				783.60											
SBRSAUD01	Stony Brook Reg. Sewerage Auth															
23-00026	01/23/23 4th Qtr 2022															
1	4th Qtr 2022				99,922.00	2-05-55-503-000-255			B	SBRSA Treatment Costs	R	01/23/23	01/23/23		INV-001166	N
	Vendor Total:				99,922.00											

Vendor #	Name	PO #	PO Date	Description	Item Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099
TEAML005	Team Life, Inc.																
23-00044	01/24/23 Inv. 38914 - Defib. Pads																
1 Inv. 38914	- Powerheart G3					80.00	3-01-25-240-000-226			B	POLICE: Equip. Maintenance	R	01/24/23	02/02/23		38914	N
	Vendor Total:					80.00											
TWPHOPEW	Township of Hopewell																
23-00048	01/24/23 Shared Service - E-Shredding																
1 Shared Service - E-Shredding						2,000.00	3-01-42-111-000-250			B	SHARED SERVICE: ELEC & PAPER SHREDDING	R	01/24/23	02/01/23			N
	Vendor Total:					2,000.00											
TREASU02	Treasurer, State of NJ																
23-00025	01/23/23 Air Quality Permit																
1 Inv. 230024730	- Air Quality					1,370.00	3-05-55-501-000-215			B	WATER: Dues/Licenses/Permits	R	01/23/23	01/23/23		230024730	N
23-00028	01/23/23 Annual Remediation Fee																
1 Inv. 222504070	- Annual					10,285.00	3-01-26-290-000-287			B	STREETS: JIF SAFETY INCENTIVE FUNDS	R	01/23/23	01/23/23		222504070	N
23-00067	01/25/23 Water Allocation Permit Fee																
1 Inv. 222412510	- water Alloc.					4,495.00	3-05-55-501-000-215			B	WATER: Dues/Licenses/Permits	R	01/25/23	01/26/23		222412510	N
	Vendor Total:					16,150.00											
VALLEY01	valley oil Company																
22-01013	12/21/22 Inv. 52897 - Diesel Fuel																
1 Inv. 52897	- Diesel Fuel					1,635.25	2-01-31-460-000-265			B	Gasoline, Motor Fuels & Oil PW	R	12/21/22	12/31/22		52897	N
23-00016	01/20/23 Inv. 85445 - Diesel Fuel																
1 Inv. 85445	- Diesel Fuel					1,020.15	3-01-31-460-000-265			B	Gasoline, Motor Fuels & Oil PW	R	01/20/23	01/26/23		85445	N
23-00017	01/20/23 Inv. 85489 - Diesel Fuel																
1 Inv. 85489	- Diesel Fuel					656.92	3-01-31-460-000-265			B	Gasoline, Motor Fuels & Oil PW	R	01/20/23	01/26/23		85489	N
	Vendor Total:					3,312.32											

BOROUGH OF PENNINGTON
Purchase Order Listing By Vendor Name

Vendor #	Name	PO #	PO Date	Description	Item Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat/chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
VER-NEW	Verizon	22-01049	12/31/22	December Billing - 2022	1 December Billing - 2022	1,058.78	2-01-31-440-000-265	B	TELEPHONE - Administration	R	12/31/22	12/31/22	9924250671	N			
				Vendor Total:		1,058.78											
VERIZ001	Verizon	22-01051	12/31/22	Alcotest - Dec 2022	1 Alcotest - Dec 2022	65.59	2-01-31-440-000-264	B	TELEPHONE - Police	R	12/31/22	01/20/23	DEC 2022	N			
				Vendor Total:		65.59											
VER-NEW	Verizon	22-01052	12/31/22	Air Card - Pine11i - Dec 2022	1 Air Card - Pine11i - Dec 2022	38.01	2-01-31-440-000-264	B	TELEPHONE - Police	R	12/31/22	01/20/23	9923700739	N			
23-00046	01/24/23 Library - December 2022	1 Inv. 9924162378	Library	107.69	2-01-29-390-000-263	B	LIBRARY: Telephone	R	01/24/23	01/24/23	9924162378	N					
				Vendor Total:		145.70											
VERIZ001	Verizon	23-00074	01/30/23	609-737-2014 - Court -Jan 2023	1 609-737-2014 - Court -Jan 2023	163.94	3-01-43-490-000-263	B	MUNICIPAL COURT: Telephone	R	01/30/23	01/30/23	JAN 2023	N			
23-00079	01/30/23 609-737-9576 - Public Works	1 609-737-9576	Public Works	316.85	3-01-31-440-000-263	B	Telephone PW	R	01/30/23	01/30/23	JAN 2023	N					
				Vendor Total:		480.79											
VER-NEW	Verizon	23-00106	02/02/23	Air Card - Pine11i - Jan 2023	1 Air Card - Pine11i - Jan 2023	38.01	3-01-31-440-000-264	B	TELEPHONE - Police	R	02/02/23	02/02/23	9926075564	N			
				Vendor Total:		38.01											

BOROUGH OF PENNINGTON
Purchase Order Listing By Vendor Name

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
VERIZ001	Verizon															
23-00107	02/02/23 Alcotest - 609-737-3125 - Jan						66.77	3-01-31-440-000-264	B	TELEPHONE - Police	R	02/02/23	02/02/23		JAN 2023	N
1	Alcotest - 609-737-3125 - Jan															
	Vendor Total:						66.77									
VER FIOS	Verizon - FIOS															
23-00052	01/25/23 Police Internet - Jan 2023						119.00	3-01-31-440-000-264	B	TELEPHONE - Police	R	01/25/23	01/26/23		JAN 2023	N
1	Police Internet - Jan 2023															
23-00072	01/27/23 FIOS Internet - Jan 2023						149.00	3-01-29-390-000-262	B	LIBRARY: Hub Line	R	01/27/23	01/27/23		JAN 2023	N
1	FIOS Internet - Jan 2023															
23-00077	01/30/23 FIOS - Internet - Dec 2022						119.00	3-01-31-440-000-264	B	TELEPHONE - Police	R	01/30/23	01/30/23		JAN 2023	N
1	FIOS - Internet - Dec 2022															
23-00078	01/30/23 Police Internet - Jan 2023						131.99	3-01-31-440-000-264	B	TELEPHONE - Police	R	01/30/23	01/30/23		JAN 2023	N
1	Police Internet - Jan 2023															
	Vendor Total:						518.99									
BLISSW01	Walter R. Bliss Jr., Esquire															
22-00039	01/14/22 Legal Services - 2022						4,163.00	2-01-20-155-000-261	B	LEGAL: Legal Services	R	01/14/22	02/03/23		DEC 2022	N
13	Legal Services - Dec 2022															
23-00019	01/23/23 Legal Services - 2023						4,583.33	3-01-20-155-000-261	B	LEGAL: Legal Services	R	01/23/23	02/03/23		JAN 2023	N
2	Legal Services - Jan 2023															
	Vendor Total:						8,746.33									
WATERRES	Water Resource Management															
22-00155	02/10/22 Compliance Officer - 2022						425.00	2-05-55-501-000-260	B	WATER: Compliance Officer / Emerg. Serv	R	02/10/22	01/25/23		WPN22M01-12	N
13	INV. WPN22M01-12 - DEC 2022															
	Vendor Total:						425.00									

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat	Chk	Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099
Item Description																	Excl
NEWTOW01 Workplace Central																	
22-01025 12/28/22 Supply Order																	
1	857087	-	Copy Paper		2-01-20-100-000-240		195.60			B ADMIN: Office Supplies	R		12/30/22	12/31/22		857087-0	N
2	857087	-	Copy Paper		2-01-25-240-000-240		48.90			B POLICE: Office Supplies	R		12/30/22	12/31/22		857087-0	N
3	VER99123	-	Zip Drives		2-01-25-240-000-240		32.98			B POLICE: Office Supplies	R		12/30/22	12/31/22		857087-0	N
4	VER99123	-	Zip Drives		2-01-20-120-000-240		32.98			B MUN. CLERK: Office Supplies	R		12/30/22	12/31/22		857087-0	N
5	BRTDR820	-	Brother Drum Unit		2-01-20-100-000-240		259.96			B ADMIN: Office Supplies	R		12/30/22	12/31/22		857087-0	N
6	BRTTN850	-	Brother Toner Cart.		2-01-20-100-000-240		115.48			B ADMIN: Office Supplies	R		12/30/22	12/31/22		857087-0	N
7	FEL00709	-	Storage Boxes		2-01-20-130-000-240		144.58			B FINANCE: Office Supplies	R		12/30/22	12/31/22		857087-0	N
8	VER55248	-	Mousepad		2-01-20-100-000-240		3.67			B ADMIN: Office Supplies	R		12/30/22	12/31/22		857087-0	N
							834.15										
23-00027 01/23/23 Supply Order																	
1	FEL5738201	-	Laminator		3-01-25-240-000-240		78.98			B POLICE: Office Supplies	R		01/23/23	01/31/23		859153-0	N
2	GBC-3202002	-	Laminator Sheets		3-01-25-240-000-240		14.94			B POLICE: Office Supplies	R		01/23/23	01/31/23		859153-0	N
3	GBC-3200655	-	Laminator Pouch		3-01-25-240-000-240		70.98			B POLICE: Office Supplies	R		01/23/23	01/31/23		859153-0	N
4	TOP-22983	-	1099 Interest		3-01-20-130-000-240		27.93			B FINANCE: Office Supplies	R		01/23/23	01/31/23		859153-0	N
5	TOP-22993	-	1099 Misc		3-01-20-130-000-240		51.19			B FINANCE: Office Supplies	R		01/23/23	01/31/23		859153-0	N
6	SOU-403CR	-	Red Line Paper		3-01-20-120-000-240		61.46			B MUN. CLERK: Office Supplies	R		01/23/23	01/31/23		859153-0	N
7	AVE-11351	-	Month Index Divide		3-01-21-180-000-240		15.39			B PLANNING BOARD: Office Supplies	R		01/23/23	01/31/23		859153-0	N
							320.87										
23-00029 01/23/23 Supply Order																	
1	UNV-73700	-	File Jackets		3-01-20-130-000-240		138.74			B FINANCE: Office Supplies	R		01/23/23	01/31/23		857353-0	N
2	UNV-74500	-	File Jackets		3-01-20-130-000-240		91.80			B FINANCE: Office Supplies	R		01/23/23	01/31/23		857353-0	N
3	SAN-80675	-	Dry Erase Marker		3-01-20-130-000-240		12.53			B FINANCE: Office Supplies	R		01/23/23	01/31/23		857353-0	N
							243.07										
Vendor Total: 1,398.09																	
Total Purchase Orders: 90 Total P.O. Line Items: 190 Total List Amount: 374,239.81 Total Void Amount: 0.00																	

Totals by Year-Fund Fund Description		Fund	Budget Total	Revenue Total	G/L Total	Total
	2-01		54,810.27	0.00	0.00	54,810.27
	2-05		109,979.36	0.00	0.00	109,979.36
	Year Total:		164,789.63	0.00	0.00	164,789.63
	3-01		101,585.26	0.00	0.00	101,585.26
	3-05		32,302.87	0.00	0.00	32,302.87
	Year Total:		133,888.13	0.00	0.00	133,888.13
	C-04		52,059.94	0.00	0.00	52,059.94
	E-16		2,986.60	0.00	0.00	2,986.60
	G-02		18,140.44	0.00	0.00	18,140.44
	T-03		2,375.07	0.00	0.00	2,375.07
	Total of All Funds:		374,239.81	0.00	0.00	374,239.81

**BOROUGH OF PENNINGTON
RESOLUTION 2023-2.3**

Item 37.

**RESOLUTION AUTHORIZING AMENDMENTS TO THE
2023 TEMPORARY BUDGET**

WHEREAS, the 2023 Budget for the Borough of Pennington has not been adopted; and

WHEREAS, additional funds are necessary to meet various obligations of the Borough of Pennington;

NOW, THEREFORE, BE IT RESOLVED, that the following additional appropriations be made in the 2023 Temporary Budget for the Current Account.

Administration	Salaries	\$15,000.00
Mayor and Council	Other Expense	\$1,000.00
Finance	Other Expense	\$10,000.00
Historic Preservation	Other Expense	\$500.00
Planning Board	Salaries	\$5,000.00
Planning Board	Other Expense	\$3,000.00
Construction	Salaries	\$15,000.00
Group Insurance	Other Expense	\$40,000.00
Police	Salaries	\$100,000.00
Police	Other Expense	\$20,000.00
Prosecutor	Other Expense	\$5,200.00
Streets	Salaries	\$50,000.00
Streets	Other Expense	\$25,000.00
Trash	Salaries	\$50,000.00
Trash	Other Expense	\$50,000.00
Library	Salaries	\$15,000.00
Library	Other Expense	\$25,000.00
Electricity	Other Expense	\$10,000.00
Telephone	Other Expense	\$5,000.00
Gas, Fuel, Lubricants	Other Expense	\$5,000.00
PERS	Other Expense	\$97,888.22
PFRS	Other Expense	\$161,880.00
Social Security	Other Expense	\$20,000.00
Shared Services – Senior Services	Other Expense	\$100.00
Municipal Court	Salaries	\$10,000.00
Municipal Court	Other Expense	\$5,000.00
Total		\$744,568.22

BE IT FURTHER RESOLVED, that the following additional funds be appropriated for the 2023 Temporary Budget for the Water and Sewer Fund:

Stonybrook Treatment Costs	Other Expense	\$107,000.00
Group Insurance	Other Expense	\$20,000.00
PERS	Other Expense	\$41,852.10
Social Security	Other Expense	\$5,000.00
TOTAL		\$173,852.10

Record of Council Vote on Passage

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on February 6, 2023..

Elizabeth Sterling, Borough Clerk

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 2.4**

**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM**

ENABLING RESOLUTION for SUPPLEMENTAL FUNDING REQUEST

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program (“State”), provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition and development of lands for outdoor recreation and conservation purposes; and

WHEREAS, the Borough of Pennington has previously obtained a Green Acres loan of \$ N/A and/or a Green Acres grant of \$1,375,000 from the State to fund the following project(s):

Pennington Greenbelt Planning Incentive; and

WHEREAS, the Borough of Pennington desires to further the public interest by requesting an additional Green Acres loan of \$ N/A and/or an additional Green Acres grant of \$300,000 to fund the project(s); and

WHEREAS, the State shall determine if the supplemental funding request is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State’s funds in accordance with its rules, regulations and applicable statutes, and is willing to enter into an Amendment of the Agreement with the State for the above-named project;

NOW, THEREFORE, the governing body/board resolves that:

1. Mayor James Davy or the successor to the office of Mayor is hereby authorized to:
 - (a) request such a loan and/or such a grant,
 - (b) provide additional information and furnish such documents as may be required, and
 - (c) act as the authorized correspondent of the above-named applicant; and
2. The applicant agrees to provide the local government/nonprofit share if a match is required.
3. The applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project.
4. This resolution shall take effect immediately.

Record of Council Vote on Passage

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on February 6, 2023.

Elizabeth Sterling, Borough Clerk

CERTIFICATION

I, Elizabeth Sterling do hereby certify that the foregoing is a true copy of a resolution adopted by Pennington Borough Council at a meeting held on the 6th day of February, 2023.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this 7th day of February, 2023.

Elizabeth Sterling, Borough Clerk

Green Acres Mission

To achieve, in partnership with others, a system of interconnected open space whose protection will preserve and enhance New Jersey's natural environment and its historic, scenic, and recreational resources for public use and enjoyment.



New Jersey Department of Environmental Protection
Site Remediation and Waste Management Program

HAZARDOUS DISCHARGE SITE REMEDIATION FUND
- PART I

☒ LSRP ☐ Subsurface Evaluator (for UHOT cases only)

Program Interest Name: Pennington Boro DPW SLF PI #: G000026221

Date Stamp
(For Department use only)

SECTION A. REQUESTED FUNDING TYPE AND AMOUNT

☒ PLEASE CHECK HERE IF THIS IS A SUPPLEMENTAL REQUEST

Public Entity

- ☐ Brownfield Development Area Grant\$ _____
- ☒ PA/SI/RI Grant\$ 686,479.54
- ☐ 75% Recreation and Conservation Grant\$ _____
- ☐ 75% Renewable Energy Grant\$ _____
- ☐ 50% Affordable Housing Grant\$ _____
- ☐ 25% Matching Grant Remedial Action Unrestricted Use\$ _____
- ☐ Loan\$ _____

Private Entity

- ☐ 25% Matching Grant Remedial Action Unrestricted Use\$ _____
- ☐ Loan\$ _____

Non-Profit

- ☐ PA/SI/RI Grant\$ _____

SECTION B. APPLICANT INFORMATION

Name: Borough of Pennington

Address: 30 North Main Street

City: Pennington State: New Jersey

County: Mercer Zip Code: 08534

Phone Number: (609) 737-0276 Ext: 10 Fax: (609) 737-9780

Email Address: bsterling@penningtonboro.org

Individual: Social Security Number: _____

Businesses: Tax ID Number: _____ SIC: _____ NIAC: _____

SECTION C. CONTACT INFORMATION

☒ Check here if contact information is the same as Section B above (proceed to Section D)

Contact Person: Betty Sterling Title: Borough Clerk/Assistant FCO

Affiliation: Borough of Pennington

Address: _____

City/Town: _____ State: _____ Zip Code: _____

Phone Number: _____ Ext: _____ Fax: _____

Email Address: _____

SECTION D. SITE OWNERSHIP INFORMATION

☒ Check here if site ownership information is the same as Section B above (proceed to Section E)

Name of Site Owner: _____

Address: _____

Municipality: _____ State: _____ Zip Code: _____

SECTION E. SITE INFORMATION (location where remediation will be conducted)

Name of Site (as identified on NJDEP's Known Contaminated Site List): Pennington Boro DPW SLF

PI (Program Interest) Number: G000026221 Acreage: _____

Other Site Names (A.K.A.): Pennington Borough Sanitary Landfill

Address: Delaware Avenue

Municipality: Pennington State: New Jersey

County: Mercer Zip Code: 08534

Municipal Block(s) and Lot(s): Block 206, Lots 4, 5 and 12

SECTION F. VIOLATIONS, PENALTIES & FEES

Any applicant that is not in compliance with all applicable DEP regulation must submit a written description and explanation for noncompliance including a list of **all** violations and outstanding fees and penalties to be provided below. Applicant's must specify whether the violations, fees or penalties are currently being contested in a manner prescribed by law and whether the violations, fees and penalties resulted from a lack of financial resources to perform required remediation.

None that I am aware

SECTION G. OTHER FUNDING SOURCES

Indicate all other sources of financial assistance sought for the remediation of the site.

☒ Check here if no other funding sought

☐ Insurance Coverage

☐ UST Fund

☐ 75% Brownfield Reimbursement

☐ Entity(s) responsible for conducting the remediation

☐ NJRA Brownfield Redevelopment Initiative

☐ Green Acres

☐ NJ Environmental Infrastructure Trust

☐ Other: _____

SECTION H. WORK PROPOSAL

Attach Work Proposal to application.

Name of Firm Preparing the Work Proposal: Excel Environmental Resources, Inc.

Preparer Name: Lawra J. Dodge

Phone: (732) 545-9525 Email Address: ldodge@excelenv.com

SECTION I. COST ESTIMATE

Attach Detailed Cost Estimate to application.

SECTION J. FINANCIAL INFORMATION (Private Entities)

Homeowners must submit Federal tax returns for the last three years. Businesses and private matching grant applicants must attach business, as well as personal, financial statements for the last three years. Provide financial information with application.

SECTION K. LICENSED SITE REMEDIATION PROFESSIONAL INFORMATION AND STATEMENTLSRP ID Number: 575217First Name: Lawra Last Name: DodgePhone Numbers: (732) 545-9525 Ext.: _____ Fax: (732) 545-9425Mailing Address: 111 North Center DriverMunicipality: North Brunswick State: New Jersey Zip Code: 08902Email Address: ldodge@excelenv.com

This statement shall be signed by the LSRP who is submitting this notification in accordance with N.J.S.A. 58:10C-14, and N.J.S.A. 58:10B-1.3b(1) and (2).

(1) *I certify, as a Licensed Site Remediation Professional authorized pursuant to N.J.S.A. 58:10C-1 et seq. to conduct business in New Jersey, that for the remediation described in this submission, and all attachments included in this submission, I personally: Managed, supervised, or performed the remediation conducted at this site that is described in this submission, and all attachments included in this submission; and/or periodically reviewed and evaluated the work performed by other persons that forms the basis for the information in this submission; and/or completed the work of another site remediation professional, licensed or not, after having: (1) reviewed all available documentation on which I relied; (2) conducted a site visit and observed the then-current conditions and verified the status of as much of the work as was reasonably observable; and (3) concluded, in the exercise of my independent professional judgment, that there was sufficient information upon which to complete any additional phase of remediation and prepare workplans and reports related thereto.*

(2) *I certify:*

- *That I have read this submission and all attachments to this submission;*
- *That in performing the professional services as the licensed site remediation professional for the entire site or each area of concern, I adhered to the professional conduct standards and requirements governing licensed site remediation professionals provided in N.J.S.A. 58:10C-16;*
- *That the remediation conducted at the entire site or each area of concern, that is described in this submission and all attachments to this submission, was conducted pursuant to and in compliance with the remediation requirements in N.J.S.A. 58:10C-14.c;*
- *That the remediation described in this submission, and all attachments to this submission, was conducted pursuant to and in compliance with the regulations of the Site Remediation Professional Licensing Board at N.J.A.C. 7:26I; and*
- *That the information contained in this submission and all attachments to this submission is true, accurate, and complete.*

(3) *I certify, when this submission includes a response action outcome, that the entire site or each area of concern has been remediated in compliance with all applicable statutes, rules, and regulations and is protective of public health and safety and the environment.*

(4) *I certify that no other person is authorized or able to use any password, encryption method, or electronic signature that the Board or the Department have provided to me.*

(5) *I certify that I understand and acknowledge that:*

- *If I knowingly make a false statement, representation, or certification in any document or information I submit to the Department I may be subject to civil and administrative enforcement pursuant to N.J.S.A. 58:10C-17.a.1(a)through (f) by the Board, including but not limited to license suspension, revocation, or denial of renewal; and*
- *If I purposely, knowingly, or recklessly make a false statement, representation, or certification in any application, form, record, document or other information submitted to the Department or required to be maintained pursuant to the Site Remediation Reform Act, I shall be guilty, upon conviction, of a crime of the third degree and shall, notwithstanding the provisions of subsection b. of N.J.S.2C:43-3, be subject to a fine of not less than \$5,000 nor more than \$75,000 per day of violation, or by imprisonment, or both.*

(6) *I certify that I have read this certification prior to signing, certifying, and making this submission.*

LSRP Signature: _____

Date: _____

LSRP Name: Lawra J. DodgeCompany Name: Excel Environmental Resources, Inc.

