BOROUGH COUNCIL WORK SESSION - OCTOBER 26, 2026 AGENDA

Monday, October 26, 2026 at 7:00 PM

Online via Zoom

I. **Call to Order**

II. **Roll Call - Borough Clerk - GP Caminiti**

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

III. **Open Public Meetings Statement**

Notice of this meeting has been 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.

IV. **Open to the Public/ Public Comment**

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.

V. **Resolution for Council Action:**

1. Resolution 2026 - 10.8 - Resolution Awarding Contract to Top Line Construction Corp. for Improvements to Abey Drive

VI. **Work Session Discussion Items:**

1. Ordinance Regulating Data Centers

VII. **Review of Tentative Council Regular Agenda**

1. Appointment - Senior Advisory Committee - Beverly Tucker Term Ending December 31, 2028
2. Appointment - Economic Development Commission - Gretchen Overhiser, Alt II Term Ending December 31, 2026
3. Approval of Minutes
4. Introduction - Ordinance 2026 - 35 - Amending Salary Ordinance 2026 - 23

5. Public Hearing and Adoption - Ordinance 2026 - 28 – An Ordinance Updating Chapter 172 of the Borough Code Concerning Leaf, Brush and Yard-Waste Collection and Providing for Registration of Commercial Landscaping and Snow-Removal Contractors

6. Public Hearing and Adoption - Ordinance 2026 - 29 - An Ordinance Prohibiting Cash Payments for Taxes, Utilities, Fees and Other Payments to the Borough

7. TO BE WITHDRAWN: Ordinance 2026 - 30 - Bond Ordinance Providing for Road Improvements to Sked Street, Vannoy Avenue and West Welling Avenue in and by the Borough of Pennington, In the County of Mercer, New Jersey, Appropriating $800,000 Therefor and Authorizing the Issuance of $760,000 Bonds or Notes of the Borough to Finance Part of the Cost Thereof

8. TO BE WITHDRAWN: Ordinance 2026 - 31 - Bond Ordinance Providing for the Acquisition of One Or More Garbage Trucks in and by the Borough of Pennington, In the County of Mercer, New Jersey, Appropriating $800,000 Therefor and Authorizing the Issuance Of $760,000 Bonds or Notes of the Borough to Finance Part of the Cost Thereof Program

9. Public Hearing and Adoption - Ordinance 2026 - 32 - Bond Ordinance Providing for Road Improvements to Sked Street, Vannoy Avenue and West Welling Avenue in and by The Borough of Pennington, in the County of Mercer, New Jersey, Appropriating $800,000 Therefor and Authorizing the Issuance of $800,000 Bonds or Notes of The Borough to Finance the Cost Thereof

10. Public Hearing and Adoption - Ordinance 2026 - 33 - Bond Ordinance Providing for the Acquisition of an Electric Garbage Truck in and by the Borough of Pennington, in the County of Mercer, New Jersey, Appropriating $500,000 Therefor and Authorizing the Issuance of $500,000 Bonds or Notes of the Borough to Finance the Cost Thereof

11. Public Hearing and Adoption - Ordinance 2026 - 34 - Bond Ordinance Providing for the Acquisition of a Diesel Garbage Truck in and by the Borough of Pennington, in the County of Mercer, New Jersey, Appropriating $300,000 Therefor and Authorizing the Issuance of $285,000 Bonds or Notes of The Borough to Finance Part of the Cost Thereof

12. Resolution 2026 - 11.1 - Authorize Payment of Bills

13. Resolution 2026 - 11.2 - Refund for Kunkel Park Reservation (Bank of America)

14. Resolution 2026 - 11.3 - Resolution Approving Raffle License RA: 1:26 for St. Matthews Church

15. Resolution 2026 - 11.4 - Holiday Walk Liquor License

16. Resolution 2026 - 11.5 - Resolution Authorizing Engineering Services by Colliers Engineering in the Amount Of $97,500.00 In Connection with Reconstruction of Portions of Sked Street and West Welling and Vannoy Avenues

17. Resolution 2026 - 11.6 - Resolution Authorizing Purchase of Refuse Truck Under Sourcewell Cooperative Purchasing

VIII. **Open to the Public/ Public Comment**

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.

IX. 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:

Litigation

Personnel - Police and Other

Lease Status

X. Adjournment

BOROUGH OF PENNINGTON
RESOLUTION 2026 - 10.8

RESOLUTION AWARDING CONTRACT TO TOP LINE CONSTRUCTION CORP. FOR IMPROVEMENTS TO ABEY DRIVE

WHEREAS, on September 11, 2026, in accordance with the Local Public Contracts Law, a request for bids was advertised for the project known as Improvements to Abey Drive (Colliers Project No. PENB0003);

WHEREAS, on October 15, 2026, bids were received from three (3) contractors and the low bidder was Top Line Construction Corp of Somerville, New Jersey ("Top Line"), with a total Base Bid Plus Add Alternate #1 totaling $350,121.79;

WHEREAS, the submittals by Top line in support of the bid have been reviewed by the Borough Engineer, who has recommends award of the contract to Top Line;

WHEREAS, award of the contract is contingent upon the Borough's receipt of the NJDOT Authorization to Award;

WHEREAS, the Chief Financial Officer of the Borough has certified that the funds required for this project are available in C-04-25-006-000-201, Purchase Order # 26-00721;

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

1. The contract for the project known as Improvements to Abey Drive shall be and is hereby awarded to Top Line Construction Corp of Somerville, New Jersey in the amount of $350,121.79, contingent upon receipt of NJDOT Authorization of Award; and
2. The Mayor, with the attestation of the Borough Clerk, is further authorized to execute and enter into such contract on behalf of the Borough, subject to satisfaction of requirements for execution.

Record of Council Vote on Passage

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on October 26, 2026.

_____

Borough Clerk

DRAFT LETTER
BOROUGH OF PENNINGTON
LETTERHEAD

October 26, 2026

Dear Neighbors,

I am pleased to share encouraging news about the Abey Road project. On October 15th, the Borough received bids for the work, and the low bid is favorable and within the NJDOT grant allocation. After the first round of bids came in over the available funding, this is a welcome result and a significant step forward.

The project will include road reconstruction as well as curb and driveway apron replacements along Abey Road. We will share a construction schedule with you once the contract is awarded. That being said, we are hoping, weather permitting, to complete this project before the end of 2026.

With respect to Mallard Place and Queens Lane — we are still planning to have Mercer County mill and resurface both roads. However, the County is presently backed up on projects due to equipment issues and may need to do this work in the spring of 2027.

I recognize that a delay is not what you were hoping to hear, but it may ultimately work in everyone's favor. Our borough engineer advises that if the final as-built cost of the Abey Road project comes in below the contracted amount, we may be able to use a combination of project cost savings and the Elizabethtown Gas contribution to replace damaged curbs and provide new driveway aprons on Mallard Place and Queens Lane. We will not know whether that is possible until the Abey Road project is under contract. For this reason, we believe holding off on the milling and paving of Mallard Place and Queens Lane makes sense, so we can see whether we are able to accomplish some curb and driveway apron work first.

Thank you for your continued patience as we work through the complications with this project. I will keep you informed as we move forward.

Sincerely,

James M. Davy
Mayor, Borough of Pennington

101 Crawfords Corner Road
Suite 3400
Holmdel New Jersey 07733
Main: 877 627 3772
http://colliersengineering.com

Colliers Engineering & Design

October 22, 2026

VIA EMAIL

GP Caminiti, Borough Clerk
Borough of Pennington
30 North Main Street
Pennington, New Jersey 08534

Recommendation of Award
Improvements to Abey Drive
Borough of Pennington, Mercer County, New Jersey
Colliers Engineering & Design, Inc. Project No.: PENB0003

Dear Mr. Caminiti,

Bids for the above-referenced project were received at the Borough on October 15, 2026, at 10:00 am. A total of three (3) bids were received at the bid opening.

The results of the bidders at the bid opening are as follows:

BIDDERS	TOTAL BASE BID PRICE	ADD ALTERNATE #1 PRICE	TOTAL BASE BID AMOUNT PLUS ADD ALTERNATE #1 PRICE
Engineers Estimate	$487,831.85	$3,477.50	$491,309.35
Top Line Construction Corp.	$342,652.19	$7,469.60	**$350,121.79**
Earle Asphalt Company	$366,413.13	$10,800.00	**$377,213.13**
Discover Construction, LLC	$491,389.15	$7,720.40	**$499,109.55**

We have reviewed the bid package submitted by Top Line Construction Corp. and find that the price appears reasonable for this project. Top Line has completed several of the past Road Rehabilitation Projects within the Borough and are experienced and qualified to perform this type of work.

Subject to approval from the Borough Attorney and verification that funds are available, Colliers Engineering & Design, Inc. recommends that the Borough award a contract to Top Line Construction Corp. for the either the **Total Base Bid** amount of **$342,652.19** or if the Borough intends to award Add Alternate No. 1, then an award for the **Total Base Bid Amount Plus Add Alternate #1 Price** in the amount of **$350,121.79**.

Colliers Engineering & Design

We have enclosed a bid tabulation for review by you and the Borough Attorney. In accordance with NJDOT funding requirements, a resolution of award pending NJDOT concurrence shall be considered by the Borough Council at the October Work Session. In accordance with the Local Public Contracts Law, the Award of Contract must be made within sixty (60) days from the date of opening of the bids.

Should you have any questions or require any additional information, please do not hesitate to contact me directly.

Sincerely,

Colliers Engineering & Design, Inc.



Brandon M. Fetzer, P.E., CME
Senior Project Manager

BMF/cs
Enclosures
cc: Walter Bliss, Esq, Borough Attorney (via email)

\\corp.collierseng.com\files\proj\gov\nj\m-p\penb\penb0003-abeydrivecps\projectinformation\bidding\recommendation of award\261022_brf_caminiti_penb0003_abey drive cps - recommendaion of award letter.docx

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Brandon M, Fetzer
NJ P.E. License No. GE50703

Improvements to Abey Drive
Borough of Pennington
Borough of Pennington, Mercer County, New Jersey
Project No. PENB0003

