



**BOROUGH COUNCIL MEETING - SEPTEMBER 5, 2023**  
**AGENDA**  
**Tuesday, September 05, 2023 at 7:00 PM**  
**Online via Zoom**

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**CALL TO ORDER - Mayor Davy**

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

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

**OPEN PUBLIC MEETINGS STATEMENT**

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

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

**OPEN TO THE PUBLIC**

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

**MAYOR'S BUSINESS**

1. Rockwell Green/Scudder Court/Chadwell - Design Plan - Brandon Fetzer
2. Work Session Plan

**PRESENTATIONS**

3. Debt Service Analysis - Sherry Tracy (Phoenix Advisors)
4. Economic Development - Jason Meyer
5. Environmental Commission - Joann Held

**APPROVAL OF MINUTES**

6. Regular Meeting Minutes - August 7, 2023

**ORDINANCES FOR INTRODUCTION**

- 7.** Ordinance 2023-14 - An Ordinance Prohibiting Certain Stormwater Discharges From Roof Leaders, Downspouts, Yard Drains and Other Pipes and Drains into the Storm Sewer System and Public Right-of-Way

**ORDINANCES FOR PUBLIC HEARING AND ADOPTION**

- 8.** Ordinance 2023-12 - Ordinance Amending Chapters 83 and 98 of the Code of the Borough of Pennington Relating to Mechanical Inspection Fees
- 9.** Ordinance 2023-13 - Bond Ordinance Providing a Supplemental Appropriation of \$403,000 for Preliminary Planning, Environmental and Investigative Analysis and any Necessary Work or Improvements in Connection with the Borough Owned Landfill and any Other Related Properties for Potential Redevelopment in and by the Borough of Pennington, in the County of Mercer, New Jersey, and Authorizing the Issuance of \$403,000 Bonds or Notes of the Borough to Finance the Cost Thereof

**COMMITTEE REPORTS**

- 10. Planning & Zoning / Personnel / Economic Development** - Ms. Gnatt

- 11.** **Public Works / Open Space / Shade Tree** - Ms. Stern

Road Project Lists

- 12. Finance & Technology / Public Safety / Arboretum / Landfill** - Mrs. Chandler

- 13. Historic Preservation / Library** - Ms. Angarone

- 14. Parks & Recreation** - Mr. Marciante

- 15. Board of Health / Environmental Commission** - Mr. Valenza

- 16. Senior Advisory** - Mayor Davy

**COUNCIL DISCUSSION**

- 17.** Safe Routes to Schools Grant - Kit / Nadine

- 18.** Storm Sewer Mapping Proposal - Nadine

- 19.** PFAS (Forever Chemicals) Proposal - Nadine

- 20.** Asset Activation Planning Grant - Kit / Mayor Davy

**NEW BUSINESS**

- 21.** Resolution 2023-9.1 - Resolution Authorizing Refunds

- 22.** Resolution 2023-9.2 - Resolution Authorizing Payment of Bills

- [23.](#) Resolution 2023-9.3 - Resolution Authorizing Purchase and Installation of Air Stripper System for Well 6 From Pumping Services, Inc. Through Cooperative Pricing System Agreement with North Jersey Wastewater Cooperative Pricing System
- [24.](#) Resolution 2023-9.4 - Resolution Authorizing Expenditures From Open Space Fund to Install Concrete Pad and Path for Gazebo at Sked Street Park
- [25.](#) Resolution 2023-9.5 - Resolution Authorizing Cancelling Capital Ordinances
- [26.](#) Resolution 2023-9.6 - Resolution Authorizing Cancelling Grants Receivable and Appropriated Grants
- [27.](#) Resolution 2023-9.7 - Resolution Authorizing Change Order No. 1 (Final) for West Franklin and Knowles Street Road Rehabilitation Projects (VNHA #44836-210-71)
- [28.](#) Resolution 2023-9.8 - Resolution Authorizing Payment Request No. 2 (Final) to Top Line Construction Corp. for Work Completed on the West Franklin and Knowles Street Road Rehabilitation Project (VNHA #44836-210-71)
- [29.](#) Resolution 2023-9.9 - Resolution to Request Amendment of the 2023 Adopted Budget (Chapter 159) to Insert a Special Item of Revenue and Appropriation for Stormwater Assistance Grant
- [30.](#) Resolution 2023-9.10 - Resolution Authorizing the Submission of a Grant Application to the New Jersey Economic Development Authority for the New Jersey Asset Activation Planning Grant
- [31.](#) Resolution 2023-9.11 - Resolution Authorizing Professional Services Agreement with Van Note Harvey Associates in Connection with Storm Sewer Mapping MS4 General Permit Mapping Updates (VNHA Project No. BOOFP-23014P)
- [32.](#) Resolution 2023-9.12 - Resolution Authorizing the Promotion of John Vaggott to the Position of Laborer 2 Effective September 14, 2023
- [33.](#) Resolution 2023-9.13 - Resolution Authorizing Professional Services Agreement With Van Note Harvey Associates in Connection With EPA Regulations Regarding Perfluorinated Chemicals (PFC) on the Borough's Water System (VNHA Project #: B00FP-23005)

### **PROFESSIONAL REPORTS**

Borough Administrator - Donato Nieman  
Borough Attorney - Walter Bliss  
Borough Clerk - Betty Sterling  
Chief Financial Officer - Sandy Webb  
Chief of Police - Doug Pinelli  
Superintendent of Public Works - Rick Smith

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**CLOSED SESSION**

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

Attorney/Client - Borough Parking Lot

Negotiations - Beigene

Contract Negotiations - Capital Health

Personnel - Borough Administrator position

Professional Services Review

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

**ADJOURNMENT**

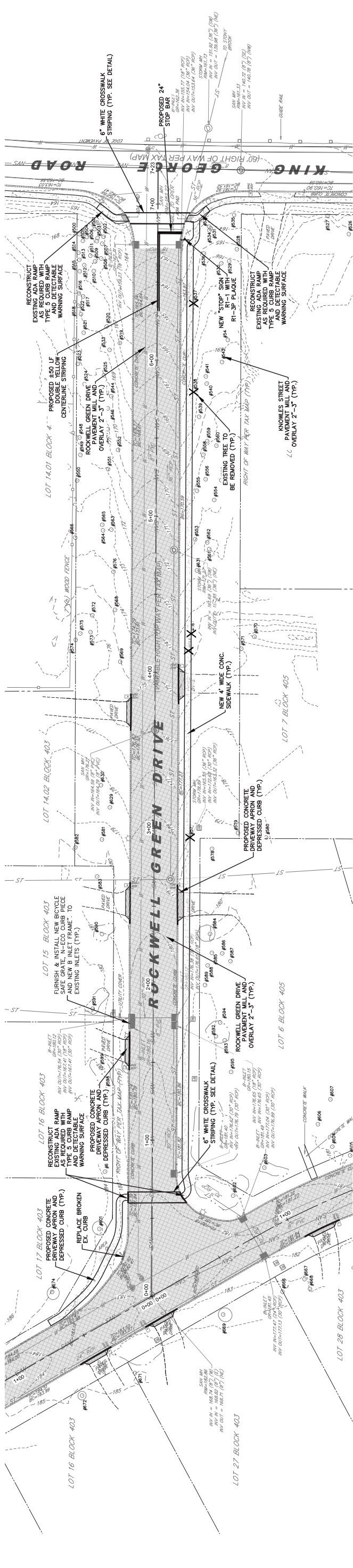


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GENERAL NOTES

- 1. THE PROJECT HORIZONTAL DATUM SHOWN HEREON IS IN THE NEW JERSEY STATE PLANE COORDINATE SYSTEM (NSPCS) NORTH AMERICAN DATUM (NAD) 1983, NATIONAL ADJUSTMENT (NA) 2011.
2. THE PROJECT VERTICAL DATUM SHOWN HEREON IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) (GEOID 128) AS DERIVED FROM NATIONAL GEODETIC SURVEY CONTROL STATIONS USING GNSS RTN OBSERVATIONS.
3. ALL LINEAR DIMENSIONS, ELEVATIONS AND COORDINATES, UNLESS OTHERWISE NOTED ARE U.S. SURVEY FEET (AT GRADE).

ABBREVIATIONS:

- BB = BOTTOM OF BANK
BC = BOTTOM OF CURB
DC = DEEPENED CURB
GV = GAS VALVE
IN = INVERT
RM = TOP OF MANHOLE
TC = TOP OF CURB
WV = WATER VALVE

PENNINGTON BOROUGH TAX MAP SHEET No. 4

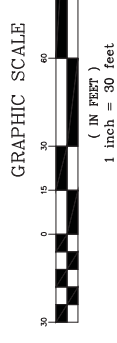


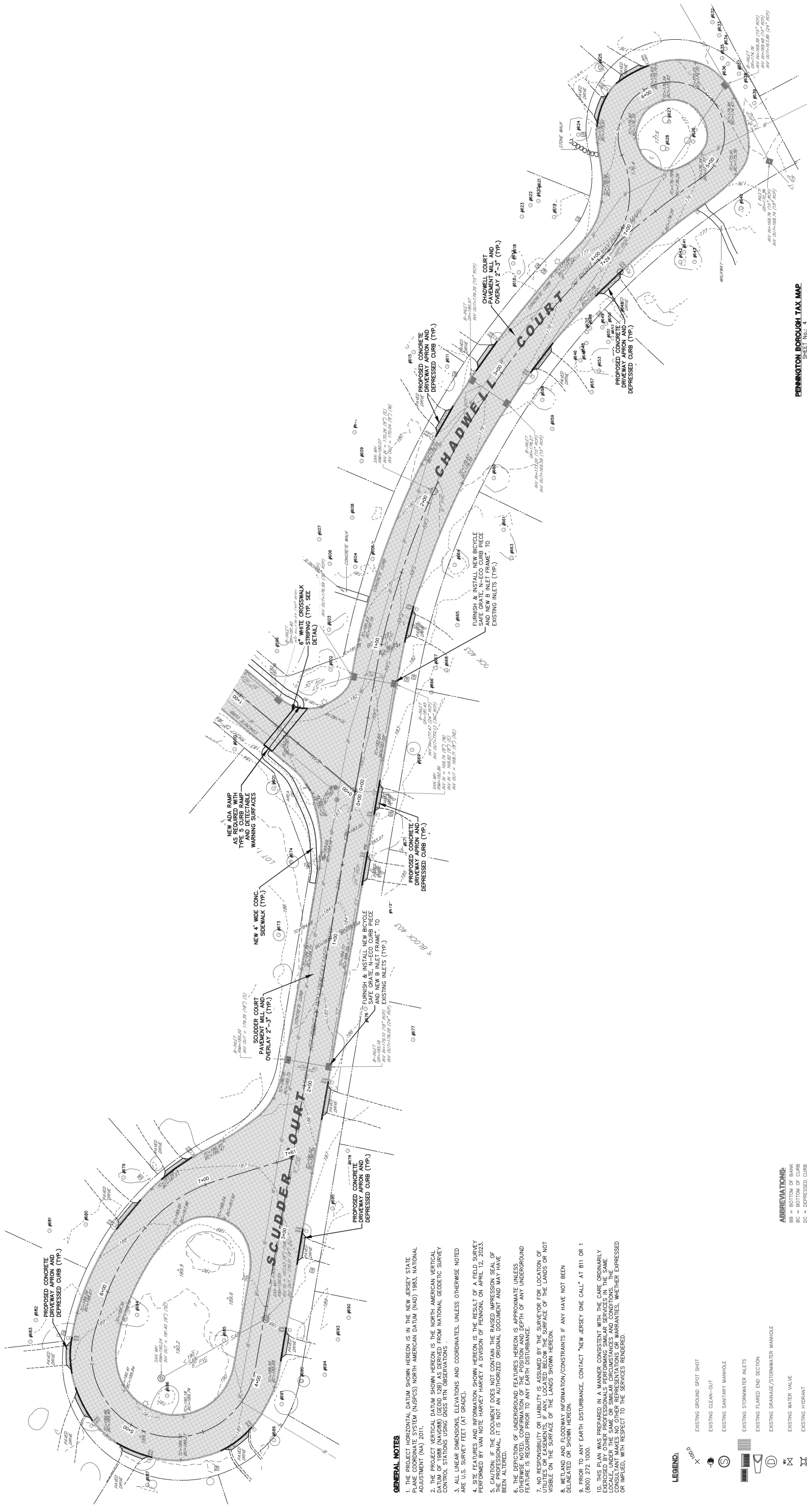
van note-harvey division of pennoni
103 College Road East • Princeton, NJ 08540 • 609-967-2333
www.vannoteharvey.com
Certificate of Authorization No. 246A0803300

CONCEPT LAYOUT PLAN 1
OF PORTIONS OF
ROCKWELL GREEN DRIVE, SCUDDER COURT,
AND CHADWELL COURT
PENNINGTON BOROUGH
SITUATED IN
MERCER CO., N.J.
SCALE: 1" = 30'

BRIAN R. PERRY
N.J. PROFESSIONAL ENGINEER LIC. NO. 62 45929
DATE: 07/08/23
DATE OF SCL:
07/08/23

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PENNINGTON BOROUGH TAX MAP SHEET No. 4





- GENERAL NOTES**
1. THE PROJECT HORIZONTAL DATUM SHOWN HEREON IS IN THE NEW JERSEY STATE PLANE COORDINATE SYSTEM (NAD83) NORTH AMERICAN DATUM (NAD) 1983, NATIONAL ADJUSTMENT (NA) 2011.
  2. THE PROJECT VERTICAL DATUM SHOWN HEREON IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) (GEOID 12B) AS DERIVED FROM NATIONAL GEODETIC SURVEY CONTROL STATIONS USING GNSS RTN OBSERVATIONS.
  3. ALL LINEAR DIMENSIONS, ELEVATIONS AND COORDINATES, UNLESS OTHERWISE NOTED ARE U.S. SURVEY FEET (AT GRADE).
  4. SITE FEATURES AND INFORMATION SHOWN HEREON IS THE RESULT OF A FIELD SURVEY PERFORMED BY VAN NOTE HARVEY A DIVISION OF PENNONI, ON APRIL 12, 2023.
  5. CAUTION: IF THE DOCUMENT DOES NOT CONTAIN THE RAISED IMPRESSION SEAL OF THE PROFESSIONAL ENGINEER, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.
  6. THE DEPICTION OF UNDERGROUND FEATURES HEREON IS APPROXIMATE UNLESS OTHERWISE NOTED. CONFIRMATION OF THE POSITION AND DEPTH OF ANY UNDERGROUND FEATURE IS REQUIRED PRIOR TO ANY EARTH DISTURBANCE.
  7. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY THE SURVEYOR FOR LOCATION OF ANY UTILITY OR UNDERGROUND FEATURES OR THE SURFACE OF THE LANDS OR NOT VISIBLE ON THE SURFACE OF THE LANDS SHOWN HEREON.
  8. METERS AND ROADWAY INFORMATION/CONSTRAINTS IF ANY HAVE NOT BEEN DELINEATED OR SHOWN HEREON.
  9. PRIOR TO ANY EARTH DISTURBANCE, CONTACT "NEW JERSEY ONE CALL" AT 811 OR 1 (800) 272 1000.
  10. THIS PLAN WAS PREPARED IN A MANNER CONSISTENT WITH THE CARE ORDINARILY EXERCISED BY A PROFESSIONAL ENGINEER UNDER THE SAME CIRCUMSTANCES AND CONDITIONS. THE CONSULTANT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED.

- LEGEND:**
- EXISTING GROUND SPOT SHOT
  - EXISTING CLEAN-OUT
  - EXISTING SANITARY MANHOLE
  - EXISTING STORMWATER INLETS
  - EXISTING FLARED END SECTION
  - EXISTING BRASS/STORMWATER MANHOLE
  - EXISTING WATER VALVE
  - EXISTING HYDRANT
  - EXISTING LIGHT POLE
  - EXISTING UTILITY BOX
  - EXISTING SIGNS
  - EXISTING UTILITY POLE
  - EXISTING JUNCTION BOX
  - EXISTING TREE LOCATION
- ABBREVIATIONS:**
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  - BC = BOTTOM OF CURB
  - DC = DEPRESSED CURB
  - GR = GRATE
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  - HW = HUB OF MANHOLE
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PENNINGTON BOROUGH TAX MAP  
SHEET No. 4

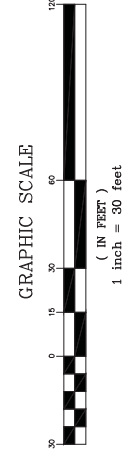
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211 Edgely Drive • Cape May Court House, NJ 08210 • 609-465-2800  
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www.pennoni.com

Certificate of Authorization  
No. 24GA0803300

**CONCEPT LAYOUT PLAN 2**  
OF PORTIONS OF  
ROCKWELL GREEN DRIVE, SCUDDER COURT,  
AND CHADWELL COURT  
PREPARED FOR  
PENNINGTON BOROUGH  
SITUATED IN  
MERCER CO., N.J.  
JULY 8, 2023

SCALE: 1" = 30'

DATE	07/08/23	DATE OF SCL.	
DRAWN BY	MDV	FIELD BK	
CHECKED BY	BMF	PAGE	777-77-77
DATE	07/08/23	ORDER No.	609P23002
		FILE No.	
		SHEET No.	2 OF 2



Pennington Environmental Commission (PEC)  
Report to the Borough Council  
September 5, 2023

**ARBORETUM:** The PEC participates in the joint committee that provides feedback on the development of the Pennington Arboretum. Last spring we were successful in recruiting volunteers who removed invasive species from the first enclosure area as well as other parts of the property.

**CARBON NEUTRAL BY 2035:** The PEC has a committee working on the mandates in the 2021 Borough Council resolution. We are currently preparing a comparison of the Borough's 2022 carbon footprint to the baseline year of 2018. We are also gathering options for reducing the Borough's carbon footprint and will be exploring some of them in more detail.

**COMPOSTING ORGANIC WASTE:** In January the PEC heard from Dolph Geurds (One Compost Can) about his curbside organic waste subscription service. We are looking for ways to promote residential organic waste composting either by individuals or via a subscriptions service. (See attached flyer from Pennington Day)

**ENVIRONMENTAL RESOURCE INVENTORY (ERI):** The finishing touches are being made to the ERI. The next step will be to send it to the Planning Board for public review and final adoption. It will be incorporated into the new Conservation Plan Element of the Master Plan. (See attached flyer from Pennington Day with an ERI Table of Contents)

**MASTER PLAN ELEMENTS:** The PEC is participating in the development of three Master Plan Elements. They are:

- Conservation Plan Element
- Green Buildings & Sustainability
- Recycling

**PENNINGTON DAY:** The PEC had a very successful booth at Pennington Day (May 20), in spite of the rainy weather. We borrowed two games from ANJEC which attracted many children and their families. We gathered volunteers for the Arboretum cleanup, and provided information about Organic Waste Composting and our ERI. (Handouts attached)

**VISION/MISSION:** As we were preparing for Pennington Day, some Commission members asked about our Mission, and the Master Plan committee has inquired about our Vision, so we have begun to draft Vision and Mission statements. These will be shared with the Borough Council via our Council Liaison, John Valenza, for feedback.

PENNINGTON ENVIRONMENTAL COMMISSION MEMBERSHIP

- Acting Chair Joann Held
- Member Nancy Fishman
- Member Brian Friedlich
- Member Jim Fuger
- Member Andy Jackson
- Member Kieran John
- Member Dan Rubenstein
- Alternate #1 Jasmine Zein
- Alternate #2 Nell Haughton
- Council Liasion John Valenza





## Become a Composter

### WHY?

1/3 of our food ends up as waste with most going to landfills where it produces methane, a potent greenhouse gas.

By composting you would keep your food waste out of landfills.

Your rotting food can be transformed into a soil enhancer!

It will also lower Pennington's trash bill which will also reduce your taxes.



## How to become a composter

There are 2 ways to become a composter:

- 1) Do it yourself
- 2) Partner with your community

Currently, Pennington does not provide a community means of capturing food waste. If you think the borough should, let us know at: [PennEnvComm@gmail.com](mailto:PennEnvComm@gmail.com)

But you can do it yourself by following the following guide.

### Equipment

- Metal or plastic trash can with lid  
(Your old garbage can before Pennington gave you the new one on wheels, ideally 32 gallons or larger)
- Aluminum screen fabric
- Epoxy adhesive or silicone caulk
- Plant-based organic waste
- Nitrogen fertilizer or compost starter (optional)



## Process

**Drill the Holes.** Drill holes around the trash can (lid, bottom, and sides) roughly 6 to 12 inches apart. These holes will provide the airflow and oxygen necessary to enhance the composting process.