SECTION K. SUBSURFACE EVALUATOR INFORMATION AND STATEMENT

I certify under penalty of law that the work was performed under my oversight and I have reviewed the report and all attached documents, and the submitted information is true, accurate and complete in accordance with the requirements of N.J.A.C. 7:14B and N.J.A.C. 7:26E. I am aware that there are significant civil and criminal penalties for submitting false, inaccurate or incomplete information including fines and/or imprisonment.

Name: _____ UST Cert. No.: _____
 Firm: _____ Firm's UST Cert. Number: _____
 Firm Address: _____
 City/Town: _____ State: _____ Zip Code: _____
 Phone Number: _____ Ext: _____ Fax: _____
 Signature: _____ Date: _____

Completed forms should be sent to:

Bureau of Case Assignment & Initial Notice
 Site Remediation Program
 NJ Department of Environmental Protection
 401-05H
 PO Box 420
 Trenton, NJ 08625-0420



**New Jersey Department of Environmental Protection
Site Remediation and Waste Management Program**

HDSRF APPLICATION – GENERAL CERTIFICATION – PART II

THIS CERTIFICATION IS REQUIRED TO BE COMPLETED BY ALL APPLICANTS

This certification shall be signed as follows:

- for a corporation, by a principal executive officer, at least the level of vice president;
- for a partnership, by a general partner;
- for a sole proprietorship, by the proprietor;
- for a public entity, the contact person (business administrator, manager, mayor, etc.);
- for other than above (i.e. homeowner/individual), the person with legal responsibility for the site.

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant civil penalties for knowingly submitting false, inaccurate or incomplete information and that I am committing a crime of the fourth degree if I make a written false statement which I do not believe to be true. I am aware that if I knowingly direct or authorize the violation of any statute, I am personally liable for the penalties.

Signature

Name/Title

Company

Sworn to and Subscribed Before Me

On this date of

Notary



**New Jersey Department of Environmental Protection
Site Remediation and Waste Management Program**

HDSRF APPLICATION – SUBROGATION OF RIGHTS – PART III

THIS CERTIFICATION IS REQUIRED TO BE COMPLETED BY ALL APPLICANTS

This certification shall be signed as follows:

- for a corporation, by a principal executive officer, at least the level of vice president;
- for a partnership, by a general partner;
- for a sole proprietorship, by the proprietor;
- for a public entity, the contact person (business administrator, manager, mayor, etc.);
- for other than above (i.e. homeowner/individual), the person with legal responsibility for the site.

I hereby subrogate to the New Jersey Department of Environmental Protection all rights to recover remediation costs from an insurance carrier, discharger, or person in any way responsible for a hazardous substance discharge pursuant to subsection c. of section 8 of P.L. 1976, c. 141 (C.58:10-23.11g) and who does not have a defense to liability pursuant to subsection d. of that section, upon the failure of the recipient to repay the financial assistance to the State.

I further certify that I have not relinquished, impaired, or waived, and do not intend to relinquish, impair, or waive, any right by the State to recover the costs of the remediation against an insurance carrier, discharger, or person in any way responsible for a hazardous substance pursuant to subsection c. of section 8 of P.L. 1976, c.141 (C.58:10-23.11g).

Signature

Name/Title

Company

Sworn to and Subscribed Before Me

On this date of _____

Notary



**New Jersey Department of Environmental Protection
Site Remediation and Waste Management Program**

**HDSRF APPLICATION – 25% MATCHING GRANT REMEDIAL ACTION
CERTIFICATION – PART IV**

THIS CERTIFICATION IS REQUIRED FOR ALL PUBLIC AND PRIVATE ENTITY APPLICANTS APPLYING FOR A 25% MATCHING RA GRANT

This certification shall be signed as follows:

- For a corporation, by a principal executive officer, at least the level of vice president;
- for a partnership, by a general partner;
- for a sole proprietorship, by the proprietor;
- for a public entity, the contact person (business administrator, manager, mayor, etc.);
- for other than above (i.e. homeowner/individual), the person with legal responsibility for the site.

I hereby certify that

- A) *The requestor has a net worth of not more than \$2,000,000 at the time the relevant costs are incurred; and*
- B) *The requestor will implement an unrestricted use remedial action.*

Signature

Name/Title

Company

Sworn to and Subscribed Before Me

On this date of

Notary



**New Jersey Department of Environmental Protection
Site Remediation and Waste Management Program**

HDSRF APPLICATION – MUNICIPAL QUESTIONNAIRE – PART V

THIS INFORMATION IS REQUIRED FOR ALL PUBLIC ENTITIES APPLICANTS

In order to expedite the processing of grant or loan application for public entities at the NJEDA, complete this Preliminary Questionnaire and return it to the NJDEP as part of the HDSRF application. NJDEP will forward this information to the NJEDA once your application has been approved. If you have any questions about available financial assistance, call the NJEDA at (609) 341-2723.

1. Applicant: Borough of Pennington

Project Name: Pennington Borough Sanitary Landfill

2. Indicate the estimated project start date.

Start Date: 03/01/2023

3. List the current owner of the project site: Borough of Pennington

4. If you are not the owner, do you hold a tax sales certificate for the property? ☐ Yes ☐ No

When was the tax sale certificate obtained? Date: _____

PROVIDE A COPY OF PROPERTY OWNERSHIP, SUCH AS TAX SALE CERTIFICATE, FORECLOSURE PAPERS, ETC. WITH THIS APPLICATION.

If the municipality does not currently own the property or hold a tax sale certificate, has the municipality passed a resolution indicating an intent to acquire the property? ☐ Yes ☐ No

When was the resolution passed? Date: _____

5. Describe any pending or threatened litigation related to the project site.

None that I am aware

6. Describe any other pending issues that could delay grant/loan closing.

7. If the financial assistance for which you are applying will not cover the full cost of your project, such as the removal of underground storage tanks, identify other funding sources:

- ☐ Issuance of Bonds \$ _____
- ☐ Capital Budget Expenditure \$ _____
- ☐ Other, please describe: _____

LOAN APPLICANTS, ANSWER QUESTIONS 8 THROUGH 11:

8. Indicate the length of term, up to ten years, you desire for this loan. (Note that this term must be coterminous with all additional project financing.) _____ Years

9. Indicate if your municipality will need Local Finance Board Approval to participate in this program (i.e. are you within your legal debt limit?)..... ☐ Yes ☐ No
If "Yes," please state reason below.

10. If you currently hold a tax sale certificate or have acquired the site through foreclosure, do you intend to sell the remediated property and return it to your tax rolls within the next two years?..... ☐ Yes ☐ No

11. If you answered yes to question 10, indicate whether you would like a moratorium on principal and interest payments up to a maximum of two years. ☐ Yes ☐ No
If "Yes," I request a payment moratorium of _____ years

12. Provide additional comments in the space below.

Certification: By their signature below, the undersigned, a duly authorized representative of the above unit of local government, hereby certifies on behalf of the local government that the information contained herein is true, complete and correct in all respects as of the date hereof.

Signature: _____ Date: _____

Name (print): James Davy

Title: Mayor, Borough of Pennington



New Jersey Department of Environmental Protection Site Remediation and Waste Management Program

HDSRF APPLICATION CHECKLIST – PART VI

This following checklist has been provided to assist you in preparing a HDSRF application for each specific grant and/or loan offered by the program. Please review the checklist for the applicable grant and/or loan to verify all required documentation has been included as part of the application package.

PUBLIC ENTITIES

Brownfield Development Area (BDA) Grant

- ☐ HDSRF Application form (Part I)
- ☐ HDSRF General Certification (Part II)
- ☐ HDSRF Subrogation of Rights (Part III)
- ☐ Municipal Questionnaire (Part V)
- ☐ Detailed remediation Work Proposal and itemized cost estimate
- ☐ Comprehensive redevelopment plan or resolution (indicating a commitment exists to develop within three years following completion of the remediation)
- ☐ Resolution that public entity authorized to apply to HDSRF for the remediation of a discharge/suspected discharge
- ☐ One original and one copy of the HDSRF application packet

PA/SI/RI Grant

- ☒ HDSRF Application form (Part I)
- ☒ HDSRF General Certification (Part II)
- ☒ HDSRF Subrogation of Rights (Part III)
- ☒ Municipal Questionnaire (Part V)
- ☒ Detailed remediation Work Proposal and itemized cost estimate
- ☒ Proof of ownership interest (tax sale certificate, deed, or resolution to acquire property by voluntary conveyance)
- ☒ Resolution that public entity authorized to apply to HDSRF for the remediation of a discharge/ suspected discharge
- ☒ Comprehensive redevelopment plan or resolution (indicating a commitment exists to develop within three years following completion of the remediation)
- ☒ One original and one copy of the HDSRF application packet

75% Recreation and Conservation Grant

- ☐ HDSRF Application form (Part I)
- ☐ HDSRF General Certification (Part II)
- ☐ HDSRF Subrogation of Rights (Part III)
- ☐ Municipal Questionnaire (Part V)
- ☐ Detailed remediation Work Proposal and itemized cost estimate
- ☐ Resolution that public entity authorized to apply to HDSRF for the remediation of a discharge/suspected discharge
- ☐ Documentation indicating the property is to be preserved for recreation/conservation by conveyance of a development easement, conservation easement, or other restriction/easement permanently restricting development
- ☐ Comprehensive plan for the development or redevelopment of the subject property
- ☐ One original and one copy of the HDSRF application packet

75% Renewable Energy Grant

- ☐ HDSRF Application form (Part I)
- ☐ HDSRF General Certification (Part II)
- ☐ HDSRF Subrogation of Rights (Part III)
- ☐ Municipal Questionnaire (Part V)
- ☐ Detailed remediation Work Proposal and itemized cost estimate

75% Renewable Energy Grant (continued)

- ☐ Resolution that public entity authorized to apply to HDSRF for the remediation of a discharge/suspected discharge
- ☐ Documentation indicating the property is to be redeveloped for a project that will generate renewable energy.
- ☐ Comprehensive plan for the development or redevelopment of the subject property
- ☐ One original and one copy of the HDSRF application packet

50% Affordable Housing

- ☐ HDSRF Application form (Part I)
- ☐ HDSRF General Certification (Part II)
- ☐ HDSRF Subrogation of Rights (Part III)
- ☐ Municipal Questionnaire (Part V)
- ☐ Detailed remediation Work Proposal and itemized cost estimate
- ☐ Resolution that public entity authorized to apply to HDSRF for the remediation of a discharge/suspected discharge
- ☐ Copy of the deed for the property indicating the inclusion of the appropriate restrictions for Affordable Housing
- ☐ Comprehensive plan for the development or redevelopment of the subject property
- ☐ One original and one copy of the HDSRF application packet

25% RA Matching Grants Remedial Action Unrestricted Use

- ☐ HDSRF Application form (Part I)
- ☐ HDSRF General Certification (Part II)
- ☐ HDSRF Subrogation of Rights (Part III)
- ☐ 25% Matching Grant RA Certification (Part IV)
- ☐ Municipal Questionnaire (Part V)
- ☐ Detailed remediation Work Proposal with detailed description of remedial action and itemized cost estimate
- ☐ Resolution that public entity authorized to apply to HDSRF for the remediation of a discharge/suspected discharge
- ☐ Comprehensive redevelopment plan or resolution (indicating a commitment exists to develop within three years following completion of the remediation)
- ☐ One original and one copy of the HDSRF application packet

Loans

- ☐ HDSRF Application form (Part I)
- ☐ HDSRF General Certification (Part II)
- ☐ HDSRF Subrogation of Rights (Part III)
- ☐ Municipal Questionnaire (Part V)
- ☐ Detailed remediation Work Proposal and itemized cost estimate
- ☐ Comprehensive redevelopment plan or resolution (indicating a commitment exists to develop within three years following completion of the remediation)
- ☐ One original and one copy of the HDSRF application packet

PRIVATE ENTITIES**25% Matching Grants Remedial Action Unrestricted Use**

- ☐ HDSRF Application form (Part I)
- ☐ HDSRF General Certification (Part II)
- ☐ HDSRF Subrogation of Rights (Part III)
- ☐ HDSRF 25% Matching Grant RA Certification (Part IV)
- ☐ Business and personal financial statements for the last three years
- ☐ Detailed remediation Work Proposal with detailed description of remedial action and itemized cost estimate
- ☐ One original and one copy of the HDSRF application packet

Loans

- ☐ HDSRF Application form (Part I)
- ☐ HDSRF General Certification (Part II)
- ☐ HDSRF Subrogation of Rights (Part III)
- ☐ Proof of ownership of the subject property (copy of the Deed)
- ☐ Three previous years of federal tax returns
- ☐ Detailed remediation Work Proposal with detailed description of remediation and itemized cost estimate
- ☐ One original and one copy of the HDSRF application packet

NON-PROFIT ORGANIZATIONS**PA/SI/RI Grant**

- ☐ HDSRF application form (Part I)
- ☐ HDSRF General Certification (Part II)
- ☐ HDSRF Subrogation of Rights (Part III)
- ☐ Proof of ownership interest of the subject property (Deed or resolution to acquire property by voluntary conveyance)
- ☐ Documentation indicating status as a 501(c)3 non-profit organization
- ☐ Detailed remediation Work Proposal with detailed description of remediation and itemized cost estimate
- ☐ Resolution that the non-profit organization is authorized to apply to HDSRF for the remediation of a discharge/suspected discharge
- ☐ Comprehensive redevelopment plan or resolution (indicating a commitment exists to develop within three years following completion of the remediation)
- ☐ One original and one copy of the HDSRF application packet



SUPPLEMENTAL RI

TASK 1.0 Access Agreements

Includes coordinating and providing technical support to the Borough to prepare and submit Access Agreements to be prepared for the third party owned properties where the Supplemental Remedial Investigation (RI) is proposed using the template provided by Excel. Assumes four Access Agreements will be required.

Labor:

Project Director/LSRP	8 hours @	\$200 /hour	\$1,600.00
Sr. Geologist/Scientist	8 hours @	\$135 /hour	\$1,080.00
Staff Scientist/Geologist II	16 hours @	\$95 /hour	\$1,520.00
Total Labor			\$4,200.00

TASK 1.0 TOTAL	\$4,200.00

TASK 2.0 Supplemental Soil Quality Investigation

Includes installation of up to 12 soil borings to further evaluate PFAS soil quality within the landfill (AOC 16), establish site-specific Migration to Groundwater Soil Remediation Standards for PFAS, and investigate the nature and extent of any clay under the landfill. Estimated field duration is three days.

Labor:

Project Geologist/Scientist I	30 hours @	\$105 /hour	\$3,150.00
Total Labor			\$3,150.00

Materials and Equipment:

Personal Protection Equipment	3 days @	\$20 /day	\$60.00
GPS Unit	3 days @	\$200 /day	\$600.00
Gem 2000+ Multi Gas Meter	3 days @	\$161 /day	\$483.00
Soil Sampling Equipment	3 days @	\$20 /day	\$60.00
MiniRae PID	3 days @	\$105 /day	\$315.00
Vehicle	3 days @	\$100 /day	\$300.00
Total Materials and Equipment			\$1,818.00

Outside Services:

Driller (SET) - Installation of soil borings (3 days)	\$7,280.00

Analytical Services for Soil Samples (Sor Labs) - Standard TAT

Permeability	3 samps @	\$1,300 /samp	\$3,900.00

Analytical Services for Soil Samples (Eurofins) - Standard TAT

PFAS	8 samps @	\$275 /samp	\$2,200.00
SPLP PFAS	8 samps @	\$330 /samp	\$2,640.00
Field Blank/Sample disposal	2 samps @	\$285 /samp	\$570.00

Outside Services Subtotal	\$16,590.00

15% Fee on Outside Services	\$2,488.50

Total Outside Services	\$19,078.50

TASK 2.0 TOTAL	\$24,046.50


TASK 3.0 Supplemental Surface Water Investigation

Includes collection of surface water samples from the original 6 sediment/surface water locations to further evaluate PFAS surface water quality at the Site. Estimated field duration is one day.

Labor:

Staff Scientist/Geologist II	10 hours @	\$95 /hour	\$950.00
Total Labor			\$950.00

Materials and Equipment:

Personal Protection Equipment	1 day @	\$20 /day	\$20.00
GPS Unit	1 day @	\$200 /day	\$200.00
MiniRae PID	1 day @	\$105 /day	\$105.00
Vehicle	1 day @	\$100 /day	\$100.00
Total Materials and Equipment			\$425.00

Outside Services:
Analytical Services for Surface Water Samples (Eurofins) - Standard TAT

PFAS	6 samps @	\$275 /samp	\$1,650.00
Field Blank/Sample disposal	1 samp @	\$285 /samp	\$285.00

Outside Services Subtotal \$1,935.00

15% Fee on Outside Services \$290.25

Total Outside Services \$2,225.25

TASK 3.0 TOTAL \$3,600.25

TASK 4.0 Potable Well Sampling

Includes sampling of up to six potable drinking/irrigation wells identified by Excel during the NJDEP-required Receptor Evaluation well search. Wells to be sampled and analyzed by Garden State Labs for VOCs and PFAS compounds.

Labor:

Staff Scientist/Geologist II	12 hours @	\$95 /hour	\$1,140.00
Total Labor			\$1,140.00

Outside Services:
Field Sampling and Analytical Services for Potable Wells (Alpha) - Standard TAT

Potable Well Sampling for VOCs and PFAS	6 samps @	\$875 /samp	\$5,250.00

Outside Services Subtotal \$5,250.00

15% Fee on Outside Services \$787.50

Total Outside Services \$6,037.50

TASK 4.0 TOTAL \$7,177.50



TASK 5.0 Ecological Risk Assessment

Includes performance of an Ecological Risk Assessment (ERA) in accordance with N.J.A.C. 7:26E-4.8. The ERA is required because the data indicate that a complete pathway exists from overburden groundwater to surface water with respect to PFAS, certain metals, and PAHs.

Labor:

Staff Scientist/Geologist II	6 hours @	\$95 /hour	\$570.00
Total Labor			\$570.00

Outside Services:

Ecological Risk Assessment (Davy Resource Group)		\$41,641.44
	Outside Services Subtotal	\$41,641.44
15% Fee on Outside Services		\$6,246.22
Total Outside Services		\$47,887.66

TASK 5.0 TOTAL	\$48,457.66

TASK 6.0 Supplemental Groundwater Quality Investigation

Includes refinement of the preliminary Conceptual Site Model (CSM), delineation of constituents of concern in overburden and bedrock groundwater, and verification of a potential upgradient and offsite source of impacts to groundwater quality through the installation of a total of twenty (20) monitoring wells, and sampling of the shallow overburden aquifer within the landfill and the deeper bedrock aquifer underlying the landfill.

Task 6.1 Shallow Monitoring Well Installation

Includes the installation of up to six (6) offsite overburden monitoring wells to verify groundwater quality and complete delineation within the areas downgradient of the landfill based on the results of the initial groundwater quality investigation. Estimated field duration is 3 days.

Labor:

Project Geologist/Scientist I	30 hours @	\$105 /hour	\$3,150.00
Total Labor			\$3,150.00

Materials and Equipment:

Personal Protection Equipment	3 days @	\$20 /day	\$60.00
MiniRae PID	3 days @	\$105 /day	\$315.00
Vehicle	3 days @	\$100 /day	\$300.00
Total Materials and Equipment			\$675.00

Outside Services:

Driller (SET) - Installation of six (6) overburden monitoring wells (3 days)		\$14,290.00
Surveying (E&LP) - cost provided in Task 6.2		\$0.00
Drum Disposal - cost provided in Task 6.2		\$0.00
Generated Groundwater Disposal - cost provided in Task 8.0		\$0.00
	Outside Services Subtotal	\$14,290.00
15% Fee on Outside Services		\$2,143.50
Total Outside Services		\$16,433.50

Task 6.1 Total	\$20,258.50



Task 6.2 Deep Bedrock Monitoring Well Installation

Includes the installation of eight (8) double-cased bedrock monitoring wells to verify the underlying bedrock and hydrogeologic framework beneath the landfill, geochemical conditions, and the bedrock aquifer groundwater quality below and surrounding the landfill. Geophysical logging will be conducted on the installed boreholes prior to setting and screening the monitoring wells to gain a better understanding of the regional and local hydrogeologic framework and conditions, which will be instrumental in completing the Conceptual Site Model. Packer testing (three or four samples per borehole) will also be conducted on each of the installed boreholes prior to setting and screening the monitoring wells but after the geophysical logging has been completed. The packer testing will provide valuable information regarding what fractures within the bedrock aquifer are high and low yielding. Estimated field duration for the borehole install, geophysical logging, packer testing and monitoring well completion is 35 days. Note, the supplemental deep bedrock monitoring well installations will be completed at four distinct locations. Based on the preliminary CSM, it is anticipated that monitoring wells will be set to monitor up to three to four discrete intervals within the bedrock aquifer; therefore, two boreholes will be installed at each of the four locations with either one or two monitoring wells set per borehole.