				Top Line Construction Corp. 22 Fifth Street Somerville, NJ 08876		Earle Asphalt Company Po Box 556 Farmingdale, NJ 07727		Discover Construction, LLC 2207 Route 130 South Dayton, NJ 08810	
ESTIMATE OF QUANTITIES									
Item #	**Description**	**Unit**	**Contract Quantities**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
BASE BID									
1	MOBILIZATION	LS	1	$ 54,500.00	$ 54,500.00	$ 50,971.52	$ 50,971.52	$ 16,500.00	$ 16,500.00
2	PROGRESS SCHEDULE	LS	1	$ 0.01	$ 0.01	$ 500.00	$ 500.00	$ 0.01	$ 0.01
3	(NO PAY ITEM)			$ -	$ -	$ -	$ -	$ -	$ -
4	CONCRETE WASHOUT SYSTEM	EACH	1	$ 0.01	$ 0.01	$ 0.01	$ 0.01	$ 1,000.00	$ 1,000.00
5	UNIFORMED TRAFFIC DIRECTORS (ALLOWANCE), AS DIRECTED BY ENGINEER	HOURS	0	$ 95.00	$ -	$ 95.00	$ -	$ 95.00	$ -
6	TRAFFIC DIRECTOR, FLAGGER (UNIT PRICE NOT TO EXCEED $90.08)	HOURS	400	$ 0.01	$ 4.00	$ 0.01	$ 4.00	$ 0.01	$ 4.00
7	TRAFFIC CONE	EACH	100	$ 0.01	$ 1.00	$ 0.01	$ 1.00	$ 0.01	$ 1.00
8	DRUM	EACH	50	$ 0.01	$ 0.50	$ 0.01	$ 0.50	$ 0.01	$ 0.50
9	BREAKAWAY BARRICADE	EACH	16	$ 0.01	$ 0.16	$ 0.01	$ 0.16	$ 0.01	$ 0.16
10	CONSTRUCTION SIGNS	SF	400	$ 15.67	$ 6,268.00	$ 0.01	$ 4.00	$ 0.01	$ 4.00
11	CLEARING SITE (UNIT PRICE NOT TO EXCEED $10,000)	LS	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
12	TREE PROTECTION (IF AND WHERE)	LF	100	$ 0.01	$ 1.00	$ 0.01	$ 1.00	$ 0.01	$ 1.00
13	SITE FENCE	LF	100	$ 0.01	$ 1.00	$ 0.01	$ 1.00	$ 0.01	$ 1.00
14	INLET FILTER, TYPE 2	EACH	7	$ 0.01	$ 0.07	$ 0.01	$ 0.07	$ 0.01	$ 0.07
15	HAYBALE	EACH	15	$ 0.01	$ 0.15	$ 0.01	$ 0.15	$ 0.01	$ 0.15
16	EXCAVATION, TEST PIT	CY	15	$ 0.01	$ 0.15	$ 0.01	$ 0.15	$ 0.01	$ 0.15
17	EXCAVATION, UNCLASSIFIED	CY	570	$ 0.01	$ 5.70	$ 0.01	$ 5.70	$ 0.01	$ 5.70
18	EXCAVATION, UNCLASSIFIED, IF & WHERE	CY	40	$ 0.01	$ 0.40	$ 25.00	$ 1,000.00	$ 0.01	$ 0.40
19	EXCAVATION, UNCLASSIFIED, OVEREXCAVATION	CY	110	$ 0.01	$ 1.10	$ 25.00	$ 2,750.00	$ 0.01	$ 1.10
20	ROCK REMOVAL	CY	0	$ 0.01	$ -	$ 250.00	$ -	$ -	$ -
21	SAWCUTTING	LF	1300	$ 0.01	$ 13.00	$ 0.01	$ 13.00	$ 0.01	$ 13.00
22	HMA MILLING, 3" OR LESS	SY	4700	$ 12.15	$ 57,105.00	$ 9.88	$ 46,436.00	$ 16.12	$ 75,764.00
23	HMA 19M64 - BASE COURSE 4"	TON	250	$ 0.01	$ 2.50	$ 50.00	$ 12,500.00	$ 50.00	$ 12,500.00
24	HMA 9.5M64 SURFACE COURSE 2"	TON	700	$ 75.00	$ 52,500.00	$ 110.00	$ 77,000.00	$ 206.55	$ 144,585.00
25	HOT MIX ASPHALT DRIVEWAY, 2" THICK	SY	320	$ 71.40	$ 22,848.00	$ 44.50	$ 14,240.00	$ 86.75	$ 27,760.00
26	TACK COAT	GAL	160	$ 0.01	$ 1.60	$ 10.00	$ 1,600.00	$ 0.01	$ 1.60
27	GEOTEXTILES	SY	1500	$ 0.01	$ 15.00	$ 0.01	$ 15.00	$ 0.01	$ 15.00
28	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	SY	1250	$ 0.01	$ 12.50	$ 0.01	$ 12.50	$ 0.01	$ 12.50
29	DENSE-GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS	CY	75	$ 0.01	$ 0.75	$ 0.01	$ 0.75	$ 0.01	$ 0.75
30	COARSE AGGREGATE (NO. 57)	CY	250	$ 0.01	$ 2.50	$ 0.01	$ 2.50	$ 0.01	$ 2.50
31	CONCRETE VERTICAL CURB, 6"X8"X18"	LF	1100	$ 40.00	$ 44,000.00	$ 35.00	$ 38,500.00	$ 85.00	$ 93,500.00
32	CONCRETE SIDEWALK, 4" THICK	SY	19	$ 200.00	$ 3,800.00	$ 170.00	$ 3,230.00	$ 125.00	$ 2,375.00
33	CONCRETE SIDEWALK, REINFORCED, 6" THICK	SY	250	$ 163.23	$ 40,807.50	$ 155.00	$ 38,750.00	$ 135.00	$ 33,750.00
34	DETECTABLE WARNING SURFACE	SY	6	$ 150.00	$ 900.00	$ 300.00	$ 1,800.00	$ 350.00	$ 2,100.00
35	SET INLET TYPE A, CASTING	EACH	0	$ -	$ -	$ 1,100.00	$ -	$ -	$ -

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Brandon M, Fetzer
NJ P.E. License No. GE50703

Improvements to Abey Drive
Borough of Pennington
Borough of Pennington, Mercer County, New Jersey
Project No. PENB0003

				Top Line Construction Corp. 22 Fifth Street Somerville, NJ 08876		Earle Asphalt Company Po Box 556 Farmingdale, NJ 07727		Discover Construction, LLC 2207 Route 130 South Dayton, NJ 08810	
ESTIMATE OF QUANTITIES									
Item #	**Description**	**Unit**	**Contract Quantities**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
BASE BID									
36	SET INLET TYPE B, CASTING	EACH	7	$ 0.01	$ 0.07	$ 1,250.00	$ 8,750.00	$ 2,000.00	$ 14,000.00
37	SET INLET TYPE E, CASTING	EACH	0	$ -	$ -	$ 2,500.00	$ -	$ -	$ -
38	CURB PIECE, N-ECO	EACH	7	$ 300.00	$ 2,100.00	$ 500.00	$ 3,500.00	$ 800.00	$ 5,600.00
39	BICYCLE SAFE GRATE	EACH	7	$ 400.00	$ 2,800.00	$ 600.00	$ 4,200.00	$ 350.00	$ 2,450.00
40	SET MANHOLE CASTING	EACH	2	$ 1,350.66	$ 2,701.32	$ 1,000.00	$ 2,000.00	$ 0.01	$ 0.02
41	MANHOLE COVER	EACH	2	$ 293.75	$ 587.50	$ 250.00	$ 500.00	$ 0.01	$ 0.02
42	MANHOLE, USING EXISTING CASTING	EACH	2	$ 764.22	$ 1,528.44	$ 200.00	$ 400.00	$ 1,400.00	$ 2,800.00
43	RESET MANHOLE, SANITARY SEWER, USING EXISTING CASTING	EACH	6	$ 0.01	$ 0.06	$ 200.00	$ 1,200.00	$ 735.00	$ 4,410.00
44	RESET GAS VALVE BOX	EACH	6	$ 18.75	$ 112.50	$ 0.01	$ 0.06	$ 0.01	$ 0.06
45	RESET WATER VALVE BOX	EACH	6	$ 18.75	$ 112.50	$ 0.01	$ 0.06	$ 0.01	$ 0.06
46	REGULATORY AND WARNING SIGN	SF	20	$ 47.25	$ 945.00	$ 50.00	$ 1,000.00	$ 49.50	$ 990.00
47	TRAFFICE STRIPES, 4"	LF	600	$ 1.47	$ 882.00	$ 1.00	$ 600.00	$ 1.54	$ 924.00
48	TRAFFIC MARKINGS LINES, 8"	LF	140	$ 2.94	$ 411.60	$ 2.00	$ 280.00	$ 3.08	$ 431.20
49	TRAFFIC MARKINGS LINES, 12"	LF	0	$ -	$ -	$ 3.00	$ -	$ -	$ -
50	TRAFFIC MARKINGS LINES, 24"	LF	230	$ 8.82	$ 2,028.60	$ 6.00	$ 1,380.00	$ 9.24	$ 2,125.20
51	TRAFFICE MARKINGS SYMBOL	SF	50	$ 12.60	$ 630.00	$ 25.00	$ 1,250.00	$ 13.20	$ 660.00
52	TOPSOIL SPREADING, 5" THICK	SY	700	$ 0.01	$ 7.00	$ 10.00	$ 7,000.00	$ 1.00	$ 700.00
53	FERTILIZING AND SEEDING, TYPE M	SY	700	$ 0.01	$ 7.00	$ 0.01	$ 7.00	$ 1.00	$ 700.00
54	STRAW MULCHING	SY	700	$ 0.01	$ 7.00	$ 0.01	$ 7.00	$ 1.00	$ 700.00
55	LARGE DECIDUOUS TREE, 2" CALIPER, MINIMUM	EACH	0	$ -	$ -	$ 1,250.00	$ -	$ -	$ -
56	ASPHALT PRICE ADJUSTMENT	LS	1	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
57	FUEL PRICE ADJUSTMENT	LS	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
	TOTAL BASE BID AMOUNT:			$ 103,541.93	**$ 342,652.19**	$ 106,698.11	**$ 366,413.13**	$ 69,014.22	**$ 491,389.15**
ADD ALTERNATE #1 (New Speed Table)									
22	HMA MILLING, 3" OR LESS	SY	60	$ 35.80	$ 2,148.00	$ 25.00	$ 1,500.00	$ 65.00	$ 3,900.00
24	HMA 9.5M64 SURFACE COURSE 2"	TON	15	$ 241.96	$ 3,629.40	$ 500.00	$ 7,500.00	$ 150.00	$ 2,250.00
46	REGULATORY AND WARNING SIGN	SF	25	$ 47.25	$ 1,181.25	$ 60.00	$ 1,500.00	$ 49.50	$ 1,237.50
49	TRAFFIC MARKINGS LINES, 12"	LF	45	$ 4.41	$ 198.45	$ 4.00	$ 180.00	$ 4.62	$ 207.90
58	POLYMER MODIFIED TACK COAT	GAL	5	$ 62.50	$ 312.50	$ 24.00	$ 120.00	$ 25.00	$ 125.00
	TOTAL ADD ALTERNATE #1 (New Speed Table):			$ 391.92	**$ 7,469.60**	$ 613.00	**$ 10,800.00**	$ 294.12	**$ 7,720.40**
	TOTAL BASE BID AMOUNT PLUS ADD ALTERNATE #1:			$ 103,933.85	**$ 350,121.79**	$ 107,311.11	**$ 377,213.13**	$ 69,308.34	**$ 499,109.55**
REQUIRED DOCUMENTS									

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Improvements to Abey Drive
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Project No. PENB0003

				Top Line Construction Corp. 22 Fifth Street Somerville, NJ 08876		Earle Asphalt Company Po Box 556 Farmingdale, NJ 07727		Discover Construction, LLC 2207 Route 130 South Dayton, NJ 08810	
ESTIMATE OF QUANTITIES									
Item #	**Description**	**Unit**	**Contract Quantities**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
BASE BID									
	IF APPLICABLE, BIDDERS ACKNOWLEGEMENT OF RECEIPT OF ANY NOTICE(S) OR REVISION(S) OR ADDENDA TO AN ADVERTISEMENT, SPECIFICATIONS, OR BID DOCUMENT(S)	C-2		X		X		X	
	OWNERSHIP DISCLOSURE CERTIFICATION PURSUANT TO NJSA 52:25-24.2	C-22-24		X		X		X	
	BID GUARANTEE AS REQURIED BY NJSA 40A:11-21	C-30-31		X		X		X	
	CONSENT OF SURETY PURSUANT TO NJSA 40A:11-22	C-322		X		X		X	
	SUBCONTRACTOR IDENTIFICATION STATEMENT PURSUANT TO NJSA 40A:11-16	C-33		X		X		X	
	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	C-46		X		X		X	
	EQUIPMENT CERTIFICATION	C-25		X		X		X	
	PERFORMANCE RECORD AND CERTIFICATION	C-26-28		X		X		X	
	COMPLIANCE WITH NJ PREVAILING WAGE ACT	C-29		X		X		X	
	NON-COLLUSION AFFIDAVIT-NOTARIZED	C-34		X		X		X	
	CERTIFICATE OF NON-SEGREGATED FACILITIES	C-35		X		X		X	
	CERTIFICATE OF EQUAL OPPORTUNITY	C36		X		X		X	
	CERTIFICATION OF EQUAL OPPORTUNITY	C-37		X		X		X	
	AFFIRMATIVE ACTION QUESTIONNAIRE	C-38		X		X		X	
	AFFIRMATIVE ACTION CERTIFICATION	C-39		X		X		X	
	CERTIFICATE OF INSURANCE STATEMENT	C-40		X		X		X	
	STATE TREASURER'S LIST OF DEBARRED, SUSPENDED, AND DISQUALIFIED BIDDERS	C-41		X		X		X	
	FEDERAL CERTIFICATION OF NON-DEBARMENT	C-42-45		X		X		X	
	PUBLIC WORKS CONTRACTOR'S CERTIFICATION			X		X		X	

Colliers
Engineering
& Design

Volume 2 Specifications For Improvements to Abey Drive

Borough of Pennington, Mercer County, New Jersey

September 2026

James Davy, Mayor

Borough Council
Nadine Stern, Council President
Katrina Angarone
Catherine "Kit" Chandler
Amy Kassler-Taub
Daniel Rubenstein
John Valenza

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Prepared by:

Brandon M Fetzer

Brandon M, Fetzer
New Jersey Professional Engineer
License No. GE50703

Project No. PENB0003
State of N.J. Certificate of Authorization: 24GA27986500

BIDDER'S PROPOSAL

Project Identification: **Improvements to Abey Drive**

Engineer's Contract Identification and Number: PENB0003

Proposal of Top Line Construction Corp.
(hereinafter called "BIDDER" a (corporation, partnership, individual) organized under the
laws of the State of NJ

TO: THE BOROUGH OF PENNINGTON (hereinafter called "OWNER")

TABLE OF ARTICLES

Article 1 - Bid Recipient
Article 2 - Bidder's Acknowledgments
Article 3 - Bidder's Representations
Article 4 - Bidder's Certification
Article 5 - Basis of Bid
Article 6 - Time of Completion
Article 7 - Attachments to This Bid
Article 8 - Defined Terms
Article 9 - Bid Submittal

ARTICLE 1 - BID RECIPIENT

1.01 This Bid Is Submitted To:
Borough Clerk, Borough of Pennington
Pennington Borough Hall
30 North Main Street
Pennington, NJ 08534

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter in to the Agreement with Owners in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents within the time(s) provided for in the Agreement and for the prices indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Standard Specifications and Special Provisions, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owners.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
NONE	

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in these Contract Documents, and (2) reports and drawings of Hazard Environmental Conditions, if any, at the Site that have been identified in these Contract Documents.