**Attach the Screening.** Cut pieces of metal window screening large enough to cover each hole from inside the can with a patch of window screening. Secure it with epoxy or silicone caulk.

**Position Your Trash Can Composter.** Put your trash can composter in a convenient place. If possible, raise it up on a couple of bricks to allow air circulation under the can.

**Add Compostable Material.** Your 'green' vegetable waste should be mixed with 'brown' organics such as grass clippings, leaves, twigs or coffee grinds so that the organic mix is not too wet, nor too dry. A ratio of 4:1 of browns to greens will generate warmth and drive the conversion process..

**Monitor and Turn the Pile.** Dig into the pile with a pitchfork or turn the can on its side and roll it around. This will help mix and aerate the microbes, bacteria and fungi to help them decompose and break down your waste into simpler nutrients that your garden plants can use. Adding some fertilizer will provide 'food' for the decomposers which will speed up the process.

**Use the Compost.** When your compost is dark brown and crumbly, it is ready to be used. Apply it as mulch around shrubs, trees, and other plants or add it as a soil amendment before planting.

## ENVIRONMENTAL RESOURCES INVENTORY (ERI) OF PENNINGTON BOROUGH 2023

### Contents:

#### 1. INTRODUCTION

#### 2. HISTORY

#### 3. GEOLOGY

- Bedrock Geology
- Surficial Geology

#### 4. SOILS AND SLOPES

- Acreage of Soils by Type

#### 5. LAND USE

#### 6. OPEN SPACE

#### 7. WATER RESOURCES

- Streams
- Waterbodies
- Sub-Watersheds
- FEMA Floodplain Areas

#### 8. WASTEWATER AND SOLID WASTE MANAGEMENT

#### 9. CLIMATE AND AIR QUALITY

- Facilities in and Near Pennington with Air Pollution Control Permits

#### 10. LIGHT AND NOISE POLLUTION

#### 11. VEGETATION AND WILDLIFE

- Invasive Species Found in Mercer County
- Rare Wildlife Species or Wildlife Habitat in Pennington
- Rare Wildlife Species or Wildlife Habitat near Pennington
- Stream-Based Rare Wildlife Species or Wildlife Habitat in Pennington
- Stream-Based Rare Wildlife Species or Wildlife Habitat near Pennington

#### 12. CONTAMINATED SITES

#### 13. CONCLUSION

[www.penningtonboro.org/environmental-commission](http://www.penningtonboro.org/environmental-commission)



## OVERVIEW

This Environmental Resource Inventory (ERI) catalogues the Borough’s natural resources and characteristics and should be utilized by residents and officials in decision-making.

It will be useful to residents who wish to identify potential resource issues on their property and in their neighborhood as well as to officials reviewing development applications submitted for approval.

While the Borough’s natural resources are not as extensive as surrounding communities, they are nonetheless worthy of consideration in ongoing and future planning.

The ERI is not a static document, and will be reviewed and updated periodically, particularly as new data are developed and published.

Environmental regulations change frequently at the state level, and these changes will also be highlighted in future iterations of the ERI, as they can affect resource protection measures.

The Environmental Resources Inventory (ERI) will be incorporated as the data source in the Conservation Plan Element of Pennington Borough’s new Master Plan 2025.



**BOROUGH OF PENNINGTON  
ORDINANCE NO. 2023-14**

**AN ORDINANCE PROHIBITING CERTAIN STORMWATER  
DISCHARGES FROM ROOF LEADERS, DOWNSPOUTS, YARD  
DRAINS AND OTHER PIPES AND DRAINS INTO THE STORM  
SEWER SYSTEM AND PUBLIC RIGHT-OF-WAY**

**WHEREAS**, roof leaders, downspouts, yard drains and other pipes and drains discharging storm water directly or indirectly into the storm sewer system and public right-of-way increase the risk of flooding, cause early deterioration of road surfaces and create hazards on sidewalks and roadways, particularly in winter months, which endanger public safety;

**WHEREAS**, Borough Council seeks to prohibit physical connections to the storm sewer system that would cause storm-water discharges from roof leaders, downspouts, yard drains and other pipes and drains to discharge into the Borough’s storm sewer system and public right-of-way, and to prescribe penalties for noncompliance;

**NOW, THEREFORE, BE IT ORDAINED**, by the Borough Council of the Borough of Pennington, that Chapter 159 of the Code of the Borough of Pennington, concerning Sewer Use, is hereby amended (with deleted language crossed out and new language underlined) as follows:

1. Section 159-1.A, Definitions and Word Usage:

“As used in this chapter, the following terms shall have the meanings indicated:

\* \* \*

**ILLICIT CONNECTION.** Any physical or nonphysical connection that discharges domestic sewage, noncontact cooling water, process wastewater or other industrial waste (other than stormwater) to the municipal separate storm sewer system or public right-of-way operated by the Borough of Pennington, unless expressly permitted by or in accordance with this ordinance or that discharge is authorized under a NJPDES permit other than the Tier A Municipal Stormwater General Permit (NJPDES Permit Number NJ0141852). Nonphysical connections may include, but are not limited to, leaks, flows, or overflows into the municipal separate storm sewer system or public right of way.

\* \* \*

2. Section 159-37, Illicit Connections:

A. No person shall discharge or cause to be discharged through an illicit connection to the municipal separate storm sewer system or public right-of-way operated by the Borough any domestic sewage, noncontact cooling water, process wastewater, or other industrial waste (other than stormwater).

B. The Borough reserves the right to use whatever tests are available to determine the existence of illicit connections. It also reserves the right to inspect properties in order to enforce these prohibitions. If a test is used which might cause some discomfort if an illicit connection exists, it shall be recognized that any discomfort, or other effect of the test, is of less value and importance than the effects of such illicit connection on the health, comfort and welfare of the residents of the Borough and, consequently, there shall be no cause for action against the Borough in law or in equity.

C. Any person found to have made or caused any such discharge or to have constructed or permitted any illicit connection shall be punished by a fine not exceeding \$1,000, by imprisonment for a term not exceeding 90 days, or by a period of community service not exceeding 90 days, or by any combination thereof, except the minimum fine shall be \$100 per day for each day an unlawful discharge continues beyond the time limit provided for in the notice served by the Borough pursuant to Sec. 159-34 of this chapter. Each day a violation continues shall be deemed a separate offense. In addition, any person who makes or causes such discharges or constructs or permits any illicit connection shall be liable to the Borough for expense, loss or damage incurred by the Borough as a result of such violation, as provided in Sec. 159-35B of this chapter.

3. Section 159-38, Improper Disposal of Substances Into the Storm Sewer System.

A. Except as further set forth herein, no person shall spill, dump, dispose of or otherwise discharge fluids or substances other than stormwater in or into the municipal separate storm sewer system, and no person shall handle, store, dispose of or otherwise discharge fluids or substances in such a manner as to cause the discharge of such fluids or substances other than stormwater in or into the municipal separate storm sewer system.

B. No person shall construct or permit a pipe, trench, swale or other physical connection to discharge storm water into the municipal separate storm sewer system or onto any public right-of-way unless approved in advance and in writing by the Borough Engineer. With respect to any such advance approvals, the Borough Engineer may require that water be routed to a seepage pit with only the overflow discharging to the public right-of-way or municipal separate stormwater sewer system.

C. Discharges of the following fluids and substances into the municipal separate storm sewer system are not prohibited:

- (1) Discharge from waterlines and other potable water sources;
- (2) Uncontaminated groundwater (e.g., infiltration, crawl space or basement sump pumps otherwise permitted by this chapter, foundation or footing drains, rising ground waters);
- (3) Air-conditioning condensate (excluding contact and noncontact cooling water);
- (4) Irrigation water (including landscape and lawn watering runoff);
- (5) Flows from springs, riparian habitats and wetlands, water reservoir discharges and diverted stream flows;
- (6) Residential car washing water and residential swimming pool discharges;
- (7) Sidewalk, driveway and street wash water;
- (8) Flows from fire-fighting activities;
- (9) Flows of stormwater not caused by a physical connection prohibited by this ordinance.

D. Any person found to have made or caused a prohibited discharge into the municipal separate storm sewer system or public right-of-way shall be punished by a fine not exceeding \$1,000, by imprisonment for a term not exceeding 90 days, or by a period of community service not exceeding 90 days, or a combination thereof, except the minimum fine shall be \$100 per day for each day a prohibited discharge continues beyond the time limit provided for in the notice served by the Borough pursuant to Sec. 159-34 of this chapter. Each day a violation continues shall be deemed a separate offense. In addition, any person who makes or causes such discharges shall be liable to the Borough for consequent expense, loss or damage incurred by the Borough as provided in Sec. 159-35B of this chapter.

**BE IT FURTHER ORDAINED** that this ordinance shall be effective 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. 2023-14**

**AN ORDINANCE PROHIBITING CERTAIN STORMWATER  
DISCHARGES FROM ROOF LEADERS, DOWNSPOUTS, YARD  
DRAINS AND OTHER PIPES AND DRAINS INTO THE STORM  
SEWER SYSTEM AND PUBLIC RIGHT-OF-WAY**

**RECORD OF COUNCIL VOTE ON INTRODUCTION**

<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>	<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>
Angarone					Marciante				
Chandler					Stern				
Gnatt					Valenza				

**RECORD OF COUNCIL VOTE ON ADOPTION**

<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>	<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>
Angarone					Marciante				
Chandler					Stern				
Gnatt					Valenza				

**BOROUGH OF PENNINGTON  
ORDINANCE NO. 2023 - 12**

**ORDINANCE AMENDING CHAPTERS 83 AND 98 OF THE CODE OF THE  
BOROUGH OF PENNINGTON RELATING TO MECHANICAL INSPECTION FEES**

**WHEREAS**, the Construction Code Official of the Borough of Pennington, with the approval of the Finance Committee of Borough Council, has recommended that Mechanical Sub-Code Fees be added to the Borough Code;

**NOW THEREFORE BE IT ORDAINED** by the Borough Council of the Borough of Pennington that in accordance with these recommendations, Chapters 83 and 98 of the Code of the Borough of Pennington are amended as set forth below (with new language underlined and deleted language crossed out):

1. Section 83.8 of the Borough Code, concerning Mechanical Subcode Fees, is amended as follows:

~~There shall be no fees for mechanical inspections because the Borough does not issue mechanical permits.~~ Mechanical subcode fees for permitting shall be determined pursuant to Chapter 98.

2. Section 98-61 of Chapter 98 of the Borough Code, concerning “Additional Fees” shall be re-numbered Section 98-61A.

3. Section 98-61 shall then be amended to read as follows:

98-61. Mechanical Subcode Fees.

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

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

**BE IT FURTHER RESOLVED** that this ordinance shall be effective 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 - 12**

**ORDINANCE AMENDING CHAPTERS 83 AND 98 OF THE CODE OF THE  
BOROUGH OF PENNINGTON RELATING TO MECHANICAL INSPECTION FEES**

**RECORD OF COUNCIL VOTE ON INTRODUCTION**

<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>	<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>
Angarone					Marciante				
Chandler					Stern				
Gnatt					Valenza				

**RECORD OF COUNCIL VOTE ON ADOPTION**

<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>	<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>
Angarone					Marciante				
Chandler					Stern				
Gnatt					Valenza				

**BOROUGH OF PENNINGTON  
ORDINANCE 2023-13**

**BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$403,000 FOR PRELIMINARY PLANNING, ENVIRONMENTAL AND INVESTIGATIVE ANALYSIS AND ANY NECESSARY WORK OR IMPROVEMENTS IN CONNECTION WITH THE BOROUGH-OWNED LANDFILL AND ANY OTHER RELATED PROPERTIES FOR POTENTIAL REDEVELOPMENT IN AND BY THE BOROUGH OF PENNINGTON, IN THE COUNTY OF MERCER, NEW JERSEY, AND AUTHORIZING THE ISSUANCE OF \$403,000 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 \$403,000, such sum being in addition to the \$125,000 appropriated therefor by Bond Ordinance #2017-4 ("Bond Ordinance #2017-4), as supplemented by Bond Ordinance #2018-9 ("Bond Ordinance #2018-9) of the Borough appropriating another \$225,000, finally adopted March 6, 2017, as supplemented July 2, 2018, including a grant expected to be received from the State of New Jersey Department of Environmental Protection in the amount of \$398,002 (the "State Grant"). No down payment is required pursuant to N.J.S.A. 40A:2-11(c) as the improvement or purpose referred to in Section 3(a) is being partially funded by the State Grant.

Section 2. In order to finance the additional cost of the improvement or purpose and in anticipation of receipt of the State Grant, negotiable bonds are hereby authorized to be issued in the principal amount of \$403,000 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 preliminary planning, environmental and investigative analysis and any necessary work or improvements in connection with the Borough-owned landfill and any other related properties for potential redevelopment purposes, including all work and materials necessary therefor and incidental thereto, as described in Bond Ordinance #2017-4, as supplemented by Bond Ordinance #2018-9.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is \$753,000, including the \$125,000 authorized by Bond Ordinance #2017-4, the \$225,000 authorized by Bond Ordinance #2018-9 and the \$403,000 bonds or bond anticipation notes authorized herein.

(c) The estimated cost of the improvement or purpose is \$753,000, including the \$125,000 appropriated by Bond Ordinance #2017-4, the \$225,000 authorized by Bond Ordinance #2018-9 and the \$403,000 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 40 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 \$403,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.
- (d) An aggregate amount not exceeding \$354,998 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, \$125,000 was estimated for these items of expense in Bond Ordinance #2017-4, \$225,000 was estimated for these items of expenses in Bond Ordinance #2018-9 and an additional \$4,998 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: \_\_\_\_\_

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

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

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

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

ATTEST:

APPROVED:

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

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

**BOROUGH OF PENNINGTON  
ORDINANCE 2023-13**

**BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$403,000 FOR PRELIMINARY PLANNING, ENVIRONMENTAL AND INVESTIGATIVE ANALYSIS AND ANY NECESSARY WORK OR IMPROVEMENTS IN CONNECTION WITH THE BOROUGH-OWNED LANDFILL AND ANY OTHER RELATED PROPERTIES FOR POTENTIAL REDEVELOPMENT IN AND BY THE BOROUGH OF PENNINGTON, IN THE COUNTY OF MERCER, NEW JERSEY, AND AUTHORIZING THE ISSUANCE OF \$403,000 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					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				



Mill and Overlay Projects (Roads adjacent to County Roads)		
Road	Year Last Paved	Approximate Asphalt Costs
Knowles Street (to Woolsey)	2023	\$ 20,400.00
Railroad Place	approx 1988	\$ 20,400.00
East Franklin Avenue	2018	\$ 15,300.00
West Franklin Avenue (S Main to Green)		\$ 22,950.00
Brookside Avenue	2008-2009	\$ 17,850.00
Borough Hall Parking Lot		\$ 51,000.00
Academy Avenue	2018	\$ 17,340.00
Lanning Avenue (to Burd)	2018	\$ 17,850.00
East Curlis Avenue (to Abey)	2019	\$ 46,920.00
West Curlis Avenue	2014	\$ 17,340.00
East Welling Avenue (to Baldwin)	2022	\$ 58,650.00
West Welling Avenue	2005	\$ 13,260.00
Baldwin Street <i>*applied for*</i>	2007-2008	\$ 43,860.00
Vannoy Avenue	2006-2007	\$ 30,600.00
Old PW Driveway	Gravel	\$ 15,300.00
Green Street	2011	\$ 40,800.00
Burd Street (to Academy)	2020	\$ 20,400.00
Eglantine Avenue (to East Franklin)	2018 or 2019	\$ 71,400.00
Abey Drive (to Queens) <i>*applied for*</i>	2020	\$ 25,500.00
North Riding Drive	approx 1985	\$ 35,700.00
Walking Purchase Drive	approx 1985	\$ 25,500.00
Fitzcharles Drive	approx 1985	\$ 30,855.00
King George Road (to Rockwell Green - Lower KGR)	2012-2013	\$ 44,880.00
Sked Street (to Welling)	2012	\$ 72,930.00
Burd Street (to Welling)	2021	\$ 25,245.00

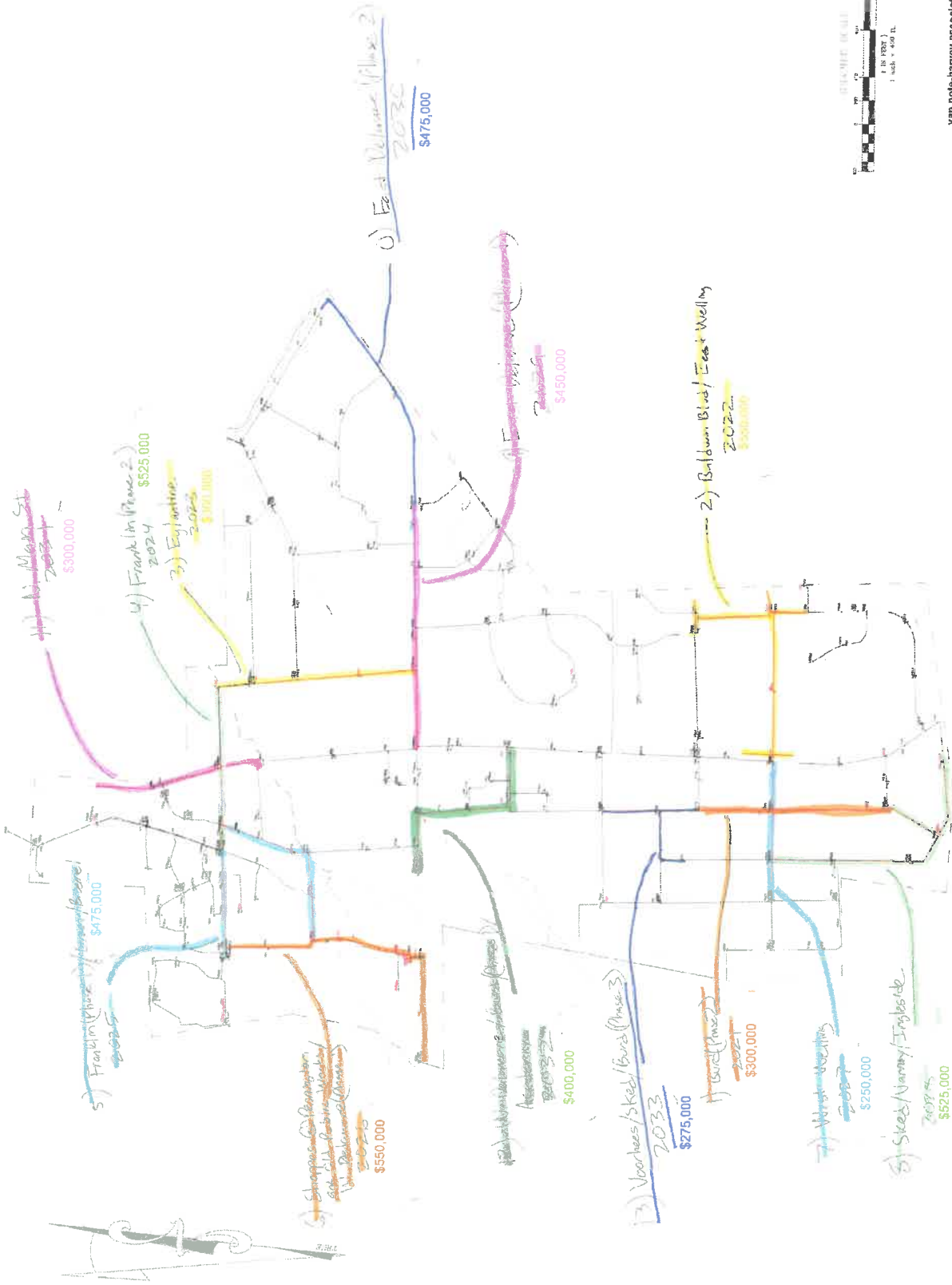
Estimated Price of Asphalt (\$/Ton)                      \$        85.00

Green - good

Orange - fair

Red - poor

Blue - project applied for or underway



van note-harvey associates, inc.  
Figure 7-1  
April 17, 2018

Item 11.