Labor:

Sr. Geologist/Scientist	100 hours @	\$135 /hour	\$13,500.00
Staff Scientist/Geologist II	350 hours @	\$95 /hour	\$33,250.00
Total Labor			\$46,750.00

Materials and Equipment:

Personal Protection Equipment	35 days @	\$20 /day	\$700.00
MiniRae PID	12 days @	\$105 /day	\$1,260.00
Vehicle	35 days @	\$100 /day	\$3,500.00
Total Materials and Equipment			\$5,460.00

Outside Services:

Driller (Advanced) 14 ~varying depth bedrock wells and Packer Testing			\$207,910.00
Geophysical Logging (Hagar-Richter)	4 wells @	\$4,450.00 /well	\$17,800.00
Surveying (E&LP) well elevations and Form Bs (20 wells)			\$2,400.00
Drum Disposal (95 drums of generated soil cuttings)			\$8,300.00
Groundwater Handling - Frac Tank Mob/Demob	1 event @	\$1,200.00 event	\$1,200.00
Groundwater Handling - Frac Tank Rental	60 days @	\$35.00 /day	\$2,100.00
Groundwater Handling - Vac Truck Services	8 days @	\$2,140.00 /day	\$17,120.00

Analytical Services for Groundwater Packer Testing (Eurofins) - 72-hour TAT

21 Parameter PFAS Suite	14 samps @	\$440 /samp	\$6,160.00
VOCs	14 samps @	\$90 /samp	\$1,260.00

Analytical Services for Soil/Rock Waste Characterization (Eurofins) - Standard TAT

Total VOCs (8260B)	8 samples @	\$60 /sample	\$480.00
SVOCs (8270D)	8 samples @	\$130 /sample	\$1,040.00
TCLP Metals	8 samples @	\$65 /sample	\$520.00

Outside Services Subtotal \$266,290.00

15% Fee on Outside Services \$39,943.50

Total Outside Services \$306,233.50

Task 6.2 Total \$358,443.50

TASK 6.0 TOTAL \$378,702.00



TASK 7.0 72-hour Pump Test

Includes conducting a 72-hour pump test to determine which wells and which water-bearing zones in select wells are being influenced by the Townships Potable Well located on the subject property. The test will include placement of transducers in select monitoring wells and monitoring the change in water level when the potable well is turned off.

Labor:

Sr. Project Geologist/Scientist	16 hours @	\$175 /hour	\$2,800.00
Sr. Geologist/Scientist	50 hours @	\$135 /hour	\$6,750.00
Project Geologist/Scientist I	50 hours @	\$105 /hour	\$5,250.00
Total Labor			\$14,800.00

Outside Services:

Transducers	12 transducers @	\$235 /week	\$2,817.00
Data Loggers	12 data loggers @	\$122 /week	\$1,464.00
Miscellaneous Equipment			\$250.00
Total Outside Services			\$4,531.00
15% Fee on Outside Services			\$679.65

TASK 7.0 TOTAL	\$20,010.65



TASK 8.0 Groundwater Purging, Sampling, and Analysis

Includes purging and a complete round of sampling of all wells including the twelve (12) existing overburden wells, the six (6) newly installed overburden wells, the six (6) existing deep wells and the fourteen (14) newly installed bedrock wells on the subject property and nearby properties. Cost includes analysis for PFAS (all wells), arsenic (select wells) and select SVOCs (select wells). Estimated field duration is two (2) people for twelve (12) days.

Labor:

Project Geologist/Scientist I	120 hours @	\$105 /hour	\$12,600.00
Staff Geologist/Scientist II	120 hours @	\$95 /hour	\$11,400.00
Total Labor			\$24,000.00

Materials and Equipment:

(2) Personal Protection Equipment	12 days @	\$20 /day	\$480.00
Tote (purge water storage)	1 tote @	\$150 /tote	\$150.00
MiniRae PID	2 days @	\$105 /day	\$210.00
(2) Groundwater Sampling Equipment	12 days @	\$400 /day	\$9,600.00
Vehicle (pickup truck)	12 days @	\$100 /day	\$1,200.00
Total Materials and Equipment			\$11,640.00

Outside Services:

Analytical Services for Water Samples (Eurofins) - Standard TAT

21 Parameter PFAS Suite	39 samps @	\$275 /samp	\$10,725.00
VOCs	39 samps @	\$60 /samp	\$2,340.00
1,4-Dioxane	39 samps @	\$125 /samp	\$4,875.00
TAL Metals - Total	39 samps @	\$90 /samp	\$3,510.00
TAL Metals - Dissolved	39 samps @	\$90 /samp	\$3,510.00
SVOCs w/SIMS	39 samps @	\$165 /samp	\$6,435.00
Full TCL/TAL	4 samps @	\$500 /samp	\$2,000.00
Ammonia as N	39 samps @	\$15 /samp	\$585.00
Nitrate as N	39 samps @	\$15 /samp	\$585.00
Chloride	39 samps @	\$15 /samp	\$585.00
TDS	39 samps @	\$15 /samp	\$585.00
Dissolved CH ₄	39 samps @	\$80 /samp	\$3,120.00
Dissolved CO ₂	39 samps @	\$15 /samp	\$585.00
Total Organic Carbon	39 samps @	\$20 /samp	\$780.00
PFAS Free Field Blank Water	39 gallons @	\$25 /gallon	\$975.00
Trip Blank	6 samps @	\$60 /samp	\$360.00
Field Blanks/Sample disposal	6 samps @	\$998 /samp	\$5,985.00

Generated Groundwater Disposal

Groundwater Handling - Sampling and Analysis	1 sample @	\$550.00 /sample	\$550.00
Groundwater Handling - Vac Truck Services	2 days @	\$2,140.00 /day	\$4,280.00
Groundwater Handling - Frac Tank Cleanout	1 day @	\$4,515.00 /day	\$4,515.00

Outside Services Subtotal \$56,885.00

15% Fee on Outside Services \$8,532.75

Total Outside Services \$65,417.75

TASK 8.0 TOTAL \$101,057.75



TASK 9.0 Updated Conceptual Site Model

Includes time to update the preliminary conceptual site model based on the findings of the supplemental investigation activities described above. Specifically includes updates to the bedrock geology and hydrogeology models using the information gained from installation of the proposed bedrock boreholes and preparation of a landfill specific cross section to depict its construction. The conceptual site model will be a critical tool to identify sources, receptors, and pathways associated with the already identified soil, sediment, surface water, and groundwater impacts at the Site.

Labor:

Project Director/LSRP	10 hours @	\$200 /hour	\$2,000.00
Sr. Geologist/Scientist	16 hours @	\$135 /hour	\$2,160.00
Project Geologist/Scientist I	20 hours @	\$105 /hour	\$2,100.00
Staff Geologist/Scientist II	20 hours @	\$95 /hour	\$1,900.00
CAD Operator	20 hours @	\$85 /hour	\$1,700.00
Total Labor			\$9,860.00

TASK 9.0 TOTAL	\$9,860.00

TASK 10.0 Data Tabulation and Evaluation

Includes analytical data reduction and validation of landfill soil, surface water and groundwater samples, QA/QC, and tabulation of and evaluation of data in comparison to the applicable NJDEP standards. Also includes download and interpretation of the pump test results and preparation of color figures for presentation of data and determination of media quality.

Labor:

Project Director/LSRP	10 hours @	\$200 /hour	\$2,000.00
Sr. Geologist/Scientist	16 hours @	\$135 /hour	\$2,160.00
Project Geologist/Scientist I	20 hours @	\$105 /hour	\$2,100.00
Staff Geologist/Scientist II	20 hours @	\$95 /hour	\$1,900.00
CAD Operator	20 hours @	\$85 /hour	\$1,700.00
Total Labor			\$9,860.00

TASK 10.0 TOTAL	\$9,860.00



TASK 11.0 Update of the RI Report

Task includes additional labor to update the RI Report to document the additional soil, surface water and groundwater delineation data and the PFAS investigation activities and analytical results. The report will include, if warranted, recommendations for further RI and/or Remedial Action (RA).

Labor:

Project Director/LSRP	30 hours @	\$200 /hour	\$6,000.00
Sr. Geologist/Scientist	40 hours @	\$135 /hour	\$5,400.00
Staff Geologist/Scientist II	60 hours @	\$95 /hour	\$5,700.00
Total Labor			\$17,100.00

TASK 11.0 TOTAL	\$17,100.00

Task 12.0 Technical Consulting/NJDEP Negotiation and Communication/Project Management

Includes technical consulting and professional support that will be provided during the course of the project regarding interaction with various NJDEP departments, including HDSRF and technical teams. Also includes client and attorney communications, expert consultation and technical negotiations regarding work scope, resolution of technical/regulatory issues, and overall project management including schedule and budget control.

Labor:

Equal to 10% of Supp RI costs for Tasks 1.0 through 11.0

TASK 12.0 TOTAL	\$62,407.23

SUPPLEMENTAL RI TOTAL	\$686,479.54

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 2.5**

RESOLUTION AUTHORIZING HVAC MAINTENANCE AGREEMENTS WITH McCLOSKEY MECHANICAL CONTRACTORS FOR BOROUGH FACILITIES THROUGH COOPERATIVE PRICING SYSTEM AGREEMENT WITH THE HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION

WHEREAS, the Superintendent of Public Works has identified the need for HVAC preventative maintenance agreements for Borough Hall, Public Works and the Senior Center; and

WHEREAS, the Superintendent has determined that the necessary HVAC preventative maintenance services are available through McCloskey Mechanical Contractors, located at 445 Lower Landing Road, Blackwood, NJ 08012 through the Hunterdon County Educational Services Commission; and

WHEREAS, Pennington Borough joined the Hunterdon Council Educational Services Commission by Resolution 2021-9.8 and approval was granted September 21, 2022; and

WHEREAS, McCloskey Mechanical Contractors is an authorized dealer for the desired HVAC preventative maintenance services and has provided the Borough with a quote dated 10/05/22 for Borough Hall in the amount of \$2,420.85, a quote dated 10/5/22 for Public Works in the amount of \$837.20 and a quote dated 10/5/22 for the Senior Center in the amount of \$1,093.10; and

WHEREAS, the Chief Financial Officer has certified that funds are available for this purchase in the 2023 Borough Property budget line 3-01-26-310-000-227 and 3-01-26-310-000-228;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington that the aforesaid HVAC preventative maintenance agreements for Borough buildings through the Hunterdon County Educational Services Commission, are hereby authorized in an amount not to exceed \$4,351.15 as per the three quotes from McCloskey Mechanical Contractors dated 10/5/2022.

Record of Council Vote on Passage

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on February 6, 2023.

Elizabeth Sterling, Borough Clerk



11/2/2021 - 11/2/2023

HVAC MAINTENANCE AGREEMENT – PM PROPOSAL #W306902

Date:	October 5, 2022
Name:	Borough Of Pennington-Senior Center
Location:	Pennington
Address:	395 Reading Street
City, State, Zip	Pennington, New Jersey, 08534
Contact-Rick Smith, E-rsmith@penningtonboro.org, P-1(609)647-3069	

McCloskey Mechanical Contractors. (MMC) proposes to provide **HVAC Service Maintenance Agreement** as follows:

- Provide all material and labor required for service and maintenance of equipment covered under this agreement as follows:
- We will provide free scheduling in our computerized dispatch system and telephone the **Customer** to schedule each visit.

1. (2) Seasonal startups one for Cooling Season (Spring) and one for Heating Season (Fall).

Operational Inspections (2) per year

- Review general equipment operation
- Chemically clean condenser coils once per year in spring
- Inspect motor winding resistance in spring and fall
- Check refrigerant charge in spring
- Check all safety controls in spring and fall
- Check and tighten all electrical connections in spring and fall
- Inspect for excessive vibration and unusual noise in spring and fall
- Check motor amperage in spring and fall
- Check fan belts if applicable in spring and fall
- Check crankcase heaters in spring and fall
- Check system voltages and amps in spring and fall
- Lubricate motors and all moving parts in spring and fall
- Test and adjust all safety controls in spring and fall
- Check burner assembly, pilot and ignitor in fall
- Inspect heat exchangers in fall
- Check temperature controls in spring and fall
- Check gas pressures in fall
- Change filters in spring and fall



Annual Pricing for this 1-year agreement Starting 1/1/2023 through 12/31/2023
Year One: \$1,093.10 lump sum or \$546.55 after each visit Plus tax if applicable

Customer Agrees To:

- Provide unobstructed access to equipment at all times.
- To keep equipment areas clean of debris and items which may interfere with accessibility?
- Permit only MMC personnel or its subs to work on covered equipment.
- That any repairs, additions, alterations or adjustments made by others to covered equipment, unless authorized by MMC, will be at MMC's option would result in agreement to be terminated.
- To give prompt authorization for repairs not covered under agreement.
- To operate equipment per our instructions.
- Check thermostat settings, switches and breakers before placing service calls.
- Promptly notify MMC of any unusual operating conditions of equipment.

General:

- Payment terms are net 30 days from the date of the invoice. Maintenance services (PMA) will be invoiced monthly prior to the beginning of each period of coverage or billing cycle agreed upon on the signature page.
- The customer agrees that all information and recommendations provided by MMC are proprietary.
- After the initial term of the agreement, MMC may annually adjust the agreement (PMA) price based on prevailing labor, material and CPI related operating costs, not to exceed Five percent in any calendar year.
- Planned maintenance and/or routine maintenance will be provided under this agreement and will be performed during normal working hours, 7:00am to 3:30pm; Emergency calls are billed at preferred customer rates, time & a half from 3:30pm till 7:00am evenings and Saturday and double time for Sunday and holidays.
- The guarantees and services provided under the scope and description of this agreement are conditioned upon customer properly operating and maintaining systems and equipment. The customer will do so in accordance with accepted industry practices, manufacturer's specification and MMC recommendations.
- The customer will provide and permit reasonable means of access to all covered (equipment list) systems. MMC Mechanical will be permitted to stop and start equipment as necessary to perform service tasks, unless otherwise specified by customer in writing prior to each visit.
- The quoted annual price rate for the PMA is based on systems listed on the equipment list and they are to be in a maintainable condition. If repairs are found or equipment in need of repair is discovered, after the initial inspection or initial seasonal start-up inspection, a quotation/recommendation will be submitted for approval.
- MMC will not be responsible for failure to perform any terms of this agreement as a result of acts of God, fires, accidents, strikes or any other contingency beyond the control of MMC.
- MMC will not be held liable for damages resulting from water spillage or overflow of any type.
- Our liability shall cease in the event of any repairs made to equipment other than MMC personnel unless by specific agreement prior to performance of work.
- MMC will not be responsible for system design or its performance in design conditions.
- MMC reserves the right not to give services if customer is delinquent in payments.



Exclusions:

- Replacement of HEPA filters
- Electrical service beyond equipment covered.
- Any and all materials/parts required except as noted above.
- Cleaning of evaporator coils or heat exchangers (Unless listed as service above)
- Cleaning of boilers
- Indoor Blower overhauls, squirrel cages, shafts and bearings.
- Repair or replacement of ductwork, insulation, recording instruments gauges or thermometers.
- Repair or replacement of water, drain, and steam lines beyond the equipment covered.
- Repair or replacement of steam, heating, evaporator or condenser coils.
- Repair or replacement of heat exchangers, compressors, boilers or retubing of boilers.
- Repair or replacement of VAV boxes or controls.
- Repair or replacement of VFD's.
- Water or air balancing of equipment.
- Rigging or trucking expenses.
- Upgrades of equipment or controls.
- Moving or relocating of equipment
- Repairs due to fire, floods, power failures, freezing, acts of God or any contingency beyond the control of MMC.

All work will be done in a clean and professional manner.

Payments will be made in full. In the event that payment is not received services will not be rendered.

This agreement will begin on the first of the month from date signed **1/1/2023 through 12/1/2023** for a term of One year and continue to automatically renew every year. Either party may cancel or terminate this agreement by giving thirty days, written notification.

Very truly yours,
Daniel T Walsh
McCloskey Mechanical Contractors

Acceptance for:

Title: _____

[illegible]

Date:	October 5, 2022
Name:	Borough Of Pennington-Borough Hall
Location:	Pennington
Address:	30 North Main Street
City, State, Zip	Pennington, New Jersey, 08534
Contact-Rick Smith, E-rsmith@penningtonboro.org, P-1(609)647-3069	

- Provide all material and labor required for service and maintenance of equipment covered under this agreement as follows:
- We will provide free scheduling in our computerized dispatch system and telephone the **Customer** to schedule each visit.

1. (2) Seasonal startups two for Cooling Season (Spring and Late Summer) and one for Heating Season (Fall).

- Review general equipment operation
- Chemically clean condenser coils once per year in spring
- Inspect motor winding resistance in spring and fall
- Check refrigerant charge in spring
- Check all safety controls in spring and fall
- Check and tighten all electrical connections in spring and fall
- Inspect for excessive vibration and unusual noise in spring and fall
- Check motor amperage in spring and fall
- Check fan belts if applicable in spring and fall
- Check crankcase heaters in spring and fall
- Check system voltages and amps in spring and fall
- Lubricate motors and all moving parts in spring and fall
- Test and adjust all safety controls in spring and fall
- Check burner assembly, pilot and ignitor in fall
- Inspect heat exchangers in fall
- Check temperature controls in spring and fall
- Check gas pressures in fall
- Change filters in spring and fall



Annual Pricing for this 1-year agreement Starting 1/1/2023 through 12/31/2023
Year One: \$2,420.85 lump sum or \$806.95 after each visit Plus tax if applicable

Customer Agrees To:

- Provide unobstructed access to equipment at all times.
- To keep equipment areas clean of debris and items which may interfere with accessibility?
- Permit only MMC personnel or its subs to work on covered equipment.
- That any repairs, additions, alterations or adjustments made by others to covered equipment, unless authorized by MMC, will be at MMC's option would result in agreement to be terminated.
- To give prompt authorization for repairs not covered under agreement.
- To operate equipment per our instructions.
- Check thermostat settings, switches and breakers before placing service calls.
- Promptly notify MMC of any unusual operating conditions of equipment.

General:

- Payment terms are net 30 days from the date of the invoice. Maintenance services (PMA) will be invoiced monthly prior to the beginning of each period of coverage or billing cycle agreed upon on the signature page.
- The customer agrees that all information and recommendations provided by MMC are proprietary.
- After the initial term of the agreement, MMC may annually adjust the agreement (PMA) price based on prevailing labor, material and CPI related operating costs, not to exceed Five percent in any calendar year.
- Planned maintenance and/or routine maintenance will be provided under this agreement and will be performed during normal working hours, 7:00am to 3:30pm; Emergency calls are billed at preferred customer rates, time & a half from 3:30pm till 7:00am evenings and Saturday and double time for Sunday and holidays.
- The guarantees and services provided under the scope and description of this agreement are conditioned upon customer properly operating and maintaining systems and equipment. The customer will do so in accordance with accepted industry practices, manufacturer's specification and MMC recommendations.
- The customer will provide and permit reasonable means of access to all covered (equipment list) systems. MMC Mechanical will be permitted to stop and start equipment as necessary to perform service tasks, unless otherwise specified by customer in writing prior to each visit.
- The quoted annual price rate for the PMA is based on systems listed on the equipment list and they are to be in a maintainable condition. If repairs are found or equipment in need of repair is discovered, after the initial inspection or initial seasonal start-up inspection, a quotation/recommendation will be submitted for approval.
- MMC will not be responsible for failure to perform any terms of this agreement as a result of acts of God, fires, accidents, strikes or any other contingency beyond the control of MMC.
- MMC will not be held liable for damages resulting from water spillage or overflow of any type.
- Our liability shall cease in the event of any repairs made to equipment other than MMC personnel unless by specific agreement prior to performance of work.
- MMC will not be responsible for system design or its performance in design conditions.

[illegible]



HVAC MAINTENANCE AGREEMENT PM PROPOSAL #W306946

Date:	October 5, 2022
Name:	Borough Of Pennington-DPW Building
Location:	Pennington
Address:	A-301 North Main Street
City, State, Zip	Pennington, New Jersey, 08534
Contact-Rick Smith, E-rsmith@penningtonboro.org, P-1(609)647-3069	

McCloskey Mechanical Contractors. (MMC) proposes to provide **HVAC Service Maintenance Agreement** as follows:

- Provide all material and labor required for service and maintenance of equipment covered under this agreement as follows:
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Operational Inspections (2) per year

- Review general equipment operation
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- Check refrigerant charge in spring
- Check all safety controls in spring and fall
- Check and tighten all electrical connections in spring and fall
- Inspect for excessive vibration and unusual noise in spring and fall
- Check motor amperage in spring and fall
- Check fan belts if applicable in spring and fall
- Check crankcase heaters in spring and fall
- Check system voltages and amps in spring and fall
- Lubricate motors and all moving parts in spring and fall
- Test and adjust all safety controls in spring and fall
- Check burner assembly, pilot and ignitor in fall
- Inspect heat exchangers in fall
- Check temperature controls in spring and fall
- Check gas pressures in fall
- Change filters in spring and fall



Annual Pricing for this 1-year agreement Starting 1/1/2023 through 12/31/2023
Year One: \$837.20 lump sum or \$418.60 after each visit Plus tax if applicable

Customer Agrees To:

- Provide unobstructed access to equipment at all times.
- To keep equipment areas clean of debris and items which may interfere with accessibility?
- Permit only MMC personnel or its subs to work on covered equipment.
- That any repairs, additions, alterations or adjustments made by others to covered equipment, unless authorized by MMC, will be at MMC's option would result in agreement to be terminated.
- To give prompt authorization for repairs not covered under agreement.
- To operate equipment per our instructions.
- Check thermostat settings, switches and breakers before placing service calls.
- Promptly notify MMC of any unusual operating conditions of equipment.