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work within the time(s) provided for in the Agreement and at the price(s) bid and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by Owners and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owners, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owners of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owners, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Itemized Unit Price Sheets.

All prices shall be printed in ink in both words and figures. Any bid that fails to provide all information requested and/or fails to name a price in both words and figures for each and every item may be rejected. Bids must be submitted for all Add and Deduct Alternates provided in this Basis of Bid. All pay items shall conform to the NJDOT Standard Specifications for Road and Bridge Construction, 2019 Edition, as modified by all baseline document changes listed on the NJDOT website. This aforementioned Standard Specification is further amended by the Special Provisions for State Aid Projects located in Volume 1 of the Contract Documents.

BASE BID – *Improvements to Abey Drive*

Item No.	Quantity	Units	Description and Unit Prices in Words **(Write out Unit Price)**	Unit Price in Figures	Total Estimated Amount
1	1	Lump Sum	Mobilization Lump Sum Price: Fifty-Four Thousand Five Hundred Dollars Zero Cents	$ 54,500.00	$ 54,500.00
2	1	Lump Sum	Progress Schedule Lump Sum Price: Zero Dollars One Cents	$ 0.01	$ 0.01

Item No.	Quantity	Units	Description and Unit Prices in Words **(Write out Unit Price)**	Unit Price in Figures	Total Estimated Amount
3			*(No Pay Item)* Price: Zero Dollars Zero Cents	$ 0.00	$ 0.00
4	1	Each	Concrete Washout System Price per Each: Zero Dollars One Cents	$ 0.01	$ 0.01
5	0	Hours	Uniformed Traffic Directors (Allowance), As Directed by Engineer Price per Hour: **Ninety-Five** Dollars **Zero** Cents	**$95.00**	**$0.00**
6	400	Hours	Traffic Director, Flagger Price per Hour: **UNIT PRICE NOT TO EXCEED $90.08:** Zero Dollars One Cents	$ 0.01	$ 4.00
7	100	Each	Traffic Cone Price per Each: Zero Dollars One Cents	$ 0.01	$ 1.00

Item No.	Quantity	Units	Description and Unit Prices in Words **(Write out Unit Price)**	Unit Price in Figures	Total Estimated Amount
8	50	Each	Drum Price per Each: Zero Dollars One Cents	$ 0.01	$ 0.50
9	16	Each	Breakaway Barricade Price per Each: Zero Dollars One Cents	$ 0.01	$ 0.16
10	400	S.F.	Construction Signs Price per Square Foot: Fifteen Dollars Sixty-Seven Cents	$ 15.67	$ 6,268.00
11	1	Lump Sum	Clearing Site Lump Sum Price **UNIT PRICE NOT TO EXCEED $10,000:** Ten Thousand Dollars Zero Cents	$ 10,000.00	$ 10,000.00
12	100	L.F.	Tree Protection (If and Where) Price per Linear Foot: Zero Dollars One Cents	$ 0.01	$ 1.00

Item No.	Quantity	Units	Description and Unit Prices in Words **(Write out Unit Price)**	Unit Price in Figures	Total Estimated Amount
13	100	L.F.	Silt Fence Price per Linear Foot: Zero Dollars One Cents	$0.01	$1.00
14	7	Each	Inlet Filter, Type 2 Price per Each: Zero Dollars One Cents	$0.01	$0.07
15	15	Each	Haybale Price per Each: Zero Dollars One Cents	$0.01	$0.15
16	15	C.Y.	Excavation, Test Pit Price per Cubic Yard: Zero Dollars One Cents	$0.01	$0.15
17	570	C.Y.	Excavation, Unclassified Price per Cubic Yard: Zero Dollars One Cents	$0.01	$5.70

Item No.	Quantity	Units	Description and Unit Prices in Words **(Write out Unit Price)**	Unit Price in Figures	Total Estimated Amount
18	40	C.Y.	Excavation, Unclassified, if & where Price per Cubic Yard: Zero Dollars One Cents	$0.01	$0.40
19	110	C.Y.	Excavation, Unclassified, Overexcavation Price per Cubic Yard: Zero Dollars One Cents	$0.01	$1.10
20	0	C.Y.	Rock Removal Price per Cubic Yard: Zero Dollars One Cents	$0.01	$0.00
21	1,300	L.F.	Sawcutting Price per Linear Foot: Zero Dollars One Cents	$0.01	$13.00
22	4,700	S.Y.	HMA Milling, 3" or less Price per Square Yard: Twelve Dollars Fifteen Cents	$12.15	$57,105.00

Item No.	Quantity	Units	Description and Unit Prices in Words **(Write out Unit Price)**	Unit Price in Figures	Total Estimated Amount
23	250	Ton	HMA 19M64 – Base Course 4" Price per Ton: Zero Dollars One Cents	$ 0.01	$ 2.50
24	700	Ton	HMA9.5M64 Surface Course 2" Price per Ton: Seventy-Five Dollars Zero Cents	$ 75.00	$ 52,500.00
25	320	SY	Hot Mix Asphalt Driveway, 2" Thick Price per Square Yard: Seventy-One Dollars Forty Cents	$ 71.40	$ 22,848.00
26	160	Gal.	Tack Coat Price per Gallon: Zero Dollars One Cents	$ 0.01	$ 1.60
27	1,500	S.Y.	Geotextiles Price per Square Yard: Zero Dollars One Cents	$ 0.01	$ 15.00

Item No.	Quantity	Units	Description and Unit Prices in Words **(Write out Unit Price)**	Unit Price in Figures	Total Estimated Amount
28	1,250	S.Y.	Dense-Graded Aggregate Base Course, 6" Thick Price per Square Yard: Zero Dollars One Cents	$ 0.01	$ 12.50
29	75	C.Y.	Dense-Graded Aggregate Base Course, Variable Thickness Price per Cubic Yard: Zero Dollars One Cents	$ 0.01	$ 0.75
30	250	C.Y.	Coarse Aggregate (No. 57) Price per Cubic Yard: Zero Dollars One Cents	$ 0.01	$ 2.50
31	1,100	L.F.	Concrete Vertical Curb, 6"x8"x18" Price per Linear Foot: Forty Dollars Zero Cents	$ 40.00	$ 44,000.00
32	19	S.Y.	Concrete Sidewalk, 4" Thick Price per Square Yard: Two Hundred Dollars Zero Cents	$ 200.00	$ 3,800.00

Item No.	Quantity	Units	Description and Unit Prices in Words **(Write out Unit Price)**	Unit Price in Figures	Total Estimated Amount
33	250	S.Y.	Concrete Sidewalk, Reinforced, 6" Thick Price per Square Yard: One Hundred Sixty-Three Dollars Twenty-Three Cents	$ 163.23	$ 40,807.50
34	6	S.Y.	Detectable Warning Surface Price per Square Yard: One Hundred Fifty Dollars Zero Cents	$ 150.00	$ 900.00
35	0	Each	Set Inlet Type A, Casting Price per Each: Zero Dollars Zero Cents	$ 0.00	$ 0.00
36	7	Each	Set Inlet Type B, Casting Price per Each: Zero Dollars One Cents	$ 0.01	$ 0.07
37	0	Each	Set Inlet Type E, Casting Price per Each: Zero Dollars Zero Cents	$ 0.00	$ 0.00

Item No.	Quantity	Units	Description and Unit Prices in Words **(Write out Unit Price)**	Unit Price in Figures	Total Estimated Amount
38	7	Each	Curb Piece, N-ECO Price per Each: Three Hundred Dollars Zero Cents	$ 300.00	$ 2,100.00
39	7	Each	Bicycle Safe Grate Price per Each: Four Hundred Dollars Zero Cents	$ 400.00	$ 2,800.00
40	2	Each	Set Manhole Casting Price per Each: One Thousand Three Hundred Fifty Dollars Sixty-Six Cents	$ 1,350.66	$ 2,701.32
41	2	Each	Manhole Cover Price per Each: Two Hundred Ninety-Three Dollars Seventy-Five Cents	$ 293.75	$ 587.50
42	2	Each	Manhole, Using Existing Casting Price per Each: Seven Hundred Sixty-Four Dollars Twenty-Two Cents	$ 764.22	$ 1,528.44

Item No.	Quantity	Units	Description and Unit Prices in Words **(Write out Unit Price)**	Unit Price in Figures	Total Estimated Amount
43	6	Each	Reset Manhole, Sanitary Sewer, Using Existing Casting Price per Each: Zero Dollars One Cents	$ 0.01	$ 0.06
44	6	Each	Reset Gas Valve Box Price per Each: Eighteen Dollars Seventy-Five Cents	$ 18.75	$ 112.50
45	6	Each	Reset Water Valve Box Price per Each: Eighteen Dollars Seventy-Five Cents	$ 18.75	$ 112.50
46	20	S.F.	Regulatory and Warning Sign Price per Each: Forty-Seven Dollars Twenty-Five Cents	$ 47.25	$ 945.00
47	600	L.F.	Traffic Stripes, 4” Price per Linear Foot: One Dollars Forty-Seven Cents	$ 1.47	$ 882.00

Item No.	Quantity	Units	Description and Unit Prices in Words **(Write out Unit Price)**	Unit Price in Figures	Total Estimated Amount
48	140	L.F.	Traffic Markings Lines, 8" Price per Linear Feet: Two Dollars Ninety-Four Cents	$ 2.94	$ 411.60
49	0	L.F.	Traffic Markings Lines, 12" Price per Linear Feet: Zero Dollars Zero Cents	$ 0.00	$ 0.00
50	230	L.F.	Traffic Markings Lines, 24" Price per Linear Foot: Eight Dollars Eighty-Two Cents	$ 8.82	$ 2,028.60
51	50	S.F.	Traffic Markings Symbol Price per Square Foot: Twelve Dollars Sixty Cents	$ 12.60	$ 630.00
52	700	S.Y.	Topsoil Spreading, 5" Thick Price per Square Yard: Zero Dollars One Cents	$ 0.01	$ 7.00

Item No.	Quantity	Units	Description and Unit Prices in Words **(Write out Unit Price)**	Unit Price in Figures	Total Estimated Amount
53	700	S.Y.	Fertilizing and Seeding, Type M Price per Square Yard: Zero Dollars One Cents	$0.01	$7.00
54	700	S.Y.	Straw Mulching Price per Square Yard: Zero Dollars One Cents	$0.01	$7.00
55	0	Ea.	Large Deciduous Tree, 2" Caliper, Minimum Price per Each: Zero Dollars Zero Cents	$0.00	$0.00
56	1	Lump Sum	Asphalt Price Adjustment Lump Sum Price: **Twenty-Five Thousand** Dollars **Zero** Cents	**$25,000.00**	**$25,000.00**
57	1	Lump Sum	Fuel Price Adjustment Lump Sum Price: **Ten Thousand** Dollars **Zero** Cents	**$10,000.00**	**$10,000.00**