# Safe Routes Grant Application

jdavy@penningtonboro.org

Fri 9/1/2023 3:23 PM

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

## FOR THE COUNCIL AGENDA

This past week I convened a meeting with Nadine (PW Chair), Kit (Public Safety Chair), Rick, Doug, Betty, Donato and Mona re: the call for the Safe Routes Grant Application.

The group suggests we seek funding for the following projects:

- Pedestrian School Crossing Flashing Lights at 1) E. Welling and Main Street and 2) Abey and West Delaware Avenue.
- Installation of a speed table at Burd and Welling to coincide with the existing crosswalk.
- Installation of a crosswalk at the point of the speed table at Curlis and Abey. This will entail the moving of a utility pole.

We did not want Brandon to proceed in developing costs or an application without the Council's authorization.

Jim Davy

**BOROUGH OF PENNINGTON  
RESOLUTION 2023 – 9.1**

**RESOLUTION AUTHORIZING REFUNDS**

**BE IT RESOLVED** that a refund be issued from the Current Fund to Kathleen A. Edwards, Trust, 3 Rockwell Green, Pennington, NJ 08534 for refund of overpayment of 3<sup>rd</sup> Quarter Taxes in the amount of \$5,144.31 for 3 Rockwell Green, Block 403, Lot 16.

**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 September 5, 2023.

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



**BOROUGH OF PENNINGTON  
RESOLUTION 2023 – 9.2**

**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 \$ 1,243,771.90 from the following accounts:

Current	\$ 1,079,329.79
W/S Operating	\$ 59,728.84
Grant Fund	\$ 16,067.37
Developer’s Escrow	\$ 11,426.10
General Capital	\$ 28,565.00
Water/Sewer Capital	\$ 10,700.00
Other Trust Fund	\$ 37,950.00
Animal Control Trust	\$ 4.80
<b>TOTAL</b>	<b>\$ 1,243,771.90</b>

**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 September 5, 2023.

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

TO: Mayor & Council  
SUBJECT: Time Sensitive Payments  
Bank of Princeton  
BILL LIST: 5-Sep-23

Current Fund

Ck 18814		Void	\$	(8,993.62)	
Ck 18815	23-00680	Cugino's Penningotn LLC	\$	225.00	
CK 18816	23-00677	Deidre Durling	\$	100.00	
Ck 18817	23-00679	Kevin McInerny/Shweta Narayan	\$	3,756.71	
CK 18818	23-00678	Corelogic Centralized Refunds	\$	5,236.91	
Wire 12203	23-00684	Boro of Pennington - Capital	\$	33,000.00	
Wire 12204	23-00689	Payroll Account	\$	64,369.43	
Wire 12206	23-00686	Payroll Account - Health Ben Active	\$	15,416.78	
Wire 12207	23-00687	Payroll Account - Health Ben Retired	\$	5,673.33	
Wire 12208	23-00690	Payroll Account - DCRP - Pd 8/15/23	\$	190.36	
Wire 12209	23-00728	Payroll Account	\$	72,805.53	
Wire 12211	23-00731	Payroll Account - DCRP - Pd 8/31/23	\$	179.17	
	23-00524	Hopewell Valley Regional School District	\$	768,214.76	Due 10/1/23
	23-00735	Payroll Account - Health Ben Active	\$	15,416.78	Due 9/15/23
	23-00736	Payroll Account - Health Ben Retired	\$	4,494.03	Due 9/15/23
			\$	<b>980,105.17</b>	

Water/Sewer Operating

CK 5823	23-00681	Foundation Title, LLC	\$	516.47	
Wire 22205	23-00689	Payroll Account	\$	12,716.50	
Wire 12206	23-00686	Payroll Account - Health Ben Active	\$	6,607.19	
Wire 12207	23-00687	Payroll Account - Health Ben Retired	\$	2,266.69	
Wire 22210	23-00728	Payroll Account	\$	12,890.24	
	23-00735	Payroll Account - Health Ben Active	\$	6,607.19	Due 9/15/23
	23-00736	Payroll Account - Health Ben Retired	\$	1,761.28	Due 9/15/23
			\$	<b>43,365.56</b>	

Trust Fund

Wire 12208	23-00689	Payroll Account	\$	17,200.00	
Wire 12210	23-00728	Payroll Account	\$	20,750.00	
			\$	<b>37,950.00</b>	

TOTAL \$ 1,061,420.73

Purchase Order Listing By Vendor Name

P.O. Type: All  
 Range: First to Last  
 Format: Detail without Line Item Notes First Enc Date Range: First to Last  
 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	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
HOUST005 Ariel Houston	23-00020 01/23/23 Court Reporter - 2023	B	100.00	3-01-43-490-000-267	B MUNICIPAL COURT: Other Services	R	08/21/23	08/21/23	08-03-23	08-03-23	N
	12 Court Reporter - Aug 3, 2023		100.00								
	Vendor Total:		100.00								
BAKER Baker & Taylor - Books	23-00655 08/03/23 Purchase of Books - July 2023										
	1 Acct #: L0757713 - 5018414989		46.51	3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	08/03/23	08/21/23	5018414989		N
	2 Acct #: L0757713 - 5018429723		36.30	3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	08/03/23	08/21/23	5018429723		N
	3 Acct #: L0757713 - 5018435151		45.85	3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	08/03/23	08/21/23	5018435151		N
	4 Acct #: L0757713 - 3285795		20.30	3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	08/03/23	08/21/23	3285795		N
	5 Acct #: L0757713 - 5018455196		13.60	3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	08/03/23	08/21/23	5018455196		N
	6 Acct #: L0757713 - 3286106		23.20	3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	08/03/23	08/21/23	3286106		N
	7 Acct #: L4065523 - 5018424336		49.15	3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	08/03/23	08/21/23	5018424336		N
	8 Acct #: L5210893 - 5018419824		56.80	3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	08/03/23	08/21/23	5018419824		N
	9 Acct #: L5210893 - 5018434901		76.11	3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	08/03/23	08/21/23	5018434901		N
	10 Acct #: L5210893 - 5018448408		125.88	3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	08/03/23	08/21/23	5018448408		N
	11 Acct #: L5210893 - 5018462748		135.49	3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	08/03/23	08/21/23	5018462748		N
	12 Acct #: L5216343 - 5018419780		17.61	3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	08/03/23	08/21/23	5018419780		N
	13 Acct #: L5216343 - 5018456675		244.07	3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	08/03/23	08/21/23	5018456675		N
	14 75023385 - H65570770		21.44	3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	08/03/23	08/21/23	H65570770		N
	Vendor Total:		825.31								
BISHSALE Bish Sales & Service	23-00003 01/20/23 Equipment Supply - 2023	B	50.00	3-01-26-290-000-226	B STREETS: Equip. Maintenance	R	01/20/23	08/08/23	28825		
	6 Inv. 28825 - 2 Cycle Mix										
	Vendor Total:		50.00								
23-00674 08/09/23 Husqvarna Zero Turn Mower			10,700.00	W-06-07-009-000-250	B ORD 2007-9 IMPRV TO WATER/SEWER UTIL	R	08/09/23	08/21/23	28854		
	Husqvarna Zero Turn Mower										

Item 22.

Vendor # Name	PO # PO Date Description	Item Description	Contract PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl																																																				
<b>BISHSALE Bish Sales &amp; Service</b>																																																																
23-00712 08/22/23 Trimmer Parts/Attachment																																																																
1 Trimmer Attachment (Z560X)																																																																
2 Shoot Plate for Z560X																																																																
<table border="0"> <tr> <td>125.00</td> <td>3-01-26-290-000-225</td> <td>B STREETS: Equipment / EQUIPMENT RENTAL</td> <td>R</td> <td>08/22/23</td> <td>09/01/23</td> <td></td> <td></td> <td>28907</td> <td></td> <td></td> <td></td> <td>N</td> </tr> <tr> <td>295.00</td> <td>3-01-26-290-000-225</td> <td>B STREETS: Equipment / EQUIPMENT RENTAL</td> <td>R</td> <td>08/22/23</td> <td>09/01/23</td> <td></td> <td></td> <td>28907</td> <td></td> <td></td> <td></td> <td>N</td> </tr> <tr> <td>420.00</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>													125.00	3-01-26-290-000-225	B STREETS: Equipment / EQUIPMENT RENTAL	R	08/22/23	09/01/23			28907				N	295.00	3-01-26-290-000-225	B STREETS: Equipment / EQUIPMENT RENTAL	R	08/22/23	09/01/23			28907				N	420.00																									
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295.00	3-01-26-290-000-225	B STREETS: Equipment / EQUIPMENT RENTAL	R	08/22/23	09/01/23			28907				N																																																				
420.00																																																																
Vendor Total: 11,170.00																																																																
<b>BRITTON Britton Industries, Inc.</b>																																																																
23-00004 01/20/23 Tripping Fees-Wood Chips/Brush																																																																
24 Inv. 1011566-In - Brush																																																																
25 Inv. 1014164-In - Brush																																																																
26 Inv. 1016759-IN - Brush																																																																
<table border="0"> <tr> <td>264.87</td> <td>G-02-44-926-000-250</td> <td>B Solid Waste Recycling</td> <td>R</td> <td>01/20/23</td> <td>08/10/23</td> <td></td> <td></td> <td>1011566-IN</td> <td></td> <td></td> <td></td> <td>N</td> </tr> <tr> <td>268.46</td> <td>G-02-44-926-000-250</td> <td>B Solid Waste Recycling</td> <td>R</td> <td>08/10/23</td> <td>08/21/23</td> <td></td> <td></td> <td>1014164-IN</td> <td></td> <td></td> <td></td> <td>N</td> </tr> <tr> <td>289.24</td> <td>G-02-44-926-000-250</td> <td>B Solid Waste Recycling</td> <td>R</td> <td>08/10/23</td> <td>08/23/23</td> <td></td> <td></td> <td>1016759-IN</td> <td></td> <td></td> <td></td> <td>N</td> </tr> <tr> <td>822.57</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>													264.87	G-02-44-926-000-250	B Solid Waste Recycling	R	01/20/23	08/10/23			1011566-IN				N	268.46	G-02-44-926-000-250	B Solid Waste Recycling	R	08/10/23	08/21/23			1014164-IN				N	289.24	G-02-44-926-000-250	B Solid Waste Recycling	R	08/10/23	08/23/23			1016759-IN				N	822.57												
264.87	G-02-44-926-000-250	B Solid Waste Recycling	R	01/20/23	08/10/23			1011566-IN				N																																																				
268.46	G-02-44-926-000-250	B Solid Waste Recycling	R	08/10/23	08/21/23			1014164-IN				N																																																				
289.24	G-02-44-926-000-250	B Solid Waste Recycling	R	08/10/23	08/23/23			1016759-IN				N																																																				
822.57																																																																
Vendor Total: 822.57																																																																
<b>CENTRO05 Central Jersey Equipment</b>																																																																
23-00672 08/09/23 PM Service for 2 Leaf Vacs																																																																
1 PM Service for 2 Leaf Vacs																																																																
<table border="0"> <tr> <td>2,405.08</td> <td>3-01-26-290-000-226</td> <td>B STREETS: Equip. Maintenance</td> <td>R</td> <td>08/09/23</td> <td>09/01/23</td> <td></td> <td></td> <td>1420789</td> <td></td> <td></td> <td></td> <td>N</td> </tr> </table>													2,405.08	3-01-26-290-000-226	B STREETS: Equip. Maintenance	R	08/09/23	09/01/23			1420789				N																																							
2,405.08	3-01-26-290-000-226	B STREETS: Equip. Maintenance	R	08/09/23	09/01/23			1420789				N																																																				
Vendor Total: 2,405.08																																																																
<b>CENTU005 Century Pest Control</b>																																																																
23-00115 02/03/23 Pest Control Services - 2023																																																																
8 Inv. 18416 - July- Service																																																																
<table border="0"> <tr> <td>190.00</td> <td>3-01-26-310-000-227</td> <td>B BOROUGH PROP: Building Maint.</td> <td>R</td> <td>02/03/23</td> <td>09/01/23</td> <td></td> <td></td> <td>18416</td> <td></td> <td></td> <td></td> <td>N</td> </tr> </table>													190.00	3-01-26-310-000-227	B BOROUGH PROP: Building Maint.	R	02/03/23	09/01/23			18416				N																																							
190.00	3-01-26-310-000-227	B BOROUGH PROP: Building Maint.	R	02/03/23	09/01/23			18416				N																																																				
Vendor Total: 190.00																																																																
<b>IRIZA005 Christine Irizarry</b>																																																																
23-00704 08/21/23 Court - August 17, 2023																																																																
1 Court - August 17, 2023																																																																
<table border="0"> <tr> <td>178.00</td> <td>3-01-43-490-000-267</td> <td>B MUNICIPAL COURT: Other Services</td> <td>R</td> <td>08/21/23</td> <td>08/28/23</td> <td></td> <td></td> <td>8/17/23</td> <td></td> <td></td> <td></td> <td>N</td> </tr> </table>													178.00	3-01-43-490-000-267	B MUNICIPAL COURT: Other Services	R	08/21/23	08/28/23			8/17/23				N																																							
178.00	3-01-43-490-000-267	B MUNICIPAL COURT: Other Services	R	08/21/23	08/28/23			8/17/23				N																																																				
Vendor Total: 178.00																																																																
<b>CINTAS01 Cintas Corporation</b>																																																																
23-00642 08/01/23 Janitorial - Senior Center																																																																
Inv. 4160104650 - Sr. Center																																																																
<table border="0"> <tr> <td>91.45</td> <td>3-01-26-310-000-228</td> <td>B BOROUGH PROP: Maint. Sr Center</td> <td>R</td> <td>08/01/23</td> <td>08/09/23</td> <td></td> <td></td> <td>4160104650</td> <td></td> <td></td> <td></td> <td>N</td> </tr> </table>													91.45	3-01-26-310-000-228	B BOROUGH PROP: Maint. Sr Center	R	08/01/23	08/09/23			4160104650				N																																							
91.45	3-01-26-310-000-228	B BOROUGH PROP: Maint. Sr Center	R	08/01/23	08/09/23			4160104650				N																																																				
Vendor Total: 178.00																																																																

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																Excl	
<b>CINTAS01 Cintas Corporation</b>																	
23-00642 08/01/23 Janitorial - Senior Center Continued																	
2	Inv. 4162886653 - Sr. Center				3-01-26-310-000-228		114.80		B BOROUGH PROP: Maint. Sr Center	R		08/01/23	08/09/23		4162886653	N	
							206.25										
23-00643 08/01/23 Uniform Rental - July 2023																	
1	Inv. 4160541018 - Uniforms				3-01-26-290-000-286		81.06		B STREETS: Uniforms & Clothing	R		08/01/23	08/09/23		4160541018	N	
2	Inv. 4160541018 - Janitorial				3-01-26-310-000-273		15.29		B BOROUGH PROP: Janitorial Supp.	R		08/01/23	08/09/23		4160541018	N	
3	Inv. 4161205931 - Janitorial				3-01-26-310-000-273		83.22		B BOROUGH PROP: Janitorial Supp.	R		08/01/23	08/09/23		4161205931	N	
4	Inv. 4161205931 - Uniforms				3-01-26-290-000-286		81.06		B STREETS: Uniforms & Clothing	R		08/01/23	08/09/23		4161205931	N	
5	Inv. 4161922134 - Uniforms				3-01-26-290-000-286		81.06		B STREETS: Uniforms & Clothing	R		08/01/23	08/09/23		4161922134	N	
6	Inv. 4161922134 - Janitorial				3-01-26-310-000-273		11.99		B BOROUGH PROP: Janitorial Supp.	R		08/01/23	08/09/23		4161922134	N	
7	Inv. 4162565388 - Janitorial				3-01-26-310-000-273		83.22		B BOROUGH PROP: Janitorial Supp.	R		08/01/23	08/09/23		4162565388	N	
8	Inv. 4162565388 - Uniforms				3-01-26-290-000-286		81.06		B STREETS: Uniforms & Clothing	R		08/01/23	08/09/23		4162565388	N	
							517.96										
23-00644 08/01/23 Janitorial - Borough Hall																	
1	Inv. 4161205759 - Janitorial				3-01-26-310-000-273		37.69		B BOROUGH PROP: Janitorial Supp.	R		08/01/23	08/09/23		4161205759	N	
2	Inv. 4162565101 - Janitorial				3-01-26-310-000-273		251.24		B BOROUGH PROP: Janitorial Supp.	R		08/01/23	08/09/23		4162565101	N	
							288.93										
23-00645 08/01/23 Janitorial - Public Works																	
1	Inv. 4160541213 - Jan. Pub Wks				3-01-26-310-000-273		138.65		B BOROUGH PROP: Janitorial Supp.	R		08/01/23	08/09/23		4160541213	N	
2	Inv. 4161206164 - Jan. Pub Wks				3-01-26-310-000-273		41.67		B BOROUGH PROP: Janitorial Supp.	R		08/01/23	08/09/23		4161206164	N	
3	Inv. 4161922269 - Jan. Pub Wks				3-01-26-310-000-273		35.00		B BOROUGH PROP: Janitorial Supp.	R		08/01/23	08/09/23		4161922269	N	
4	Inv. 4162565350 - Jan. Pub Wks				3-01-26-310-000-273		151.78		B BOROUGH PROP: Janitorial Supp.	R		08/01/23	08/09/23		4162565350	N	
							367.10										
							Vendor Total:										1,380.24
<b>CMDPE005 CMD Performance &amp; Hydraulics</b>																	
23-00702 08/21/23 Emerg. Repair - Garbage Truck																	
1	Emerg. Repair - Garbage Truck				3-01-26-305-000-277		379.44		B TRASH: Vehicle Expenses	R		08/21/23	08/28/23		8-15-23	N	
							Vendor Total:										379.44

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	Invoice	1099
										Date		Excl
DEER CAR	Deer Carcass Removal Service											
23-00658	08/04/23 Inv. 3367 - Deer Removal		90.00		3-01-26-290-000-275	B STREETS: Deer Carcass Removal	R	08/04/23	08/21/23		3367	N
	1 Inv. 3367 - Deer Removal											
	Vendor Total:		90.00									
DEMCO	DEMCO, Inc.											
23-00654	08/03/23 Custom Engraved Sign		294.78		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	08/03/23	08/21/23		7337487	N
	1 Inv. 7337487 - Custom Engraved											
	Vendor Total:		294.78									
EAGLE005	Eagle Janitorial Services											
23-00183	02/23/23 Janitorial - March-Dec 2023		1,457.50		3-01-26-310-000-229	B BOROUGH PROP: Cleaning Service	R	03/07/23	08/21/23		34486	N
	10 Inv. 34486 - August											
	Vendor Total:		1,457.50									
EAGLE015	Eagle Point Gun/T.J Morris & S											
22-00571	06/23/22 Ammunition and Targets		2,280.00		2-01-25-240-000-242	B POLICE: Police Supplies / Ammunition	R	06/23/22	08/11/23		136072	N
	8 Inv. 136072 - 53620											
	Vendor Total:		2,280.00									
EBSCO	EBSCO Subscription Services											
23-00701	08/21/23 Inv. 7986853 - Subscriptions		932.05		3-01-29-390-000-242	B LIBRARY: Books/Materials/Publications	R	08/21/23	09/01/23		7986853	N
	1 Inv. 7986853 - Subscriptions											
	Vendor Total:		932.05									
ENFOR005	ENFORSYS, INC.											
23-00042	01/24/23 Annual Access to NIBRS		440.00		3-01-25-240-000-260	B POLICE: Other Services	R	01/24/23	08/23/23		11512	N
	1 Inv. 11512 - Managed Service											
	Vendor Total:		440.00									