General:

- Payment terms are net 30 days from the date of the invoice. Maintenance services (PMA) will be invoiced monthly prior to the beginning of each period of coverage or billing cycle agreed upon on the signature page.
- The customer agrees that all information and recommendations provided by MMC are proprietary.
- After the initial term of the agreement, MMC may annually adjust the agreement (PMA) price based on prevailing labor, material and CPI related operating costs, not to exceed Five percent in any calendar year.
- Planned maintenance and/or routine maintenance will be provided under this agreement and will be performed during normal working hours, 7:00am to 3:30pm; Emergency calls are billed at preferred customer rates, time & a half from 3:30pm till 7:00am evenings and Saturday and double time for Sunday and holidays.
- The guarantees and services provided under the scope and description of this agreement are conditioned upon customer properly operating and maintaining systems and equipment. The customer will do so in accordance with accepted industry practices, manufacturer's specification and MMC recommendations.
- The customer will provide and permit reasonable means of access to all covered (equipment list) systems. MMC Mechanical will be permitted to stop and start equipment as necessary to perform service tasks, unless otherwise specified by customer in writing prior to each visit.
- The quoted annual price rate for the PMA is based on systems listed on the equipment list and they are to be in a maintainable condition. If repairs are found or equipment in need of repair is discovered, after the initial inspection or initial seasonal start-up inspection, a quotation/recommendation will be submitted for approval.
- MMC will not be responsible for failure to perform any terms of this agreement as a result of acts of God, fires, accidents, strikes or any other contingency beyond the control of MMC.
- MMC will not be held liable for damages resulting from water spillage or overflow of any type.
- Our liability shall cease in the event of any repairs made to equipment other than MMC personnel unless by specific agreement prior to performance of work.
- MMC will not be responsible for system design or its performance in design conditions.
- MMC reserves the right not to give services if customer is delinquent in payments.



Exclusions:

- Replacement of HEPA filters
- Electrical service beyond equipment covered.
- Any and all materials/parts required except as noted above.
- Cleaning of evaporator coils or heat exchangers (Unless listed as service above)
- Cleaning of boilers
- Indoor Blower overhauls, squirrel cages, shafts and bearings.
- Repair or replacement of ductwork, insulation, recording instruments gauges or thermometers.
- Repair or replacement of water, drain, and steam lines beyond the equipment covered.
- Repair or replacement of steam, heating, evaporator or condenser coils.
- Repair or replacement of heat exchangers, compressors, boilers or retubing of boilers.
- Repair or replacement of VAV boxes or controls.
- Repair or replacement of VFD's.
- Water or air balancing of equipment.
- Rigging or trucking expenses.
- Upgrades of equipment or controls.
- Moving or relocating of equipment
- Repairs due to fire, floods, power failures, freezing, acts of God or any contingency beyond the control of MMC.

All work will be done in a clean and professional manner.

Payments will be made in full. In the event that payment is not received services will not be rendered.

This agreement will begin on the first of the month from date signed **1/1/2023 through 12/31/2023** for a term of One year and continue to automatically renew every year. Either party may cancel or terminate this agreement by giving thirty days, written notification.

Very truly yours,
Daniel T Walsh
McCloskey Mechanical Contractors

Acceptance for:

Title: _____

[illegible]

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 2.6**

**RESOLUTION AUTHORIZING PURCHASE OF ALCOTEST 9510 EVIDENTIAL BREATH
TEST SYSTEM UNDER STATE CONTRACT T-3031 FROM DRAGER, INC.**

WHEREAS, the Chief of Police of the Pennington Police Department has submitted a request to purchase a New Jersey Alcotest 9510 Evidential Breath Test System; and

WHEREAS, the Public Safety Committee of the Borough of Pennington has approved this purchase as part of the Capital Plan for 2023; and

WHEREAS, the Chief of Police has determined that the Alcotest 9510 Breath Test System is available under State Contract T-3031 from Drager, Inc., located at 3135 Quarry Road, Telford, PA 18969; and

WHEREAS, Drager, Inc. has provided the Borough with price quotation #SR12523G dated January 25, 2023 in the amount of \$19,305.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available for these purchases in the General Capital Fund under Ordinance 2021-10; and

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington that the aforesaid purchase of a New Jersey Alcotest 9510 Evidential Breath Test System under State Contract T-3031 is hereby authorized in an amount not to exceed \$19,305.00 as per quote dated January 25, 2023 from Drager, Inc.

Record of Council Vote on Passage

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on February 6, 2023.

Elizabeth Sterling, Borough Clerk

Dräger, Inc.
 3135 Quarry Road
 Telford, PA. 18969
 PH 800-437-2437
 FAX 215-723-5935

Dräger

PRICE QUOTATION

DATE		DRAEGER SALES REP		QUOTE NO.		PAGE NO.	
1/25/2023		Sharon Roach (412) 720-8571		SR12523G		1	
CUSTOMER NAME				ATTENTION:			
Pennington Boro				Sgt. Burroughs			
ADDRESS				PHONE			
30 North Main St							
CITY, STATE, ZIP CODE				FAX			
Pennington, NJ 08534							
ESTIMATED SHIPPING DATE(S)							
ITEM NO.	QTY	PART NUMBER	CONFIGURATION CODE	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT	
1	1	4412301		New Jersey Alcotest® 9510 Evidential Breath Test System Includes: -Alcotest 9510 New Jersey (8327998). -Cable channel cover -Monochrome laser printer -Cable, USB A-B connection 2.0 -Dry Gas Enclosure Complete-New Jersey -Keyboard, mini-USB-connection -Cable, network ethernet, cat5, RJ45-10' -Power cord, 9510 3 conductor line -Mouthpiece Classic w/valve (25 pcs.) -Organizer stand, 9510 -Surge Power Protector, 6' cable -system peripherals (gateway, scanner, signature pad, cradle) -Includes standard one year Manufacturer's Warranty	\$ 15,300.00	\$ 15,300.00	
2	1	MQ91434		EBT Ten-Year Extended Service Agreement	\$ 3,100.00	\$ 3,100.00	
				Additional items per NJ standards			
3	2	4401036		105L 0.10% Dry Gas	\$ 200.00	\$ 400.00	
4	10	6805703		Mouthpieces w/ NRV (25 per bag)	\$ 12.50	\$ 125.00	
5	1	NA10675		Uninterruptible Power Supply	\$ 380.00	\$ 380.00	
TOTAL Page 1					\$	19,305.00	
Special Conditions/Comments:							
State treasury contract T-3031							
FOB: Telford, PA. USA							
Terms:							
Quote Expiration: Offer expires 30 days from date of signature.							
The sale of the products identified herein is expressly subject to the Draeger, Inc. - Terms and Conditions of Sales which are attached hereto and which may also be found at: https://www.draeger.com/en-us_us/Home/Terms-Conditions							
Draeger Safety Representative:					Date:	1/25/2023	

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 2.7**

**RESOLUTION ESTABLISHING ON-LINE BANKING AND CREDIT CARD ACCEPTANCE
FOR THE PAYMENT OF TAX AND UTILITY CHARGES FOR THE YEAR 2023**

WHEREAS, under New Jersey State Statute 40A:5-43 and New Jersey Administrative Code 5:30-9.1 through 5:30-9.10, local municipal units are permitted to offer residents electronic payments; and

WHEREAS, subject to those provisions the Borough of Pennington seeks to offer to its residents on-line payment for tax and utility charges in the form of on-line banking and credit cards; and

WHEREAS, the Borough's current tax and utility software provider, Edmunds GovTech, has the ability to act as service provider for the acceptance of electronic payments, and will do so at a charge of \$1,341.06 per billing module, for a total of \$2,682.12 for the year 2023; and

WHEREAS, The Bank of Princeton has agreed to reimburse the Borough the fees charged by Edmunds GovTech, as described above; and

WHEREAS, under the provisions of the aforementioned statute and administrative code, Edmunds GovTech has named Links2Gov as their secured payment provider; and

WHEREAS, the charges paid by the property owner to the provider will be \$1.05 per banking transaction, and up to 3.0% on each credit card transaction; and

WHEREAS, this agreement shall be in place for one year;

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Pennington approves the acceptance of electronic payments as outlined above.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Chief Financial Officer and the Tax and Utility Collector.

Record of Council Vote on Passage

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on February 6, 2023.

Elizabeth Sterling, Borough Clerk

**BOROUGH OF PENNINGTON
RESOLUTION 2023-2.8**

Item 42.

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH OCCUPATIONAL HEALTH, A
PROGRAM OF PENN MEDICINE PRINCETON MEDICAL CENTER FOR ALCOHOL AND
DRUG TESTING SERVICES AND OTHER SERVICES FOR THE BOROUGH OF
PENNINGTON FOR THE YEAR 2023**

WHEREAS, the Borough is required to provide an alcohol and controlled substances program for CDL (commercial driver's license) drivers and other participants in compliance with 49 CFR 382 and 49 CFR 40; and

WHEREAS, Occupational Health Services, a program of Penn Medicine Princeton Medical Center ("Occupational Health") is experienced in and capable of providing such services and has provided the attached Price Quotation;

WHEREAS, the Borough seeks to enter into a contract with Occupational Health for the provision of specific services through Occupational Health Services in accordance with the Price Quotation;

WHEREAS, the Borough agrees to the annual flat fee of \$1,500.00 for Substance Abuse Testing Randomization Program and agrees to the fees per service (ranging from \$68.00 to \$150.00) for DOT Drug Screen, Breath Alcohol Test and Breath Alcohol Test Confirmation (if required); and

WHEREAS, the Borough also seeks to contract with Occupational Health to provide Return to Work and Fitness for Duty Evaluations and agrees to the Return to Work Evaluation fee of \$115.00 and Fitness for Duty Evaluation Fee of \$175.00 as per the attached proposal; and

WHEREAS, the services authorized by the proposed contract are professional services and the amount of expense expected to be incurred under this contract for these services is in any event substantially below the threshold for public bidding;

WHEREAS, Occupational Health shall complete and submit a sworn Business Entity Disclosure Certification which certifies that neither the group nor any of its members has made or shall make any political contribution prohibited by relevant provisions of N.J.S.A. 19:44A-20.5 or Chapter 15, Article I of the Pennington Borough Code, regarding pay-to-play;

WHEREAS, Occupational Health shall comply with requirements for Anti-Discrimination and Affirmative Action as set forth in the annexed Schedule A;

WHEREAS, total fees of Occupational Health pursuant to the attached Price Quotation, including expenses, shall not exceed \$5,000.00 without the prior written approval of Borough Council; and

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

NOW THEREFORE BE IT HEREBY RESOLVED, that the Mayor of the Borough is hereby authorized to accept the attached Price Quotation and, in accordance with its terms, enter into a contract with Occupational Health on behalf of the Borough for the provision of Alcohol and Drug Testing Services for the remainder of the year 2023.

Record of Council Vote on Passage

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on February 6, 2023.

Elizabeth Sterling, Borough Clerk



**AGREEMENT FOR PROVISION OF
OCCUPATIONAL HEALTH SERVICES**

THIS AGREEMENT FOR PROVISION OF OCCUPATIONAL HEALTH SERVICES (this "Agreement") is made as of the **January 1, 2023** (the Effective Date) by and between Occupational Health, a program of Penn Medicine Princeton Medical Center, having its principal office at 5 Plainsboro Road, Plainsboro, N.J. 08536 ("Occupational Health"), and **Pennington Borough**, having its principal office at 30 North Main Street, Pennington, N.J. 08534 ("Corporation").

1. Corporation requests Occupational Health provide them with occupational medical services. The services selected by the Corporation and the accompanying prices can be found in Exhibit A.
2. Occupational Health agrees to offer its specialized occupational medical services to Corporation in order to assist Corporation in managing and meeting the medical needs of its occupational population.
3. The occupational medical services requested by Corporation will be provided by Occupational Health at the facilities or locations of Penn Medicine Princeton Medical Center (hereinafter referred to as "Hospital") deemed most appropriate by the professional medical staff of Occupational Health.
4. All services provided under this Agreement will be performed by professionally licensed and/or Hospital credentialed healthcare professionals.
5. All outside referrals for services provided under this Agreement will be coordinated by the Medical Director of Occupational Health.
6. Occupational Health departmental operating hours are Monday through Friday, 8:00 A.M. until 4:30 P.M. except for specific holidays. See Appendix B for holiday closing schedule. Medical emergencies, which require attention outside of these hours, will be treated 24 hours a day, seven days per week, through the Emergency Services Department of the Hospital. After regular business hours, it is strongly recommended that the Emergency Services Department be called prior to arrival. Individuals seeking emergency services must clearly identify themselves as Occupational Health clients and possess the appropriate paperwork prior to treatment. Additional emergency fees will be incurred as a result of being treated on an emergency/after-hour basis.
7. Any additional and/or necessary testing or treatment, not stated in this contract, will be billed at the current market price.
8. Invoices for payment for services rendered under this Agreement will be sent by Occupational Health to Corporation on a monthly basis.
9. Corporation agrees to pay for services rendered within 30 days of receipt of the invoice.
10. This Agreement shall not be assigned.

Princeton Medical Center

5 Plainsboro Road, Medical Arts Pavilion, Suite 570, Plainsboro, NJ 08536 • www.princetonhcs.org



Occupational Health

11. This Agreement shall be in effect through December 31, 2023, subject to the parties' termination rights set forth herein and subject to renewal as herein provided. This Agreement shall automatically renew each January 1 of each calendar year. The "written notice" referred to herein shall be given either personally or by registered mail to the party at the address set forth above. Any notice shall be deemed to have been given on the date of receipt.
12. Either party shall have the right to terminate this Agreement, with or without cause, upon sixty- (60) day's prior written notice to the other party.
13. The service fees agreed to in this contract are subject to increase in order to reflect current market prices. Notice of any pricing change will be mailed to the Corporation, by Occupational Health, at least 30 days prior to any rate change. This notice is in addition to any Annual Renewal Term price changes. Notice will serve as an addendum to this contract and will be valid once signed by both parties. Services will then be billed according to new Occupational Health rates.
14. This Agreement contains the entire Agreement between the parties. The provisions of this Agreement may be amended or waived, but only if such amendment or waiver is in writing and signed by all parties to this Agreement.
15. After the signing of this Agreement and prior to beginning referrals, the Director and/or Customer Relations Manager of Occupational Health will discuss with the Corporation's designee all Occupational Health/Emergency Services Department referral protocols.
16. Occupational Health observes holidays during the calendar year. Please see Exhibit B for a listing of the holidays, the days that Occupational Health will not be open for business, and any other scheduled closings.
17. All notices referred to herein shall be delivered either personally or by registered mail, postage prepaid, addressed to the party as first set forth above. Such notices shall be deemed delivered on the date delivered, if delivered personally, or three business days after being sent, if sent by registered mail.
18. Corporation shall indemnify Occupational Health and its trustees, officers, agents and employees ("Indemnitees") and hold Indemnitees harmless from and against any and all liabilities, damages, settlements, claims, actions, suits, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other expenses of litigation) incurred by Occupational Health, arising from the provision of occupational medical services in accordance with this Agreement and occurring as a result of the negligence, recklessness or willful misconduct of Corporation, its trustees, officers, agents and employees.

Penn Medicine Princeton Health

Pennington Borough

James Demetriades
Chief Executive Officer

Date

Date

Princeton Medical Center

5 Plainsboro Road, Medical Arts Pavilion, Suite 570, Plainsboro, NJ 08536 • www.princetonhcs.org



Occupational Health

EXHIBIT A

Description of Services and Pricing

Service

Charge

Department of Transportation (DOT) Substance Abuse Testing

Substance Abuse Testing Randomization Program \$1500.00/annual flat fee

- Applies to DOT job categories

DOT Drug Screen (with confirmation and MRO Service) \$68.00

Breath Alcohol Test \$75.00

Breath Alcohol Test Confirmation (if required) \$150.00

Services by Corporation Request

Return to Work Evaluation \$115.00

Fitness for Duty Evaluation \$175.00

Penn Medicine Princeton Medical Center Occupational Health is available to provide additional services.

*If you would like more information or to discuss additional services, please contact
Kristen Goehrig - Customer Relations Manager at 609.853.7477 or
kristen.goehrig@pennmedicine.upenn.edu.*

*Thank you for choosing Penn Medicine Princeton Medical Center as your
premier occupational health provider.*

Princeton Medical Center

5 Plainsboro Road, Medical Arts Pavilion, Suite 570, Plainsboro, NJ 08536 • www.princetonhcs.org



EXHIBIT B

OCCUPATIONAL HEALTH HOLIDAY SCHEDULE

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day

Princeton Medical Center

5 Plainsboro Road, Medical Arts Pavilion, Suite 570, Plainsboro, NJ 08536 • www.princetonhcs.org

Penn Medicine Princeton Health complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

ATENCIÓN: Si habla español, servicios gratuitos de asistencia del lenguaje están disponibles para usted. Llame al 1-609-853-7490.

请注意: 如果您讲中文, 您可以免费获得语言协助服务。请致电 1-609-853-7490。

**BOROUGH OF PENNINGTON
RESOLUTION 2023-2.9**

**RESOLUTION AUTHORIZING BOROUGH OF PENNINGTON TO ENTER
INTO A SHARED SERVICES AGREEMENT WITH HOPEWELL TOWNSHIP
FOR EMERGENCY AND POLICE DISPATCH SERVICES
FOR THE YEARS 2023 AND 2024**

WHEREAS, the Borough of Pennington desires to contract with Hopewell Township for the provision of emergency and police dispatch services; and

WHEREAS, the Uniform Shared Services and Consolidation Act permits a local unit to enter into a contract with another local unit for the provision of any services which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the term of the proposed contract, entitled "Shared Services Agreement Police Dispatching And Emergency Communication Services Between The Township Of Hopewell And Borough Of Pennington", shall be for two years beginning January 1, 2023 and continue through December 31, 2024; and

WHEREAS, the cost to the Borough for police dispatch services as outlined in the Shared Services agreement would be \$76,222.00 for 2023 and \$77,746.00 for 2024;

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 the aforesaid Shared Services Agreement with Hopewell Township for the provision of emergency and police dispatch services during the period January 1, 2023 through December 31, 2024; and

BE IT FURTHER RESOLVED that the aforesaid Agreement shall be substantially in the form attached to this Resolution, subject to approval by the Borough Attorney.

Record of Council Vote on Passage

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on February 6, 2023.

Elizabeth Sterling, Borough Clerk

**SHARED SERVICE AGREEMENT FOR
POLICE DISPATCHING AND EMERGENCY COMMUNICATION SERVICES
BETWEEN THE TOWNSHIP OF HOPEWELL
AND BOROUGH OF PENNINGTON**

THIS AGREEMENT, made as of the ____th day of February, 2023 by and between the **TOWNSHIP OF HOPEWELL** ("Hopewell Township"), a municipal corporation of the State of New Jersey, with principal offices located at 201 Washington Crossing-Pennington Road, Titusville, New Jersey 08560, and the **BOROUGH OF PENNINGTON** ("Pennington"), a municipal corporation of the State of New Jersey, with principal offices located at Borough Hall, 30 North Main Street, Pennington, New Jersey 08534.

W I T N E S S E T H:

WHEREAS, Hopewell Township has the capacity to provide full police and emergency dispatching services to municipalities in the Hopewell Valley;

WHEREAS, the dispatching services provided by Hopewell Township during 2023 and 2024 include functioning as an answering and/or dispatch point for all police, fire and emergency medical service requests, serving as Public Safety Answering Point ("PSAP") under State laws governing emergency telecommunications services, and performing as a centralized point for command and control during emergency situations;

WHEREAS, the dispatching services provided by Hopewell Township for emergency 9-1-1 calls meet the requirements of N.J.S.A. 52:17C-1, et seq., which mandates that each New Jersey municipality establish, singly or in conjunction with other municipalities, or participate in regionally or on a county basis, a PSAP which utilizes enhanced 9-1-1 network features and conforms with State standards;

WHEREAS, a PSAP is a facility operated on a 24-hour basis which is responsible for receiving 9-1-1 calls and, as appropriate, directly dispatching emergency response services or transferring or relaying emergency 9-1-1 calls to agencies which dispatch or provide law enforcement, fire fighting, emergency medical services or other emergency services;

WHEREAS, as set forth in N.J.S.A. 52:17C-7, the formation of PSAP's that serve groups of municipalities is encouraged in the interest of reducing the cost and increasing the efficiency of the administration of emergency telecommunications;

WHEREAS, Pennington desires to contract with Hopewell Township for the provision of full police and other dispatching services, including but not limited to 9-1-1 emergency dispatching services which conform with the requirements of N.J.S.A. 52:17C-1, et seq.:

WHEREAS, Pennington is authorized by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40:65-5, et seq., to enter into a shared services agreement with Hopewell Township for the provision of this and any service which Pennington is empowered to render within its own jurisdiction;

WHEREAS, Hopewell Township agrees to provide the subject dispatching services to Pennington in exchange for a fee and upon certain specified conditions:

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties do hereby agree as follows:

1. **Scope of Services.** Hopewell Township will provide to Pennington full police dispatching and emergency 9-1-1 services including use of the Hopewell Township Enforsys RMS CAD reporting system on a 24-hour-per-day basis. In particular, Hopewell Township shall:

(a) accept and promptly transmit to the appropriate agency all emergency calls for police, fire, ambulance and other emergency services, and activate sirens, alarms and other emergency signals as necessary;

(b) serve as the 9-1-1 PSAP for Pennington, using equipment, systems and procedures which comply with applicable laws;

(c) accept and promptly transmit to the appropriate person or agency all calls to the main telephone number of the Pennington Police department, (609) 737-2020, including both emergency and non-emergency calls, according the highest priority to calls for emergency services;

(d) monitor radio traffic on both emergency and non-emergency frequencies, and receive and transmit, as appropriate, radio calls from field units;

(e) obtain emergency look-ups when requested by Pennington police, including warrant checks, NCIC/SCIC information, motor vehicle and driver information from the New Jersey Division of Motor Vehicles, and other look-ups;

(f) provide a centralized point for command and control during emergency situations;

(g) maintain written operating procedures for receiving and responding to all calls and provide to Pennington, through its Director of Public Safety, written notice of all changes in these procedures;

(h) maintain a log of all calls received and dispatched;

(i) permit use of the Hopewell Township Enforsys RMS CAD reporting system;

The services provided pursuant to this agreement shall be performed by personnel to be hired, paid and supervised by Hopewell Township, using the physical facilities of Hopewell Township.