TOTAL BASE BID AMOUNT – Improvements to Abey Drive:
(Items 1 through 57, inclusive):
Three Hundred Forty-Two Thousand Six Hundred
Fifty-Two Dollars $ 342,652.19

Nineteen Cents

ADD ALTERNATE #1
(New Speed Table)

Item No.	Quantity	Units	Description and Unit Prices in Words **(Write out Unit Price)**	Unit Price in Figures	Total Estimated Amount
22	60	S.Y.	HMA Milling, 3" or less Price per Square Yard: Thirty-Five Dollars Eighty Cents	$ 35.80	$ 2,148.00
24	15	Ton	HMA9.5M64 Surface Course 2" Price per Ton: Two Hundred Forty-One Dollars Ninety-Six Cents	$ 241.96	$ 3,629.40
46	25	S.F.	Regulatory and Warning Sign Price per Square Foot: Forty-Seven Dollars Twenty-Five Cents	$ 47.25	$ 1,181.25
50	45	L.F.	Traffic Marking Lines, 12" Price per Linear Foot: Four Dollars Forty-One Cents	$ 4.41	$ 198.45

Item No.	Quantity	Units	Description and Unit Prices in Words **(Write out Unit Price)**	Unit Price in Figures	Total Estimated Amount
58	5	Gal.	Polymer Modified Tack Coat Price per Gallon: Sixty-Two Dollars Fifty Cents	$ 62.50	$ 312.50

TOTAL ADD ALTERNATE 1 BID AMOUNT:
(New Speed Table)
(Items 22, 24, 46, 50 and 58):

Seven Thousand Four Hundred Sixty-Nine Dollars $ 7,469.60

Sixty Cents

Unit Prices have been computed in accordance with Section 102 of the Standard Specifications and Special Provisions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the contract Documents.

It shall be understood that the Owner may elect to award the Contract to the responsible bidder submitting the lowest Base Bid Price or the lowest combined Base Bid and Add Alternate 1. It shall be further understood that the Borough reserves the right to increase or decrease individual item estimated quantities to be provided under this contract.

All prices shall be printed in ink in both words and figures. Any bid that fails to provide all information requested and/or fails to name a price in both words and figures for each and every item may be rejected. Discrepancies between the Unit Price written in words and that given in figures, will be resolved in favor of the Unit Prices written in words. Discrepancies in the multiplication of units of Work and Unit Prices will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

The above prices shall include all labor, materials, overhead, profit, etc. required to furnish and deliver the specified services.

Bidder understands that the Owners reserve the right to reject any bid pursuant to law and all bids may be rejected pursuant to N.J.S.A. 40A:11-13.2.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

The undersigned bidder proposed and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents. If this bid is accepted, the Bidder will be required to execute the Agreement within ten (10) days from receipt of written notice of award of its bid and deliver Performance and Payment Bonds, and related documents as required by the Signing of Agreement paragraph of the Instructions for Bidders. Performance and Payment

Bonds must be submitted on the provided forms. Within ten (10) days of receipt of all such documents, the Owner shall deliver one fully signed counterpart to Contractor.

Accompanying this proposal is a certified check, cash or bid bond in the amount of $20,000.00, being 10% of the total proposal or $20,000, whichever shall be the smaller amount. This money shall become the property of the Owners, if the undersigned shall fail either to execute a contract or furnish the surety required by law within the time fixed; otherwise, the said money is to be returned to the undersigned.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Section 108.10 of the Special Provisions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted as identified on the attached Bidders Checklist.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with the meanings indicated in the Standard Specifications and Special Provisions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing Business as: _____

A Corporation

Corporation Name: Top Line Construction Corp. (Corporate Seal)

State or Jurisdiction of Incorporation: NJ

Type (General Business, Professional, Service, Limited Liability):

By: _____
(Signature) [President or Vice-President or other Corporate Officer accompanied by evidence of authority to sign]

Name (typed or printed): Steve Castela

Title: President

Attest _____
(Signature of Corporate Secretary or Assistant Secretary) Mark Castela, Secretary

Date of Qualification to do business in New Jersey is 1 / 23 / 1991.

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

_____
Name (typed or printed):

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)
Name (typed or printed): _____

Title: _____
(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

This section (below) shall be completed by all Bidders.

Bidder's Business address: Top Line Construction Corp.

22 Fifth Street, Somerville, NJ 08876

Business Phone No. (908) 231-7570

Business FAX No. (908) 231-7402

Business E-Mail Address
scastela@toplineconstruction.com

State Contractor License No. PW 614639 (If applicable)

Employer's Tax ID No. 223089346

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

Same as above

9.02 Bid submitted on 10/15, 2026

BIDDER'S CHECKLIST

The following checklist must be properly completed with the bid package and shall be a part of the bid documents.

A. Failure to submit the following documents with Bid Proposal is a mandatory cause for the bid to be rejected: (N.J.S.A. 40A:11-23.2)

Owner's Checkmark		Page No.	Bidder's initials-each item
√	If applicable, bidder's acknowledgment of receipt of notices, revisions or addenda to an advertisement, specifications or bid documents.	C-2	
√	Ownership Disclosure Certification pursuant to NJSA 52:25-24.2	C-22-24	
√	Bid guarantee as required by NJSA 40A:11-21 **(Note: Bidder MUST use bid guarantee form included in this bid package)**	C-30-31	
√	Consent of Surety pursuant to NJSA 40A:11-22	C-32	
√	Subcontractor Identification Statement pursuant to NJSA 40A:11-16	C-33	
√	Disclosure of Investment Activities in Iran	C-46	

B. Failure to submit the following documents with Bid Proposal may be a cause for the bid to be rejected: (N.J.S.A. 40A:11-23.1b)

Owner's Checkmark		Page No.	Bidder's initials-each item
√	Equipment Certification	C-25	
√	Performance Record and Certification	C-26-28	
√	Compliance with NJ Prevailing Wage Act	C-29	
√	Non-Collusion Affidavit-Notarized	C-34	
√	Certificate of Non-Segregated Facilities	C-35	
√	Certificate of Equal Opportunity	C-36	
√	Certification of Equal Opportunity	C-37	
√	Affirmative Action Questionnaire	C-38	
√	Affirmative Action Certification	C-39	
√	Certificate of Insurance Statement	C-40	
√	State Treasures List of Debarred, Suspended and Disqualified Bidders	C-41	
√	Federal Certification of Non-Debarment	C-42-45	
√	Public Works Contractor's Certification		

C. The Bidder has reviewed the following requirements:

	Page No.	Bidder's initials- each item
Agreement	C-47-51	
NJ Initial Project Workforce Report, Construction and Affirmative Action Agreement, Construction Contract, Exhibit "C"	C-56-61	
Copy of Business Registration Certificates for bidder and all listed contractors pursuant to NJSA 52:32-44 (must submit prior to award of contract)		
Equal Opportunity for Individuals with Disability AMERICANS WITH DISABILITIES ACT OF 1990	C-62	
Public Works Contractor's Certification Registration	C-63-64	

D. Signature: By initialing each item, the undersigned bidder hereby acknowledges and has submitted the above-referenced documents and has reviewed all requirements referenced herein.

Name of Bidder: Top Line Construction Corp.

Signature: _____

Printed Name and Title: Steve Castela, President

Date: 10/15/26

BIDDER'S QUALIFICATION FORM

OWNERSHIP DOSCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

Name of Organization: Top Line Construction Corp.

Organization Address: 22 Fifth Street, Somerville, NJ 08876

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

☐ Name of Individual or Business Entity	☐ Home Address (for Individuals) or Business Address
☐ Steve Castela, President	☐ 190 Stanton Road, Lebanon, NJ 08833
☐ Mark Castela, Secretary	☐ 1016 Crim Road, Bridgewater, NJ 08807
☐	☐
☐	☐

Part III

DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

☐ Website (URL) containing the last annual SEC (or foreign equivalent) filing	☐ Page #'s
☐	☐
☐	☐
☐	☐

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

☐ Stockholder/Partner/Member and Corresponding Entity Listed in Part II	☐ Home Address (for Individuals) or Business Address
☐ N/A	☐
☐	☐
☐	☐

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Borough of Pennington*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Borough of Pennington*** to notify the ***Municipality*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Municipality*** to declare any contract(s) resulting from this certification void and unenforceable.

Subscribed and sworn before me this 15th day of October, 2026.

(Notary Public)

My Commission expires:

CYNTHIA WHITESELL
Notary Public, State of New Jersey
Commission # 2353998
My Commission Expires 12/29/2026

(Affiant)

Steve Castela, President
(Print name & title of affiant)

(Corporate Seal)

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: Top Line Construction Corp.

By: _____
(Signature)

Name of above: Steve Castela
(Print)

Title: President

Date: 10/15/26

PERFORMANCE RECORD

How many years has your organization been in business as a Contractor under your present business name? 35 years

How many years experience in construction work has your organization had: (a) As a general contractor? 26 years (b) As a subcontractor? 35 years

What is the construction experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Yrs. of Construction Experience	Magnitude & Type of Work	In What Capacity
Steve Castela	President	27 years	Various	Management
Mark Castela	Secretary	27 years	Various	Management

Have you ever failed to complete any work contracted to you?
No

If so, where and why? N/A

Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name.
No

If so, state name of individual, name of owner, location and type of project, and reason for the failure to complete.
N/A

See attached

PERFORMANCE RECORD (Continued) List all contracts completed by you.

Name of Owner	Name & Location of Project; Type of Work	Prime or Sub-cont.	Engineer in Charge for Owner	Contract Price (Omit Cents)	Date Completed	Was Time* Extension Necessary	Were Any Penalties Imposed	Were Liens* Claims or Stop Notice Filed
						No	No	No

*Explain "Yes" answers under following items.

CERTIFICATION

Explanation of details in connection with non-completion of contracts, time extensions, penalties imposed, labor troubles experienced, liens, claims and stop notices filed against contracts listed in preceding item "Performance Record. "

NONE

The information above is true and complete to the best of my knowledge and belief.

Top Line Construction Corp.
(Name of Organization)

(Signature)

Steve Castela, President
(Title)

STATE OF NJ)
)SS.
COUNTY OF Mercer

Borough of Pennington

Steve Castela, being duly sworn according to law, deposes and says that he is authorized to make this affidavit for and on behalf of the individual, partnership or corporation herein first named as the bidder; that deponent is familiar with the books of the said bidder and that the foregoing financial statement is a true and accurate statement taken from the books of said bidder of such financial condition as of the date herein first named; that the answers to the foregoing interrogatories are true and correct.

Steve Castela, President (Signature)

Subscribed and sworn to
before me this 15th
day of October, 2026.

Notary Public of NJ
My commission expires

CYNTHIA WHITESELL
Notary Public, State of New Jersey
Commission # 2353998
My Commission Expires 12/29/2026

COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

1. Has the bidder been notified by the Commissioner of Labor and Industry by notice issued pursuant to N.J.R.S. 34:11-56.37 that he has been blacklisted for failure to pay the prevailing wages as required by the New Jersey Prevailing Wages Act? No

2. Has any person having an "interest" in the bidder within the meaning of N.J.R.S. 34:11-56.38 been blacklisted as aforesaid? No

3. Has any person having an interest in the bidder within the meaning of N.J.R.S. 34:11-56.38 had any "Interest" as aforesaid in any firm, corporation, or partnership which has been blacklisted as aforesaid? No

4. If the answer to any of the aforesaid questions is "Yes" annex a full statement showing the date of the action taken by the Commissioner of Labor and Industry, the subsequent action, if any, taken with respect to such action of the Commissioner, the name of the person, firm, corporation or partnership blacklisted by the commissioner, and the nature, character and extent of the interest existing between the bidder and the name which was blacklisted as aforesaid.

Certification: The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law.