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	Date	Invoice	1099	Excl
EXCEL005	Excel Environmental Resources	21-00733	09/24/21	Supplemental Remedial Invest.	B		15,244.80	G-02-44-974-000-250	B	HAZARDOUS DISCHARGE SITE REMED	R	09/24/21	08/10/23	23132				N
	9 Inv. 23132 - Supplemental RI																	
	Vendor Total:						15,244.80											
FEDEXP01	Federal Express Corporation	23-00694	08/21/23	Shipment to CDR - Police			45.73	3-01-25-240-000-210	B	POLICE: Postage	R	08/21/23	08/21/23	8-222-72900				N
	1 Inv. 8-222-72900 - Shipment to																	
	Vendor Total:						45.73											
ATMOBIL	First Net (AT&T)	23-00739	09/01/23	MDT Service - August 2023			161.96	3-01-31-440-000-264	B	TELEPHONE - Police	R	09/01/23	09/01/23	287290842947X08				N
	1 MDT Service - August 2023																	
	Vendor Total:						161.96											
GLENN005	Glenn A. Dobron Electrical	23-00653	08/03/23	Emergency Repair - Well 8			415.50	3-05-55-501-000-226	B	WATER: Equip. Maintenance	R	08/03/23	08/21/23	5292				N
	1 Emergency Repair - Well 8																	
	Vendor Total:						415.50											
HEATHLUM	Heath Lumber	23-00008	01/20/23	Shop Supplies - 2023			18.87	3-01-26-290-000-270	B	STREETS: Hardware /Tools/ Shop Supplies	R	01/20/23	08/21/23	2308-C22375				N
	4 Inv. 2308-C22375 - Mason Bit																	
	Vendor Total:						18.87											
HODULI01	Hodulik & Morrison PA	22-00172	02/15/22	Audit Services - 2021			3,500.00	2-01-29-390-000-250	B	LIBRARY: Consultant (Auditor)	R	02/15/22	08/21/23	744395				N
	9 Inv. 744395 - Progress																	
	Vendor Total:						3,500.00											
23-00484	06/01/23 2022 Audit Services						5,500.00	3-01-29-390-000-250	B	LIBRARY: Consultant (Auditor)	R	06/01/23	08/21/23	744395				N
	8 Inv. 744395 - Progress Billing																	
	9 Inv. 744395 - Misc charges						35.00	3-01-29-390-000-250	B	LIBRARY: Consultant (Auditor)	R	08/21/23	08/21/23	744395				N
	Inv. 744392 - Final Invoice						500.00	3-01-20-130-000-250	B	FINANCE: Consultants - Audit	R	06/01/23	08/28/23	744392				N

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Vendor #	Name	PO #	PO Date	Description	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
<b>HODULI01 Hodulik &amp; Morrison PA</b>														
23-00484 06/01/23 2022 Audit Services Continued														
11	Inv. 744392 - Final Invoice				1,750.00	3-05-55-501-000-250		B WATER: Consultants (Audit)	R	06/01/23	08/28/23		744392	N
12	Inv. 744392 - Final Invoice				1,750.00	3-05-55-502-000-250		B SEWER: Consultants (Audit)	R	06/01/23	08/28/23		744392	N
					9,535.00									
	Vendor Total:				13,035.00									
<b>KYLE0005 James Kyle, PP/AICP</b>														
23-00247 03/08/23 Planning Board Planner - 2023 B														
4	Inv. 4261 - General Planning				1,117.20	3-01-21-180-000-250		B PLANNING BOARD: Consultants	R	03/08/23	08/21/23		4261	N
5	Inv. 4639 - General Planning				73.50	3-01-21-180-000-250		B PLANNING BOARD: Consultants	R	03/08/23	09/01/23		4639	N
					1,190.70									
<b>23-00662 08/08/23 Escrow July 2023</b>														
1	Inv. 4637 - Penn School				1,411.20	E-16-22-003-000-250		B Pennington School - MP Review	R	08/08/23	08/21/23		4637	N
2	Inv. 4635 - Scope FLP				441.00	E-16-23-005-000-250		B SCOPE FLP PENNINGTON - CONSULTANTS	R	08/08/23	08/21/23		4635	N
3	Inv. 4638 - Prendergast				867.30	E-16-23-006-000-250		B PRENDERGAST - CONSULTANTS	R	08/08/23	08/21/23		4638	N
					2,719.50									
<b>23-00697 08/21/23 Escrow-Agrain 8.1.23</b>														
1	Inv. 4636- Escrow - Agrain				1,146.60	E-16-22-008-000-250		B HARBAT - VARIANCE APPL.	R	08/21/23	08/28/23		4636	N
	Vendor Total:				5,056.80									
<b>MINOLTA Konica Minolta Premier Finance</b>														
23-00083 01/31/23 Copier Lease - 2022 B														
10	Inv. 508559614 - Sept 2023				203.29	3-01-20-100-000-226		B ADMIN: Equip Maint (Copier/Post Meter)	R	01/31/23	08/22/23		508559614	N
	Vendor Total:				203.29									
<b>KULAK010 Kulak Arms &amp; Outfitters LLC</b>														
23-00669 08/09/23 Uniforms - Friedman														
1	Uniforms - Friedman				1,074.00	3-01-25-240-000-286		B POLICE: Uniforms & Clothing	R	08/09/23	08/10/23			N
	Vendor Total:				1,074.00									



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 Exc1
SCHMIED1 Mason, Griffin & Pierson	23-00136 02/13/23 Legal Services - Planning Bd.			B								
	8 Inv. 88055 - Legal Services	220.00	3-01-21-180-000-261		B PLANNING BOARD: Legal Services	R		02/13/23	08/09/23		88055	N
23-00682 08/10/23 Escrow 8.2.23												
	1 Inv. 88061 - Penn School	580.00	E-16-22-003-000-250		B Pennington School - MP Review	R		08/10/23	08/21/23		88061	N
	2 Inv. 88061 - Prendergast	480.00	E-16-23-006-000-250		B PRENDERGAST - CONSULTANTS	R		08/10/23	08/21/23		88061	N
	3 Inv. 88060 - Scope, FLP	360.00	E-16-23-005-000-250		B SCOPE FLP PENNINGTON - CONSULTANTS	R		08/10/23	08/21/23		88060	N
	4 Inv. 88057 - Zhang	240.00	E-16-22-007-000-250		B ZHANG, QUN - VARIANCE APPLICATION	R		08/10/23	08/21/23		88057	N
		1,660.00										
23-00698 08/21/23 Escrow Agrain 8.2.23												
	1 Inv. 88059 - Agrain	440.00	E-16-22-008-000-250		B HARBAT - VARIANCE APPL.	R		08/21/23	08/28/23		88059	N
	Vendor Total:	2,320.00										
MCI COMM MCI Comm Service	23-00719 08/25/23 Acct #: 2DF32543 - Alcotest											
	1 Acct #: 2DF32543 - Alcotest	8.56	3-01-31-440-000-264		B TELEPHONE - Police	R		08/25/23	08/25/23		AUG 2023	N
	Vendor Total:	8.56										
MERCE025 Mercer County Comm. College	23-00641 08/01/23 EMT Refresher - D. Pine11i											
	1 EMT Refresher A	90.00	3-01-25-240-000-220		B POLICE: Dues / Licenses / Education	R		08/01/23	08/21/23			N
	2 EMT Refresher B	90.00	3-01-25-240-000-220		B POLICE: Dues / Licenses / Education	R		08/01/23	08/21/23			N
	3 EMT Refresher C	90.00	3-01-25-240-000-220		B POLICE: Dues / Licenses / Education	R		08/01/23	08/21/23			N
		270.00										
	Vendor Total:	270.00										
MCI AUT01 Mercer County Improvement Auth	23-00030 01/23/23 Recycling Services - 2023											
	10 Inv. 108527 - Sept 2023	3,269.33	3-01-42-103-000-267		B Recycling Service - DO NOT USE	R		01/23/23	08/21/23		108527	N
23-00650 08/02/23 Tipping fees - July 2023												
	1 7/2/23 - 02-00496159	682.00	3-01-26-305-000-291		B TRASH: Tipping Fees	R		08/02/23	08/21/23		02-00496159	N
	1 6/23 - 02-00496400	878.91	3-01-26-305-000-291		B TRASH: Tipping Fees	R		08/02/23	08/21/23		02-00496400	N

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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	
MCIATA01	Mercer County Improvement Auth			Continued													
23-00650	08/02/23 Tipping Fees - July 2023			Continued													
3	7/10/23 - 02-00496639			771.10	3-01-26-305-000-291				B TRASH:	Tipping Fees	R	08/02/23	08/21/23	02-00496639		N	
4	7/13/23 - 02-00496992			882.21	3-01-26-305-000-291				B TRASH:	Tipping Fees	R	08/02/23	08/21/23	02-00496992		N	
5	7/17/23 - 02-00497205			742.51	3-01-26-305-000-291				B TRASH:	Tipping Fees	R	08/02/23	08/21/23	02-00497205		N	
6	7/20/23 - 02-00497566			880.00	3-01-26-305-000-291				B TRASH:	Tipping Fees	R	08/02/23	08/21/23	02-00497566		N	
7	7/24/23 - 02-00497600			702.91	3-01-26-305-000-291				B TRASH:	Tipping Fees	R	08/02/23	08/21/23	02-00497600		N	
8	7/26/23 - 02-00498020			591.81	3-01-26-305-000-291				B TRASH:	Tipping Fees	R	08/02/23	08/21/23	02-007498020		N	
9	7/27/23 - 02-00498090			828.30	3-01-26-305-000-291				B TRASH:	Tipping Fees	R	08/02/23	08/21/23	02-00498090		N	
10	7/31/23 - 02-00498330			732.61	3-01-26-305-000-291				B TRASH:	Tipping Fees	R	08/02/23	08/21/23	02-00498330		N	
				7,692.36													
	Vendor Total:			10,961.69													
MOVIELIC	Movie Licensing USA																
23-00700	08/21/23 Inv. 3429874 - Compliance																
1	Inv. 3429874 - Copyright			329.00	3-01-29-390-000-215				B LIBRARY:	Dues & Licenses	R	08/21/23	09/01/23	3429874		N	
	Vendor Total:			329.00													
MCANJX01	Municipal Clerks' Assn of NJ																
23-00688	08/10/23 Membership Dues - 2023-24																
1	Membership Dues - 2023-24			110.00	3-01-20-120-000-215				B MUN. CLERK:	Dues/Licenses	R	08/10/23	08/21/23	2023-24		N	
	Vendor Total:			110.00													
NJDEPTOF	NJ Dept of Health & Sr. Serv.																
23-00660	08/07/23 Dog License Report - July 2023																
1	Dog License Report - July 2023			4.80	T-03-00-850-851-255				B ANIMAL CONTROL -	EXPENSES	R	08/07/23	08/09/23	JULY 2023		N	
	Vendor Total:			4.80													
NJDIV010	NJ Division of Alcoholic and																
23-00613	07/21/23 Maint & Prep of 2023-23 Lic.																
1	Maint & Prep of 2023-23 Lic.			3.00	3-01-20-100-000-255				B ADMIN:	Miscellaneous Expenses	R	07/21/23	08/23/23			N	
	Vendor Total:			3.00													

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/chk	Enc Date	First Rcvd	Chk/Void	1099
								Date	Date	Date	Exc1
NJEZP005 NJ E-Z Pass	23-00721 08/25/23	Travel - Police Department									
	1 Inv. B202303917306 - Toll -		3.00		3-01-25-240-000-277	B POLICE: Vehicle Expenses	R	08/25/23	08/25/23		B202303917306 N
	Vendor Total:		3.00								
NJPLOF01 NJ Planning Officials	23-00714 08/22/23	Mandatory PBTraining Nazli Rex									
	1 Mandatory Training		131.00		3-01-21-180-000-220	B PLANNING BOARD: Education	R	08/22/23	08/30/23		082024032 N
	Vendor Total:		131.00								
OCCUP005 Occupational Health - Penn Med	23-00308 03/29/23	CDL Drug Testing - 2023									
	4 Inv. 9400219340623 - Random		175.00	B	3-01-26-305-000-250	B TRASH: CDL Drug Testing	R	03/29/23	08/21/23		9400219340623 N
	5 Inv. 9400219340623 - Fitness		68.00		3-01-26-305-000-250	B TRASH: CDL Drug Testing	R	03/29/23	08/21/23		9400219340623 N
	Vendor Total:		243.00								
NJANALYT Pace Analytical Services, LLC	23-00076 01/30/23	Water Analysis - 2023									
	8 Inv. N115279-71 - July		1,868.50	B	3-05-55-501-000-256	B WATER: Water Analysis	R	01/30/23	08/09/23		N115279-71 N
	Vendor Total:		1,868.50								
PEDRONO1 Pedroni Fuel Company	23-00632 07/31/23	Ref #: 585384 - No Lead Gas									
	1 Ref #: 585384 - No Lead Gas		361.11		3-01-31-460-000-265	B Gasoline, Motor Fuels & Oil PW	R	07/31/23	08/09/23		585384 N
	2 Ref #: 585384 - No Lead Gas		361.10		3-01-31-460-000-266	B Gasoline - Police	R	07/31/23	08/09/23		585384 N
	Vendor Total:		722.21								
	23-00696 08/21/23	Ref #: 585484 - No Lead Gas									
	1 Ref #: 585484 - No Lead Gas		685.31		3-01-31-460-000-265	B Gasoline, Motor Fuels & Oil PW	R	08/21/23	08/29/23		585484 N

Vendor # Name	PO # PO Date Description	Item Description	Contract PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Rcvd	Chk/Void	1099
								Enc Date	Date	Invoice
PEDRON01 Pedroni Fuel Company	23-00696 08/21/23 Ref #: 585484 - No Lead Gas	Continued								
	2 Ref #: 585484 - No Lead Gas	685.30	3-01-31-460-000-266	B Gasoline - Police	R	08/21/23	08/29/23	585484		N
		1,370.61								
	Vendor Total:	2,092.82								
LIBRARY Pennington Public Library	23-00738 09/01/23 Balance of 2022 allocation									
	1 Balance of 2022 allocation	3,021.64	3-01-29-390-000-101	B LIBRARY: Salary & wages	R	09/01/23	09/01/23			BAL-2022 ALLOC. N
	2 Balance of 2022 allocation	2,417.12	3-01-29-390-000-227	B LIBRARY: Building Maint. - HVAC	R	09/01/23	09/01/23			BAL-2022 ALLOC. N
		5,438.76								
	Vendor Total:	5,438.76								
PEINQM01 Pennington Quality Market	23-00730 08/30/23 Inv. 00084766 - Distilled H2O									
	1 Inv. 00084766 - Distilled H2O	1.49	3-01-26-310-000-273	B BOROUGH PROP: Janitorial Supp.	R	08/30/23	08/30/23	00084766		N
	Vendor Total:	1.49								
PITNEY Pitney Bowes, Inc.	23-00251 03/09/23 Lease of Postage Equip - 2023									
	4 Inv. 3317854047 - 3rd Qtr.	521.88	3-01-20-100-000-225	B ADMIN: Office Equipment	R	03/09/23	08/24/23	3317854047		N
	Vendor Total:	521.88								
PMCAS005 PMC Associates	23-00465 05/25/23 POLICE RADIO MOBILES									
	1 TAIT TM9400 450-520 MHZ UHF	911.20	3-01-25-240-000-230	B POLICE: RADIOS / MDT'S	R	05/25/23	08/22/23	95507		N
	2 TAIT CABLE INSTALL KIT	58.40	3-01-25-240-000-230	B POLICE: RADIOS / MDT'S	R	05/25/23	08/22/23	95507		N
	3 TAIT HANDHELD CNTRL HEAD	728.00	3-01-25-240-000-230	B POLICE: RADIOS / MDT'S	R	05/25/23	08/22/23	95507		N
	4 TAIT RUGGED EXTERNAL SPEAKER	108.80	3-01-25-240-000-230	B POLICE: RADIOS / MDT'S	R	05/25/23	08/22/23	95507		N
	5 TAIT MOUNT KIT W/U CRADLE	19.20	3-01-25-240-000-230	B POLICE: RADIOS / MDT'S	R	05/25/23	08/22/23	95507		N
	6 TAIT IGNITION CABLE KIT	47.20	3-01-25-240-000-230	B POLICE: RADIOS / MDT'S	R	05/25/23	08/22/23	95507		N
	7 TAIT SFE KEY P25 TRUNKING PH2	1,023.20	3-01-25-240-000-230	B POLICE: RADIOS / MDT'S	R	05/25/23	08/22/23	95507		N
	8 TAIT SFE KEY DES/AES ENCRYPT	663.20	3-01-25-240-000-230	B POLICE: RADIOS / MDT'S	R	05/25/23	08/22/23	95507		N
	TAIT SFE KEY P25 OTAR	485.60	3-01-25-240-000-230	B POLICE: RADIOS / MDT'S	R	05/25/23	08/22/23	95507		N

Vendor # Name	PO # PO Date Description	Item Description	Contract PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	1099
								Date	Date	Date	Exc1
PMCAS005 PMC Associates											
23-00465 05/25/23 POLICE RADIO MOBILES			Continued								
10 TAIT T3/T9 SPKR MIC TSM4			Continued	1,092.00	3-01-25-240-000-230	B POLICE: RADIOS / MDT'S	R	05/25/23	08/22/23	95507	N
11 TAIT CURLY EXTENSION				40.00	3-01-25-240-000-230	B POLICE: RADIOS / MDT'S	R	05/25/23	08/22/23	95507	N
				5,176.80							
			Vendor Total:	5,176.80							
PSEGAS01 PSEG											
23-00692 08/11/23 65-278-022-18 - Public Works											
1 65-278-022-18 - Public Works				394.03	3-01-31-430-000-263	B Electricity - PW Buildings	R	08/11/23	08/11/23		N
23-00708 08/22/23 August Billing - 2023											
1 7341633107 - Well 6				1,491.91	3-05-55-501-000-264	B WATER: Gas & Electric	R	08/22/23	08/22/23		N
2 7341633204 - PW Garage				5.05	3-01-31-430-000-263	B Electricity - PW Buildings	R	08/22/23	08/22/23		N
3 7341633301 - Street Lights				2,576.96	3-01-31-435-000-266	B Street Lights	R	08/22/23	08/22/23		N
4 7341633409 - Sewer Sked St.				121.86	3-05-55-502-000-264	B SEWER: Gas & Electric	R	08/22/23	08/22/23		N
5 7341633506 - Street Lights				89.18	3-01-31-435-000-266	B Street Lights	R	08/22/23	08/22/23		N
6 7341633603 - Kunkel Park				0.00	3-01-31-430-000-263	B Electricity - PW Buildings	R	08/22/23	08/22/23		N
7 7341633700 - PW Garage				37.06	3-01-31-430-000-263	B Electricity - PW Buildings	R	08/22/23	08/22/23		N
8 7341633808 - Well 8				2,789.59	3-05-55-501-000-264	B WATER: Gas & Electric	R	08/22/23	08/22/23		N
9 7341633905 - Well 5				0.00	3-05-55-501-000-264	B WATER: Gas & Electric	R	08/22/23	08/22/23		N
10 7341634006 - Well 7				1,141.78	3-05-55-501-000-264	B WATER: Gas & Electric	R	08/22/23	08/22/23		N
11 7341634103 - Garage Office				5.05	3-01-31-430-000-263	B Electricity - PW Buildings	R	08/22/23	08/22/23		N
12 7341634200 - Sr. Center				632.56	3-01-31-430-000-265	B Electric - Sr. Center	R	08/22/23	08/22/23		N
13 7341634308 - Sewer CurTis				824.91	3-05-55-502-000-264	B SEWER: Gas & Electric	R	08/22/23	08/22/23		N
14 7341634405 - Well 9				1,776.85	3-05-55-501-000-264	B WATER: Gas & Electric	R	08/22/23	08/22/23		N
15 7359443202 - Boro Hall				1,575.95	3-01-31-430-000-264	B Electric - Boro Hall	R	08/22/23	08/22/23		N
16 7359443202 - Boro Hall				1,575.94	3-01-29-390-000-264	B LIBRARY: Gas & Electric	R	08/22/23	08/22/23		N
				14,644.65							
			Vendor Total:	15,038.68							
RRDON010 R. R. Donnelly											
23-00488 06/02/23 Safety Paper (Purple)											
1 REG-42A - Cert Copy (Purple)				46.25	3-01-20-120-000-205	B MUN. CLERK: Printing	R	06/02/23	08/25/23	524444011	N