2. **Ownership and Control of Equipment:** This contract in no way affects the present control of radio equipment owned by Pennington and Hopewell Township. Any alteration or servicing of radio equipment used in connection with the activities contemplated by this agreement shall remain in the exclusive control of the municipality owning the equipment. All radio transmitters installed in vehicles owned by Pennington shall remain within the control of Pennington personnel. The radio equipment will be protected at all times from improper use and abuse, in conformance with applicable law.

3. **Modification of Equipment:** Performance of the subject services by Hopewell Township shall commence and be contingent upon installation and modification of necessary facilities, including (a) modification of all radio frequencies utilized by Pennington for emergency response vehicles and personnel operating within Pennington so that these radio frequencies will be compatible with the radio frequencies utilized by Hopewell Township in connection with its police and emergency dispatching system; and (b) installation of the telephone line for (609) 737-2020 at the Hopewell Township dispatching facility. The said installation and modification of facilities shall be effected promptly by Pennington, with the cooperation of Hopewell Township, at the sole expense of Pennington.

4. **Standards of Performance:** Hopewell Township agrees to maintain personnel, equipment, systems, procedures and capabilities as required by law and as otherwise reasonably required to perform the subject services in a prompt, efficient and professional manner. Hopewell Township acknowledges that the 9-1-1 and other dispatching and communications services it shall perform for Pennington pursuant to this agreement shall replace all such services now or previously performed by or on behalf of Pennington. Hopewell Township has delivered to Pennington a document entitled "Hopewell Township Police Department – Operating Procedures – Communications," which delineates in substantial part standards and procedures governing the performance of services which are the subject of this agreement. This document, and any amendments thereto subsequently adopted with the consent of the Director of Public Safety of Pennington, are incorporated herein by reference.

5. **Term/Renewal:** This agreement shall be effective beginning January 1, 2023 and shall continue through December 31, 2024. Pennington Borough shall pay Hopewell Township

according to the following schedule for all services described herein:

2023	\$76,222.00

2024	\$77,746.00

Payments shall be made in two (2) equal installments on the first (1st) day of April and October, respectively. If either party desires to discontinue services, that party shall notify the other in writing no later than sixty (60) days before the end of the contract year.

6. **Liability:** Hopewell Township and Pennington shall each be responsible for their own acts and omissions arising out of or relating to the performance of any activity pursuant to this agreement, consistent with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year hereinabove set forth.

ATTEST:

HOPEWELL TOWNSHIP

Katherine Fenton Newman
Municipal Clerk

Michael Ruger
Mayor

ATTEST:

BOROUGH OF PENNINGTON

Elizabeth Sterling
Borough Clerk

James Davy
Mayor

**BOROUGH OF PENNINGTON
RESOLUTION 2023-2.10**

**RESOLUTION AUTHORIZING LEASE-PURCHASE AGREEMENT FOR
ACQUISITION OF NEW 2023 CHEVROLET TAHOE PATROL VEHICLE FOR THE
POLICE DEPARTMENT**

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

WHEREAS, by Resolution 2022-9.5, Borough Council authorized purchase of a 2023 Ford Police Interceptor Utility Patrol Vehicle (“Ford Patrol Vehicle”) from National Auto Fleet Group, through the Borough’s membership in the National Joint Powers Alliance (now Sourcewell), for a purchase price of \$67,693.93;

WHEREAS, in order to effectuate the acquisition of the Ford Patrol Vehicle, because purchase of a patrol vehicle cannot be financed by bond funding, the Borough entered into a lease-purchase agreement for that vehicle with Lease Servicing Center, Inc., dba NCL Government Capital, requiring payments over four years at \$19,751.06 per year beginning September 30, 2023;

WHEREAS, a copy of that lease-purchase agreement, entitled “Government Obligation Contract,” is attached to this Resolution;

WHEREAS, it was subsequently learned that due to supply issues, the Ford Patrol Vehicle will not be available until 2024;

WHEREAS, by Resolution 2023-1.34, Borough Council therefore authorized cancellation of the purchase of the Ford Patrol Vehicle and authorized the purchase instead of a 2023 Chevrolet Tahoe Pursuit 4WD vehicle (“Chevrolet Patrol Vehicle”), available at Mall Chevrolet through ECSNJ Cooperative Pricing, for a purchase price of \$61,887.26;

WHEREAS, pursuant to Resolution 1.34, the purchase of the Ford Patrol Vehicle has been cancelled; but the attached Government Obligation Contract remains in effect and is available for transfer to the acquisition of the Chevrolet Patrol Vehicle;

WHEREAS, Leasing Service Center, Inc., dba NCL Government Capital, has proposed transferring the lease from the Ford Patrol Vehicle to the Chevrolet Patrol Vehicle and modifying the terms of the lease to reflect the lower purchase price of the Chevrolet Patrol Vehicle, providing for four annual payments at \$18,111.63, beginning September 30, 2023;

WHEREAS, funds are available for the proposed lease-purchase arrangement;

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

1. The Mayor, with the attestation of the Borough Clerk, is hereby authorized to enter into the attached Government Obligation Contract on behalf of the Borough with such amendments as needed to provide for the acquisition of the Chevrolet Patrol Vehicle based on four annual payments of \$18,111.63, beginning on September 30, 2023, subject to approval as to form by the Borough Attorney.

2. Except to the extent of any inconsistency with the above Resolution, the Resolution 2023-1.34 shall remain in full force and effect.

Record of Council Vote on Passage

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on February 6, 2023.

Elizabeth Sterling, Borough Clerk

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 2.11**

**RESOLUTION AUTHORIZING BOROUGH OF PENNINGTON TO ENTER
INTO A SHARED SERVICES AGREEMENT WITH HOPEWELL BOROUGH
AND HOPEWELL TOWNSHIP FOR SENIOR SERVICES COORDINATOR
FOR THE YEAR 2023**

WHEREAS, the Borough of Pennington desires to contract with Hopewell Borough and Hopewell Township for the provision of Senior Services; and

WHEREAS, the Uniform Shared Services and Consolidation Act permits a local unit to enter into a contract with another local unit for the provision of any services which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the term of the proposed contract, entitled “Senior Services Agreement Between Borough of Hopewell, Borough of Pennington and the Township of Hopewell”, shall be for one year beginning January 1, 2023 and continue through December 31, 2023; and

WHEREAS, the cost to the Borough for senior services coordinator services as outlined in the Shared Services agreement is \$5,100.00, which represents a \$100.00 increase over the previous year;

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 the aforesaid Shared Services Agreement with Hopewell Borough and Hopewell Township for the services of a senior services coordinator during the period January 1, 2023 through December 31, 2023; and

BE IT FURTHER RESOLVED that the aforesaid Agreement shall be substantially in the form attached to this Resolution, subject to approval as to form by the Borough Attorney; and

BE IT FURTHER RESOLVED, this Resolution supercedes and replaces Resolution 2023-1.26.

Record of Council Vote on Passage

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on February 6, 2023.

Elizabeth Sterling, Borough Clerk

**SENIOR SERVICES COORDINATOR AGREEMENT
BETWEEN THE BOROUGH OF HOPEWELL, THE
BOROUGH OF PENNINGTON AND THE TOWNSHIP OF HOPEWELL**

THIS AGREEMENT is made this _____ day of _____, 2023, between the Borough of Hopewell, a municipal corporation with a business address of 88 East Broad Street, Hopewell, NJ 08525; and the Borough of Pennington, a municipal corporation with a business address of 30 N. Main Street, Pennington, NJ 08534 and the Township of Hopewell, a municipal corporation with a business address of 201 Washington Crossing-Pennington Road, Titusville, NJ 08560-1410; and

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

WHEREAS, the Borough of Hopewell and the Borough of Pennington recognize the valuable contribution of senior residents to their municipalities; and

WHEREAS, the Township of Hopewell presently provides a Senior Services Coordinator for its residents; and

WHEREAS, the Borough of Hopewell and the Borough of Pennington agree for the Hopewell Township Senior Services Coordinator to provide services to Borough seniors for the year 2021.

NOW, THEREFORE, BE IT RESOLVED the Borough of Hopewell and the Borough of Pennington agree as follows:

1. The Hopewell Township Senior Services Coordinator will provide senior services to Hopewell Borough and Pennington Borough seniors.
2. The Borough of Hopewell and Borough of Pennington agree to pay to Hopewell Township for Senior Services Coordinator-services as follows:
 - a. \$5,100.00 will be paid by the Borough of Hopewell
 - b. \$5,100.00 will be paid by the Borough of Pennington

Payment shall be made to Hopewell Township no later than December 31, 2023.

3. The Senior Service Coordinator shall make a monthly written report to the Borough of Hopewell and the Borough of Pennington regarding programs and services made available to the senior residents from the Boroughs.
4. Modifications to this agreement are permitted only by the mutual written consent of all parties and by the issuance of a written modification, signed and dated by all parties prior to any modifications becoming effective.

IN WITNESS WHEREOF, the parties below hereunto set their hands and seals this ____ day
of _ _ _ _ _ 2023.

ATTEST: TOWNSHIP OF HOPEWELL

Laurie E. Gompf
Municipal Clerk, Township of Hopewell

Courtney Peters-Manning
Mayor

ATTEST: BOROUGH OF HOPEWELL

Michele Hovan
Municipal Clerk, Borough of Hopewell

Paul Anzano
Mayor

ATTEST: BOROUGH OF PENNINGTON

Elizabeth Sterling
Municipal Clerk, Borough of Pennington

James Davy
Mayor

**BOROUGH OF PENNINGTON
RESOLUTION 2023-2.12**

**RESOLUTION AUTHORIZING EXCEL ENVIRONMENTAL
RESOURCES, INC. TO APPLY FOR ADDITIONAL FUNDING FROM THE
HAZARDOUS DISCHARGE SITE REMEDIATION FUND (HDSRF) FOR
SUPPLEMENTAL REMEDIAL INVESTIGATION OF THE PENNINGTON BOROUGH
SANITARY LANDFILL AND SURROUNDING AREA**

WHEREAS, the State of New Jersey Department of Environmental Protection (NJDEP) through the Hazardous Discharge Site Remediation Fund (HDSRF), has grant funds available to municipalities for the purpose of funding preliminary assessments, site investigations and remedial investigations to determine the existence or extent of hazardous substance discharge conditions on the property; and

WHEREAS, the Borough of Pennington (the “Borough”) wishes to conduct supplemental remedial investigation with respect to the Pennington Borough Sanitary Landfill, Block 206, Lots 4, 5 and 12, located on Delaware Avenue (hereafter the “Property”).

WHEREAS, Excel Environmental Resources, Inc. (“Excel”) is qualified to prepare and submit all Applications for such funding;

WHEREAS, the Borough owns the parcels referenced above and is committed to redevelop the Property within three years after the remediation is complete.

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

1. Excel is hereby authorized and directed to apply for grant funding in order to conduct supplemental remedial investigation activities for the above-described parcels.
2. The Mayor and other appropriate Borough Officials are authorized to execute any and all documents necessary in order to apply for the aforesaid grant.
3. In the event that funding is approved pursuant to a grant issued in favor of the Borough, Excel shall be authorized and directed to implement supplemental remedial investigation activities for the above described parcels in accordance with a contract to be approved by the Borough and the NJDEP, but only to the extent that NJDEP grant funds are available for payment for the aforesaid services.

Record of Council Vote on Passage

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on February 6, 2023.

Elizabeth Sterling, Borough Clerk



SUPPLEMENTAL RI

TASK 1.0 Access Agreements

Includes coordinating and providing technical support to the Borough to prepare and submit Access Agreements to be prepared for the third party owned properties where the Supplemental Remedial Investigation (RI) is proposed using the template provided by Excel. Assumes four Access Agreements will be required.

Labor:

Project Director/LSRP	8 hours @	\$200 /hour	\$1,600.00
Sr. Geologist/Scientist	8 hours @	\$135 /hour	\$1,080.00
Staff Scientist/Geologist II	16 hours @	\$95 /hour	\$1,520.00
Total Labor			\$4,200.00

TASK 1.0 TOTAL	\$4,200.00

TASK 2.0 Supplemental Soil Quality Investigation

Includes installation of up to 12 soil borings to further evaluate PFAS soil quality within the landfill (AOC 16), establish site-specific Migration to Groundwater Soil Remediation Standards for PFAS, and investigate the nature and extent of any clay under the landfill. Estimated field duration is three days.

Labor:

Project Geologist/Scientist I	30 hours @	\$105 /hour	\$3,150.00
Total Labor			\$3,150.00

Materials and Equipment:

Personal Protection Equipment	3 days @	\$20 /day	\$60.00
GPS Unit	3 days @	\$200 /day	\$600.00
Gem 2000+ Multi Gas Meter	3 days @	\$161 /day	\$483.00
Soil Sampling Equipment	3 days @	\$20 /day	\$60.00
MiniRae PID	3 days @	\$105 /day	\$315.00
Vehicle	3 days @	\$100 /day	\$300.00
Total Materials and Equipment			\$1,818.00

Outside Services:

Driller (SET) - Installation of soil borings (3 days)	\$7,280.00

Analytical Services for Soil Samples (Sor Labs) - Standard TAT

Permeability	3 samps @	\$1,300 /samp	\$3,900.00

Analytical Services for Soil Samples (Eurofins) - Standard TAT

PFAS	8 samps @	\$275 /samp	\$2,200.00
SPLP PFAS	8 samps @	\$330 /samp	\$2,640.00
Field Blank/Sample disposal	2 samps @	\$285 /samp	\$570.00

Outside Services Subtotal	\$16,590.00

15% Fee on Outside Services	\$2,488.50

Total Outside Services	\$19,078.50

TASK 2.0 TOTAL	\$24,046.50


TASK 3.0 Supplemental Surface Water Investigation

Includes collection of surface water samples from the original 6 sediment/surface water locations to further evaluate PFAS surface water quality at the Site. Estimated field duration is one day.

Labor:

Staff Scientist/Geologist II	10 hours @	\$95 /hour	\$950.00
Total Labor			\$950.00

Materials and Equipment:

Personal Protection Equipment	1 day @	\$20 /day	\$20.00
GPS Unit	1 day @	\$200 /day	\$200.00
MiniRae PID	1 day @	\$105 /day	\$105.00
Vehicle	1 day @	\$100 /day	\$100.00
Total Materials and Equipment			\$425.00

Outside Services:
Analytical Services for Surface Water Samples (Eurofins) - Standard TAT

PFAS	6 samps @	\$275 /samp	\$1,650.00
Field Blank/Sample disposal	1 samp @	\$285 /samp	\$285.00

Outside Services Subtotal \$1,935.00

15% Fee on Outside Services \$290.25

Total Outside Services \$2,225.25

TASK 3.0 TOTAL \$3,600.25

TASK 4.0 Potable Well Sampling

Includes sampling of up to six potable drinking/irrigation wells identified by Excel during the NJDEP-required Receptor Evaluation well search. Wells to be sampled and analyzed by Garden State Labs for VOCs and PFAS compounds.

Labor:

Staff Scientist/Geologist II	12 hours @	\$95 /hour	\$1,140.00
Total Labor			\$1,140.00

Outside Services:
Field Sampling and Analytical Services for Potable Wells (Alpha) - Standard TAT

Potable Well Sampling for VOCs and PFAS	6 samps @	\$875 /samp	\$5,250.00

Outside Services Subtotal \$5,250.00

15% Fee on Outside Services \$787.50

Total Outside Services \$6,037.50

TASK 4.0 TOTAL \$7,177.50



TASK 5.0 Ecological Risk Assessment

Includes performance of an Ecological Risk Assessment (ERA) in accordance with N.J.A.C. 7:26E-4.8. The ERA is required because the data indicate that a complete pathway exists from overburden groundwater to surface water with respect to PFAS, certain metals, and PAHs.

Labor:

Staff Scientist/Geologist II	6 hours @	\$95 /hour	\$570.00
Total Labor			\$570.00

Outside Services:

Ecological Risk Assessment (Davy Resource Group)		\$41,641.44
	Outside Services Subtotal	\$41,641.44
15% Fee on Outside Services		\$6,246.22
Total Outside Services		\$47,887.66

TASK 5.0 TOTAL	\$48,457.66

TASK 6.0 Supplemental Groundwater Quality Investigation

Includes refinement of the preliminary Conceptual Site Model (CSM), delineation of constituents of concern in overburden and bedrock groundwater, and verification of a potential upgradient and offsite source of impacts to groundwater quality through the installation of a total of twenty (20) monitoring wells, and sampling of the shallow overburden aquifer within the landfill and the deeper bedrock aquifer underlying the landfill.

Task 6.1 Shallow Monitoring Well Installation

Includes the installation of up to six (6) offsite overburden monitoring wells to verify groundwater quality and complete delineation within the areas downgradient of the landfill based on the results of the initial groundwater quality investigation. Estimated field duration is 3 days.

Labor:

Project Geologist/Scientist I	30 hours @	\$105 /hour	\$3,150.00
Total Labor			\$3,150.00

Materials and Equipment:

Personal Protection Equipment	3 days @	\$20 /day	\$60.00
MiniRae PID	3 days @	\$105 /day	\$315.00
Vehicle	3 days @	\$100 /day	\$300.00
Total Materials and Equipment			\$675.00

Outside Services:

Driller (SET) - Installation of six (6) overburden monitoring wells (3 days)		\$14,290.00
Surveying (E&LP) - cost provided in Task 6.2		\$0.00
Drum Disposal - cost provided in Task 6.2		\$0.00
Generated Groundwater Disposal - cost provided in Task 8.0		\$0.00
	Outside Services Subtotal	\$14,290.00
15% Fee on Outside Services		\$2,143.50
Total Outside Services		\$16,433.50

Task 6.1 Total	\$20,258.50



Task 6.2 Deep Bedrock Monitoring Well Installation

Includes the installation of eight (8) double-cased bedrock monitoring wells to verify the underlying bedrock and hydrogeologic framework beneath the landfill, geochemical conditions, and the bedrock aquifer groundwater quality below and surrounding the landfill. Geophysical logging will be conducted on the installed boreholes prior to setting and screening the monitoring wells to gain a better understanding of the regional and local hydrogeologic framework and conditions, which will be instrumental in completing the Conceptual Site Model. Packer testing (three or four samples per borehole) will also be conducted on each of the installed boreholes prior to setting and screening the monitoring wells but after the geophysical logging has been completed. The packer testing will provide valuable information regarding what fractures within the bedrock aquifer are high and low yielding. Estimated field duration for the borehole install, geophysical logging, packer testing and monitoring well completion is 35 days. Note, the supplemental deep bedrock monitoring well installations will be completed at four distinct locations. Based on the preliminary CSM, it is anticipated that monitoring wells will be set to monitor up to three to four discrete intervals within the bedrock aquifer; therefore, two boreholes will be installed at each of the four locations with either one or two monitoring wells set per borehole.

Labor:

Sr. Geologist/Scientist	100 hours @	\$135 /hour	\$13,500.00
Staff Scientist/Geologist II	350 hours @	\$95 /hour	\$33,250.00
Total Labor			\$46,750.00

Materials and Equipment:

Personal Protection Equipment	35 days @	\$20 /day	\$700.00
MiniRae PID	12 days @	\$105 /day	\$1,260.00
Vehicle	35 days @	\$100 /day	\$3,500.00
Total Materials and Equipment			\$5,460.00

Outside Services:

Driller (Advanced) 14 ~varying depth bedrock wells and Packer Testing			\$207,910.00
Geophysical Logging (Hagar-Richter)	4 wells @	\$4,450.00 /well	\$17,800.00
Surveying (E&LP) well elevations and Form Bs (20 wells)			\$2,400.00
Drum Disposal (95 drums of generated soil cuttings)			\$8,300.00
Groundwater Handling - Frac Tank Mob/Demob	1 event @	\$1,200.00 event	\$1,200.00
Groundwater Handling - Frac Tank Rental	60 days @	\$35.00 /day	\$2,100.00
Groundwater Handling - Vac Truck Services	8 days @	\$2,140.00 /day	\$17,120.00

Analytical Services for Groundwater Packer Testing (Eurofins) - 72-hour TAT

21 Parameter PFAS Suite	14 samps @	\$440 /samp	\$6,160.00
VOCs	14 samps @	\$90 /samp	\$1,260.00

Analytical Services for Soil/Rock Waste Characterization (Eurofins) - Standard TAT

Total VOCs (8260B)	8 samples @	\$60 /sample	\$480.00
SVOCs (8270D)	8 samples @	\$130 /sample	\$1,040.00
TCLP Metals	8 samples @	\$65 /sample	\$520.00

Outside Services Subtotal \$266,290.00

15% Fee on Outside Services \$39,943.50

Total Outside Services \$306,233.50

Task 6.2 Total \$358,443.50

TASK 6.0 TOTAL \$378,702.00



TASK 7.0 72-hour Pump Test

Includes conducting a 72-hour pump test to determine which wells and which water-bearing zones in select wells are being influenced by the Townships Potable Well located on the subject property. The test will include placement of transducers in select monitoring wells and monitoring the change in water level when the potable well is turned off.