Steve Castela, President
(Name and Title of Signer - Please Type)

(Signature)

Date: 10/15/26

See attached

BID BOND

"KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ as PRINCIPAL, and _____ as SURETY, are hereby held firmly bound unto The Borough of Pennington, New Jersey as Owner, in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____ _____ a certain Bid, attached hereto and hereby made a part thereof to enter into a contract in writing for **IMPROVEMENTS TO ABEY DRIVE**

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternative,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being clearly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice or any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

Witness or Attest: _____
Principal

By _____ _____
(Seal)

Witness or Attest: _____
Surety

By _____ _____
(Seal)

PERSON OR AGENT OF THE SURETY WHO WILL RECEIVE NOTICE OF NON-PERFORMANCE:

NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

IMPORTANT: Surety companies executing bonds must possess a Certificate of Authority from the Commissioner of the New Jersey Department of Insurance in accordance with N.J.S.A. 17:31-5.

See attached

CONSENT OF SURETY

The undersigned hereby certify that they are the duly authorized agents of _____ _____ duly authorized to do business in the State of New Jersey. The undersigned consents and agrees that if the Contract known as "*Improvements to Abey Drive*" is awarded to the Bidder (named below), it will become bound as surety and guarantor for its faithful performance, and will execute a Performance Bond in the form specified in the Contract Documents, said Bond to be in an amount equal to one-hundred percent (100%) of the Contract price and to be continues so as to indemnify the Borough against loss due to failure of the Bidder to meet the stipulation of the Performance Bond and a bond for -payment for labor and materials, to guarantee payment of all persons performing or furnishing labor or materials for performance of said Contract, said Bond also to be in an amount equal to one-hundred percent (100%) of the Contract price.

The undersigned further consents and agrees that if the aforesaid Contract is awarded to the below named bidder, it will become bound as surety and guarantor for Maintenance Bonds for the faithful performance of the contract provisions relating to the repair and maintenance of the work of the Contract during the term of the Bond as specified in the Contract Documents.

_____
(Surety Company or Agency)

By: _____

Witness:

_____

The terms of the Surety Company for furnishing the bond are hereby acceptable.

_____
(Name of Bidder)

By: _____
(Title)

IMPORTANT: Surety companies executing bonds must possess a Certificate of Authority from the Commissioner of the New Jersey Department of Insurance in accordance with N.J.S.A. 17:31-5.

SUBCONTRACTOR IDENTIFICATION STATEMENT

Pursuant to the requirements of the State of New Jersey Local Public Contracts Law, more specifically, C.40A:11-16, the following information must be provided for all subcontractors who will furnish labor for the various trades governed by this Law:

TRADE*	Contractor's Name/Address	N.J. License No.
Plumbing and Gas Fitting and all Kindred Work	NONE	
HVAC	NONE	
Electrical Work	NONE	
Structural Steel and Ornamental Iron Works	NONE	

*Where more than one subcontractor will be used to complete work under the same trade category, the Contractor shall separately set forth the scope of work which the Contractor has agreed to award to each subcontractor should the Bidder be awarded the contract.

If work of the types designated by the above referenced Law will be performed by the Bidder, the Bidder shall state below and shall enclose copies of licenses covering each trade.

TRADE	N/A	N.J. License No.
Plumbing and Gas Fitting and all Kindred Work		
HVAC		
Electrical Work		
Structural Steel and Ornamental Iron Works		

NON-COLLUSION AFFIDAVIT

STATE OF NJ)

)SS. Borough of Pennington

COUNTY OF Mercer)

I, Steve Castela of the City of Somerville, in the County of Somerset, and the State of NJ full age, being duly sworn according to law on my oath depose and say that:

I am Prelsident

of the firm of Top Line Construction Corp.

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Pennington relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Top Line Construction Corp.
(Name of Contractor)

(N.J.S.A. 52:34-15).

(Also type or print name of affiant under signature) Steve Castela, President

Subscribed and sworn to
before me this 15th
day of October, 20 26.

Notary Public of NJ
My commission expires

CYNTHIA WHITESELL
Notary Public, State of New Jersey
Commission # 2353998
My Commission Expires 12/29/2026

C-36

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, Top Line Construction Corp. (Company) certify that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed Subcontractors for specific time periods) we will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACITLITES. A certification of Non-Segregated Facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

Top Line Construction Corp.
Name of Company

Signature : _____

By : Steve Castela
Print Name

Date : 10/15/26

Title : President

Subscribed and Sworn to
before me this 15th day
of October, 2026

Notary Public of NJ
My commission expires _____

CYNTHIA WHITESELL
Notary Public, State of New Jersey
Commission # 2353998
My Commission Expires 12/29/2026

CERTIFICATE OF EQUAL OPPORTUNITY

Certification by Bidder regarding equal employment opportunity

Name of Bidder Top Line Construction Corp.
Project No.

INSTRUCTIONS

This certification is required pursuant to executive order 11246, Part II, Section 203(B), (30 C.F.R. 12319-25). Each Bidder is required to state in his Bid whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable filing requirements.

CONTRACTOR'S CERTIFICATION

Contractor's Name: Top Line Construction Corp.

Address: 22 Fifth Street, Somerville, NJ 08876

1. Bidder has participated in previous contract or subcontract subject to the equal opportunity clause. Yes X No ___

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes X No ___
   If Yes, state what reports were filed and with what agency. Form AA-201 NJ Initial Workforce Report

3. Bidder has filed all compliance reports due under applicable instructions including SF-100. Yes X No ___

4 If answer to Item 3 is "No", please explain in detail on reverse side of this certification.

Certification: The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law. (U.S. Code, Title 1&, Section 1001.)

Steve Castela, President
(Name and Title of Signer - Please Type)

(Signature) Date: 10/15/26

CERTIFICATATION OF EQUAL OPPORTUNITY

By the submission of this bid and in accordance with Executive Order No. 11246, Section 202, dated September 24, 1965, the bidder, offeror, applicant, or subcontractor certifies that he shall not discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITION, FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPREHENSHIP, LAYOFF, OR TERMINATION.

He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding $10,000, which are not exempt from the provision of Equal Opportunity clause: that he will retain such certifications in his files, and that he will post in a conspicuous place and forward Notice of Non-Discrimination to such proposed subcontractors (except where the proposed subcontractors have submitted identical certification for specific time periods).

(Signature)

10/15/26
(Date)

Steve Castela, President
(Name and Title of Signer - Please Type)

AFFIRMATIVE ACTION QUESTIONNAIRE

The following question must be answered by all prospective contractors.

Do you have a Federal Letter of Affirmative Action Plan Approval from the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP)?

YES X NO _____

If yes, please submit a photostatic copy of such approval. This letter cannot be more than one year old from the date of issuance.

If no, the prospective Contractor may still bid on the project as long as the question is answered.

Certification: The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law. (U.S. Code, Title 1&, Section 1001.)

Steve Castela, President
(Name and Title of Signer - Please Type)

(Signature) Date: 10/15/26

AFFIRMATIVE ACTION CERTIFICATION
(CONSTRUCTION CONTRACTS)

A. This contract is subject to and all bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27; Affirmative Action Regulations.

B. For any violations of this law in addition to all other penalties allowable by law, the violator shall be subject to a fine up to $1,000.00 for each violation for each day during which the violation continues, as delineated in N.J.A.C. 17:27-10.6, with said fine to be collected in a summary manner pursuant to the "Penalty Enforcement Law of 1999" (N.J.S.A. 2A:58-10 et seq.) (P.L. 1975, Cl27, Para. 5b) (N.J.A.C. 17:27).

C. ALL CONTRACTORS

1. All contractors shall complete and submit the Initial Project Workforce Report Form AA-201, upon notification of award. Proper completion and submission of this report shall constitute evidence of the contractor's compliance with the regulations.

2. Failure to submit the form may result in the contract being terminated.

3. The contractor also agrees to submit a copy of the Monthly Project Workforce Report Form AA-202, once a month thereafter for the duration of the contract to the Division of Contract Compliance and to the Public Agency Compliance Officer.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and agrees to furnish the required documentation pursuant to the Law.

COMPANY: Top Line Construction Corp

SIGNATURE: _____

TITLE: Steve Castela, President

NOTE: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

THE BOROUGH OF PENNINGTON

CERTIFICATE OF INSURANCE STATEMENT

The Bidder fully understands The Borough of Pennington insurance requirements as stated in Section 107 of the Special Provisions for State Aid Projects and agrees to provide all insurance required with the endorsed copies of the Agreement.

Top Line Construction Corp.
(Firm Name)

Signature: _____

Name & Title: Steve Castela, President

Address:

22 Fifth Street, Somerville, NJ 08876

Dated: 10/15/26

NOTE:

FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.

STATE TREASURER'S LIST OF DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS

The Contractor shall submit with his bid a sworn statement, as set forth herein signed by an officer or partner of the Contractor, indicating whether or not the Contractor is at the time of the bid, included on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders. The Contractor will immediately notify the Owner whenever it appears that a Contractor is on the State Treasurer's List. The Contractor may be debarred, suspended, or disqualified from contracting with the State of New Jersey and NJDEP if the Contractor commits any of the acts listed in N.J.A.C. 7:1D-2.2.

STATE OF NEW JERSEY §: Borough of Pennington

COUNTY OF Mercer

I, Steve Castela of the City of Somerville

in the County of Somerset and the State of NJ of

full age, being duly sworn according to law on my oath depose and say that:

I am President, an officer of the firm of Top Line Construction Corp. the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so that said bidder at the time of making of this bid, is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidder; and that all statements contained in said Proposal and in the affidavit are true and correct, and made with the full knowledge that the Owner as Local Unit relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including the Guarantee Period, that **The Borough of Pennington** (Owner) shall be immediately notified by the signatory of this Eligibility Affidavit.

In accordance with N.J.A.C. 7:22-3.39 (b), The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Transportation if the Contractor commits any of the acts listed in N.J.A.C. 7:1D-2, and as determined according to applicable law and regulation.

Top Line Construction Corp.
22 Fifth Street, Somerville, NJ 08876
(Insert Name and Address of Contractor)

(Insert Name and Title of Affiant) Steve Castela, President

Subscribed and sworn
before me this 15th day
of October 20 26

Notary Public of NJ
My commission expires

CYNTHIA WHITESELL
Notary Public, State of New Jersey
Commission # 2353998
My Commission Expires 12/29/2026

CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	Top Line Construction Corp.
Address of Individual or Organization	22 Fifth Street, Somerville, NJ 08876
DUNS Code (if applicable)	623378940
CAGE Code (if applicable)	7D4M8
Check the box that represents the type of business organization:	

☐Sole Proprietorship (skip Parts III and IV) ☐Non-Profit Corporation (skip Parts III and IV)

☒For-Profit Corporation (any type) ☐Limited Liability Company (LLC) ☐Partnership

☐Limited Partnership ☐Limited Liability Partnership (LLP)

☐Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization

I hereby certify that the **individual or organization listed above in Part I** is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the ***Borough of Pennington*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by ***The Borough*** to notify ***The Borough*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with ***The Borough***, permitting ***The Borough*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Steve Castela	Title:	President
Signature:		Date:	10/15/26

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	
OR	
☒	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	N/A
Home Address (for Individual) or Business Address	
OR	
☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Section C – Part III Certification			
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of Top Line Construction Corp. (contractor). I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that ***The Borough of Pennington*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award ***The Borough*** to notify ***The Borough*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with ***The Borough***, permitting ***The Borough*** to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Steve Castela	Title:	President
Signature:		Date:	10/15/26

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities		
Section A		
☐	Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.	
Name of Business Entity		**Business Address**
Add additional sheets if necessary		
OR		
☒	The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.	

Section B (skip if no business entities are listed in Section A of Part IV)	
☐	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address
N/A	

Add additional Sheets if necessary

OR

☐	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that ***The Borough of Pennington*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by ***The Borough*** to notify ***The Borough*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with ***The Borough***, permitting ***The Borough*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Steve Castela	Title:	President
Signature:		Date:	10/15/26

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: Improvements to Abey Drive
Bidder Name: Top Line Construction Corp.