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	First Rcvd	Enc Date	Date	Invoice	1099
												Excl
RRDON010	R. R. Donnelly											
	23-00488	06/02/23 safety Paper (Purple)										
	2	REG-42B - Cert Copy (Purple)	46.25		3-01-20-120-000-205	B MUN. CLERK: Printing	R	06/02/23	08/25/23		524444011	N
			92.50									
		Vendor Total:	92.50									
RANDI005	Randi Malkiewicz											
	23-00167	02/21/23 Deputy Registrar - 2023										
	9	Deputy Registrar - Aug 2023	175.00		3-01-20-120-000-250	B MUN. CLERK: Consultants	R	02/21/23	08/25/23		AUG 2023	N
			175.00									
		Vendor Total:	175.00									
READY005	Ready Refresh											
	23-00220	03/06/23 water Delivery - Police Dept.										
	5	Inv. 03H6705352331 - Rent/h20	36.65		3-01-25-240-000-240	B POLICE: Office Supplies	R	03/06/23	08/28/23		03H6705352331	N
			36.65									
		Vendor Total:	36.65									
RNDCON01	Rnd Consulting, LLC											
	23-00685	08/10/23 Inv. 23142 - Computer Maint.										
	1	Inv. 23142 - Managed Backup	260.00		3-01-20-100-000-250	B ADMIN: Consultants (RND/e-code/website)	R	08/10/23	08/21/23		23142	N
	2	Inv. 23142 - Computer Maint.	32.50		3-01-20-100-000-250	B ADMIN: Consultants (RND/e-code/website)	R	08/10/23	08/21/23		23142	N
	3	Inv. 23142 - Off Site Backup	19.94		3-01-20-100-000-250	B ADMIN: Consultants (RND/e-code/website)	R	08/10/23	08/21/23		23142	N
	4	Inv. 23142 - Zoom Remote	58.63		3-01-20-100-000-250	B ADMIN: Consultants (RND/e-code/website)	R	08/10/23	08/21/23		23142	N
	5	Inv. 23142 - Intermedia	478.60		3-01-20-100-000-243	B ADMIN: Intermedia - E-mail accounts	R	08/10/23	08/21/23		23142	N
			849.67									
		Vendor Total:	849.67									
ROSEDA01	Rosedale Mills											
	23-00011	01/20/23 Shop Supplies - 2023										
	4	Inv. 408547 - Propane Fill	24.00		3-01-26-290-000-270	B STREETS: Hardware /Tools/ Shop Supplies	R	05/31/23	08/21/23		408547	N
	5	Inv. 410292 - Rope /Snap Quick	35.95		3-01-26-290-000-270	B STREETS: Hardware /Tools/ Shop Supplies	R	05/31/23	08/30/23		410292	N
			59.95									
		Vendor Total:	59.95									

Vendor #	Name	PO #	PO Date	Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat/Chk	First Rcvd	Enc Date	Date	Chk/Void	Invoice	1099	
				Item Description														EXC1
SCHAE005	Schaefer SubCo, LLC																	
22-00605	07/06/22	35	Gallon	Trash Carts	4,811.40	2-01-26-305-000-280			B TRASH:	Trash Carts	R	07/06/22	08/25/23		PCINV131839		N	
	1	USD358	-	35 Gallon Trash Carts	385.00	2-01-26-305-000-280			B TRASH:	Trash Carts	R	07/06/22	08/25/23		PCINV131839		N	
	2	WTD.Hotstamp	Plate		1,333.00	2-01-26-305-000-280			B TRASH:	Trash Carts	R	07/06/22	08/25/23		PCINV131839		N	
	3	Freight			6,529.40													
22-00609	07/07/22			Unit price/Freight Adjustment	367.04	2-01-26-305-000-280			B TRASH:	Trash Carts	R	07/07/22	08/25/23		PCINV131839		N	
	1	Difference in price from																
				Vendor Total:	6,896.44													
TEAML005	Team Life, Inc.																	
23-00664	08/08/23			Powerheart Battery for AED	362.00	3-01-25-240-000-226			B POLICE:	Equip. Maintenance	R	08/08/23	08/22/23		41827		N	
	1	Powerheart	Battery for AED		17.00	3-01-25-240-000-226			B POLICE:	Equip. Maintenance	R	08/08/23	08/22/23		41827		N	
	2	Shipping & Handling			379.00													
				Vendor Total:	539.00													
23-00665	08/08/23			Pediatric Defibrillator Pads	160.00	3-01-25-240-000-226			B POLICE:	Equip. Maintenance	R	08/08/23	08/22/23		41683		N	
	1	Pediatric	defibrillator Pads															
				Vendor Total:	160.00													
TWP0PEW	Township of Hopewell																	
23-00149	02/14/23			Health Services - 2023	18,749.50	3-01-42-105-000-267			B	Health Department	R	03/07/23	09/01/23		23-HEALTH-2		N	
	3	Inv.	23-Health-2 - 2nd Pymt.															
				Vendor Total:	18,749.50													
TREASU02	Treasurer, State of NJ																	
23-00706	08/21/23			Water Licenses - M. Fabian	50.00	3-05-55-501-000-215			B WATER:	Dues/Licenses/Permits	R	08/21/23	08/21/23		230973800		N	
	1	Inv.	230973800 - W1 Water		50.00	3-05-55-501-000-215			B WATER:	Dues/Licenses/Permits	R	08/21/23	08/21/23		230973640		N	
	2	Inv.	230973640- C1 Water		50.00	3-05-55-501-000-215			B WATER:	Dues/Licenses/Permits	R	08/21/23	08/21/23		230973700		N	
	3	Inv.	230973700 - T1 Water		150.00													
				Vendor Total:	150.00													
23-00707	08/21/23			Water Licenses - Ken Smith	50.00	3-05-55-501-000-215			B WATER:	Dues/Licenses/Permits	R	08/21/23	08/21/23		230950390		N	
	1	Inv.	230950390 - T1 Water															

Item 22.

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	EXC
TREASU02	Treasurer, State of NJ																
23-00707	08/21/23 Water Licenses - Ken Smith			Continued													
2	Inv. 230949280 - C1 Water				3-05-55-501-000-215		50.00		B WATER:	Dues/Licenses/Permits	R	08/21/23	08/21/23		230949280	N	
3	Inv. 230950380 - W1 Water				3-05-55-501-000-215		50.00		B WATER:	Dues/Licenses/Permits	R	08/21/23	08/21/23		230950380	N	
							150.00										
23-00709	08/22/23 Water Licenses - Dave Stout																
1	Inv. 230943590 - C2 Collection				3-05-55-501-000-215		50.00		B WATER:	Dues/Licenses/Permits	R	08/22/23	08/22/23		230943590	N	
2	Inv. 230929280 - T1 Treatment				3-05-55-501-000-215		50.00		B WATER:	Dues/Licenses/Permits	R	08/22/23	08/22/23		230929280	N	
3	Inv. 230929890 - W1 Distributi				3-05-55-501-000-215		50.00		B WATER:	Dues/Licenses/Permits	R	08/22/23	08/22/23		230929890	N	
							150.00										
	Vendor Total:						450.00										
TRIMP005	Trimboli & Prusinowski, LLC																
23-00506	06/09/23 Special Labor Counsel					B											
5	Inv. 9967- Progress Billing				3-01-20-155-000-250		6,750.00		B LEGAL:	Consultants	R	06/09/23	09/01/23		9967	N	
	Vendor Total:						6,750.00										
JOHNNY	United Site Services																
23-00303	03/28/23 Handicap Restroom - Kunke			pk													
6	Inv. 6802726 - Aug 2023				3-01-28-370-000-288		243.40		B RECREATION:	Portapot Rental	R	03/29/23	09/01/23		6802726	N	
	Vendor Total:						243.40										
USABLU01	USA Blue Book																
23-00604	07/19/23 QUOTE# QUOT1014247-2																
1	Hydrant Lifter, Grade 8				3-05-55-501-000-225		151.27		B WATER:	Equipment	R	07/19/23	08/21/23		INV00079166	N	
2	USABlueBook Inverted Paint				3-05-55-501-000-225		71.73		B WATER:	Equipment	R	07/19/23	08/21/23		INV00079166	N	
3	USABlueBook Inverted Paint				3-05-55-501-000-225		71.73		B WATER:	Equipment	R	07/19/23	08/21/23		INV00079166	N	
4	Gauge to Hose Adapter, Swivel				3-05-55-501-000-225		29.34		B WATER:	Equipment	R	07/19/23	08/21/23		INV00079166	N	
5	Straight Meter Coupling, Low				3-05-55-501-000-225		255.48		B WATER:	Equipment	R	07/19/23	08/21/23		INV00079166	N	
6	Clarion Food Grade 2 Grease				3-05-55-501-000-225		253.12		B WATER:	Equipment	R	07/19/23	08/21/23		INV00079166	N	
7	Hach DPD 1 (Free) for 10 mL				3-05-55-501-000-225		246.00		B WATER:	Equipment	R	07/19/23	08/21/23		INV00079166	N	
8	Flag, 21" wire Staff, Blue				3-05-55-501-000-225		38.00		B WATER:	Equipment	R	07/19/23	08/21/23		INV00079166	N	

Item 22.



Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	1099	
										Date	Invoice	Excl
USABLU01 USA Blue Book	23-00604 07/19/23 QUOTE# QUOT1014247-2	Continued										
	9 Freight Charge		90.71		3-05-55-501-000-225	B WATER: Equipment	R	07/21/23	08/21/23		INV00079166	N
			1,207.38									
	Vendor Total:		1,207.38									
VALLEY01 Valley Oil Company	23-00716 08/24/23 Inv. 85847 - Diesel Fuel											
	1 Inv. 85847 - Diesel Fuel		575.12		3-01-31-460-000-265	B Gasoline, Motor Fuels & Oil PW	R	08/24/23	08/29/23		85847	N
	Vendor Total:		575.12									
VANNOT01 Van Note Harvey Associates	22-00512 06/02/22 Construction Phase - E Welling											
	11 Inv. 1186173 - Close Out/PMRS		262.50		C-04-21-004-000-250	B NJDOT - EAST WELLING AVE. - SECTION 20	R	06/02/22	09/01/23		1186173	N
	23-00154 02/15/23 General Engineering - 2023											
	4 Inv. 1186174 - Gen. Eng.		3,850.00		3-01-20-165-000-262	B ENGINEERING: Eng. Services	R	02/15/23	09/01/23		1186174	N
	23-00155 02/15/23 Attendance at Meetings - 2023											
	3 Inv. 1186175 - Attend Mtgs.		525.00		3-01-20-165-000-262	B ENGINEERING: Eng. Services	R	02/15/23	09/01/23		1186175	N
	23-00233 03/08/23 W. Franklin/Knowles - Construc											
	4 Inv. 1186178 - Progress		1,827.50		C-04-22-005-000-201	B ORD 2022-5 - W. FRANKLIN & KNOWLES	R	03/08/23	09/01/23		1186178	N
	23-00235 03/08/23 w/s Connection Fees - 2023											
	3 Inv. 1186176 - Neary/Brookside		350.00		3-05-55-501-000-262	B WATER: Engineering Services	R	03/08/23	09/01/23		1186176	N
	23-00454 05/23/23 Design- Rockwell Green ETC.											
	4 Inv. 1186179 - Progress		26,475.00		C-04-23-002-000-250	B ORD 2023-2 SECTION 20 COSTS	R	05/23/23	09/01/23		1186179	N
	23-00456 05/23/23 NJ DOT Grant Application 2023											
	4 Inv. 1186177 - Progress		262.50		3-01-20-165-000-262	B ENGINEERING: Eng. Services	R	05/23/23	09/01/23		1186177	N
	23-00663 08/08/23 Escrow July 2023											
	1 Inv. 1181586 - Prendergast		1,711.25		E-16-23-006-000-250	B PRENDERGAST - CONSULTANTS	R	08/08/23	08/21/23		1181586	N

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
VANNO01 Van Note Harvey Associates												
23-00663 08/08/23 Escrow July 2023												
2 INV. 1181076 - Harbat												
			640.00		E-16-22-008-000-250	B HARBAT - VARIANCE APPL.	R	08/08/23	08/21/23		1181076	N
			2,351.25									
23-00683 08/10/23 Escrow Penn School 7.12.23												
1 INV. 1181596 - Penn School												
			3,108.75		E-16-22-003-000-250	B Pennington School - MP REVIEW	R	08/10/23	08/21/23		1181596	N
		Vendor Total:	39,012.50									
VECTOR01 Vector Security												
23-00649 08/02/23 Quarterly Service Aug-Nov 2023												
1 INV. 72497133 - Quarterly												
			152.10		3-01-26-310-000-227	B BOROUGH PROP: Building Maint.	R	08/02/23	08/21/23		72497133	N
		Vendor Total:	152.10									
VER-NEW Verizon												
23-00691 08/11/23 August Billing - 2023												
1 August Billing - 2023												
			1,063.10		3-01-31-440-000-265	B TELEPHONE - Administration	R	08/11/23	08/11/23		9940938680	N
23-00699 08/21/23 Inv. 9938463088 - Library												
1 INV. 9938463088 - Library												
			107.74		3-01-29-390-000-263	B LIBRARY: Telephone	R	08/21/23	09/01/23		9938463088	N
		Vendor Total:	1,170.84									
VERIZ001 Verizon												
23-00724 08/28/23 609-737-9576 - DPW - Aug 2023												
1 609-737-9576 - DPW - Aug 2023												
			318.57		3-01-31-440-000-263	B Telephone PW	R	08/28/23	08/28/23			N
		Vendor Total:	318.57									
VER FIOS Verizon - FIOS												
23-00718 08/24/23 Internet - Police - Aug 2023												
1 Internet - Police - Aug 2023												
			119.00		3-01-31-440-000-264	B TELEPHONE - Police	R	08/24/23	08/24/23		AUG 2023	N
23-00725 08/28/23 Internet - Police - Aug 2023												
1 Internet - Police - Aug 2023												
			119.00		3-01-31-440-000-264	B TELEPHONE - Police	R	08/28/23	08/28/23		AUG 2023	N

Item 22.

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	
																	Exc]
<b>VER FIOS Verizon - FIOS</b>																	
Continued																	
23-00726	08/28/23	Police - Internet - Aug 2023															
1	Police - Internet - Aug 2023		131.99	3-01-31-440-000-264	B	TELEPHONE - Police					R	08/28/23	08/28/23	AUG 2023			N
23-00737	09/01/23	Internet - Library - Aug 2023															
1	Internet - Library - Aug 2023		159.00	3-01-29-390-000-262	B	LIBRARY: Hub Line					R	09/01/23	09/01/23	AUG 2023			N
Vendor Total: 528.99																	
<b>WATERRES Water Resource Management</b>																	
23-00141	02/13/23	Compliance Officer - 2023															
11	Inv. WPN23M01-7 - Compliance		425.00	3-05-55-501-000-260	B	WATER: Compliance Officer / Emerg. Serv					R	02/13/23	08/23/23	WPN23M01-7			N
Vendor Total: 425.00																	
<b>HILLM005 Weir Attorneys</b>																	
23-00354	04/17/23	Court Session - April 6, 2023															
1	Court Session - April 6, 2023		300.00	3-01-25-275-000-201	B	PROSECUTOR: Other Expense					R	04/17/23	08/09/23	4/6/23			N
23-00668	08/08/23	Court Session - August 3, 2023															
1	Court Session - August 3, 2023		300.00	3-01-25-275-000-201	B	PROSECUTOR: Other Expense					R	08/08/23	08/08/23	8-3-23			N
Vendor Total: 600.00																	
<b>NEWT001 Workplace Central</b>																	
23-00676	08/10/23	Supply Order															
1	UNV-99007 - Sign Here Stickers		13.48	3-01-20-120-000-240	B	MUN. CLERK: Office Supplies					R	08/10/23	08/21/23	876816-0			N
2	NOX-PP92 - Paper		134.70	3-01-20-100-000-240	B	ADMIN: Office Supplies					R	08/10/23	08/21/23	876816-0			N
3	AVE-74400 - Sheet Protectors		26.48	3-01-20-100-000-240	B	ADMIN: Office Supplies					R	08/10/23	08/21/23	876816-0			N
Vendor Total: 174.66																	
<b>ZOE GRAP Zoe Graphics</b>																	
23-00647	08/01/23	Letterhead & Envelopes															
1	Boro Letterhead & Envelopes		620.00	3-01-20-120-000-205	B	MUN. CLERK: Printing					R	08/01/23	08/21/23	5067			
Vendor Total: 620.00																	

Item 22.

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	1099
															Exc]
Total Purchase Orders: 94 Total P.O. Line Items: 198 Total List Amount: 182,351.17 Total Void Amount: 0.00															

BOROUGH OF PENNINGTON  
Purchase Order Listing By Vendor Name

Totals by Year-Fund					
Fund	Budget Total	Revenue Total	G/L Total	Total	
2-01	12,676.44	0.00	0.00	12,676.44	
3-01	86,548.18	0.00	0.00	86,548.18	
3-05	16,363.28	0.00	0.00	16,363.28	
Year Total:	<u>102,911.46</u>	<u>0.00</u>	<u>0.00</u>	<u>102,911.46</u>	
C-04	28,565.00	0.00	0.00	28,565.00	
E-16	11,426.10	0.00	0.00	11,426.10	
G-02	16,067.37	0.00	0.00	16,067.37	
T-03	4.80	0.00	0.00	4.80	
W-06	10,700.00	0.00	0.00	10,700.00	
Total of All Funds:	<u><u>182,351.17</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>182,351.17</u></u>	

**BOROUGH OF PENNINGTON  
RESOLUTION 2023 – 9.3**

**RESOLUTION AUTHORIZING PURCHASE AND INSTALLATION OF AIR STRIPPER SYSTEM FOR WELL 6 FROM PUMPING SERVICES, INC. THROUGH COOPERATIVE PRICING SYSTEM AGREEMENT WITH THE NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM**

**WHEREAS**, the Superintendent of Public Works has identified the need to upgrade the Air Stripper System at Well 6; and

**WHEREAS**, the Superintendent has determined that the required equipment including installation is available from Pumping Services, Inc. through the North Jersey Wastewater Cooperative Pricing System; and

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

**WHEREAS**, Pumping Services located in Middlesex, New Jersey is an authorized dealer for the desired equipment and has provided the Borough with quote #SQ40220 dated August 16, 2023 for the equipment in the amount of \$17,746.00 and labor in the amount of \$8,236.50; and

**WHEREAS**, quote #SQ40220 also includes an estimate in the amount of \$4,875.00 to provide labor, material and lifting means to install the equipment not part of the Cooperative Pricing; and

**WHEREAS**, the Borough has included this equipment in the plan for utilization of American Recovery Act funds; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Pennington that the aforesaid purchase of equipment including labor and installation partially through the North Jersey Wastewater Cooperative Pricing System for the Public Works Department, is hereby authorized in an amount not to exceed \$30,857.50 as per quote #SQ40220 dated August 16, 2023 from Pumping Services, Inc.

**Record of Council Vote on Passage**

<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>	<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>
Angarone					Marciante				
Chandler					Stern				
Gnatt					Valenza				

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on September 5, 2023.

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

ARP

Item 23.

Pumping Services, Inc.  
201 Lincoln Blvd.  
Middlesex, NJ 08846  
(732) 469-4540  
www.psiprocess.com



<b>TO:</b> Rick Smith	<b>FROM:</b> Joe Reilly
<b>Company:</b> Borough of Pennington	<b>Date:</b> 08/16/2023
<b>Fax #:</b> joe.reilly@psiprocess.com	
<b>RE:</b> QUOTE SQ40220	

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**Pumping Services, Inc.**

201 Lincoln Boulevard  
Middlesex, NJ 08846  
(732) 469-4540

**Service Quotation**

www.psiprocess.com  
Electrical Contractor Bus. Permit #34EB01825300

Quote #	SQ4022	Item 23.
Quote Date	08/16/23	
Date Printed	08/16/23	
Page	1 of 2	

**BILL TO**

002236  
Borough of Pennington  
30 North Main Street  
Pennington, NJ 08534

**SHIP TO**

Well #6  
Behind 120 Broemel Place  
Pennington, NJ 08534

CONTACT Rick Smith	PAYMENT TERMS Net 30 Days Pending Approval	JOB #	INSTRUCTIONS PSI-016792
WRITTEN BY Joe Reilly	FREIGHT TERMS FREIGHT INCLUDED	SHIP VIA OUR TRUCK - PICK-UP REQUIRED	

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
---------------------	----------	-------	-----	-----------

-----> Description Of Service Job A <-----

Customer has requested a quote for a new blower including install for the air stripper system.

-----> Solution Of Service Job A <-----

Pumping Services will furnish and delivery the following equipment. These charges are for the sale and distribution of this equipment only and are entirely independent of any charges for installation, other services or miscellaneous materials that may follow.