Labor:

Sr. Project Geologist/Scientist	16 hours @	\$175 /hour	\$2,800.00
Sr. Geologist/Scientist	50 hours @	\$135 /hour	\$6,750.00
Project Geologist/Scientist I	50 hours @	\$105 /hour	\$5,250.00
Total Labor			\$14,800.00

Outside Services:

Transducers	12 transducers @	\$235 /week	\$2,817.00
Data Loggers	12 data loggers @	\$122 /week	\$1,464.00
Miscellaneous Equipment			\$250.00
Total Outside Services			\$4,531.00
15% Fee on Outside Services			\$679.65

TASK 7.0 TOTAL	\$20,010.65



TASK 8.0 Groundwater Purging, Sampling, and Analysis

Includes purging and a complete round of sampling of all wells including the twelve (12) existing overburden wells, the six (6) newly installed overburden wells, the six (6) existing deep wells and the fourteen (14) newly installed bedrock wells on the subject property and nearby properties. Cost includes analysis for PFAS (all wells), arsenic (select wells) and select SVOCs (select wells). Estimated field duration is two (2) people for twelve (12) days.

Labor:

Project Geologist/Scientist I	120 hours @	\$105 /hour	\$12,600.00
Staff Geologist/Scientist II	120 hours @	\$95 /hour	\$11,400.00
Total Labor			\$24,000.00

Materials and Equipment:

(2) Personal Protection Equipment	12 days @	\$20 /day	\$480.00
Tote (purge water storage)	1 tote @	\$150 /tote	\$150.00
MiniRae PID	2 days @	\$105 /day	\$210.00
(2) Groundwater Sampling Equipment	12 days @	\$400 /day	\$9,600.00
Vehicle (pickup truck)	12 days @	\$100 /day	\$1,200.00
Total Materials and Equipment			\$11,640.00

Outside Services:

Analytical Services for Water Samples (Eurofins) - Standard TAT

21 Parameter PFAS Suite	39 samps @	\$275 /samp	\$10,725.00
VOCs	39 samps @	\$60 /samp	\$2,340.00
1,4-Dioxane	39 samps @	\$125 /samp	\$4,875.00
TAL Metals - Total	39 samps @	\$90 /samp	\$3,510.00
TAL Metals - Dissolved	39 samps @	\$90 /samp	\$3,510.00
SVOCs w/SIMS	39 samps @	\$165 /samp	\$6,435.00
Full TCL/TAL	4 samps @	\$500 /samp	\$2,000.00
Ammonia as N	39 samps @	\$15 /samp	\$585.00
Nitrate as N	39 samps @	\$15 /samp	\$585.00
Chloride	39 samps @	\$15 /samp	\$585.00
TDS	39 samps @	\$15 /samp	\$585.00
Dissolved CH ₄	39 samps @	\$80 /samp	\$3,120.00
Dissolved CO ₂	39 samps @	\$15 /samp	\$585.00
Total Organic Carbon	39 samps @	\$20 /samp	\$780.00
PFAS Free Field Blank Water	39 gallons @	\$25 /gallon	\$975.00
Trip Blank	6 samps @	\$60 /samp	\$360.00
Field Blanks/Sample disposal	6 samps @	\$998 /samp	\$5,985.00

Generated Groundwater Disposal

Groundwater Handling - Sampling and Analysis	1 sample @	\$550.00 /sample	\$550.00
Groundwater Handling - Vac Truck Services	2 days @	\$2,140.00 /day	\$4,280.00
Groundwater Handling - Frac Tank Cleanout	1 day @	\$4,515.00 /day	\$4,515.00

Outside Services Subtotal \$56,885.00

15% Fee on Outside Services \$8,532.75

Total Outside Services \$65,417.75

TASK 8.0 TOTAL \$101,057.75



TASK 9.0 Updated Conceptual Site Model

Includes time to update the preliminary conceptual site model based on the findings of the supplemental investigation activities described above. Specifically includes updates to the bedrock geology and hydrogeology models using the information gained from installation of the proposed bedrock boreholes and preparation of a landfill specific cross section to depict its construction. The conceptual site model will be a critical tool to identify sources, receptors, and pathways associated with the already identified soil, sediment, surface water, and groundwater impacts at the Site.

Labor:

Project Director/LSRP	10 hours @	\$200 /hour	\$2,000.00
Sr. Geologist/Scientist	16 hours @	\$135 /hour	\$2,160.00
Project Geologist/Scientist I	20 hours @	\$105 /hour	\$2,100.00
Staff Geologist/Scientist II	20 hours @	\$95 /hour	\$1,900.00
CAD Operator	20 hours @	\$85 /hour	\$1,700.00
Total Labor			\$9,860.00

TASK 9.0 TOTAL	\$9,860.00

TASK 10.0 Data Tabulation and Evaluation

Includes analytical data reduction and validation of landfill soil, surface water and groundwater samples, QA/QC, and tabulation of and evaluation of data in comparison to the applicable NJDEP standards. Also includes download and interpretation of the pump test results and preparation of color figures for presentation of data and determination of media quality.

Labor:

Project Director/LSRP	10 hours @	\$200 /hour	\$2,000.00
Sr. Geologist/Scientist	16 hours @	\$135 /hour	\$2,160.00
Project Geologist/Scientist I	20 hours @	\$105 /hour	\$2,100.00
Staff Geologist/Scientist II	20 hours @	\$95 /hour	\$1,900.00
CAD Operator	20 hours @	\$85 /hour	\$1,700.00
Total Labor			\$9,860.00

TASK 10.0 TOTAL	\$9,860.00



TASK 11.0 Update of the RI Report

Task includes additional labor to update the RI Report to document the additional soil, surface water and groundwater delineation data and the PFAS investigation activities and analytical results. The report will include, if warranted, recommendations for further RI and/or Remedial Action (RA).

Labor:

Project Director/LSRP	30 hours @	\$200 /hour	\$6,000.00
Sr. Geologist/Scientist	40 hours @	\$135 /hour	\$5,400.00
Staff Geologist/Scientist II	60 hours @	\$95 /hour	\$5,700.00
Total Labor			\$17,100.00

TASK 11.0 TOTAL	\$17,100.00

Task 12.0 Technical Consulting/NJDEP Negotiation and Communication/Project Management

Includes technical consulting and professional support that will be provided during the course of the project regarding interaction with various NJDEP departments, including HDSRF and technical teams. Also includes client and attorney communications, expert consultation and technical negotiations regarding work scope, resolution of technical/regulatory issues, and overall project management including schedule and budget control.

Labor:

Equal to 10% of Supp RI costs for Tasks 1.0 through 11.0

TASK 12.0 TOTAL	\$62,407.23

SUPPLEMENTAL RI TOTAL	\$686,479.54



New Jersey Department of Environmental Protection
Site Remediation and Waste Management Program

HAZARDOUS DISCHARGE SITE REMEDIATION FUND
- PART I

☒ LSRP ☐ Subsurface Evaluator (for UHOT cases only)

Program Interest Name: Pennington Boro DPW SLF PI #: G000026221

Date Stamp
(For Department use only)

SECTION A. REQUESTED FUNDING TYPE AND AMOUNT

☒ PLEASE CHECK HERE IF THIS IS A SUPPLEMENTAL REQUEST

Public Entity

- ☐ Brownfield Development Area Grant\$ _____
- ☒ PA/SI/RI Grant\$ 686,479.54
- ☐ 75% Recreation and Conservation Grant\$ _____
- ☐ 75% Renewable Energy Grant\$ _____
- ☐ 50% Affordable Housing Grant\$ _____
- ☐ 25% Matching Grant Remedial Action Unrestricted Use\$ _____
- ☐ Loan\$ _____

Private Entity

- ☐ 25% Matching Grant Remedial Action Unrestricted Use\$ _____
- ☐ Loan\$ _____

Non-Profit

- ☐ PA/SI/RI Grant\$ _____

SECTION B. APPLICANT INFORMATION

Name: Borough of Pennington

Address: 30 North Main Street

City: Pennington State: New Jersey

County: Mercer Zip Code: 08534

Phone Number: (609) 737-0276 Ext: 10 Fax: (609) 737-9780

Email Address: bsterling@penningtonboro.org

Individual: Social Security Number: _____

Businesses: Tax ID Number: _____ SIC: _____ NIAC: _____

SECTION C. CONTACT INFORMATION

☒ Check here if contact information is the same as Section B above (proceed to Section D)

Contact Person: Betty Sterling Title: Borough Clerk/Assistant FCO

Affiliation: Borough of Pennington

Address: _____

City/Town: _____ State: _____ Zip Code: _____

Phone Number: _____ Ext: _____ Fax: _____

Email Address: _____

SECTION D. SITE OWNERSHIP INFORMATION

☒ Check here if site ownership information is the same as Section B above (proceed to Section E)

Name of Site Owner: _____

Address: _____

Municipality: _____ State: _____ Zip Code: _____

SECTION E. SITE INFORMATION (location where remediation will be conducted)

Name of Site (as identified on NJDEP's Known Contaminated Site List): Pennington Boro DPW SLF

PI (Program Interest) Number: G000026221 Acreage: _____

Other Site Names (A.K.A.): Pennington Borough Sanitary Landfill

Address: Delaware Avenue

Municipality: Pennington State: New Jersey

County: Mercer Zip Code: 08534

Municipal Block(s) and Lot(s): Block 206, Lots 4, 5 and 12

SECTION F. VIOLATIONS, PENALTIES & FEES

Any applicant that is not in compliance with all applicable DEP regulation must submit a written description and explanation for noncompliance including a list of **all** violations and outstanding fees and penalties to be provided below. Applicant's must specify whether the violations, fees or penalties are currently being contested in a manner prescribed by law and whether the violations, fees and penalties resulted from a lack of financial resources to perform required remediation.

None that I am aware

SECTION G. OTHER FUNDING SOURCES

Indicate all other sources of financial assistance sought for the remediation of the site.

☒ Check here if no other funding sought

☐ Insurance Coverage

☐ UST Fund

☐ 75% Brownfield Reimbursement

☐ Entity(s) responsible for conducting the remediation

☐ NJRA Brownfield Redevelopment Initiative

☐ Green Acres

☐ NJ Environmental Infrastructure Trust

☐ Other: _____

SECTION H. WORK PROPOSAL

Attach Work Proposal to application.

Name of Firm Preparing the Work Proposal: Excel Environmental Resources, Inc.

Preparer Name: Lawra J. Dodge

Phone: (732) 545-9525 Email Address: ldodge@excelenv.com

SECTION I. COST ESTIMATE

Attach Detailed Cost Estimate to application.

SECTION J. FINANCIAL INFORMATION (Private Entities)

Homeowners must submit Federal tax returns for the last three years. Businesses and private matching grant applicants must attach business, as well as personal, financial statements for the last three years. Provide financial information with application.

SECTION K. LICENSED SITE REMEDIATION PROFESSIONAL INFORMATION AND STATEMENTLSRP ID Number: 575217First Name: Lawra Last Name: DodgePhone Numbers: (732) 545-9525 Ext.: _____ Fax: (732) 545-9425Mailing Address: 111 North Center DriverMunicipality: North Brunswick State: New Jersey Zip Code: 08902Email Address: ldodge@excelenv.com

This statement shall be signed by the LSRP who is submitting this notification in accordance with N.J.S.A. 58:10C-14, and N.J.S.A. 58:10B-1.3b(1) and (2).

(1) *I certify, as a Licensed Site Remediation Professional authorized pursuant to N.J.S.A. 58:10C-1 et seq. to conduct business in New Jersey, that for the remediation described in this submission, and all attachments included in this submission, I personally: Managed, supervised, or performed the remediation conducted at this site that is described in this submission, and all attachments included in this submission; and/or periodically reviewed and evaluated the work performed by other persons that forms the basis for the information in this submission; and/or completed the work of another site remediation professional, licensed or not, after having: (1) reviewed all available documentation on which I relied; (2) conducted a site visit and observed the then-current conditions and verified the status of as much of the work as was reasonably observable; and (3) concluded, in the exercise of my independent professional judgment, that there was sufficient information upon which to complete any additional phase of remediation and prepare workplans and reports related thereto.*

(2) *I certify:*

- *That I have read this submission and all attachments to this submission;*
- *That in performing the professional services as the licensed site remediation professional for the entire site or each area of concern, I adhered to the professional conduct standards and requirements governing licensed site remediation professionals provided in N.J.S.A. 58:10C-16;*
- *That the remediation conducted at the entire site or each area of concern, that is described in this submission and all attachments to this submission, was conducted pursuant to and in compliance with the remediation requirements in N.J.S.A. 58:10C-14.c;*
- *That the remediation described in this submission, and all attachments to this submission, was conducted pursuant to and in compliance with the regulations of the Site Remediation Professional Licensing Board at N.J.A.C. 7:26I; and*
- *That the information contained in this submission and all attachments to this submission is true, accurate, and complete.*

(3) *I certify, when this submission includes a response action outcome, that the entire site or each area of concern has been remediated in compliance with all applicable statutes, rules, and regulations and is protective of public health and safety and the environment.*

(4) *I certify that no other person is authorized or able to use any password, encryption method, or electronic signature that the Board or the Department have provided to me.*

(5) *I certify that I understand and acknowledge that:*

- *If I knowingly make a false statement, representation, or certification in any document or information I submit to the Department I may be subject to civil and administrative enforcement pursuant to N.J.S.A. 58:10C-17.a.1(a)through (f) by the Board, including but not limited to license suspension, revocation, or denial of renewal; and*
- *If I purposely, knowingly, or recklessly make a false statement, representation, or certification in any application, form, record, document or other information submitted to the Department or required to be maintained pursuant to the Site Remediation Reform Act, I shall be guilty, upon conviction, of a crime of the third degree and shall, notwithstanding the provisions of subsection b. of N.J.S.2C:43-3, be subject to a fine of not less than \$5,000 nor more than \$75,000 per day of violation, or by imprisonment, or both.*

(6) *I certify that I have read this certification prior to signing, certifying, and making this submission.*

LSRP Signature: _____

Date: _____

LSRP Name: Lawra J. DodgeCompany Name: Excel Environmental Resources, Inc.

SECTION K. SUBSURFACE EVALUATOR INFORMATION AND STATEMENT

I certify under penalty of law that the work was performed under my oversight and I have reviewed the report and all attached documents, and the submitted information is true, accurate and complete in accordance with the requirements of N.J.A.C. 7:14B and N.J.A.C. 7:26E. I am aware that there are significant civil and criminal penalties for submitting false, inaccurate or incomplete information including fines and/or imprisonment.

Name: _____ UST Cert. No.: _____

Firm: _____ Firm's UST Cert. Number: _____

Firm Address: _____

City/Town: _____ State: _____ Zip Code: _____

Phone Number: _____ Ext: _____ Fax: _____

Signature: _____ Date: _____

Completed forms should be sent to:

Bureau of Case Assignment & Initial Notice
 Site Remediation Program
 NJ Department of Environmental Protection
 401-05H
 PO Box 420
 Trenton, NJ 08625-0420



**New Jersey Department of Environmental Protection
Site Remediation and Waste Management Program**

HDSRF APPLICATION – GENERAL CERTIFICATION – PART II

THIS CERTIFICATION IS REQUIRED TO BE COMPLETED BY ALL APPLICANTS

This certification shall be signed as follows:

- for a corporation, by a principal executive officer, at least the level of vice president;
- for a partnership, by a general partner;
- for a sole proprietorship, by the proprietor;
- for a public entity, the contact person (business administrator, manager, mayor, etc.);
- for other than above (i.e. homeowner/individual), the person with legal responsibility for the site.

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant civil penalties for knowingly submitting false, inaccurate or incomplete information and that I am committing a crime of the fourth degree if I make a written false statement which I do not believe to be true. I am aware that if I knowingly direct or authorize the violation of any statute, I am personally liable for the penalties.

Signature

Name/Title

Company

Sworn to and Subscribed Before Me

On this date of

Notary



**New Jersey Department of Environmental Protection
Site Remediation and Waste Management Program**

HDSRF APPLICATION – SUBROGATION OF RIGHTS – PART III

THIS CERTIFICATION IS REQUIRED TO BE COMPLETED BY ALL APPLICANTS

This certification shall be signed as follows:

- for a corporation, by a principal executive officer, at least the level of vice president;
- for a partnership, by a general partner;
- for a sole proprietorship, by the proprietor;
- for a public entity, the contact person (business administrator, manager, mayor, etc.);
- for other than above (i.e. homeowner/individual), the person with legal responsibility for the site.

I hereby subrogate to the New Jersey Department of Environmental Protection all rights to recover remediation costs from an insurance carrier, discharger, or person in any way responsible for a hazardous substance discharge pursuant to subsection c. of section 8 of P.L. 1976, c. 141 (C.58:10-23.11g) and who does not have a defense to liability pursuant to subsection d. of that section, upon the failure of the recipient to repay the financial assistance to the State.

I further certify that I have not relinquished, impaired, or waived, and do not intend to relinquish, impair, or waive, any right by the State to recover the costs of the remediation against an insurance carrier, discharger, or person in any way responsible for a hazardous substance pursuant to subsection c. of section 8 of P.L. 1976, c. 141 (C.58:10-23.11g).

Signature

Name/Title

Company

Sworn to and Subscribed Before Me

On this date of

Notary



**New Jersey Department of Environmental Protection
Site Remediation and Waste Management Program**

**HDSRF APPLICATION – 25% MATCHING GRANT REMEDIAL ACTION
CERTIFICATION – PART IV**

THIS CERTIFICATION IS REQUIRED FOR ALL PUBLIC AND PRIVATE ENTITY APPLICANTS APPLYING FOR A 25% MATCHING RA GRANT

This certification shall be signed as follows:

- For a corporation, by a principal executive officer, at least the level of vice president;
- for a partnership, by a general partner;
- for a sole proprietorship, by the proprietor;
- for a public entity, the contact person (business administrator, manager, mayor, etc.);
- for other than above (i.e. homeowner/individual), the person with legal responsibility for the site.

I hereby certify that

- A) *The requestor has a net worth of not more than \$2,000,000 at the time the relevant costs are incurred; and*
- B) *The requestor will implement an unrestricted use remedial action.*

Signature

Name/Title

Company

Sworn to and Subscribed Before Me

On this date of

Notary



**New Jersey Department of Environmental Protection
Site Remediation and Waste Management Program**

HDSRF APPLICATION – MUNICIPAL QUESTIONNAIRE – PART V

THIS INFORMATION IS REQUIRED FOR ALL PUBLIC ENTITIES APPLICANTS

In order to expedite the processing of grant or loan application for public entities at the NJEDA, complete this Preliminary Questionnaire and return it to the NJDEP as part of the HDSRF application. NJDEP will forward this information to the NJEDA once your application has been approved. If you have any questions about available financial assistance, call the NJEDA at (609) 341-2723.

1. Applicant: Borough of Pennington

Project Name: Pennington Borough Sanitary Landfill

2. Indicate the estimated project start date.

Start Date: 03/01/2023

3. List the current owner of the project site: Borough of Pennington

4. If you are not the owner, do you hold a tax sales certificate for the property? ☐ Yes ☐ No

When was the tax sale certificate obtained? Date: _____

PROVIDE A COPY OF PROPERTY OWNERSHIP, SUCH AS TAX SALE CERTIFICATE, FORECLOSURE PAPERS, ETC. WITH THIS APPLICATION.

If the municipality does not currently own the property or hold a tax sale certificate, has the municipality passed a resolution indicating an intent to acquire the property? ☐ Yes ☐ No

When was the resolution passed? Date: _____

5. Describe any pending or threatened litigation related to the project site.

None that I am aware

6. Describe any other pending issues that could delay grant/loan closing.

7. If the financial assistance for which you are applying will not cover the full cost of your project, such as the removal of underground storage tanks, identify other funding sources:

- ☐ Issuance of Bonds \$ _____
- ☐ Capital Budget Expenditure \$ _____
- ☐ Other, please describe: _____

LOAN APPLICANTS, ANSWER QUESTIONS 8 THROUGH 11:

8. Indicate the length of term, up to ten years, you desire for this loan. (Note that this term must be coterminous with all additional project financing.) _____ Years

9. Indicate if your municipality will need Local Finance Board Approval to participate in this program (i.e. are you within your legal debt limit?)..... ☐ Yes ☐ No
If "Yes," please state reason below.

10. If you currently hold a tax sale certificate or have acquired the site through foreclosure, do you intend to sell the remediated property and return it to your tax rolls within the next two years?..... ☐ Yes ☐ No

11. If you answered yes to question 10, indicate whether you would like a moratorium on principal and interest payments up to a maximum of two years. ☐ Yes ☐ No
If "Yes," I request a payment moratorium of _____ years

12. Provide additional comments in the space below.

Certification: By their signature below, the undersigned, a duly authorized representative of the above unit of local government, hereby certifies on behalf of the local government that the information contained herein is true, complete and correct in all respects as of the date hereof.

Signature: _____ Date: _____

Name (print): James Davy

Title: Mayor, Borough of Pennington



New Jersey Department of Environmental Protection Site Remediation and Waste Management Program

HDSRF APPLICATION CHECKLIST – PART VI

This following checklist has been provided to assist you in preparing a HDSRF application for each specific grant and/or loan offered by the program. Please review the checklist for the applicable grant and/or loan to verify all required documentation has been included as part of the application package.