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☒ **I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below: OR**

☐ **I am unable to certify as above because the bidder and/or one of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name N/A Relationship to Bidder/Owner _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey and the Owner of the project are relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State of New Jersey and the Owner to notify the State of New Jersey and the Owner in writing of any changes to the answers of information contained herein. I acknowledge that I am aware of that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and/or the Owner and that the State and/or the Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Steve Castela **Signature:** _____

Title: President **Date:** 10/15/26

PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS
CERTIFICATION OF NON-INVOLVEMENT
N.J.S.A. 52:32-60.1 et seq. and N.J.S.A. 40A11-2.2 (L.2022, c. 3)

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

Check the Appropriate Box:

☒ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

Use additional sheets if necessary.

Steve Castela	
Printed Name of Authorized Agent	*Signature of Authorized Agent*
President	10/15/26
Title	*Date*
Top Line Construction Corp.	
Company Name/Person/Entity	
22 Fifth Street, Somerville, NJ 08876	
Address	
scastela@toplineconstruction.com	223089346
Email	*FEIN#*
908-231-7570	908-231-7402
Phone	*Fax*

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20_____ by and between The Borough of Pennington, New Jersey (hereinafter called "OWNER") and_____ (hereinafter called "CONTRACTOR").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The work is generally described as follows: IMPROVEMENTS TO ABEY DRIVE.

Article 2. ENGINEER.

The Project has been designed by the Colliers Engineering and Design 101 Crawfords Corner Road, Suite 3400 Holmdel, New Jersey 07733, hereinafter called ENGINEER, who will act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1. **All work shall be substantially completed within Seventy-Five (75) calendar days following notice to proceed and ready for final payment within Ninety (90) calendar days following notice to proceed.**

3.2. Liquidated Damages - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed by the owner. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER when the Work is not completed on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that if CONTRACTOR shall neglect, refuse or fail to complete the Work within the Contract Time or any prior written extension thereof granted by OWNER, CONTRACTOR shall pay OWNER as liquidated damages for delay (but not as penalty) the amount provided in the following chart:

Schedule of Liquidated Damages for Each Day of Overrun in Contract Time

Original Contract Amount		Liquidated Damages
$ 0	$ 50,000	$ 300
50,000	100,000	500
100,000	500,000	600
500,000	1,000,000	750
1,000,000	2,000,000	1000

The applicable liquidated damages shall be due from the Contractor for each day that expires after the time for completion and readiness for final payment as specified in Paragraph 3.1 of this agreement and any prior written extension. This amount is in addition to the inspection fees due to excess time as described in the Section 104 of the Standard Specifications and Special Provisions.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the work in accordance with the Bidders Proposal.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with the Special Provisions. Applications for Payment will be processed by ENGINEER as provided in the Special Provisions.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of the CONTRACTOR'S Applications for Payment as recommended by ENGINEER, as provided below if recommended by the Engineer. The Engineer may, at his discretion, refuse to process any such application if the Contractor shall be in default of his obligations under this Agreement. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed and provided elsewhere in these Contract Documents.

5.1.1. Prior to Final Completion and Acceptance, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made as recommended by the ENGINEER.

The Owner will retain 2% of the amount due on each partial payment. That is, the recommended amount will be for 98% of Work completed.

5.2. Final Payment. Upon final completion and acceptance of the Work, the OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER to one-hundred percent (100%).

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents (including the permits obtained by the OWNER), work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, report, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

6.3. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. Utility Mark-Outs in accordance with the Underground Facility Protection Act; N.J.S.A. 48:2-72, et seq. are understood to be required.

6.4. CONTRACTOR has correlated the results of all observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

6.5. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

7.1. This Agreement (pages C-50 through C-54, inclusive).

7.2. Exhibits to this Agreement (pages C-55 through C-69, inclusive).

7.2.1. Exhibit "A", Construction Performance Bond (pages C-55 through C-56, inclusive).

7.2.2. Exhibit "B", Construction Payment Bond (pages C-57 through C-58, inclusive).

7.2.3. Exhibit "C", Affirmative Action Questionnaire, NJ Form AA-201, and Affirmative Action Agreement, Construction Contracts (Pages C-59 through C-64, inclusive).

7.2.4. EXHIBIT "D", Equal Opportunity for Individuals with Disability, AMERICANS WITH DISABILITIES ACT OF 1990 (Page C-65)

7.2.5. Exhibit "E", Public Works Contractors Registration Act (Pages C-66 through C-67).

7.2.6. Exhibit "F", Form of Maintenance Bond (Pages C-68 through C-69).

7.3. State of New Jersey Wage Rate Determinations (Page W-1, inclusive).

7.4. NJDOT Standard Specifications for Road and Bridge Construction, 2019 edition, as modified by NJDOT Baseline Document Changes that were advertised before the bid submittal date.

7.5. Special Provisions for State Aid Projects for Improvements to Abey Drive (page 1 -page 43, inclusive)

7.6. Notice of Award.

7.7. Contract drawings bearing the title "IMPROVEMENTS TO ABEY DRIVE (Sheet 1 through 15, inclusive).

7.8. Addenda Number(s) ___-___ and Clarification No. ____.

7.9. CONTRACTOR'S Bid (pages C-1 to C-21, inclusive).

7.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

7.10.1. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents.

7.10.2. Notice to Proceed.

7.11. The documents listed above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7.

Article 8. MISCELLANEOUS.

8.1. Terms used in this Agreement that are defined in Standard Specifications and Special Provisions and have the meanings assigned to them in the same.

8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, including without limitation moneys that may become due and moneys that are due (except to the extent this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 20_____.

OWNER Borough of Pennington

BY _____

Title _____

Attest _____

[CORPORATE SEAL]

Address for giving notices

30 North Main Street
Pennington, NJ 08534

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement).

CONCTRATOR _____

BY _____

Title _____

Attest _____

License No. _____

[CORPORATE SEAL]

Address for giving notices

_____

_____

Agent for service of process:

_____

If CONTRACTOR is a Corporation, attach a "Corporate Resolution" as evidence of authority to sign.

EXHIBIT "A"

THE BOROUGH OF PENNINGTON

CONSTRUCTION PERFORMANCE BOND
(MUST BE SUBMITTED ON THIS FORM)

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned,

_____

as PRINCIPAL, and _____

a corporation organized and existing under the laws of the State of _____, and duly authorized to do business in the State of New Jersey, as SURETY, are hereby held and firmly bound unto The Borough of Pennington hereinafter called Owner, its successors, in the penal sum of _____

_____Dollars

and _____Cents
($_____), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of_____, Two Thousand _____, A.D.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named Principal is about to enter into a contract with the Owner, its successor or successors, which said contract, known as IMPROVEMENTS TO ABEY DRIVE is hereby made a part of this bond as if set forth herein at length.

NOW, THEREFORE, if the said Principal shall well and faithfully do and perform the things agreed by Principal to be done and performed according to the terms of the said Contract, or any changes or modifications herein made as therein provided, and shall all lawful claims and judgments of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any firm or corporation having a just claim or judgment against the Principal, as well as for the obligee herein; and shall defend, indemnify and save harmless the Owner, its officers, agents and servants, and each and every one of them against and from all suits, costs, claims and judgments of every kind and description, and from all damages to the Owner, or any of its officers, agents, servants may be put by reason of injury to the person or property of others resulting from the performance of said Contract or through the negligence of the Principal, its agents, servants, employees or subcontractors, or through any act or omission on the part of the said Principal, or his agents, employees or servants, and shall further defend, indemnify and save harmless the Owner, its officers, agents and servants, from all suits, actions, claims and judgments of any kind or character whatsoever, which may be brought, instituted or obtained by any subcontractor, materialmen, or

laborer who has performed work or furnished materials in or about the work required to be done pursuant to the said Contract, or by or on account of any claims or amount recovered for any infringement of patent, trademark or copyright; then this obligation shall be void; otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims and judgments hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that no modifications or omissions, or additions in or to the terms of the said Contract, or in or to the Plans or Specifications therefore, shall in anywise affect the obligations of said Surety on its bond, and the Surety hereby waives notice of same.

IN WITNESS WHEREOF the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

WITNESS OR ATTEST: _____
Principal

By: _____ _____
(Seal)

WITNESS OR ATTEST: _____
Surety

By: _____ _____
(Seal)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must possess a Certificate of Authority from the Commissioner of the New Jersey Department of Insurance in accordance with N.J.S.A. 17:31-5.

PERSON OR AGENT OF THE SURETY WHO WILL RECEIVE NOTICE OF NON-PERFORMANCE:

NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

EXHIBIT "B"

THE BOROUGH OF PENNINGTON

CONSTRUCTION PAYMENT BOND
(MUST BE SUBMITTED ON THIS FORM)

KNOW ALL MEN BY THESE PRESENTS: That _____

_____
Corporation

a Partnership, hereinafter called Principal, and _____
or Individual

_____

hereinafter called Surety, are held and firmly bound unto the Borough of Pennington, New Jersey hereinafter called Owner, in the penal sum of _____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named Principal is about to enter into a contract with the Owner, its successor or successors, which said contract, known as IMPROVEMENTS TO ABEY DRIVE is hereby made a part of this bond as if set forth herein at length.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____ _____
(Principal) (Principal Secretary)

By:_____[s] [SEAL]

_____
(Address)

_____
(Witness to Principal)

_____
(Address)

_____
(Surety)

ATTEST: By: _____[s]

_____
(Surety Secretary)

[SEAL]

_____
(Witness to Surety)

_____
(Address)

_____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must possess a Certificate of Authority from the Commissioner of the New Jersey Department of Insurance in accordance with N.J.S.A. 17:31-5.

PERSON OR AGENT OF THE SURETY WHO WILL RECEIVE NOTICE OF NON-PAYMENT:

NAME:_____

ADDRESS: _____

TELEPHONE NO.: _____

EXHIBIT "C"

AFFIRMATIVE ACTION AGREEMENT

CONSTRUCTION CONTRACT

During the performance of this contract, the contractor agrees as follows:

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

2. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

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

4. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time

5. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division of Contract Compliance & EEO may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division of Contract Compliance & EEO is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division of Contract Compliance &

EEO, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975 c. 127, as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (B) below; and the contractor or subcontractor further agrees to immediately take said action if it determines or is so notified by the Division of Contract Compliance & EEO that the union is not referring minority and female workers consistent with the applicable employment goal.

(B) If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (b) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the Public Agency Compliance Officer, Division of Contract Compliance & EEO, and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;

(2) To notify any minority and female workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;

(4) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State

Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor on any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, C. 127;

(6) To adhere to the following procedure when minority and female workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker's skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division of Contract Compliance & EEO and provided further, that, if necessary. the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these regulations. All of the requirements of this paragraph, however, are limited by the provisions of (C) below

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Division of Contract Compliance & EEO.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract and on forms made available by the Division of Contract compliance & EEO and shall be submitted promptly to that

office upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) preceding provision shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement: provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provisions (B) without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of the preceding provisions (B) it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

(D) The contractor agrees to complete an Initial Project Workforce Report on forms provided by the Division of Contract Compliance & EEO or in the form prescribed by the Division of Contract Compliance & EEO and submit a copy of said form no later than 3 days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Workforce Report once a month (by the seventh work day of each month)thereafter for the duration of this contract to the Division of Contract Compliance & EEO and to the public Agency Compliance Officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

(E) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to subchapter 10 of the Administrative Code (NJAC 17:27).

EXHIBIT
"C" FORM
AA-201
REV. 5/95

State of New Jersey
INITIAL PROJECT WORKFORCE REPORT - CONSTRUCTION

OFFICIAL USE ONLY
AFFIRMATIVE ACTION OFFICE
Assignment _____

READ INSTRUCTIONS ON BACK CAREFULLY BEFORE COMPLETING THIS FORM.
TYPE OR PRINT IN SHARP BALL-POINT PEN.

Code _____

DISTRIBUTION: Affirmative Action Office, Affirmative Action Office DP, Public Agency, Contractor

∈ Name and address of Prime Contractor

(NAME)

(STREET ADDRESS)

(CITY) (STATE) (ZIP CODE)

≠ MBE ☐ WBE ☐

∠ Name and Address of Public Agency Awarding Contract

Date of Contract Award

Contract No.