**Service Amount**

17,746.00

**\*EQUIPMENT**

1

Fan-850-CS  
850 CFM Fan  
Design Fan Air Flow Rate 850 CFM @ 70F  
Design Static Pressure 3.5" WG  
Operating RPM 2,120 RPM Fan Motor 2 HP 1,800 rpm 3-60-230/460 Premium Efficiency 145T ABB Motor  
Fan Construction Coated Steel  
Fan Arrangement Arr-9 Pos-R CW Rotation TH discharge  
Included Components V-Belt Drive; steel drain and drain plug; belt, shaft, and bearing guard; Motor Slide Base; Inlet filter assembly with Hi-Flow polyester filter, hood, and support leg; plastic duct fitting/flex connector between fan and air stripper inlet

-----> Description Of Service Job B <-----

Install Equipment

-----> Solution Of Service Job B <-----

Non-Co-Op parts

**Service Amount**

4,875.00

-----> Description Of Service Job C <-----

Install Labor Per Cooperative Contract

-----> Solution Of Service Job C <-----

We will provide the labor, material, and lifting means to install all of the above listed equipment unless otherwise noted in this proposal.





**PSI**  
PROCESS  
Employee Owned

**Pumping Services, Inc.**  
201 Lincoln Boulevard  
Middlesex, NJ 08846  
(732) 469-4540  
[www.psiprocess.com](http://www.psiprocess.com)  
Electrical Contractor Bus. Permit #34EB01825300

## Service Quotation

Quote #	SQ40	Item 23.
Quote Date	08/16/23	
Date Printed	08/16/23	
Page	2 of 2	

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
---------------------	----------	-------	-----	-----------

We will verify that the operation of the system is correct, voltage and amperage of the related equipment is within name plate rating. Run the system to ensure it is operating properly.

**NOTE:**

Labor is priced according to cooperative contract # B369-11

<b>LABORDAY2-C</b>	2	4118.2500	EA	8,236.50
Two Man Crew Day Rate North Jersey Wastewater Co-Op Regula				

Prices are valid for 15 days beyond the original quote date. Pumping Services, Inc. CANNOT store equipment more than one month after transmittal of our first quote. If this quote involves equipment in our shop for repair, we will contact you twice via phone and/or email and finally once by receipt requested email. Two weeks after receipt of our final email or its undeliverable return, Pumping Services, Inc. will dispose of the equipment.

SUB-TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
30,857.50	0.00	0.00	0.00	0.00	30,857.50

**Acceptance of Proposal:**

The preceding prices, specifications and conditions including those on the reverse side (rev. 2004.03.09) of this page are satisfactory and hereby accepted. You are authorized to proceed.

\_\_\_\_\_  
Signature Accepted By  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Purchase Order Nu  
Date: \_\_\_/\_\_\_/\_\_\_

Terms and Conditions - Rev. 2004.03.09

Item 23.

All orders shall be made out to Pumping Services, Inc. ("PSI") and shall be subject to acceptance by PSI. Hereafter, PSI is sometimes referred to interchangeably as the Seller and We. The purchaser of goods and services from PSI shall be referred to as the Buyer and You.

IN ADDITION TO THOSE TERMS AND CONDITIONS LISTED ABOVE, THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO RENTAL TRANSACTIONS AND A RENTAL AGREEMENT IS UNDERSTOOD TO EXIST UNDER THE TERMS AND CONDITIONS LISTED ABOVE. IF EQUIPMENT IS RENTED BY BUYER REGARDLESS OF WHETHER BUYER SIGNS A SPECIFIC RENTAL CONTRACT (PSI IS HEREAFTER REFERRED TO AS "LESSOR" AND BUYER AS "LESSEE");

1. All transactions between Buyer and Seller shall be governed solely by the terms and conditions set forth herein, which supersede any conflicting terms and conditions of Buyer's purchase order, notwithstanding any statement in Buyer's purchase order to the contrary. Exceptions to any of Seller's terms and conditions must be contained in a typed statement received from the Buyer. Seller shall not be deemed to have waived any of its terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer of Seller. No representation of any kind has been made by Seller except as set forth herein. This agreement supersedes all prior writings and negotiations with respect thereto, and Seller is obligated to furnish only the quantities and items specifically listed on its proposal. Seller assumes no responsibility for furnishing other equipment or material shown on any plans and/or in specifications for a project.

16. LESSEE shall not encumber the rental contract or the equipment or permit the equipment to be removed to a location other than the address shown on the contract or credit application, or permit any others to use the equipment without LESSOR'S prior written consent.

2. Seller shall not be responsible for any delays in shipping.

17. LESSEE agrees to properly care for the equipment and to use it within its rated capacity, to restrict its use to LESSEE'S qualified personnel who have been previously instructed in proper equipment operation, to prohibit anyone other than LESSOR'S authorized personnel to repair or adjust the equipment, and to notify LESSOR immediately of accidents, disabilities, failures or similar information concerning the equipment. LESSEE further agrees to pay for all damages to the equipment resulting from improper use or abuse of the equipment upon receipt of invoices therefor from LESSOR for LESSOR'S cost and expense of such repair. LESSEE shall be responsible for all ordinary maintenance of the equipment, including supplying fuel, oil, grease and water and daily checking of the general condition, including oil level, cooling system and batteries, recharging batteries, etc. LESSOR will service the equipment so as to maintain it in working condition, and LESSEE agrees to make the equipment available for such servicing by LESSOR at reasonable times during business hours. LESSEE agrees to pay the difference between the straight use and overtime use for mechanic's time in performing such servicing.

3. Any claim that equipment, materials or services are unacceptable or nonconforming shall be made in writing to the Seller, within ten (10) days of the delivery of the goods or the rendering of the services, and if not so made same shall be deemed waived, and such waiver shall be deemed to bind Buyer to pay Seller the full price for such equipment, materials or services. Any statement of account sent by Seller to Buyer shall be considered correct, accepted and binding upon Buyer, except for specific objections which the Buyer makes in writing to Seller within fifteen (15) days of the date of the statement. Failure to make such timely objection in writing shall be deemed an admission by Buyer that the amount set forth on the statement is due and owing to Seller and that, as of the date of the statement, there are no set-offs, credits or counterclaims which would affect the amount of such debt.

18. LESSEE agrees that LESSOR shall not be liable to LESSEE or the rental contract impugned based on LESSOR'S failure to repair the equipment if disabled or furnish substitute equipment for any reason whatsoever. LESSOR shall, in no event, be liable for special or consequential damages of any nature whatsoever or however caused.

4. Any errors in pricing or calculation are subject to correction.

19. The equipment is leased F.O.B. LESSOR'S warehouse, and LESSEE agrees not to remove the equipment to a location other than that shown on the contract or credit application without the prior written consent of LESSOR.

5. Unless otherwise noted, prices are F.O.B. shipping point. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Buyer.

20. LESSEE agrees at the termination of the contract to return, at LESSEE'S expense, the equipment to LESSOR'S warehouse in the same condition as when received by LESSEE, reasonable wear and tear excepted.

6. In order to secure the obligations of Buyer to Seller, Buyer hereby grants to Seller, pursuant to Article 9 of the Uniform Commercial Code, a lien upon all equipment and materials sold by Seller to Buyer. In the event Buyer shall default in any obligation owed to Seller, Seller shall have all rights of a secured party upon default as provided for in Article 9 of the Uniform Commercial Code. Buyer agrees to execute any documents deemed necessary to Seller to perfect the security interest granted herein.

21. To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless LESSOR and all of its agents, servants and employees from and against any and all claims, damages, loss, expenses and attorneys' fees arising out of or resulting from the operation, maintenance and use of the equipment.

7. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of equipment or materials ordered or sold, serviced or rented will be added for billing unless Buyer provides Seller with an appropriate exemption certificate.

22. A) LESSEE shall provide and pay for all risk insurance against physical loss or damage to the equipment in an amount equal to the full insurable value of the equipment. Such policies shall name LESSOR and its assigns as an additional insured, as their interests may appear.

8. Orders may be canceled only with the written consent of Seller and upon payment of a cancellation charge as determined by Seller. Equipment and materials may be returned only when specifically authorized and Buyer shall be charged for placing returned goods in salable condition, any sales expenses then incurred by Seller, plus a restocking charge to be determined by Seller, and any outgoing and incoming transportation costs which Seller pays.

B) LESSEE also agrees to provide and pay, at its own cost and expense, for comprehensive general liability insurance, including contractual liability coverage, which insures both LESSEE and LESSOR and their agents, servants and employees for any and all claims, accidents, liability, damages, loss and expenses arising out of or in any way resulting from the operation, maintenance and use of the equipment rented under this agreement, that results in bodily injury, sickness, disease, death or injury to or destruction of property, including the loss of use resulting therefrom. The insurance herein shall be primary insurance for LESSOR and LESSEE and shall be in an amount not less than \$1,000,000 combined single limit for bodily injury or property damage.

9. SELLER DOES NOT MAKE ANY WARRANTY AS TO MERCHANTABILITY OR AS TO FITNESS OF THE EQUIPMENT OR MATERIALS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, except that title to any goods sold by Seller is not the subject of any lien, claim or encumbrance.

C) LESSEE shall furnish LESSOR with certificates of insurance evidencing the coverage's set forth above, which shall provide for thirty (30) days prior written notice by certified mail, return receipt requested, to LESSOR of any cancellation or change reducing any such coverage. The certificates of insurance shall specifically state that LESSOR is an additional insured under LESSEE'S policy of insurance as reflected in Paragraphs A and B above, and that the coverage for LESSOR is primary coverage, and not excess to or concurrent with any other insurance coverage that may be available to LESSOR. The insurance so provided shall be effective during the period from the moment of delivery of each item of equipment to LESSEE until the moment of return or surrender of possession of the last such item of equipment to LESSOR or his authorized representative.

10. All sales shall be governed by the laws of the State of New Jersey and shall be deemed to have occurred in the State of New Jersey. The Courts of the State of New Jersey shall have exclusive jurisdiction over any cause of action arising from or connected with the sale of equipment or materials or the rendering of services by Seller to Buyer hereunder.

23. If LESSEE fails to pay any rental or other sum payable hereunder when due or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if LESSEE shall default in any other term of this contract, LESSOR may immediately terminate this contract by notice in writing to LESSEE and repossess all items of equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due. The remedies provided herein in favor of LESSOR shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in LESSOR'S favor existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing and delivered to LESSEE personally or sent by mail addressed to LESSEE at the address set forth on the contract or credit application.

11. Buyer hereby agrees to pay all invoices when due. Any invoice not so paid will accrue interest at the rate of one and one-half percent (1.5%) per month calculated from the date of each invoice. If Buyer fails to pay to Seller any amount when due, then all outstanding amounts shall, without demand, become immediately due and payable by Buyer to Seller. If, after default, the matter is referred by Seller to an attorney for collection, then, without demand, there shall be added to the amount due, attorneys' fees equal to twenty percent (20%) of the balance due, plus all costs of suit, including deposition costs, repositioning/retaking fees, transcript costs, the cost of experts' reports, and expert witness fees.

24. Any option to purchase the equipment upon any basis whatsoever given by LESSOR to LESSEE must be a separate written option duly signed by an officer of LESSOR. Unless such a written option is actually provided to LESSEE, it is understood that no option of any kind, written or oral, has been provided.

12. Seller may, in its sole discretion, decline to deliver or provide equipment, materials or services except for cash, or stop equipment or materials in transit, whenever Seller has any reasonable doubt as to Buyer's ability to pay for such equipment, materials or services. Pro-rata payments shall become due with partial shipments. Where Buyer is responsible for any delay in shipment, the date of the completion of the equipment or materials shall be the date of shipment for purposes of payment. Completed equipment and materials shall be held at Buyer's cost and risk, and Buyer shall be responsible for all storage and insurance costs.

25. All rates on gas and diesel driven equipment are based on an 8 hour day, 40 hour week, and 160 hour month. Overtime shall be charged by the hour at one and one-half (1 1/2) the then applicable rates. A rental month is 28 calendar days.

13. Seller shall not be liable to Buyer or to any other person for any loss, damage or expense of any kind or for direct or consequential damages relative to, arising from or caused directly or indirectly by any equipment, materials or services or any supplies or accessories or the use thereof, or any deficiency, defect or inadequacy thereof, or any delay in delivery or installation thereof, it being agreed that the extent of Seller's liability, express or implied, shall be limited to adjustment, repair or parts replacement as provided herein.

26. Rental starts immediately upon delivery of the equipment to LESSEE at LESSOR'S warehouse. Rental ends upon return of the last item of equipment to LESSOR'S warehouse. No allowance shall be made for Sundays, holidays, or time in transit, or for any period of time the equipment may not be in actual use while in LESSEE'S possession. All transportation or trucking charges are to be paid by LESSEE.

14. Equipment or parts manufactured by others but furnished, assembled, packaged or installed by Seller shall be repaired or replaced only to the extent of the original manufacturer's warranty. Seller's warranty on repairs/service is 90 days from the date of service. Seller, upon receipt of a customer request for service or repairs under its warranty, shall, during normal working hours, make the necessary adjustment, repairs and parts replacements without charge to Buyer. Any service, repairs or parts or replacement of any equipment necessitated by loss or damage resulting from causes other than normal wear and tear to the equipment are not covered by this warranty, and shall be invoiced to Buyer at Seller's then prevailing rates. No warranty shall apply to equipment which has been altered or repaired by anyone except Seller's authorized employees, and Seller shall not be liable in any event for alterations or repairs made by others, except those made with its written consent. Explicitly excluded from this warranty are pump wear parts and hoses installed in bypass pumping.

27. LESSEE covenants and agrees to make a complete inspection within 24 hours after receipt of the equipment. Any claims for defects shall be made within such 24-hour period, and if no such claims are made within such 24-hour period, then said equipment shall be deemed to be in good, safe and serviceable condition, and fit for its intended uses, and LESSEE'S right to make a claim for defects shall be deemed waived.

15. All services performed by Seller shall be charged on a time and materials basis unless a different charge is agreed to in writing in advance of such service. All field service involving sewage pumps and/or confined spaces require two (2) servicemen. Charges for services performed shall commence when Seller begins preparations at its shop and end upon the last serviceman's return. Travel time is billed at the same rate. Boom equipped service trucks, confined space entry, work at landfills or hazardous waste sites, mechanics and helpers, and all rental equipment and material utilized will be billed at Seller's then prevailing rates. All unscheduled service requested by Buyer without at least one business day's notice shall be charged at one and one half (1 1/2) times the Seller's then prevailing rates. There shall be a minimum charge for emergency service, which charge is subject to change without notice. Charges for emergency service commence when the servicemen leave home and end upon their return, if applicable.

28. Neither the whole, nor any part of the equipment hereby leased, shall be sublet, or suffered to be sublet, by LESSEE.

29. The failure by LESSOR at any one or more times to insist upon strict performance by LESSEE of the terms and/or conditions of this agreement shall not be construed as a waiver of LESSOR'S right to demand strict compliance with and performance under all terms and/or conditions hereunder. Notice of said demand for strict compliance is hereby waived and time is expressly made of the essence hereunder.

30. All engine driven equipment is delivered full of fuel. On return, LESSOR shall refill the machinery and LESSEE shall be responsible for payment for the fuel used at LESSOR'S then prevailing rates.

**BOROUGH OF PENNINGTON  
RESOLUTION 2023-9.4**

**RESOLUTION AUTHORIZING EXPENDITURES FROM  
OPEN SPACE FUND TO INSTALL CONCRETE PAD AND PATH FOR GAZEBO  
AT SKED STREET PARK**

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

**WHEREAS**, as part of the improvements the Committees recommended upgrades to existing pathways, additional pathways and the installation of a gazebo with concrete pad; and

**WHEREAS**, the Superintendent of Public Works has received quote #555 dated August 3, 2023 from Wagner’s Land Expansion, Inc. in the amount of \$3,800.00 to install at Sked Street Park a 12’ x 12’ concrete pad for the gazebo with a 4’ wide concrete handicap accessible walkway from the main walkway to the gazebo; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by Borough Council of the Borough of Pennington, that the Chief Financial Officer is hereby authorized to issue a purchase order in an amount not to exceed \$3,800.00 to Wagner’s Land Expansion, for installation of the aforesaid concrete pad and walkway; and

**BE IT FURTHER RESOLVED** that once the Purchase Order is issued the Superintendent of Public Works is authorized to take additional steps as necessary to facilitate the installation of the concrete pad and walkway at Sked Street Park.

**Record of Council Vote on Passage**

<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>	<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>
Anagarone					Marciante				
Chandler					Stern				
Gnatt					Valenza				

This is to certify that the foregoing is a true copy of a Resolution adopted by Pennington Borough Council at a meeting on September 5, 2023.

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

# Estimate

Wagner's Land Expansion, Inc.  
 NJ License 13VH05107100  
 Sage D. Wagner  
 PO Box 462, Hopewell, NJ 08525  
 sagedwagner@gmail.com  
 (609) 737-4405

Date	Estimate #
8/3/2023	555

Name / Address
Borough of Pennington Public Works 30 North Main Street Pennington, NJ 08534

Description	Qty	Rate	Total
RE: Sked Street Park  Installing 12' x 12' concrete pad for gazebo with a 4' wide concrete walkway from main walkway to gazebo (handicap accessible)		3,800.00	3,800.00
		<b>Subtotal</b>	\$3,800.00
		<b>Sales Tax (6.625%)</b>	\$0.00
		<b>Total</b>	\$3,800.00

**BOROUGH OF PENNINGTON  
RESOLUTION 2023-9.5**

**RESOLUTION AUTHORIZING CANCELLING CAPITAL ORDINANCES**

**WHEREAS**, certain General Capital Improvement appropriation balances remain dedicated to projects now completed; and

**WHEREAS**, it is necessary to formally cancel said balances so that the unexpended debt authorizations may be cancelled against Deferred Charges to Future Taxation – Unfunded \$721,851.00 and Fund Balance \$80,900.28;

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Pennington that the below list of unexpended and dedicated balances of General Capital Appropriations be cancelled:

Ordinance 2020-03	Burd Phase 3	\$ 31,851.00
Ordinance 2020-09	Borough Hall	<u>\$690,000.00</u>
		<u>\$721,821.00</u>

Ordinance 2017-05	Borough Hall	\$28,588.71
Ordinance 2019-05	Abey / Burd	<u>\$52,311.57</u>
		<u>\$80,900.28</u>

**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 September 5, 2023.

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

**BOROUGH OF PENNINGTON  
RESOLUTION 2023-9.6**

**RESOLUTION AUTHORIZING CANCELLING GRANTS  
RECEIVABLE AND APPROPRIATED GRANTS**

**WHEREAS**, certain Grants Receivable have been deemed uncollectible or funds were received and applied against a different grant; and

**WHEREAS**, the auditor has recommended the need to analyze all grants receivable and appropriated grants to determine the amounts to be cancelled;

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Pennington that the below list of Grants Receivable and Appropriated Grants be cancelled;

Hazard Mitigation Grant      \$8,000.00

**Record of Council Vote on Passage**

<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>	<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>
Angarone					Marciante				
Chandler					Stern				
Gnatt					Valenza				

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on September 5, 2023.

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

**BOROUGH OF PENNINGTON  
RESOLUTION 2023 – 9.7**

**RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 (FINAL) FOR  
WEST FRANKIN AVENUE AND KNOWLES STREET ROAD  
REHABILITATION PROJECTS  
(VNHA #44836-210-71)**

**WHEREAS**, Borough Council has entered into a contract with Top Line Construction Corp. for West Franklin and Knowles Street Road Rehabilitation Projects (VNHA #44836-210-71) at the total contract price of \$645,930.39; and

**WHEREAS**, Top Line Construction Corp. has submitted the attached Change Order No. 1 (Final) to adjust quantities as necessary for the completion of the project for a reduction of \$129,808.50 in contract price;

**WHEREAS**, Van Note Harvey Associates has reviewed Change Order #1 (Final) and recommends approval; and

**NOW, THEREFORE, BE IT RESOLVED**, by Borough Council of the Borough of Pennington, that the aforesaid Change Order No. 1 (Final) authorizing adjustments to contract quantities, thereby reducing the net contract price by \$129,808.50 to \$516,121.89, is hereby approved.

**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 September 5, 2023.

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



**VIA E-MAIL**

August 30, 2023

bsterling@penningtonboro.org

Ms. Betty Sterling, Borough Clerk  
Borough of Pennington  
30 North Main Street  
Pennington, NJ 08534

**RE: Borough of Pennington  
West Franklin Avenue and Knowles Street Road Rehabilitation Projects  
Top Line Construction Corp.  
Change Order Number 1 - Final  
VNHA #44836-210-71**

Dear Ms. Sterling:

The NJDOT Change Order form and the supporting documents for Change Order No. 1-Final for the above referenced project are enclosed for consideration at the September 5<sup>th</sup> Council Meeting.