PUBLIC ENTITIES

Brownfield Development Area (BDA) Grant

- ☐ HDSRF Application form (Part I)
- ☐ HDSRF General Certification (Part II)
- ☐ HDSRF Subrogation of Rights (Part III)
- ☐ Municipal Questionnaire (Part V)
- ☐ Detailed remediation Work Proposal and itemized cost estimate
- ☐ Comprehensive redevelopment plan or resolution (indicating a commitment exists to develop within three years following completion of the remediation)
- ☐ Resolution that public entity authorized to apply to HDSRF for the remediation of a discharge/suspected discharge
- ☐ One original and one copy of the HDSRF application packet

PA/SI/RI Grant

- ☒ HDSRF Application form (Part I)
- ☒ HDSRF General Certification (Part II)
- ☒ HDSRF Subrogation of Rights (Part III)
- ☒ Municipal Questionnaire (Part V)
- ☒ Detailed remediation Work Proposal and itemized cost estimate
- ☒ Proof of ownership interest (tax sale certificate, deed, or resolution to acquire property by voluntary conveyance)
- ☒ Resolution that public entity authorized to apply to HDSRF for the remediation of a discharge/ suspected discharge
- ☒ Comprehensive redevelopment plan or resolution (indicating a commitment exists to develop within three years following completion of the remediation)
- ☒ One original and one copy of the HDSRF application packet

75% Recreation and Conservation Grant

- ☐ HDSRF Application form (Part I)
- ☐ HDSRF General Certification (Part II)
- ☐ HDSRF Subrogation of Rights (Part III)
- ☐ Municipal Questionnaire (Part V)
- ☐ Detailed remediation Work Proposal and itemized cost estimate
- ☐ Resolution that public entity authorized to apply to HDSRF for the remediation of a discharge/suspected discharge
- ☐ Documentation indicating the property is to be preserved for recreation/conservation by conveyance of a development easement, conservation easement, or other restriction/easement permanently restricting development
- ☐ Comprehensive plan for the development or redevelopment of the subject property
- ☐ One original and one copy of the HDSRF application packet

75% Renewable Energy Grant

- ☐ HDSRF Application form (Part I)
- ☐ HDSRF General Certification (Part II)
- ☐ HDSRF Subrogation of Rights (Part III)
- ☐ Municipal Questionnaire (Part V)
- ☐ Detailed remediation Work Proposal and itemized cost estimate

75% Renewable Energy Grant (continued)

- ☐ Resolution that public entity authorized to apply to HDSRF for the remediation of a discharge/suspected discharge
- ☐ Documentation indicating the property is to be redeveloped for a project that will generate renewable energy.
- ☐ Comprehensive plan for the development or redevelopment of the subject property
- ☐ One original and one copy of the HDSRF application packet

50% Affordable Housing

- ☐ HDSRF Application form (Part I)
- ☐ HDSRF General Certification (Part II)
- ☐ HDSRF Subrogation of Rights (Part III)
- ☐ Municipal Questionnaire (Part V)
- ☐ Detailed remediation Work Proposal and itemized cost estimate
- ☐ Resolution that public entity authorized to apply to HDSRF for the remediation of a discharge/suspected discharge
- ☐ Copy of the deed for the property indicating the inclusion of the appropriate restrictions for Affordable Housing
- ☐ Comprehensive plan for the development or redevelopment of the subject property
- ☐ One original and one copy of the HDSRF application packet

25% RA Matching Grants Remedial Action Unrestricted Use

- ☐ HDSRF Application form (Part I)
- ☐ HDSRF General Certification (Part II)
- ☐ HDSRF Subrogation of Rights (Part III)
- ☐ 25% Matching Grant RA Certification (Part IV)
- ☐ Municipal Questionnaire (Part V)
- ☐ Detailed remediation Work Proposal with detailed description of remedial action and itemized cost estimate
- ☐ Resolution that public entity authorized to apply to HDSRF for the remediation of a discharge/suspected discharge
- ☐ Comprehensive redevelopment plan or resolution (indicating a commitment exists to develop within three years following completion of the remediation)
- ☐ One original and one copy of the HDSRF application packet

Loans

- ☐ HDSRF Application form (Part I)
- ☐ HDSRF General Certification (Part II)
- ☐ HDSRF Subrogation of Rights (Part III)
- ☐ Municipal Questionnaire (Part V)
- ☐ Detailed remediation Work Proposal and itemized cost estimate
- ☐ Comprehensive redevelopment plan or resolution (indicating a commitment exists to develop within three years following completion of the remediation)
- ☐ One original and one copy of the HDSRF application packet

PRIVATE ENTITIES**25% Matching Grants Remedial Action Unrestricted Use**

- ☐ HDSRF Application form (Part I)
- ☐ HDSRF General Certification (Part II)
- ☐ HDSRF Subrogation of Rights (Part III)
- ☐ HDSRF 25% Matching Grant RA Certification (Part IV)
- ☐ Business and personal financial statements for the last three years
- ☐ Detailed remediation Work Proposal with detailed description of remedial action and itemized cost estimate
- ☐ One original and one copy of the HDSRF application packet

Loans

- ☐ HDSRF Application form (Part I)
- ☐ HDSRF General Certification (Part II)
- ☐ HDSRF Subrogation of Rights (Part III)
- ☐ Proof of ownership of the subject property (copy of the Deed)
- ☐ Three previous years of federal tax returns
- ☐ Detailed remediation Work Proposal with detailed description of remediation and itemized cost estimate
- ☐ One original and one copy of the HDSRF application packet

NON-PROFIT ORGANIZATIONS**PA/SI/RI Grant**

- ☐ HDSRF application form (Part I)
- ☐ HDSRF General Certification (Part II)
- ☐ HDSRF Subrogation of Rights (Part III)
- ☐ Proof of ownership interest of the subject property (Deed or resolution to acquire property by voluntary conveyance)
- ☐ Documentation indicating status as a 501(c)3 non-profit organization
- ☐ Detailed remediation Work Proposal with detailed description of remediation and itemized cost estimate
- ☐ Resolution that the non-profit organization is authorized to apply to HDSRF for the remediation of a discharge/suspected discharge
- ☐ Comprehensive redevelopment plan or resolution (indicating a commitment exists to develop within three years following completion of the remediation)
- ☐ One original and one copy of the HDSRF application packet

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 2.13**

**RESOLUTION APPROVING LIST OF ENGINEERING PROJECTS WITH BOROUGH
ENGINEER FOR THE YEAR 2023**

WHEREAS, Borough Council seeks to approve a list for certain engineering projects for 2023 prior to adoption of the budget; and

WHEREAS, attached to this resolution is a Project List identifying projects that the Borough Engineer recommends, subject to approval by Borough Council; and

WHEREAS, the Project List includes projects that may require engineering services during the year although the estimated costs of the required services has not yet been determined; and

WHEREAS, those projects not yet estimated may require further action by Borough Council and certification as to availability of funds by the Chief Financial Officer once an amount is determined; and

WHEREAS, although the Project List identifies projects totaling \$35,000.00 payable from the Current Fund, \$43,750.00 payable from Water and Sewer and \$194,000.00 from Capital Ordinances, **it is understood that there is no guarantee that all of these projects will be undertaken this year;** and

WHEREAS, it is further understood and agreed that the Engineer shall not begin work on any project without explicit written direction and a signed purchase order from the Borough Administrator;

WHEREAS, the Chief Financial Officer of the Borough has certified that funds are available in the respective engineering budgets and/or Capital Ordinances for the projects identified on the Project List;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the projects on the attached Project List are hereby approved subject to specific authorization to proceed and issuance of one or more signed purchase orders by the Borough Administrator as stated above.

Record of Council Vote on Passage

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on February 6, 2023.

Elizabeth Sterling, Borough Clerk

ENGINEERING PROJECT LIST - 2023

Item 47.

ROUTINE ENGINEERING

CURRENT FUND

GENERAL CAPITAL

General Engineering – Current Fund

\$10,000.00

Attendance at Meetings

\$ 4,000.00

Road Program Evaluation & Prioritization (AMP Projects)

\$ 5,000.00

NJDOT Grant Application (Mill and Overlay)

\$ 6,000.00

Stormwater Pollution Plan

\$ 5,000.00

Tax Map Updates/Maintenance

\$ 2,500.00

NJDOT – W. Franklin/Knowles (Construction)

\$ 89,000.00

NJDOT – Rockwell Green/Scudder Court (Design/Bid Phase)

\$ 70,000.00

TOTAL – CURRENT

\$ 32,500.00

Tax Maps

\$ 2,500.00

TOTAL – CAPITAL

\$159,000.00

WATER AND SEWER ENGINEERING PROJECT LIST – 2023

<u>ROUTINE ENGINEERING</u>	<u>WATER</u>	<u>SEWER</u>	<u>WATER/SEWER CAPITAL</u>
General Engineering – Water/Sewer	\$10,000.00		
Water/Sewer Connection Fees	\$ 5,500.00		
Grease Interceptors		\$ 4,500.00	
<u>NJDEP REGULATION</u>			
Water Conservation & Draught Management	\$ 5,000.00		
Water & Sewer – O&M Manual Update	\$ 4,500.00		
Water Utilization & DRBC Audit Report	\$ 3,000.00		
CCR Report	\$ 5,000.00		
<u>WATER QUALITY ACCOUNTABILITY ACT</u>			
Update Water System Standard			
Drawings & Construction Rules and Regulations	\$ 3,750.00		
Update Sanitary System Standard			
Drawings & Construction Rules & Regulations		\$ 2,500.00	
Asset Management Plan			\$ 35,000.00
TOTAL	\$ 36,750.00	\$ 7,000.00	\$ 35,000.00

WATER/SEWER – Cost to be determined

Lead & Copper Rule Compliance

Time and Material Basis

Prepare Record Cards for Water System Valves, Hydrants, Service Lines

Update Sanitary Sewer System Map

Prepare Sanitary Sewer System Book Maps

Well 6 Improvements – Pumping Efficiency

Pressure Switches, Pumps, Instrumentation, Air Stripper

Requires high level concept design & defined scope of work

Replace Water Meters (Phased Approach)

Requires high level concept design & defined scope of work

Well 7 – Emergency Generator Connection

Requires high level concept design & defined scope of work

Curlis Pump Station – I & I Study

Requires high level concept design & defined scope of work

Sanitary Sewer System – Smoke & Camera Inspection

Requires high level concept design & defined scope of work

**BOROUGH OF PENNINGTON
RESOLUTION 2023 – 2.14**

**RESOLUTION AUTHORIZING PURCHASE OF NEW 2023 CHEVROLET TAHOE SSW 4WD
VEHICLE FOR THE PUBLIC WORKS DEPARTMENT IN ACCORDANCE WITH QUOTATION
BY MALL CHEVROLET THROUGH ESCNJ AND RESCINDING RESOLUTION 2023-9.4**

WHEREAS, the Superintendent of Public Works has identified the need to purchase a new vehicle for the Public Works Department; and

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

WHEREAS, the purchase of a 2023 Ford F-150 (WIE) XLT 4WD Supercrew 6.5' box 157 Truck was authorized by Resolution 2023-9.4; and

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

WHEREAS, the Superintendent of Public Works has determined that Mall Chevrolet has a 2023 Chevrolet Tahoe SSV 4WD vehicle available at through ECSNJ Cooperative Pricing Contract 20/21-09; and

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

WHEREAS, Mall Chevrolet located in Cherry Hill, NJ is an authorized dealer for the desired vehicle and has provided the Borough with Quote # ESCNJ10/21-09 dated January 23, 2023, by which it would sell to the Borough One 2023 Chevy Tahoe SSV 4WD with related equipment for a total price of \$60,152.65; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington (a) that the purchase of One (1) 2023 Chevrolet Tahoe SSV 4WD for the price of \$60,152.65 for the Pennington Borough Public Works Department pursuant to the attached proposal from Mall Chevrolet (Quote #ESCNJ 20/21-09 dated 1/23/23 is hereby authorized; and (b) the Mayor and Borough Clerk are authorized to execute such purchase orders and other documents as are needed to effectuate this purchase; and

BE IT FURTHER RESOLVED, that Resolution 2022-9.4, authorizing the purchase of a 2023 Ford F-150 (WIE) XLT 4WD Supercrew 6.5' Box 157 Truck is hereby rescinded.

Record of Council Vote on Passage

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on February 6, 2023.

Elizabeth Sterling, Borough Clerk

MALL CHEVROLET

75 Haddonfield Road, Cherry Hill, NJ 08002

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

mikee@mallchevy.com

Mike Edwards, Fleet Manager

Date: 1/6/2023

END USER	ADDRESS - CITY, STATE, ZIP:	PR180132
STK PENNINGTON DPW		

Comments:	ESCNJ 20/21-09

Item	QTY	Part No.	Description	DISC	MSRP	ESCNJ
1	1	CK10706	2023 CHEVROLET TAHOE SSV 4WD	12.00%	\$ 50,750.00	\$ 44,660.00
		DFC	GM SHIPPING CHARGES		\$ 1,895.00	\$ 1,895.00
	1	L84/MQC	5.3L V8 FLEX FUEL-10 SPEED AUTOMATIC		STANDARD	STANDARD
	1	SEAT	DELETED THIRD ROW SEAT		STANDARD	STANDARD
	1	A50	CLOTH FRONT BENCH SEATS W/CONSOLE	5%	\$ 350.00	\$ 332.50
	1	B30	CARPET	5%	\$ 195.00	\$ 185.25
	1	B58	MATS	5%	\$ 80.00	\$ 76.00
	1	BTB	REMOTE START	5%	\$ 300.00	\$ 285.00
	1	AMF	FOUR EXTRA REMOTES	5%	\$ 75.00	\$ 71.25
	1	PROG	PROGRAM FOUR ADDITIONAL REMOTES		\$ 145.00	\$ 145.00
	1	6J7	FACTORY FLASHBACK SYSTEM		STANDARD	STANDARD
	1	PQA	DRIVER ALERT PACKAGE	5%	\$ 395.00	\$ 375.25
	1	V76	RECOVERY HOOKS	5%	\$ 50.00	\$ 47.50
	1	6J4	HORN/SIREN WIRING CIRCUIT	5%	\$ 55.00	\$ 52.25
	1	6J3	GRILLE LAMP/SPEAKER WIRING CIRCUIT	5%	\$ 92.00	\$ 87.40
	1	6E8	FLEET KEY CALIBRATION	5%	\$ 25.00	\$ 23.75
	1	VK3	FRONT LICENSE BRACKET	5%	\$ 40.00	\$ 38.00
	1	9G8	DELETE DAYTIME RUNNING LIGHTS	5%	\$ 50.00	\$ 47.50
	1	6C7	RED/WHITE DOME LIGHT	5%	\$ 170.00	\$ 161.50
	1	T53	TAIL GATE ALTERNATING LED LAMPS	5%	\$ 565.00	\$ 536.75
	1	UE1	ONSTAR		STANDARD	STANDARD
	1	K4B	HEAVY DUTY DUAL BATTERIES		STANDARD	STANDARD
	1	NZZ	SKID PLATE		STANDARD	STANDARD
	1	AQQ	KEYLESS REMOTE ENTRY		STANDARD	STANDARD
	1	RD4	ALUMINUM 20" WHEELS P275/60/R20 ASBW	5%	\$ 800.00	\$ 760.00
	1	KX4	250 AMP ALTERNATOR		STANDARD	STANDARD
	1	AJ1	DEEP TINTED GLASS		STANDARD	STANDARD
	1	UN9	RADIO SUPPRESSION PACKAGE	5%	\$ 95.00	\$ 90.25
	1	UVC	REAR VISION CAMERA		STANDARD	STANDARD
	1	UD7	REAR PARKING ASSIST		STANDARD	STANDARD
	1	Z82	TRAILERING PACKAGE		STANDARD	STANDARD
	1	UTJ	THEFT PROTECTION SYSTEM		STANDARD	STANDARD
	1	UPF	BLUETOOTH		STANDARD	STANDARD
	1	TAG	TEMP TAG			\$ 5.50
	1	NJS	NJ SURCHARGE			\$ 122.00
	1	DEL	DELIVERY			\$ 250.00
	1	GAZ	SUMMIT WHITE		STANDARD	STANDARD
			TOTAL			\$ 50,247.65

**BOROUGH OF PENNINGTON
RESOLUTION 2023-2.15**

**RESOLUTION AWARDING CONTRACT FOR CONTINUATION OF JANITORIAL
SERVICES TO EAGLE JANITORIAL SERVICES FOR THE YEAR 2023**

WHEREAS, the Borough of Pennington seeks to contract with a qualified janitorial service for cleaning services for the building, including the library and the police department, for the year 2022; and

WHEREAS, Eagle Janitorial Services of Pennington (“Eagle”) has submitted a proposal dated February 2, 2023 which would have Eagle continue to provide these services 4 days per week, except as otherwise specified, at the rate of \$1,250.00 per month;

WHEREAS, the Eagle proposal contains a specific description of tasks and related frequency of service and is comprehensive in its coverage;

WHEREAS, the work shall include all labor, supervision, material and equipment necessary to perform the services, except as indicated;

WHEREAS, special services including carpet cleaning, stripping and re-waxing of hard surface floors and cleaning of exterior windows are not included in the service but are available subject to separate quotation;

WHEREAS, Eagle has previously provided cleaning services to the Borough and has performed satisfactorily although their services have been provided five (5) days per week;

WHEREAS, the Borough wishes to continue these services but for only four (4) days per week effective March 1, 2023 through December 31, 2023 and Eagle agrees to modify its proposal accordingly;

WHEREAS, with Borough consent, Eagle has performed services five (5) days per week during January and February, 2023, at a rate of \$1,457.50 per month, and the extra amount due for these two months must be added to the total contract amount for 2023;

WHEREAS, before the agreement may be effective, Eagle Janitorial Services shall supply proof of general, contract and property damage liability insurance as well as employer’s liability/workers compensation with minimum limits of \$1,000,000 or as otherwise required by law, respectively, naming the Borough of Pennington as an additional insured;

WHEREAS, approval of this contract complies with the Code of the Borough of Pennington as well as N.J.S.A. 19:44A-20.5 effective January 1, 2006, which prohibit the award of certain contracts to any person or business entity which makes reportable contributions to local political or candidate committees representing member of the governing body; and

WHEREAS, Eagle Janitorial Services will be required to complete and submit a sworn Business Entity Disclosure Certification which certifies that the firm has not made and shall not make any political contribution prohibited by the relevant provisions of either statute or the Borough Code concerning pay-to-play; and

WHEREAS, Eagle Janitorial Services shall comply with requirements for Anti-Discrimination and Affirmative Action as set forth in the annexed Exhibit A; and

WHEREAS, the Chief Financial Officer of the Borough has certified that funds for these services are available in account #: 3-01-26-310-000-227 with a portion of the contract to be charged to the Library budget;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the Borough Administrator is hereby authorized to issue an appropriate purchase order and accept as a binding contract the attached proposal by Eagle Janitorial Services dated February 2, 2023, modified only as to term, for a contract price not to exceed \$12,500.00 for the remainder of the calendar year 2023; and

BE IT FURTHER RESOLVED, that payment of \$1,457.50 per month for January and February 2023 is further authorized; and

BE IT FURTHER RESOLVED, that notice of award of the contract shall be published in the official newspaper as required by law.

Record of Council Vote on Passage

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on February 6, 2023.

Elizabeth Sterling, Borough Clerk

Professional Janitorial Service Proposal

Prepared for:

The Borough of Pennington

**30 North Main St.
Pennington, NJ 08534**

Submitted By:

Eagle Janitorial Services

PO Box 521
Pennington, NJ 08534
Chris Walker
President
888-730-1123
chris.walker@eaglejanitorial.com



February 02, 2023

Eagle Janitorial Services
PO Box 521
Pennington, NJ 08534



February 02, 2023

Eileen Heinzl
The Borough of Pennington
30 North Main St.
Pennington, NJ 08534

Dear Eileen ,

Subject: Janitorial Service Proposal - The Borough of Pennington, 30 North Main St., Pennington, NJ 08534

Thank you for allowing Eagle Janitorial Services to prepare a professional cleaning service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. *So again, thanks!*

Here are a few important highlights:

Before we start... All of our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

During the start... We know a seamless, no-hassle start-up is important to every customer. So at Eagle Janitorial Services, we combine up-front preparation and training with strong management and direction to ensure a smooth, successful startup.

After the start... A systematic approach to keep your building looking good! At Eagle Janitorial Services, we offer strong management and quality control to plan for, and not lose track of, the many necessary cleaning details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions, or need additional information as you review our proposal.

Sincerely,

Chris Walker
President
Eagle Janitorial Services

The Borough of Pennington
Professional Janitorial Service Proposal

General

Eagle Janitorial Services agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached. Eagle Janitorial Services agrees to furnish such cleaning service for a period of one year, the dates yet to be agreed upon.

Compensation

4x Per Week Professional Cleaning Service Program: \$1,250.00

Special Services

Carpet cleaning is available - Price quoted upon request.

Waxable hard surface floors can be stripped and refinished or scrubbed and re-waxed - Price quoted upon request.

Exterior windows can be cleaned - Price quoted upon request.

Service Schedule

Cleaning service operations described in this comprehensive program will be performed 5 days per week.

The cleaning crew will observe holidays observed by the customer. Eagle Janitorial Services is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

Invoicing

All invoicing will be itemized according to monthly work or for special tasks. Invoicing will be on the 1st of each month. Payment policy is net 30 days.

Supervision

Adequate personnel and supervision will be furnished to ensure quality service.

Supplies

The customer will furnish all consumable products inclusive of but not limited to: toilet tissue, towels, trash liners and hand soap. If desired, Eagle Janitorial Services can provide these products and invoice them separately.

Eagle Janitorial Services will furnish all cleaning supplies inclusive of but not limited to: cleaning agents, disinfectants, etc.

Equipment

Eagle Janitorial Services will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

Eagle Janitorial Services will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

Insurance

Eagle Janitorial Services will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage
- Workers' Compensation

Employee Status

Personnel supplied by Eagle Janitorial Services are deemed employees of Eagle Janitorial Services and will not for any purpose be considered employees or agents of the customer.

Equal Opportunity Employer

Eagle Janitorial Services is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

Our Philosophy

Eagle Janitorial Services is committed to providing quality janitorial services that deliver the highest levels of customer satisfaction.