Dollar Amount of Contract

∇ Name and Location of Project

County

® Trade or Craft	Total Number Employees			Total Minority and Female Employees			Projected Phase-In Date	Projected Completion Date
	J	AP	Female	J	AP	Female		
01 Asbestos Worker								
02 Bricklayer or Mason								
03 Carpenter								
04 Electrician								
05 Glazer								
06 HVAC Mechanic								
07 Ironworker								
08 Operating Engineer								
09 Painter								
10 Plumber								
11 Roofer								
12 Sheet Metal Worker								
13 Sprinkler Fitter								
14 Steamfitter								
15 Surveyor								
16 Tiler								
17 Truck Driver								
18 Laborer								
19 Other								
20 Other								
21 Other								
22 Other								

© Completed By (AA Officer) *Print or Type*

(NAME) (SIGNATURE) (TITLE)

INSTRUCTIONS FOR COMPLETING INITIAL PROJECT WORKFORCE REPORT — CONSTRUCTION (AA-201)

1. Enter the prime contractor's name, address and zip code number.

2. Check whether MBE (Minority Business Enterprise) or WBE (Women Business Enterprise).

3. Enter the complete name and address of the Public Agency awarding the contract. Include the date of award and the dollar amount of contract.

4. Enter the name and location of the project, including the county in which the project is located.

5. Under the total number of employees on the job in each craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors working on the job, including females. Under total minority and female employees enter total actual minority and female employees of the prime contractor and all subcontractors on the job. Minority employees include Black, Spanish-American, American Indian and Asian. (J=Journey worker, AP = Apprentice). Include projected phase-in and completion dates.

6. Print or type the name of the company official or authorized Affirmative Action Officer (AAO). Include signature and title, phone number and date the report is submitted.

7. This report must be submitted to the Public Agency that awards the contract and the Affirmative Action Office no later than three (3) days after the contractor signs the contract.

THE CONTRACTOR IS TO RETAIN THE FOURTH AND FINAL COPY MARKED "CONTRACTOR," SUBMIT THE THIRD COPY MARKED "PUBLIC AGENCY" TO THE PUBLIC AGENCY AWARDING THE CONTRACT AND FORWARD THE REMAINING TWO (2) COPIES TO:

AFFIRMATIVE ACTION OFFICE
DEPARTMENT OF THE TREASURY
CN 209
TRENTON, NJ 08625-0209
TELEPHONE NO. (609) 292-5475

EXHIBIT "D"

Equal Opportunity for Individuals with Disability
AMERICANS WITH DISABILITIES ACT OF 1990

The contractor and the Borough of Pennington, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants; and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) establishes a prevailing wage level for workers engaged in public works in order to safeguard the workers efficiency and general well-being, and to protect them as well as their employers from the effects of serious and unfair competition resulting from wage levels that are detrimental to the efficiency and well-being of all concerned.

The Act requires the payment of minimum rates of pay to laborers, craftsmen and apprentices employed on public works projects. Covered workers must receive the appropriate craft prevailing wage rate as determined by the Commissioner of Labor and Workforce Development. Prevailing wage rates are wage rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Public works projects subject to the Act are those funded in whole or in part with the funds of a public body. Contracts awarded directly by municipal government must be valued at $11,892 or more to be covered by the Act. For all other public entities, including municipal utility authorities and boards of education, the threshold is $2,000.

Anyone interested in bidding on or engaging in any contract (or part thereof) for public work which is subject to the provisions of the Prevailing Wage Act must register with the Division of Wage and Hour Compliance as required by the Public Works Contractor Registration Act (PWCRA) P.L. 1999, c.238-N.J.S.A. 34:11-56.48 et seq. which establishes a unified procedure for the registration of contractors and subcontractors engaged in public works building projects. The PWCRA requires an annual registration fee of $300. After successful completion of two consecutive years of registration, a contractor may elect to register for a two year period and pay a registration fee of $500.

Upon registration, the contractor and/or subcontractor will be issued a certificate indicating compliance with the requirements of the Act. Public bodies are expected to require proof of registration of all contractors bidding on the project and all subcontractors identified in such bids.

DEFINITION OF PUBLIC CONTRACTS WORK

Public work means any construction, reconstruction, demolition, alteration or repair work, or maintenance work including painting and decorating, done under contract and paid for in whole or in part out of the funds of the public body, except work performed under a rehabilitation program.

Public work also means construction, reconstruction, demolition, alteration, or repair work done on any property or premises, whether or not the work is paid from public funds, if at the time of entering into the contract:

1. Not less than 55% of the property or premises is leased by a public body, or is subject to an agreement to be subsequently leased by the public body; and

2. The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet.

The Division of Wage and Hour Compliance Public Contracts Section regulates the payment of prevailing wage rates on public work projects through:

1. the distribution of a prevailing wage rate determination for each trade, craft and classification;

2. the routine site inspections of public construction projects;

3. the implementation of fines and penalties to offenders; and project

4. the debarment from bidding and working on public works projects for three years for those contractors determined to be serious offenders.

The Act and regulations requires every contractor or sub-contractor performing public work for a public body to maintain the following records:

1. the name, address, social security number, craft or trade of each worker, and;

2. the actual hourly rate of pay, actual daily, overtime and weekly hours worked in each craft or trade, gross pay, itemized deductions, and net pay paid to the employee; such record shall also include:

   a. any fringe benefits paid to approved plans, funds or programs on behalf of the employee; and
   b. fringe benefits paid in cash to the employee.

These records must be preserved for a two-year period from the date of payment and shall be open at all reasonable hours to the public body awarding the contract, to any other party to the lease or agreement to lease pursuant to which the public work is done and to the Commissioner of Labor and Workforce Development.

EXHIBIT "F"

THE BOROUGH OF PENNINGTON

FORM OF MAINTENANCE BOND
(MUST BE SUBMITTED ON THIS FORM)

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, _____ as PRINCIPAL, and _____ as Surety, a corporation organized and existing under the laws of the State of _____, and duly authorized to do business in the State of New Jersey, as SURETY, are hereby held and firmly bound unto The Borough of Pennington hereinafter called Owner, its successors, in the penal sum of the following:

_____ Dollars and

_____ Cents ($_____),

for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named Principal did on _____, 20_____, enter into a Contract with the Owner, its successor or successors, which said contract, known as _____ is hereby made a part of this bond as if set forth herein at length.

NOW, THEREFORE, if the said Principal shall remedy without cost to the Owner any defects which may develop during a period of two (2) years from the date of final completion for the work performed under the said Contract, provided such defects, in the judgement of the Owner are caused by defective or inferior materials or workmanship, then this obligation shall be void, otherwise it shall be and remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no modifications or omissions, or additions in or to the terms of the said Contract, or in or to the Plans or Specifications therefore, shall in anywise affect the obligations of said Surety on its bond, and the Surety hereby waives notice of same.

IN WITNESS WHEREOF the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth below.

Signed this _____ day of _____, Two Thousand _____, A.D.

WITNESS OR ATTEST:

_____
Principal

By: _____ _____
(Seal)

WITNESS OR ATTEST:

_____
Surety

By: _____ _____
(Seal)

IMPORTANT: Surety companies executing bonds must possess a Certificate of Authority from the Commissioner of the New Jersey Department of Insurance in accordance with N.J.S.A. 17:31-5.

BID BOND

"KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Top Line Construction Corp. as PRINCIPAL, and Great American Insurance Company as SURETY, are hereby held firmly bound unto The Borough of Pennington, New Jersey as Owner, in the penal sum of 10% of amount bid not to exceed $20,000.00 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 14th day of October, 2026.

The condition of the above obligation is such that whereas the Principal has submitted to Borough of Pennington a certain Bid, attached hereto and hereby made a part thereof to enter into a contract in writing for **IMPROVEMENTS TO ABEY DRIVE**

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternative,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being clearly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice or any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

Witness or Attest: Top Line Construction Corp.

Witness: Cynthia Whitesell

Principal

By _____ _____

Steve Castela, President (Seal)

Witness or Attest: Great American Insurance Company

Witness: Adriana Giammichele

Surety

By _____ _____

Lisa Nosal, Attorney-in-Fact (Seal)

PERSON OR AGENT OF THE SURETY WHO WILL RECEIVE NOTICE OF NON-PERFORMANCE:

NAME: Robert Culnen

ADDRESS: 55 Lane Road, Fairfield, NJ 07004

TELEPHONE NO.: 973-890-0900

IMPORTANT: Surety companies executing bonds must possess a Certificate of Authority from the Commissioner of the New Jersey Department of Insurance in accordance with N.J.S.A. 17:31-5.

CONSENT OF SURETY

The undersigned hereby certify that they are the duly authorized agents of Great American Insurance Company duly authorized to do business in the State of New Jersey. The undersigned consents and agrees that if the Contract known as "*Improvements to Abey Drive*" is awarded to the Bidder (named below), it will become bound as surety and guarantor for its faithful performance, and will execute a Performance Bond in the form specified in the Contract Documents, said Bond to be in an amount equal to one-hundred percent (100%) of the Contract price and to be continues so as to indemnify the Borough against loss due to failure of the Bidder to meet the stipulation of the Performance Bond and a bond for -payment for labor and materials, to guarantee payment of all persons performing or furnishing labor or materials for performance of said Contract, said Bond also to be in an amount equal to one-hundred percent (100%) of the Contract price.

The undersigned further consents and agrees that if the aforesaid Contract is awarded to the below named bidder, it will become bound as surety and guarantor for Maintenance Bonds for the faithful performance of the contract provisions relating to the repair and maintenance of the work of the Contract during the term of the Bond as specified in the Contract Documents.

Great American Insurance Company
(Surety Company or Agency)

By: _____
Lisa Nosal, Attorney-in-Fact

Witness: _____
Adriana Giammichele

The terms of the Surety Company for furnishing the bond are hereby acceptable.

Top Line Construction Corp.
(Name of Bidder)

By: _____
(Title) Steve Castela, President

IMPORTANT: Surety companies executing bonds must possess a Certificate of Authority from the Commissioner of the New Jersey Department of Insurance in accordance with N.J.S.A. 17:31-5.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SEVEN

No. 0 22071

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DONALD GOETZ ADRIANA GIAMMICHELE ROBERT CULNEN MARK CULNEN LISA NOSAL LOUIS VLAHAKES PAMELA J. BOYLE	ALL OF MENDHAM, NEW JERSEY	ALL $100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5TH day of JUNE , 2025 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 5TH day of JUNE , 2025 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 14th day of October , 2026 .

Assistant Secretary

GREAT AMERICAN INSURANCE GROUP

for all the great you do®

GREAT AMERICAN INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS
AS OF DECEMBER 31, 2025

ADMITTED ASSETS

Bonds	$ 6,081,413,282
Stocks	1,299,843,902
Mortgage loans on real estate	956,835,950
Real estate (net of encumbrances)	1,622,624
Cash and short-term investments	731,529,563
Other invested assets	2,674,856,354
Receivable for securities	193,005
Investment income due and accrued	64,949,129
Agents' and premium balances	1,031,058,445
Reinsurance recoverable on loss payments	170,723,106
Federal income taxes	-
Net deferred tax asset	10,272,857
Receivable from affiliates	32,560,394
Receivable from Federal Crop Insurance Corporation	915,548,981
Company owned life insurance	205,345,627
Funds held as collateral	28,944,633
Funded deductibles	40,622,954
Other admitted assets	35,412,798
Total	$ 14,281,733,604

LIABILITIES, CAPITAL AND SURPLUS

Unpaid losses and loss expenses		$ 6,661,038,738
Reserve for underwriting expenses		459,610,865
Reserve for unearned premiums		2,155,649,949
Federal income taxes		33,479,485
Ceded reinsurance premiums payable		270,415,966
Funds held under reinsurance treaties		812,417,103
Provision for reinsurance		56,389,384
Retroactive reinsurance		(50,683,740)
Other liabilities		283,066,126
Total liabilities		10,681,383,876
Capital stock	$ 15,440,600	
Paid in surplus	919,318,972	
Special surplus funds	50,109,873	
Unassigned funds	2,615,480,283	
Policyholders' surplus		3,600,349,728
Total		$ 14,281,733,604

Securities have been valued on the basis prescribed by the National Association of Insurance Commissioners.