Change Order No. 1-Final proposes additions and reductions in contract quantities as necessary for completion of the project. A net decrease of \$129,808.50 is proposed. A detailed breakdown of the change in pay items is provided in the enclosed change order request.

I trust the information provided with the enclosed Change Order No. 1-Final request is sufficient for its inclusion on the September 5<sup>th</sup> Council Meeting Agenda.

If approved at the meeting, please sign and return five copies of the NJDOT Change Order Form so that we can prepare them for NJDOT project closeout.

Please contact me should you have any questions or require additional information.

Very truly yours,

A handwritten signature in blue ink that reads 'Brandon M. Fetzer'.

Brandon M. Fetzer, P.E.  
Borough Engineer

BMF

Y:\VNHADATA\PROJECTS\44836\PAY APPLICATIONS\CO 1 - FINAL\FRANKLIN-KNOWLES - CO-1 FINAL - LTR - 08-30-23.DOCX

cc: w/ encl: Mr. Ricky Smith, Superintendent of Public Works (rsmith@penningtonboro.org)



**NEW JERSEY DEPARTMENT OF TRANSPORTATION  
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT  
CHANGE ORDER NUMBER - 1  
STATE AID PROJECT**

Item 27.

<b>Project</b>	<u>West Franklin Ave. and Knowles St. Road Rehabilitation Project – FY 2020</u>
<b>Municipality</b>	<u>Borough of Pennington</u>
<b>County</b>	<u>Mercer</u>
<b>Contractor</b>	<u>Top Line Construction Corp.</u>

**In accordance with the project Supplementary Specification, the following are changes in the contract.**  
**Location and Reason for Change** (Attach additional sheets if required)  
 This Final Change Order is an adjustment to as-built quantities. It includes payment for incidental construction of steps and sanitary sewer lateral reconstructions required for construction of the project.

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Price</u>	<u>Amount</u>
-----------------	--------------------	-----------------------	-------------------	---------------

**SEE ATTACHED**

Amount of Original Contract	\$ 645,930.39	Extra	\$ 2,800.00
Adjusted amount Based on Change Order 1	\$ 516,121.89	Supplemental	\$ 102.20
		Reduction	\$ 132,710.70
		Total Change	\$ (129,808.50)
% Change in Contract [(+) Increase or (-) Decrease]	-20.10 %		

_____	_____	Approved: _____	_____
(Engineer)	(Date)	(District Manager)	(Date)
		(Bureau of Local Aid)	
_____	_____		
(Presiding Officer)	(Date)		
_____	_____		
(Contractor)	(Date)		

(Submit four (4) copies to the Local Aid District Office)

**van note - harvey**  
associates, inc.

103 College Road East  
 Princeton, New Jersey 08540  
 609-987-2323 Fax: 609-987-0005  
 NJ Authorization #24GA28271300

www.vannoteharvey.com



Since 1894

**CHANGE ORDER NO. 1-FINAL**
**ADJUSTMENT TO ACUAL COSTS SUMMARY**

West Franklin Avenue and Knowles Street Road Rehabilitation  
 Projects

Borough of Pennington  
 Top Line Construction Corp.  
 30-Aug-23

VAN NOTE-HARVEY ASSOC.  
 CONSULTING ENGINEERS  
 PRINCETON NJ

PROJECT:  
 OWNER:  
 CONTRACTOR:  
 DATE:

Item	Description	Unit	Contract Quantity	Revised Quantity	Change in Quantity	Unit Price	Net Change
<b>BASE BID</b>							
1	Mobilization	LS	1	1.00	0.00	\$ 240,000.00	\$ -
2	Progress Schedule	LS	1	1.00	0.00	\$ 295.01	\$ -
3	Construction Layout	LS	1	1.00	0.00	\$ 4,935.04	\$ -
4	Concrete Washout System	Ea.	1	0.00	(1.00)	\$ 0.01	\$ (0.01)
5	Uniformed Traffic Directors (Allowance)	Hr.	0	0.00	0.00	\$ 95.00	\$ -
6	Traffic Director, Flagger	Hr.	400	0.00	(400.00)	\$ 0.01	\$ (4.00)
7	Traffic Cone	Ea.	100	0.00	(100.00)	\$ 0.01	\$ (1.00)
8	Drums	Ea.	50	0.00	(50.00)	\$ 0.01	\$ (0.50)
9	Breakaway Barricade	Ea.	16	0.00	(16.00)	\$ 0.01	\$ (0.16)
10	Construction Signs	SF	400	373.00	(27.00)	\$ 14.70	\$ (396.90)
11	Clearing Site	LS	1	1.00	0.00	\$ 10,000.00	\$ -
12	Post and Wire Fence	LF	200	0.00	(200.00)	\$ 0.01	\$ (2.00)
13	Silt Fence	LF	500	0.00	(500.00)	\$ 0.01	\$ (5.00)
14	Inlet Filter, Type 2	Ea.	7	0.00	(7.00)	\$ 61.36	\$ (429.52)
15	Haybales	Ea.	28	0.00	(28.00)	\$ 0.01	\$ (0.28)
16	Wooden Post and Rail Fence, if & where directed	LF	40	29.00	(11.00)	\$ 78.75	\$ (866.25)
17	Excavation, Test Pit	CY	20	0.00	(20.00)	\$ 0.01	\$ (0.20)
18	Excavation, Unclassified	CY	1,280	1025.00	(255.00)	\$ 20.00	\$ (5,100.00)
19	Excavation, Unclassified, if & where	CY	285	0.00	(285.00)	\$ 0.01	\$ (2.85)
20	Excavation, Unclassified, Overexcavation	CY	615	0.00	(615.00)	\$ 0.01	\$ (6.15)
21	Rock Removal	CY	25	0.00	(25.00)	\$ 0.01	\$ (0.25)
22	Saw Cutting	LF	3,050	2572.00	(478.00)	\$ 0.01	\$ (4.78)
23	HMA Milling 3" or less	SY	6,250	6254.00	4.00	\$ 3.00	\$ 12.00
24	HMA 19M64 - Base Course 4"	Ton	1,240	702.39	(537.61)	\$ 67.00	\$ (36,019.87)
25	HMA 9.5M64 Surface Course 2"	Ton	1,335	1113.25	(221.75)	\$ 69.00	\$ (15,300.75)
26	Hot Mix Asphalt Driveway, 2" Thick	SY	80	26.10	(53.90)	\$ 44.68	\$ (2,408.25)
27	Tack Coat	Gal.	1,103	0.00	(1,103.00)	\$ 0.01	\$ (11.03)
28	Geotextiles	SY	6,230	3421.00	(2,809.00)	\$ 0.01	\$ (28.09)
29	Dense Graded Aggregate Base Course, 6"	SY	3,620	3421.00	(199.00)	\$ 0.01	\$ (1.99)
30	DGABC Variable Thickness	CY	595	0.00	(595.00)	\$ 0.01	\$ (5.95)
31	Coarse Aggregate, Size No. 57	CY	235	0.00	(235.00)	\$ 0.01	\$ (2.35)
32	Concrete Vertical Curb 6"x8"x18"	LF	2,825	2576.00	(249.00)	\$ 22.00	\$ (5,478.00)
33	Concrete Sidewalk, 4" Thick	SY	172	48.90	(123.10)	\$ 50.00	\$ (6,155.00)
34	Concrete Sidewalk, Reinforced, 6" Thick	SY	100	54.40	(45.60)	\$ 70.00	\$ (3,192.00)
35	Concrete Sidewalk, Reinforced, 8" Thick	SY	45	43.60	(1.40)	\$ 141.33	\$ (197.86)
36	Detectable Warning Surfaces	SY	3	1.00	(2.00)	\$ 141.60	\$ (283.20)
37	Set Inlet Type A, Casting	Ea.	1	1.00	0.00	\$ 1,142.22	\$ -
38	Set Inlet Type B, Casting	Ea.	4	2.00	(2.00)	\$ 1,290.90	\$ (2,581.80)
39	Set Inlet Type E, Casting	Ea.	0	0.00	0.00	\$ -	\$ -
40	Curb Piece, N-ECO	Ea.	4	2.00	(2.00)	\$ 427.87	\$ (855.74)
41	Bicycle Safe Grate	Ea.	5	3.00	(2.00)	\$ 375.11	\$ (750.22)
42	Set Manhole Casting	Ea.	2	0.00	(2.00)	\$ 1,067.88	\$ (2,135.76)
43	Manhole Covers	Ea.	2	0.00	(2.00)	\$ 292.51	\$ (585.02)

Item	Description	Unit	Contract Quantity	Revised Quantity	Change in Quantity	Unit Price	Net Change
44	Reset Manhole, Sanitary Sewer, Using Existing Casting	Ea.	12	3.00	(9.00)	\$ 50.00	\$ (450.00)
45	Reset Gas Valve Box	Ea.	0	0.00	0.00	\$ -	\$ -
46	Reset Water Valve Box	Ea.	16	15.00	(1.00)	\$ 17.70	\$ (17.70)
47	Regulatory and Warning Sign	SF	125	100.00	(25.00)	\$ 42.00	\$ (1,050.00)
48	Traffic Stripes, 4"	LF	3,250	3332.00	82.00	\$ 1.10	\$ 90.20
49	Traffic Markings Line, 6"	LF	230	124.00	(106.00)	\$ 1.63	\$ (172.78)
50	Traffic Markings Lines, 12"	LF	35	0.00	(35.00)	\$ 3.31	\$ (115.85)
51	Traffic Markings Lines, 24"	LF	126	98.00	(28.00)	\$ 6.51	\$ (182.28)
52	Traffic Markings Symbol	SF	0	0.00	0.00	\$ -	\$ -
53	Topsoiling, 5" Thick	SY	2,820	1765.00	(1,055.00)	\$ 0.01	\$ (10.55)
54	Fertilizer and Seeding, Type M	SY	2,820	1765.00	(1,055.00)	\$ 0.01	\$ (10.55)
55	Straw Mulching	SY	2,820	1765.00	(1,055.00)	\$ 0.01	\$ (10.55)
56	Beam Guide Rail	LF	100	87.50	(12.50)	\$ 21.72	\$ (271.50)
57	Beam Guide Rail Post	Ea.	15	15.00	0.00	\$ 65.10	\$ -
58	Tangent Guide Rail Terminal	Ea.	2	2.00	0.00	\$ 5,775.05	\$ -
59	Asphalt Price Adjustment	LS	1	-0.38	(1.38)	\$ 25,000.00	\$ (34,486.53)
60	Fuel Price Adjustment	LS	1	-0.31	(1.31)	\$ 10,000.00	\$ (13,119.69)
61	Relocate Sanitary Sewer Lateral	Ea.	0	3.00	3.00	\$ 600.00	\$ 1,800.00
62	Install Concrete Steps	LS	0	1.00	1.00	\$ 1,000.00	\$ 1,000.00

Original Contract Amount: \$ 645,930.39  
 Adjusted Contract Amount Through This Change Order: \$ 516,121.89

Based Upon This Change Order:

**Contract Increase \$ 2,902.20**  
**Contract Decrease \$ (132,710.70)**

**Change Order No. 1-Final \$ (129,808.50)**

**BOROUGH OF PENNINGTON  
RESOLUTION 2023 – 9.8**

**RESOLUTION AUTHORIZING PAYMENT REQUEST NO. 2 (FINAL) TO TOP  
LINE CONSTRUCTION CORP. FOR WORK COMPLETED ON THE WEST  
FRANKLIN AVENUE AND KNOWLES STREET ROAD REHABILITATION  
PROJECT (VNHA #44836-210-71)**

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

**WHEREAS**, Van Note Harvey Associates has reviewed Top Line Construction Corp’s attached application for payment and recommends payment of same pursuant to the Contractor’s Request for Payment No.2 (Final) in the amount of \$178,965.25 including retainage; and

**WHEREAS**, this is a final payment under the contract; and

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

**NOW, THEREFORE BE IT RESOLVED**, by the Borough Council of the Borough of Pennington, that payment to Top Line Construction Corp. in the net amount of \$178,965.25 pursuant to payment request No.2 (Final) is hereby authorized, upon receipt of fully executed documents, Maintenance Bond and certified payrolls.

**Record of Council Vote on Passage**

<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>	<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>
Angarone					Marciante				
Chandler					Stern				
Gnatt					Valenza				

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on September 5, 2023.

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



**VIA E-MAIL**

August 30, 2023

bsterling@penningtonboro.org

Ms. Betty Sterling, Borough Clerk  
 Borough of Pennington  
 30 North Main Street  
 Pennington, NJ 08534

**RE: Borough of Pennington  
 West Franklin Avenue and Knowles Street Road Rehabilitation Projects  
 Top Line Construction Corp.  
 Payment Application Number 2 - Final  
 VNHA # 44836-210-71**

Dear Ms. Sterling:

Attached please find the following payment application documents for the above-referenced project completed through June 30, 2023:

1. Estimate No. 2-Final prepared by this office,
2. Signed Application for Payment No. 2-Final, with Contractor's Certification,
3. Signed Recommendation of Payment No. 2-Final,

Van Note-Harvey Associates has reviewed this application and recommends payment to Top Line Construction Corp. for completed work and return of retainage as shown below.

<u>Item</u>	<u>Project Total</u>	<u>Previous Payment</u>	<u>Amount This Estimate</u>
Original Contract Amount	\$645,930.39		
Current Contract Amount (Rev. Through CO 1-Final)	\$516,121.89		
Total Work Completed and Stored Materials to Date	\$516,121.89	\$344,037.39	<b>\$172,084.50</b>
Less 0% Retainage	\$0.00	\$6,880.75	<b>\$0.00</b>
Return of Retainage			<b>(\$6,880.75)</b>
<b>Net Amount to be Paid by Pennington Borough</b>	\$516,121.89	\$337,156.64	<b>\$178,965.25</b>

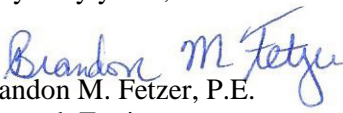
Certified payrolls for the associated time period have been provided to the Borough by Top Line Construction Corp. under separate cover.

We further recommend that this payment be made pending submission of an acceptable Maintenance Bond by Top Line Construction, Corp.

I trust that the enclosed information is sufficient to include this payment request on the September 5, 2023 meeting agenda.

Please contact me should you have any questions or require additional information.

Very truly yours,

  
Brandon M. Fetzer, P.E.  
Borough Engineer

BMF

Y:\VNHADATA\PROJECTS\44836\PAY APPLICATIONS\CO 1 - FINAL\FRANKLIN-KNOWLES - CO-1 FINAL - LTR - 08-30-23.DOCX

cc: w/ encl: Mr. Ricky Smith, Superintendent of Public Works (rsmith@penningtonboro.org)

**APPLICATION FOR PAYMENT NO. 2 - Final**

Item 28.

To The Borough of Pennington, New Jersey (OWNER) Dated August 30, 2023  
 Contract for West Franklin Avenue and Knowles Street Road Rehabilitation Project  
 OWNER'S Project No. \_\_\_\_\_ ENGINEER'S Project No. 44836-210-71  
 For Work accomplished through the date of June 30, 2023

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
SEE ATTACHED Estimate No. 2	\$		\$		\$
<b>Total</b>			\$		\$
Original Contract: \$645,930.39 Current Contract: \$516,121.89 (through CO1-Final)					

Accompanying Documentation:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

WORK COMPLETED TO DATE ..... \$516,121.89  
 MATERIALS STORED (75% OF INVOICE AMT). ..... \$0.00  
 TOTAL AMOUNT TO DATE ..... \$516,121.89  
 LESS 0 % RETAINAGE ..... \$0.00  
 AMOUNT DUE TO DATE ..... \$516,121.89  
 LESS PREVIOUS PAYMENTS RECOMMENDED ..... \$337,156.64  
 AMOUNT DUE THIS APPLICATION ..... \$178,965.25

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated August 30, 2023

Top Line Construction Corp.  
 CONTRACTOR

By 

ENGINEER'S Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated August 30, 2023

VAN NOTE-HARVEY ASSOCIATES, INC.  
 ENGINEER

By 

Date: August 30, 2023

File: 44836

**Estimate Certificate No. 2**  
**( May 27, 2023 through June 30, 2023 )**

Project: West Franklin Avenue Road Reconstruction - Sta. 0+00 Sta. 9+96 and Knowles Street Mill & Overlay Sta. 0+00 to Sta. 18+32  
 Owner: Borough of Pennington  
 Contractor: Top Line Construction Corp.  
 22 Fifth Street  
 Somerville, NJ 08876