Term

The term of this agreement shall be for a period of one (1) year and shall automatically renew for additional one (1) year periods on the anniversary date of this agreement.

Cancellation

This agreement may be terminated or canceled at any time with a minimum of thirty (30) days written notice from either party.

Agreement

This Agreement ("this Agreement") is made and entered into as of _____, 20____, by and between Eagle Janitorial Services, with its principal place of business located at PO Box 521, Pennington, NJ 08534 and The Borough of Pennington with its principal place of business located at 30 North Main St., Pennington, NJ 08534.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

Eagle Janitorial Services

Signature: _____

Name: _____

Date: _____

Title: _____

The Borough of Pennington

Signature: _____

Name: _____

Date: _____

Title: _____

The Borough of Pennington

Job Specifications

Entrances

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	5 days/wk.
Dust Mop Hard Surface Floors	5 days/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	5 days/wk.
Clean Both Sides Of Door Glass And Wipe Frames	1 day/wk.
Spot Clean Entrance Glass	4 days/wk.
Vacuum Walk-Off Mats	5 days/wk.

Lobbies

<u>Task Description</u>	<u>Service Days</u>
Dust All "Open" Horizontal Surfaces Within Normal Reach. No items will be moved.	1 day/wk.
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	5 days/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	1 day/wk.
Empty And Remove Trash, Replace Liner If Needed	5 days/wk.
Dust Mop Hard Surface Floors	5 days/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	5 days/wk.
Vacuum Walk-Off Mats	5 days/wk.

Court Room

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	1 day/wk.
Empty And Remove Trash, Replace Liner If Needed	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.

Library

<u>Task Description</u>	<u>Service Days</u>
Dust All "Open" Horizontal Surfaces Within Normal Reach. No items will be moved.	4 days/wk.
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	2 days/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	1 day/wk.
Empty And Remove Trash, Replace Liner If Needed	5 days/wk.
Detail Vacuum All Carpet	5 days/wk.
Dust Tops Of Bookcases.	1 day/wk.

Conference Rooms

<u>Task Description</u>	<u>Service Days</u>
Dust All "Open" Horizontal Surfaces Within Normal Reach. No items will be moved.	4 days/wk.
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	2 days/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	1 day/wk.
Empty And Remove Trash, Replace Liner If Needed	As needed
Detail Vacuum All Carpet	As needed

Admin Offices / Police Station

<u>Task Description</u>	<u>Service Days</u>
Dust All "Open" Horizontal Surfaces Within Normal Reach. No items will be moved.	4 days/wk.
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	5 days/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	1 day/wk.
Empty And Remove Trash, Replace Liner If Needed	5 days/wk.
Detail Vacuum All Carpet	5 days/wk.
Dust Mop Hard Surface Floors	5 days/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	5 days/wk.

Hallways

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	2 days/wk.
Detail Vacuum All Carpet	5 days/wk.
Dust Mop Hard Surface Floors	5 days/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	5 days/wk.
Clean And Polish Drinking Fountains	5 days/wk.

Locker Rooms in Police Station

<u>Task Description</u>	<u>Service Days</u>
Wipe Clean Fronts And Tops Of Lockers	1 day/wk.
Dust Mop Hard Surface Floors	5 days/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	5 days/wk.
Empty all Trash and Replace Liners if needed.	5 days/wk.

Restrooms

<u>Task Description</u>	<u>Service Days</u>
Empty Trash, Refill Supply Dispensers, Clean And Disinfect Restroom Fixtures, Clean Mirrors, Counters, Partitions And Chrome, Sweep And Mop Floor Using Appropriate Cleaner	5 days/wk.

Utility Rooms

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Sweep Hard Surface Floors	1 day/wk.
Spot Mop Stains And Spills Using Appropriate Cleaner	1 day/wk.

Other Requirements

<u>Task Description</u>	<u>Service Days</u>
Clean And Arrange Janitor Closet	5 days/wk.

**BOROUGH OF PENNINGTON
RESOLUTION 2023-2.16**

**RESOLUTION AUTHORIZING CONTRACT WITH WATER RESOURCE
MANAGEMENT FOR SERVICES AS WATER AND SEWER COMPLIANCE OFFICER
AND FOR PREPARATION OF CONSUMER CONFIDENCE REPORT AND LEAD
SERVICE LINE REPLACEMENT DOCUMENTATION**

WHEREAS, the Borough seeks to enter into a contract with Water Resource Management to provide professional services as Water and Sewer Compliance Officer for the Borough in 2023;

WHEREAS, the Borough also seeks the services of Water Resource Management for preparation of Consumer Confidence Report and Lead Service Line Replacement Documentation;

WHEREAS, Water Resource Management has supplied a letter dated November 2, 2022 describing the services it will provide as Water and Sewer Compliance Officer and with respect as well to Consumer Confidence Report and Lead Service Line Replacement Documentation; and

WHEREAS, as further described in the Compliance Officer Proposal, Water Resource Management will provide the Compliance Officer services for a flat fee of \$425 per month, the Consumer Confidence Report for not to exceed \$2,750 and the Lead Service Line Documentation for not to exceed \$2,200;

WHEREAS, at the Borough's request, Water Resource Management also provides for the performance of emergency call out and additional professional services for work beyond the scope of services described in the Compliance Officer Proposal on an hourly basis at the rate of \$137.50 per hour plus additional costs as needed on a case by case basis;

WHEREAS, Water Resource Management and its personnel hold all required New Jersey DEP licenses required to perform the services described in the Compliance Officer Proposal and the Additional Services Proposal;

WHEREAS, the Chief Financial Officer has certified that funds necessary to pay for these services are available in account #: 3-05-55-501-000-260;

NOW, THEREFORE, BE IT RESOLVED, by Borough Council of the Borough of Pennington, that the attached Proposal by Water Resource Management is hereby accepted and Water Resource Management is hereby appointed Water and Sewer Compliance Officer for Pennington Borough for 2023 and also charged with performing the additional services as described above, subject to the following conditions:

1. that the Compliance Officer Proposal be amended to ensure compliance by Water Resource Management with Anti-Discrimination and Affirmative Action requirements of the State of New Jersey as set forth in the annexed Exhibit A;
2. that the Compliance Officer Proposal be further amended to provide that the contract between Water Resource Management and the Borough shall be terminable on 30 days prior written notice by either party;

3. that the Additional Services Proposal be supplemented by a provision that expenditures for additional services and costs under that Proposal not exceed on an annual basis \$1,000.00 unless approved in advance, in writing, by Borough Council;
4. that Water Resource Management demonstrate coverage by sufficient professional liability insurance, to be approved by the Borough Attorney;
5. that the Mayor and/or Borough Administrator are authorized to issue such purchase orders and contract documents as further necessary to retain and pay for the services of Water Resource Management as Water and Sewer Compliance Officer consistent with the Compliance Officer Proposal, for preparation of Consumer Confidence Report and Lead Service Line Replacement Documentation in accordance with the related Proposals, and for the additional services and costs covered by the Additional Services Proposal, and the terms and conditions of this Resolution; and
6. that no work shall begin under this Resolution and agreement until approved in advance and in writing by Borough Council and a related purchase order has been issued.

Record of Council Vote on Passage

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on February 6, 2023.

Elizabeth Sterling, Borough Clerk

Page 2
 November 2, 2022
 Compliance Officer
 Water & Wastewater System Operations
 2023 Proposal

A DEP-compliant CCR will be provided to the Township in pdf format for printing.

Consumer Confidence Report **\$2,750.00** not-to-exceed

Printing and mailing services can also be provided for cost plus 10%.

Lead Service Line Replacement Documentation

WRM will assist the Borough in maintaining compliance with all newly implemented Lead Service Line Replacement requirements and documentation.

This will include the preparation of the LSL Inventory, LSLR Progress Report, LSL Replacement Plan, LSL Consumer Notices, and LSL Consumer Notice Certification.

WRM will also assist in customer outreach and other related tasks at the direction of the Superintendent of Public Works.

Lead Service Line Compliance **\$2,200.00** not-to-exceed

Operation & Maintenance Manual

WRM will update your existing Operations & Maintenance (O&M) Manual and Emergency Response Plan (ERP) to the latest NJDEP standard and optimized for assisting in daily operations of the water system. These manuals will describe the daily operations and maintenance tasks, clarify responsibilities between the Borough of Penning staff and the Licensed Operator, consolidate important information regarding the water and sewer system and achieve compliance with NJDEP regulations.

The updates will include the following information:

- Water System Information
- Well Information
- Equipment Information
- Allocation Permit
- Standard Operating Procedures (SOPs)
- Sampling and Water Quality Monitoring Plans
- Revised Total Coliform Rule Plan
- Lead and Copper Sampling
- TTHM/HAA5 Sampling
- Monitoring Schedules
- Monitoring Waivers
- Critical Response Plan
- Emergency Response List (ERP)
- Water Quality Violation Response Procedure
- Ground Water Rule – Compliance Response Plan
- Water Supply Contingency Plan

- Appendix
- Covering additional items not found in the other sections such as system assessments and records and regulations

Page 3
 November 2, 2022
 Compliance Officer
 Water & Wastewater System Operations
 2023 Proposal

- Sewer System Information
- Review Emergency response plan and update
- Vulnerability analysis of each sewer pump station
- Inventory of emergency equipment
- PPE review
- Lock out tag out procedures
- Electrical safety
- Chemical use safety handling
- First aid kits on site
- Backflow Prevention review
- Utility outage contingency plan
- Generator equipment maintenance SOP

The scope of work will include the creation of SOPs for all relevant functions of the water and sewer systems and organizing/compiling existing system information in a useable format.

O&M Manual and ERP Updates **\$11,000.00** not-to-exceed

In the event of an emergency call out or additional professional service for work beyond the above scope of service, our hourly rate will be \$137.50 including portal to portal transportation.

Summary

Monthly Compliance	\$5,280.00
Consumer Confidence Report	\$2,750.00
Lead Service Line Replacement	\$2,200.00
O&M Manual and ERP Updates	<u>\$11,000.00</u>

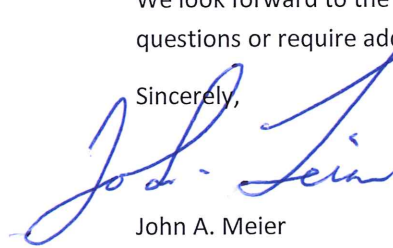
Total **\$21,230.00**

WRM personnel hold all required New Jersey DEP Water or Wastewater licenses to operate this facility.

WRM reserves the right to shift funds from phase-to-phase to best serve the Borough.

We look forward to the opportunity to continue to serve the Borough of Pennington. Should you have any questions or require additional information regarding this proposal, please contact us at 856-858-5750.

Sincerely,



John A. Meier
 Water Resource Management, Inc.

**BOROUGH OF PENNINGTON
RESOLUTION 2023-2.17**

**RESOLUTION AUTHORIZING SHARED SERVICES
AGREEMENT WITH HOPEWELL TOWNSHIP FOR HEALTH SERVICES**

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.) and Title 8, Chapter 52 of the New Jersey Administrative Code, the Borough of Pennington seeks to enter into the attached shared services agreement with Hopewell Township (“Township”) for the provision of Health Services to the Borough;

WHEREAS, the Township Health Department is an experienced health services agency qualified to perform public health services as provided by law;

WHEREAS, all services performed by the Township Health Department on behalf of the Borough shall use either Health Department staff or contracts with outside public health agencies and shall comply with all applicable State laws, regulations and standards, including the standards set forth in Title 8, Chapter 52 of the New Jersey Administrative Code;

WHEREAS, the Township Health Department will provide properly licensed personnel within the jurisdiction of the Borough to carry out the public health activities described under “Scope of Services” in the attached Agreement;

WHEREAS, the Township will not be responsible for providing the services described under “Exclusions” in the attached Agreement;

WHEREAS, the annual fees which the Borough agrees to pay to the Township for services under the agreement are as follows:

April 1, 2023 - December 31, 2023:	\$50,000.00 per annum, prorated
January 1, 2024 - December 31, 2024:	\$51,000.00
January 1, 2025 – December 31, 2025	\$52,020.00
January 1, 2026 – December 31, 2026	\$53,060.00
January 1, 2027 - December 31, 2027	\$54,121.00

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the Mayor, with the attestation of the Borough Clerk, is hereby authorized to enter into a shared services agreement with Hopewell Township for the provision of health services, such agreement to comply in substance with the proposed agreement annexed to this resolution, subject to final approval as to form by the Borough Attorney.

Record of Council Vote on Passage

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on February 6, 2023.

Elizabeth Sterling, Borough Clerk



TOWNSHIP of HOPEWELL
MERCER COUNTY

OFFICE OF THE MUNICIPAL CLERK

LAURIE E. GOMPF, RMC, CMC
Township Clerk

January 25, 2023

Betty Sterling, Municipal Clerk
Borough of Pennington
30 N. Main Street
Pennington, NJ 08534

RE: Shared Services Agreement for Public Health Services

Dear Betty,

Enclosed find a certified copy of Township of Hopewell Resolution #23-53, A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO EXECUTE A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF PENNINGTON AND THE TOWNSHIP OF HOPEWELL, AND THEIR RESPECTIVE BOARDS OF HEALTH FOR PUBLIC HEALTH SERVICES and two (2) original executed copies of the agreement by the Township of Hopewell. Please return one fully executed copy to me for township files.

Very truly yours,

Laurie E. Gompf, RMC, CMC
Township Clerk

/lg
Enclosures

SHARED SERVICES AGREEMENT BETWEEN PENNINGTON BOROUGH AND
HOPEWELL TOWNSHIP, AND THEIR RESPECTIVE BOARDS OF HEALTH FOR PUBLIC
HEALTH SERVICES

This Agreement, made this ^{23rd} day of ^{Jan. 2023}, by and between the Borough of Pennington and the Pennington Borough Board of Health, having their principal place of business at 30 North Main Street, Pennington, NJ 08534, (collectively referred to as "Borough"), and the Township of Hopewell and the Hopewell Township Board of Health, having their principal place of business at 201 Washington Crossing Road, Titusville, New Jersey 08560 (collectively referenced to as "Township");

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

WHEREAS, the Township provides Public Health Services to its municipality in compliance with the standards set forth in NJSA 26:3A2-10, and NJAC 8:52-1.1, et seq.; and

WHEREAS, the Borough desires to have the Township provide Public Health Services for a fee, as more detailed below; and

WHEREAS, in consideration of payment described in this document, the Township is willing to provide such services according to NJSA 26:3A2-10, NJAC 8:52- 1.1, et seq., and other applicable statutes and regulations,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by the parties hereto as follows:

A. SCOPE OF SERVICES.

1. Except as excluded from the Scope of Services pursuant to Section 12 of this Agreement, the Township will provide properly licensed personnel within the jurisdiction of the Borough to perform all services and activities and meet all the standards of performance and staffing required of a local board of health pursuant to N.J.S.A. 26:3A2-10 and the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey (revised) as set forth at N.J.A.C. 8:52-1.1, et seq. ("Practice Standards"), as hereinafter may be amended and supplemented from time to time. The required services, activities, and standards are set forth in the sixteen subchapters of the Practice Standards, which are incorporated herein by reference as if fully set forth at length.

2. The Borough shall designate the Township Health Officer to be the Borough's Health Officer, and to serve as its general agent for the enforcement of its ordinances and the Public Health laws of the State during the term of the Agreement.

3. The Township Health Officer and/or other professional staff from the Township Health Department will conduct investigations into violations of health-related ordinances,

statutes, and regulations and will take the necessary enforcement actions to obtain compliance (including summons to Municipal Court when warranted).

4. The Township Health Officer and/or other professional staff from the Township Health Department will furnish the Borough's Board of Health with a written quarterly report of all services rendered by the Health Officer and staff, as well as a narrative on current and emerging local health issues. The Township Health Officer, will attend quarterly meetings of the Borough's Board of Health, and will provide an annual report to the Borough's elected officials. In addition, the health officer will communicate in writing directly to the Board of Health and Borough Administrator at least monthly, and any emergent public health issues as they arise.

5. Any applicant for a health department-related license will file its application with the Borough and pay the appropriate license fee. These fees will be retained by the Borough. The completed license applications will then be electronically sent to the Township's Health Department for review, license issuance, and all necessary inspections.

6. The Township's Health Department will issue health-related licenses on behalf of the Borough, including retail food, temporary food sales, public recreational bathing facilities, childcare, and other establishments subject to regulation under the New Jersey State Sanitary Code. The Township's Health Department will review and approve plans, perform necessary inspections (usually once or twice per year) and investigate any complaints related to these establishments. The Township Health Officer will advise the Borough's Board of Health of any

immediate health hazard violations within 48 hours of the inspection and will initiate appropriate enforcement action to protect the public health.

7. During the term of this Agreement, any grants or aid awarded to the Borough for any purpose related to enhancing the public health beyond the scope of this Agreement shall be paid to the Township, and the Township shall be responsible for providing the funded service.

8. The parties recognize that responsibilities not addressed in the Practice Standards are often assigned to Health Departments to meet local priorities. The Borough shall consult with the Township Health Officer on a case-by-case basis as to whether such additional responsibilities fall within the scope of this agreement and may negotiate additional services for an additional fee through a letter of agreement.

9. This Agreement does not create an employment relationship between the Township's Health Officer, and/or the professional staff from the Township Health Department, and the Borough. While performing duties in the Borough, the Township's Health Officer, and/or the professional staff from the Township's Health Department, shall be compensated according to the terms of their employment with the Township.

B. EXCLUSIONS.

10. The Township will specifically NOT be responsible for providing the following services to the Borough:

Responsibilities of Mercer County Division of Public Health, including County Environmental Health Act. Although not responsible for providing the services, the Township Health Officer will assure the Borough has access to these services.

NJLINCS, including, but not limited to, bioterrorism grant-related activities and emergency communication system or successor programs. These programs are administered by Mercer County, but the Township Health Officer, pursuant to N.J.A.C. 8:52-3.4, will assure that the Borough participates in these services.

Registrar of Vital Statistics. Each municipality shall provide its own Registrar service

Animal Control, other than potential human exposure to rabies. The provision of animal control services is addressed under a separate shared services agreement between the Township and Borough.

NJ Right to Know, Blood-Borne Pathogens Standard, and other PEOSIIA program administration. The Township Health Officer, upon request, will provide technical consultation on occupational safety issues for Borough staff to implement training. Program administration can be obtained from the Township at an hourly rate to be determined as part of a separate shared services agreement or letter of agreement.

C. EFFECTIVE DATE/TERMINATION.

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

D. FEES.

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

April 1, 2023 - December 31, 2023: \$50,000 per annum*

January 1, 2024 - December 31, 2024: \$51,000.

January 1, 2025 - December 31, 2025: \$52,020.

January 1, 2026-December 31, 2026: \$53,060.

January 1, 2027-December 31, 2027: \$54,121.

* For the first year of the agreement the amount of \$50,000/per annum shall be prorated for the period of April 1 through December 31st, such that \$37,499 shall be paid to Hopewell Township in 2023.

- Fees shall be paid in two equal installments, the first no later than February 1 and the second no later than August 1 of each year that this Agreement is in effect. In the event of an

unforeseen, state-imposed requirement, which is beyond the scope of this agreement, the parties may negotiate an adjustment to the amounts set forth in #14. For the first year of this agreement, the fees shall be paid in two equal installments no later than May 1 and October 1.

E. LIABILITY/HOLD HARMLESS.

- Hopewell Township and Pennington shall each be responsible for their own negligent acts and omissions arising out of or relating to the performance of this agreement, consistent with the provisions of the New Jersey Tort Claims Act, NJSA 59:1-1 et seq. Each party shall indemnify, defend and hold harmless the other party, its agents, officers and employees and their successors and assigns, from and against all liability, claims, suits, demands, actions or causes of action of any kind and nature for any such negligent acts and omissions.

F. MISCELLANEOUS

- This Agreement shall become effective upon the adoption of appropriate resolutions by the Township and Borough approving the terms and conditions set forth in this Agreement and authorizing the Mayor and Clerk to authorize this Agreement, and the approval of the New Jersey State Commissioner of Health. The Agreement may be executed in counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

- All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of the Agreement.

- Any and all notices, pursuant to this Agreement, shall be in writing and shall be deemed given only if delivered personally, by certified mail, or by overnight mail.

- This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties.

- The Township and the Borough represent that they have duly advised their insurance carriers of the terms and conditions of this Agreement.

- If any section, paragraph, subsection, clause, or provision of this Agreement shall be adjudged by a court to be invalid, such adjudication shall only apply to the section, paragraph, subsection, clause, or provision so adjudges and the remainder of this Agreement shall be deemed valid and effective.

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

ATTEST: BOROUGH OF PENNINGTON

BOROUGH CLERK,
BETTY STERLING

MAYOR
JAMES M. DAVY

ATTEST: TOWNSHIP OF HOPEWELL



TOWNSHIP CLERK
LAURIE E GOMPF



MAYOR
MICHAEL RUGER

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

R E S O L U T I O N #23-53

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO EXECUTE
A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF
PENNINGTON AND THE TOWNSHIP OF HOPEWELL, AND THEIR
RESPECTIVE BOARDS OF HEALTH FOR
PUBLIC HEALTH SERVICES**

BE IT RESOLVED, on this 23rd day of January 2023, by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey, that the Mayor be and is hereby authorized to execute a shared services agreement pursuant to N.J.S.A. 40A:65-1 et. seq., with the Borough of Pennington for the provision of Public Health Services.

Date Adopted: January 23, 2023

CERTIFICATION

I, Laurie E. Gompf, Municipal Clerk, of the Township of Hopewell, County of Mercer, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at the regular meeting held on the 23rd day of January, 2023, in the Municipal Building Auditorium, Hopewell Township, New Jersey and via Zoom Video Communications.


Laurie E. Gompf, RMC, CMC
Municipal Clerk