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	Quantity To Date	Amount To Date	Percent Complete
<b>BASE BID</b>								
1	Mobilization	1	LS	\$ 240,000.00	\$ 240,000.00	1.00	\$ 240,000.00	100.0%
2	Progress Schedule	1	LS	\$ 295.01	\$ 295.01	1.00	\$ 295.01	100.0%
3	Construction Layout	1	LS	\$ 4,935.04	\$ 4,935.04	1.00	\$ 4,935.04	100.0%
4	Concrete Washout System	0	Ea.	\$ 0.01	\$ -	0.00	\$ -	
5	Uniformed Traffic Directors (Allowance)	0	Hr.	\$ 95.00	\$ -	0.00	\$ -	
6	Traffic Director, Flagger	0	Hr.	\$ 0.01	\$ -	0.00	\$ -	
7	Traffic Cone	0	Ea.	\$ 0.01	\$ -	0.00	\$ -	
8	Drums	0	Ea.	\$ 0.01	\$ -	0.00	\$ -	
9	Breakaway Barricade	0	Ea.	\$ 0.01	\$ -	0.00	\$ -	
10	Construction Signs	373	SF	\$ 14.70	\$ 5,483.10	373.00	\$ 5,483.10	100.0%
11	Clearing Site	1	LS	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	100.0%
12	Post and Wire Fence	0	LF	\$ 0.01	\$ -	0.00	\$ -	
13	Silt Fence	0	LF	\$ 0.01	\$ -	0.00	\$ -	
14	Inlet Filter, Type 2	0	Ea.	\$ 61.36	\$ -	0.00	\$ -	
15	Haybales	0	Ea.	\$ 0.01	\$ -	0.00	\$ -	
16	Wooden Post and Rail Fence, if & where directed	29	LF	\$ 78.75	\$ 2,283.75	29.00	\$ 2,283.75	100.0%
17	Excavation, Test Pit	0	CY	\$ 0.01	\$ -	0.00	\$ -	
18	Excavation, Unclassified	1,025	CY	\$ 20.00	\$ 20,500.00	1,025.00	\$ 20,500.00	100.0%
19	Excavation, Unclassified, if & where	0	CY	\$ 0.01	\$ -	0.00	\$ -	
20	Excavation, Unclassified, Overexcavation	0	CY	\$ 0.01	\$ -	0.00	\$ -	
21	Rock Removal	0	CY	\$ 0.01	\$ -	0.00	\$ -	
22	Saw Cutting	2,572	LF	\$ 0.01	\$ 25.72	2,572.00	\$ 25.72	100.0%
23	HMA Milling 3" or less	6,254	SY	\$ 3.00	\$ 18,762.00	6,254.00	\$ 18,762.00	100.0%
24	HMA 19M64 - Base Course 4"	702	Ton	\$ 67.00	\$ 47,060.13	702.39	\$ 47,060.13	100.0%
25	HMA 9.5M64 Surface Course 2"	1,113	Ton	\$ 69.00	\$ 76,814.25	1,113.25	\$ 76,814.25	100.0%
26	Hot Mix Asphalt Driveway, 2" Thick	26	SY	\$ 44.68	\$ 1,166.15	26.10	\$ 1,166.15	100.0%
27	Tack Coat	0	Gal.	\$ 0.01	\$ -	0.00	\$ -	
28	Geotextiles	3,421	SY	\$ 0.01	\$ 34.21	3,421.00	\$ 34.21	100.0%
29	Dense Graded Aggregate Base Course, 6"	3,421	SY	\$ 0.01	\$ 34.21	3,421.00	\$ 34.21	100.0%
30	DGABC Variable Thickness	0	CY	\$ 0.01	\$ -	0.00	\$ -	
31	Coarse Aggregate, Size No. 57	0	CY	\$ 0.01	\$ -	0.00	\$ -	
32	Concrete Vertical Curb 6"x8"x18"	2,576	LF	\$ 22.00	\$ 56,672.00	2,576.00	\$ 56,672.00	100.0%
33	Concrete Sidewalk, 4" Thick	49	SY	\$ 50.00	\$ 2,445.00	48.90	\$ 2,445.00	100.0%
34	Concrete Sidewalk, Reinforced, 6" Thick	54	SY	\$ 70.00	\$ 3,808.00	54.40	\$ 3,808.00	100.0%
35	Concrete Sidewalk, Reinforced, 8" Thick	44	SY	\$ 141.33	\$ 6,161.99	43.60	\$ 6,161.99	100.0%
36	Detectable Warning Surfaces	1	SY	\$ 141.60	\$ 141.60	1.00	\$ 141.60	100.0%
37	Set Inlet Type A, Casting	1	Ea.	\$ 1,142.22	\$ 1,142.22	1.00	\$ 1,142.22	100.0%
38	Set Inlet Type B, Casting	2	Ea.	\$ 1,290.90	\$ 2,581.80	2.00	\$ 2,581.80	100.0%
39	Set Inlet Type E, Casting	0	Ea.	\$ -	\$ -	0.00	\$ -	
40	Curb Piece, N-ECO	2	Ea.	\$ 427.87	\$ 855.74	2.00	\$ 855.74	100.0%
41	Bicycle Safe Grate	3	Ea.	\$ 375.11	\$ 1,125.33	3.00	\$ 1,125.33	100.0%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	Quantity To Date	Amount To Date	Percent Complete
42	Set Manhole Casting	0	Ea.	\$ 1,067.88	\$ -	0.00	\$ -	
43	Manhole Covers	0	Ea.	\$ 292.51	\$ -	0.00	\$ -	
44	Reset Manhole, Sanitary Sewer, Using Existing	3	Ea.	\$ 50.00	\$ 150.00	3.00	\$ 150.00	100.0%
45	Reset Gas Valve Box	0	Ea.	\$ -	\$ -	0.00	\$ -	
46	Reset Water Valve Box	15	Ea.	\$ 17.70	\$ 265.50	15.00	\$ 265.50	100.0%
47	Regulatory and Warning Sign	100	SF	\$ 42.00	\$ 4,200.00	100.00	\$ 4,200.00	100.0%
48	Traffic Stripes, 4"	3,332	LF	\$ 1.10	\$ 3,665.20	3,332.00	\$ 3,665.20	100.0%
49	Traffic Markings Line, 6"	124	LF	\$ 1.63	\$ 202.12	124.00	\$ 202.12	100.0%
50	Traffic Markings Lines, 12"	0	LF	\$ 3.31	\$ -	0.00	\$ -	
51	Traffic Markings Lines, 24"	98	LF	\$ 6.51	\$ 637.98	98.00	\$ 637.98	100.0%
52	Traffic Markings Symbol	0	SF	\$ -	\$ -	0.00	\$ -	
53	Topsoiling, 5" Thick	1,765	SY	\$ 0.01	\$ 17.65	1,765.00	\$ 17.65	100.0%
54	Fertilizer and Seeding, Type M	1,765	SY	\$ 0.01	\$ 17.65	1,765.00	\$ 17.65	100.0%
55	Straw Mulching	1,765	SY	\$ 0.01	\$ 17.65	1,765.00	\$ 17.65	100.0%
56	Beam Guide Rail	88	LF	\$ 21.72	\$ 1,900.50	87.50	\$ 1,900.50	100.0%
57	Beam Guide Rail Post	15	Ea.	\$ 65.10	\$ 976.50	15.00	\$ 976.50	100.0%
58	Tangent Guide Rail Terminal	2	Ea.	\$ 5,775.05	\$ 11,550.10	2.00	\$ 11,550.10	100.0%
59	Asphalt Price Adjustment	-0.38	LS	\$ 25,000.00	\$ (9,486.53)	-0.38	\$ (9,486.53)	100.0%
60	Fuel Price Adjustment	-0.31	LS	\$ 10,000.00	\$ (3,119.69)	-0.31	\$ (3,119.69)	100.0%
61	Relocate Sanitary Sewer Lateral	3	Ea.	\$ 600.00	\$ 1,800.00	3.00	\$ 1,800.00	100.0%
62	Install Concrete Steps	1	LS	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	100.0%
<b>TOTAL BASE BID - (ITEMS 1-62)</b>					<b>\$ 516,121.89</b>		<b>\$ 516,121.89</b>	

Original Contract Amount:	\$ 645,930.39	Amount Allowed to Date:	\$ 516,121.89
Adjusted Contract Amount Through	\$ 516,121.89	Less 0% Retainage:	\$ -
Change Order No. 1 - Final		Amount to be Paid	\$ 516,121.89
Percent Complete:	100.00%	Amount Previously Paid:	\$ 337,156.64
		<b>Amount Due:</b>	<b>\$ 178,965.25</b>

**Amount Due this Estimate #2 \$ 178,965.25**

NO. 2 -Final

**RECOMMENDATION OF PAYMENT**

OWNER's Project No. \_\_\_\_\_ ENGINEER's Project No. 44836-210-71

PROJECT: West Franklin and Knowles Street Road Rehabilitation Projects

CONTRACTOR Top Line Construction Corp.

Contract Date March 21, 2022 Application Date August 30, 2023

Application Amount \$178,965.25 For Period Ending June 30, 2023

TO: The Borough of Pennington  
OWNER

Attached hereto is the CONTRACTOR'S Application for Payment for Work accomplished under the Contract through the date indicated above. The Application meets the requirements of the Contract Documents and includes the CONTRACTOR'S Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the Work covered by all prior Applications for Payment.

In accordance with the Contract the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

VAN NOTE-HARVEY ASSOCIATES, INC.  
ENGINEER

Dated August 30, 2023

By Brandon M Fetze

**STATEMENT OF WORK**

Original Contract Price	\$	<u>645,930.39</u>	Work Completed to Date	\$	<u>516,121.89</u>
Net Change Orders	\$	<u>-129,808.50</u>	Materials Stored (75% of Inv. Amt.)	\$	<u>0.00</u>
Current Contract Price	\$	<u>516,121.89</u>	Subtotal	\$	<u>516,121.89</u>
Work to be Done	\$	<u>0.00</u>	Amount Retained (0%)	\$	<u>0.00</u>
			Total Net Amount	\$	<u>516,121.89</u>
			Previous Payments Recommended	\$	<u>337,156.64</u>
			Amount Due This Payment	\$	<u>178,965.25</u>

**BOROUGH OF PENNINGTON  
RESOLUTION 2023 – 9.9**

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

**WHEREAS**, NJSA 40A4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

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

**WHEREAS**, the Borough of Pennington has received a grant in the amount of \$10,000.00 from the State of New Jersey – Department of Environmental Protection for a Stormwater Assistance Grant; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Borough Council of the Borough of Pennington hereby requests the Director of the Division of Local Government Services to approve the insertion of a special item of revenue in the budget of the year 2023 in the sum of \$10,000.00, which is now available as revenue from:

Stormwater Assistance Grant

**BE IT FURTHER RESOLVED** that a like sum of \$10,000.00 be and the same is hereby appropriated under the caption of:

Stormwater Assistance Grant

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

**Record of Council Vote on Passage**

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on September 5, 2023.

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

**BOROUGH OF PENNINGTON  
RESOLUTION 2023 – 9.10**

**RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE  
NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY FOR THE NEW JERSEY  
ASSET ACTIVATION PNANNING GRANT**

**WHEREAS**, the State of New Jersey, Economic Development Authority has announced that applications for an award up to \$50,000 are being accepted through November 13, 2023 on a first-come first-served basis; and

**WHEREAS**, this grant would help activate under-utilized public assets that would benefit the community and the regional economy; and

**WHEREAS**, Borough Council is interested in pursuing an application for such a grant;

**WHEREAS**, the proposed Borough application would request funding for completion of the investigation process relating to redevelopment of the landfill properties;

**WHEREAS**, a non-refundable application fee of \$1,000 is required at the time of application; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this purpose in budget line #: 3-01-20-100-000-255;

**NOW, THEREFORE, BE IT RESOLVED**, that the Borough Clerk of the Borough of Pennington is hereby authorized to submit a grant application for the New Jersey Asset Activation Planning Grant;

**Record of Council Vote on Passage**

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on September 5, 2023.

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

**BOROUGH OF PENNINGTON  
RESOLUTION 2023-9.11**

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH  
VAN NOTE-HARVEY ASSOCIATES IN CONNECTION WITH STORM SEWER  
MAPPING MS4 GENERAL PERMIT MAPPING UPDATES  
(VNHA PROJECT NO. BOOFP-23014P)**

**WHEREAS**, Pennington Borough applied for and received a Stormwater Assistance Grant from the Bureau of NJPDES Stormwater Permitting and Water Quality Management to assist NJ Municipalities in upgrading their MS4 Stormwater Programs to comply with requirements of the 2023 Tier A MS4 Permit renewal; and

**WHEREAS**, the Borough seeks to enter into a professional services agreement with Van Note-Harvey Associates to assist the Borough in preparation of the Storm Sewer System GIS Mapping; and

**WHEREAS**, Van Note Harvey has submitted a proposal dated August 15, 2023 for this work in the amount of \$25,000; and

**WHEREAS**, any work exceeding the scope of work described in the annexed Proposal shall require prior written approval by Borough Council;

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this purpose in the Borough Grant Fund – Stormwater Assistance Grant;

**NOW, THEREFORE, BE IT RESOLVED**, by Borough Council of the Borough of Pennington that the Chief Financial Officer and Borough Clerk are hereby authorized issue a purchase order in the amount not to exceed \$25,000 to Van Note-Harvey Associates for the subject services.

**Record of Council Vote on Passage**

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Chandler					Marciante				
Gnatt					Mills				
Griffiths					Semple				

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on September 3, 2019.

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



**VIA E-MAIL**

August 15, 2023

Mr. Rick Smith, Superintendent of Public Works  
Borough of Pennington  
301 North Main Street  
Pennington, New Jersey 08534

**RE: Pennington Borough Storm Sewer System Mapping  
MS4 General Permit Mapping Updates  
VNHA Project No.: BOOFP-23014P**

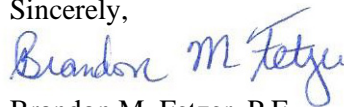
Dear Mr. Smith,

As we previously discussed the Borough applied for and was approved for a MS4 grant for the preparation of a Storm Sewer GIS Map. We are pleased to present this proposal to assist the Borough in preparation of the Storm Sewer System GIS Mapping. This work will be completed in support of the Borough’s MS4 grant for GIS mapping of the Borough’s Storm Sewer System. We have developed the below scope of work to describe the steps to prepare GIS mapping for the Borough Storm Sewer System. Our approach is summarized below.

We plan to expand the Borough’s Existing GIS Map of the Borough’s Storm Sewer System. The current map identifies the locations of existing outfalls within the Borough. The locations of the existing storm sewer structures will be populated through various methods. Public Works’ map and numbering scheme of inlets will be utilized as a base to identify and locate existing infrastructure. We will use existing data, collected for preparation of past road projects, pipe elevations and sizes will be added to the maps. An updated Storm sewer system map will be prepared depicting the system and its components.

Data for structures not located for previous road projects will be field located using GPS field equipment. The collected data will be added to the Borough Map. All data will be presented on a GIS map with data collected in conformance with the DEP’s GIS standards.

Task	Description	Estimated Fee
1	Identify and Compile Pennington Road Project Summary Map.	\$2,000
2	Import Storm Sewer Data into GIS	\$5,000
3	Locate Additional Storm Sewer Structures	\$10,000
4	Update GIS Mapping	\$7,000
5	Meet with Brough and Present Maps	\$1,000
	Total	\$25,000

Sincerely,  
  
Brandon M. Fetzer, P.E.  
Borough Engineer

BMF

Y:\VNHADATA\PROJECTS\45713\PROPOSALS\MS4 STORM SEWER MAPPING - 08-10-2023.DOCX

**BOROUGH OF PENNINGTON  
RESOLUTION 2023-9.12**

**RESOLUTION AUTHORIZING THE PROMOTION OF JOHN VAGOTT TO THE  
POSITION OF LABORER 2 EFFECTIVE SEPTEMBER 14, 2023**

**WHEREAS**, an agreement exists between the Borough of Pennington and the International Brotherhood of Teamsters Local No. 35; and

**WHEREAS**, pursuant to Article 28 of the agreement, promotion or hiring to the Laborer 2 position requires a CDL license and satisfaction of the Borough’s criteria for promotion or position;

**WHEREAS**, a Laborer 2 must demonstrate a mastery of all assigned Laborer I level responsibilities with little or no supervision, direction or instruction;

**WHEREAS**, If a Laborer I has not been promoted to Laborer 2 after four (4) years of satisfactory performance as a Laborer I, there must be a mandatory review at the beginning of the fifth (5<sup>th</sup>) year of employment; and

**WHEREAS**, the Superintendent of Public Works has submitted his recommendation for promotion of John Vaggott from Laborer 1 to Laborer 2; and

**WHEREAS**, the Personnel Committee is in agreement with the recommendation of the Superintendent of Public Works;

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

1. The promotion of John Vaggott from Laborer I to Laborer 2 is hereby approved effective September 14, 2023.
2. Mr. Vaggott’s hourly rate will be adjusted as set forth in the Agreement between the Borough of Pennington and the International Brotherhood of Teamsters – Local No. 35.

**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 of September 5, 2023.

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

**van note - harvey**

103 College Road East  
Princeton, New Jersey 08540  
609-987-2323 Fax: 609-987-0005  
www.vannoteharvey.com



**VIA E-MAIL**

May 31, 2023

Mayor James Davy  
Borough of Pennington  
30 North Main Street  
Pennington, NJ 08534

**RE: Borough of Pennington Water System  
Conceptual Design (Feasibility Study) for PFAS Treatment  
VNHA #PEN-BOOFP23005**

Dear Mr. Mayor,

As we discussed during our meeting to review the impacts of the new EPA regulations regarding Perfluorinated Chemicals (PFC) on the Borough’s Water System, we are pleased to submit this proposal for the evaluation of treatment approaches.

Approach:

**Task A.** VNHA will investigate the availability of financial funding for Pennington Borough to engage VNHA to perform concept design for PFAS treatment.

**Task B.** VNHA will identify all effective treatment options (for present & future needs) addressing all contaminants exceeding standards, considering each individual well water treatment facility, as well as centralized well water treatment facility(s).

**Task C.** VNHA will provide a recommendation based on a cost comparison of all potable water service alternatives (present & future); that is, considering: well water treatment options, an interconnection with a public water utility (e.g. New Jersey American Water Company), and all water service provided by a public water utility (the Borough water system purchased).

Please refer to attached Table #1. for a more detailed description of each of the above tasks.

Since the amount of effort required to perform the above scope of services is difficult to define accurately, a budgetary cost estimate was prepared projecting the needed combination of services performed by a VNHA Project Team. A breakdown of the overall budgetary cost estimate is as follows:

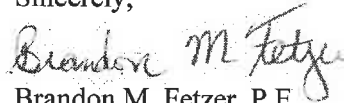


<i>Item</i>	<i>Estimated Time (hrs.)</i>	<i>Estimated Cost</i>
<b>Task A.</b>	<b>26</b>	<b>\$5,000</b>
<b>Task B.</b>	<b>261</b>	<b>\$58,000</b>
<b>Task C.</b>		
<b>Reimbursable Expenses:</b>	<b>---</b>	<b>\$1,500</b>
<b>Total Estimated Cost:</b>	<b>---</b>	<b>\$64,500</b>

\*VNHA services will be provided on a time and material basis, based on VNHA's Standard Hourly Billing Rates. The Borough will be invoiced for actual time spent by the individual(s) working on the project. Accordingly, the invoicing may be higher or lower than the estimated fee depending on the actual hours required to complete the task. Individual line-item fees and hours are for estimating purposes of the project scope only. While project invoicing for the individual line items may be higher or lower than the estimated numbers, depending on the actual hours and personnel required, the total fee/hours for the project scope (excluding additional services) will govern. No additional work or costs will be undertaken without the Borough's written approval.

On behalf of Van Note-Harvey Associates, we appreciate the opportunity to submit this proposal to assist the Borough in developing an approach for complying with the forthcoming EPA regulations on PFC's.

Sincerely,



Brandon M. Fetzer, P.E.  
Borough Engineer

NFN / BMF/ TES

Y:\VNHADATA\PROJECTS\45713\PROPOSALS\PFC - FEASABILITY STUDY - 05-25-2023.DOCX

cc: Mr. Rick Smith, Borough of Pennington  
Ms. Betty Sterling, Borough of Pennington  
DEF / TOS / BMF / NFN / JMM

<b>TABLE #1.</b>	
<b>ID</b>	<b>Task Description</b>
<b>A.</b>	<b>Investigate the availability of financial funding for Pennington Borough to perform a concept design for PFAS treatment.</b>
1.	Establish/confirm the “project definition” and “scope of work” via conference call or meeting with Borough representative(s).
2.	Initially, a telephone discussion with NJDEP Infrastructure Fund representative and possibly other funding sources that may be identified; includes written documentation of discussion(s)/findings.
3.	Pre-application filing meeting with NJDEP Infrastructure Fund representative and/or other funding sources identified; includes written documentation of discussion(s)/findings.
4.	Review (via conference call) findings with Borough representative(s) and prepare & recommend next steps.
<b>B.</b>	<b>Identify all effective treatment options (for present &amp; future needs) addressing all contaminants; considering each individual well water treatment facilities as well as centralized well water treatment facility(s).</b>
1	All water quality testing results (last 2 yrs.; daily/monthly reports) for each well and for centralized treatment.
	--- Obtain, review/analyze & summarize each chemical parameter (average daily, average monthly, average annual levels, plus minimum & maximum levels); also, well production (average daily/monthly/annual) for each well.
2	Identify all effective treatment options (for present & future needs)
	---Determine conceptual location of a centralized treatment facility and the required associated raw water collection system layout.
	---Technology & required pre-treatment for each well and for centralized treatment. Also, the following:
	-Associated waste disposal method for each
	-Associated water loss for each
	-Associated removal effectiveness (%) for each
<b>C.</b>	<b>Provide a recommendation based on a cost comparison of all potable water service alternatives (present &amp; future); that is, considering: well water treatment options, an interconnection with a public water utility (e.g. New Jersey American Water Company), and all water service provided by a public water utility (the Borough water system purchased).</b>
1	Determine the estimated capital and operating cost for each individual well water treatment facility.
2	Determine the estimated capital and operating cost for a centralized well water treatment facility.
3	Determine the estimated capital and operating cost for an interconnection with a public water utility (e.g. New Jersey American water Company). <i>[update previous estimate of req'd additional facilities + cost of NJAW water.]</i>
4	Cost of NJAW Full Water Service (includes fire hydrant charges & in-ft charge).
5	Prepare a Cost Comparison of all potable water service alternatives (present & future).

**BOROUGH OF PENNINGTON  
RESOLUTION 2023-9.13**

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH  
VAN NOTE-HARVEY ASSOCIATES IN CONNECTION WITH EPA REGULATIONS  
REGARDING PERFLUORINATED CHEMICALS (PFC) ON THE BOROUGH’S  
WATER SYSTEM (VNHA PROJECT NO. BOOFP-23005)**

**WHEREAS**, the Borough seeks to enter into a professional services agreement with Van Note-Harvey Associates to review the impacts of the new EPA regulations regarding Perfluorinated Chemicals (PFC) on the Borough’s Water System; and

**WHEREAS**, Van Note Harvey has submitted a proposal dated May 31, 2023 for this work in the amount of \$64,500; and

**WHEREAS**, any work exceeding the scope of work described in the annexed Proposal shall require prior written approval by Borough Council;

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this purpose under Ordinance 98-3 Improvements to Water Supply System;

**NOW, THEREFORE, BE IT RESOLVED**, by Borough Council of the Borough of Pennington that the Chief Financial Officer and Borough Clerk are hereby authorized to issue one or more purchase orders in a total amount not to exceed \$64,500 to Van Note-Harvey Associates for the subject services, with the understanding that total billings may not exceed that amount without the prior approval of Borough Council. .

**Record of Council Vote on Passage**

<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>	<b>COUNCILMAN</b>	<b>AYE</b>	<b>NAY</b>	<b>N.V.</b>	<b>A.B.</b>
Angarone					Marciante				
Chandler					Stern				
Gnatt					Valenza				

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on September 5, 2023.

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