STATE OF OHIO

COUNTY OF HAMILTON

Judith E. Gill, Vice President and Controller, and Stephen Beraha, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (96 Stat. 1047 as amended: 31 U.S.C. 9304-9308); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2025.

Subscribed and sworn to before me

this 3rd day of March, 2026.

Controller

Assistant Secretary

Public Notary

VALERIE SMITH
Notary Public
State of Ohio
My Comm. Expires
October 17, 2026

SURETY DISCLOSURE STATEMENT AND CERTIFICATION
pursuant to N.J..S.A. 2A:44-143
(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. 9305)

(name of surety(ies) GREAT AMERICAN INSURANCE COMPANY

surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety(ies) meets (meet) the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended December 31, 2025, (most recent calendar year which capital and surplus amounts are available), which amounts have been certified on a Consolidated Certification by Ernst & Young LLP, 250 E. 5th Street, Cincinnati, Ohio 45202 and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

SURETY COMPANIES(Y)	CAPITAL AND SURPLUS
Great American Insurance Company	$3,600,349,728

(3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein on August 1, 2026 (most recent calendar year available) is as follows:

SURETY COMPANIES(Y)	LIMITATION
Great American Insurance Company	$ 355,127,000

(4) The amount of the bond to which the statement and certification is attached is $ 10% of amount bid not to exceed $20,000.00
(fill in bond amount)

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

REINSURER	ADDRESS	AMOUNT

and;

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE
(to be completed by an authorized certifying
agent for each surety on the bond)

I, Jamie Neuspickle, as Divisional Vice President - Bond Division for Great American Insurance Company, a corporation domiciled in Ohio, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

(Signature of certifying agent/officer)
Jamie Neuspickle
(Printed name of certifying agent/officer)
Vice President
(Title of certifying agent/officer)

Dated: October 14, 2026
(fill in month, day, year)

State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

Date: **May 02, 2026**

NAIC Company Code: **16691**

THIS IS TO CERTIFY THAT THE **GREAT AMERICAN INSURANCE COMPANY,** HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2027, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

01 - Fire and Allied Lines
10 - Aircraft Physical Damage
11 - Other Liability
12 - Boiler and Machinery
13 - Fidelity and Surety
14 - Credit
15 - Burglary and Theft
16 - Glass
17 - Sprinkler Leakage and Water Damage
18 - Livestock
02 - Earthquake
20 - Physical Loss to Buildings
21 - Radioactive Contamination
22 - Mechanical Breakdown/Power Failure
23 - Other (P/C)
26 - Accident and Health
03 - Growing Crops
04 - Ocean Marine
05 - Inland Marine
06 - Workers Compensation and Employers Liability
07 - Automobile Liability Bodily Injury
08 - Automobile Liability Property Damage
09 - Automobile Physical Damage

SUSAN OCHS
ACTING COMMISSIONER
BANKING AND INSURANCE

COMPANY NAME: GREAT AMERICAN INSURANCE COMPANY NAIC COMPANY CODE: 16691

STATUTORY HOME ADDRESS:

301 E. FOURTH STREET
CINCINNATI, OH 45202

SPECIAL CONDITIONS:
Certificate: LOB 23 - OTHER (P/C): SUPPLEMENTAL INVOLUNTARY UNEMPLOYMENT INSURANCE.

Certificate Number
614639

Registration Date: 05/13/2026
Expiration Date: 05/12/2028

State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Top Line Construction Corp

2026

Responsible Representative(s):
Steve Castela, President

Responsible Representative(s):
Mark D Castela, Vice-President

Kevin D. Jarvis, Acting Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TOP LINE CONSTRUCTION CORP.
Trade Name:	
Address:	22 FIFTH STREET SOMERVILLE, NJ 08876
Certificate Number:	0573860
Effective Date:	February 25, 1991
Date of Issuance:	April 23, 2015

For Office Use Only:

20150423122259412

STATE OF NEW JERSEY

Certificate of Authority

DIVISION OF TAXATION
TRENTON, N J 08695

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

Acting Director, Division of Taxation

TOP LINE CONSTRUCTION CORP.
22 FIFTH ST
SOMERVILLE NJ 08876

Tax Registration No.: xxx-xxx-346/000
Tax Effective Date: 04-01-10
Document Locator No.: B0000313486
Date Issued: 10-12-10

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

State of New Jersey

PHIL MURPHY
Governor

TAHESHA WAY, ESQ.
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

5-YEAR RECERTIFICATION

APPROVED

under the

Small Business Set-Aside Act

This certificate acknowledges TOP LINE CONSTRUCTION CORP. as a Category 6 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13.

In order for this certification to remain in effect **throughout the 5 year certification period,** the business **must submit annual verification statements** attesting that there has been no change in ownership, control, or any other factor of the business affecting eligibility for certification as a small business. The verification statements must be submitted **not more than 60 days** prior to the anniversary of the certification approval.

If the business fails to submit the annual verification statement by the anniversary date, or a renewal by its expiration date, the certification will lapse and the business will be removed from the system (SAVI) that lists small business entities. If the business seeks to be certified again, it will have to reapply by submitting a new application.

Peter Lowicki
Deputy Director

Issued: 3/21/2025

***Expiration:** 3/21/2030

Certification Number: A0568-07

***As noted above, in order to maintain its certification status, the business must submit verification statements for each of the five years.**

State of New Jersey
DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

FRANCIS K. O'CONNOR
Commissioner

TAHESHA L. WAY
Lt. Governor

March 7, 2025

Ms. Bonnie Willson
D/ESBE Officer
Top Line Construction Corp
22 Fifth Street
Somerville, NJ 08876

Dear Ms. Willson:

This office has completed its review of your firm's annual Equal Employment Opportunity/Affirmative Action (EEO/AA) Program, including EEO Policy Statement, Sexual Harassment Policy and annual Disadvantaged/Emerging Small Business Enterprise (D/ESBE) Affirmative Action Plan (AAP). This review has deemed these documents to be acceptable; and, therefore, this will serve as your letter of approval.

Please note that this approval will be in effect for a period of one year beginning March 8, 2025, and will apply to all New Jersey Department of Transportation contracts for which your firm is either a prime or subcontractor during this one-year period. If any changes arise which affect your EEO/AA program and plans, please immediately notify this office in writing.

Thank you for your cooperation in the NJDOT's efforts to ensure equal opportunity and non-discrimination in our contracting opportunities and activities.

Sincerely,

Vicki Tilghman-Ansley

Vicki Tilghman-Ansley
Director
Division of Civil Rights and Affirmative Action

VT-A/smm
c: File

TOP LINE
CONSTRUCTION CORP.

22 FIFTH STREET
SOMERVILLE, NJ 08876
(908) 231-7570
FAX (908) 231-7402

TOP LINE CONSTRUCTION, CORP.
SHAREHOLDER'S DISCLOSURE

NAME:	STEVE CASTELA, PRESIDENT/TREASURER
ADDRESS:	190 STANTON ROAD, LEBANON, NJ 08833
PERCENTAGE OWNED:	50%
NAME:	MARK CASTELA, VICE PRESIDENT/SECRETARY
ADDRESS:	1016 CRIM ROAD, BRIDGEWATER, NJ 08807
PERCENTAGE OWNED:	50%

TOP LINE
CONSTRUCTION CORP.

22 FIFTH STREET
SOMERVILLE, NJ 08876
(908) 231-7570
FAX (908) 231-7402

Steve Castela, 50%, President/Treasurer of Top Line Construction Corp., 27 years of construction experience in various and management capacities.

Mark Castela, 50%, Vice President, Secretary of Top Line Construction Corp., 27 years of construction experience in various and management capacities.

TOP LINE
CONSTRUCTION CORP.

22 FIFTH STREET
SOMERVILLE, NJ 08876
(908) 231-7570
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RESOLUTION TO SIGN AND SUBMIT DOCUMENTS

TOP LINE CONSTRUCTION CORP.

Resolved, the following named officers/shareholders/owners:

Steve Castela, President, Treasurer

Mark Castela, Vice President, Secretary

Be and hereby are authorized and empowered to sign and submit all bids or proposals and further that said officers/shareholders/owners are authorized to execute contracts or any other agreements or bonds or statements necessary for the fulfillment of obligations incurred by the acceptance of the owners and/or engineers of the bid or proposal.

Top Line Construction Corp. hereby certifies that the above constitutes a true copy of a Resolution passed and approved on January 6, 2017 by all of the following signed shareholders.

Date of Resolution: January 6, 2017

Shareholder – Steve Castela

Shareholder - Mark Castela

TOP LINE CONSTRUCTION CORP.

HEAVY EQUIPMENT - HEAVY EQUIPMENT - HEAVY EQUIPMENT

HEAVY EQUIPMENT LIST

#	MAKE	MODEL	YEAR
BACKHOES			
B12	CAT	420EIT	2007
B13	John Deere	410J	2012
B14	CAT	420FIT	2013
B15	John Deere	410K	2015
B16	CAT	420FIT	2016
B17	Case	580SN Loader	2016
B18	CAT	420F2 IT Loader	2018
B19	Case	580SN Loader	2018
B20	Caterpillar	420XEIT	2020
B21	John Deere	410L	2021
B22	Case	580SN Loader	2023
B23	Caterpillar	420XEIT	2024
B24	Caterpillar	420XEIT	2026
DOZERS			
D1	CAT	D4GXL	2003
EXCAVATORS			
E1	Komatsu	PC150LC-6K	1998
E3	Komatsu	PC228USLC-3EO	2006
E4	Komatsu	PC138USLC-8	2008
E5	Komatsu	PC55MR-3	2011
E6	Komatsu	PC55MR-3	2011
E7	Komatsu	PC88MR-10	2017
E8	Komatsu	PC55MR-5	2022
E9	Komatsu	PC55MR-5	2024
ROLLERS			
R1	Wacker	RD-11	2002
R6	Ingersl Rand	DD-70	2006
R9	CAT	CB-34	2011
R11	Hamm	HD120iVO	2015
R12	Caterpillar	CB-64B	2017
R13	Hamm	HD14iVV	2017
R14	Wacker	RD12A	2018
R15	CAT	CB-64B	2015
R16	Hamm	HD12VV	2018
R17	CAT	CB10	2021
R18	Wacker	RTLX-SC3	2021
R19	CAT	CB4.0	2023
R20	CAT	CB7	2023
LOADERS			
L1	CAT	950	1995
L2	CAT	928 G	2005
MILLERS			
M5	Wirtgen	W210i	2015
M6	Wirtgen	W250	2019
M7	Wirtgen	W250Fi	2021
PAVERS			
P4	Caterpillar	AP1055F	2017
P5	Caterpillar	AP655D	2015
P6	Caterpillar	AP1055F	2021
P7	Caterpillar	AP1055	2024
SKIDSTEERS			
S1	CAT	262C	2007

TOP LINE CONSTRUCTION CORP.

PROJECT REFERENCES

PROJECT	OWNER	CONTRACT VALUE	CONTACT	AFFILIATION	PHONE NUMBER
2024-5 Roadway Improvement Project	Township of Bridgewater	$1,300,932.79	Tony Gallo	Bridgewater Township Engineering Dept.	(908) 725-6300
Contract 1 - Corridor Improvements to Cranbury-So. River Road	County of Middlesex	$3,008,871.39	Ed Kuchie	Middlesex County Engineering Dept.	(732) 745-4026
Surface Treatment, Resurfacing & Safety Improvements of CR519	County of Hunterdon	$1,588,465.13	Tom Mathews	Hunterdon County Engineering Dept.	(908) 788-1227
2023 Road Program	Borough of Metuchen	$1,953,033.29	Thomas Herits	Metuchen Borough Engineer	(877) 627-3772
Milling & Resurfacing Sussex Tpke/Sussex Avenue	County of Morris	$2,557,005.00	Rich Johnson	Morris County Engineering Dept.	(973) 285-6752
Meadowlands Sports Complex Paving Program	NJ Sports & Exposition Authority	$1,617,544.30	Shanna Pfau	NJ Sports & Exposition Authority Engineering Dept.	(201) 842-5813

TOP LINE
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22 FIFTH STREET
SOMERVILLE, NJ 08876
(908) 231-7570
FAX (908) 231-7402

Credit and Trade References

Tax Identification #: 22-3089346
Date Incorporated: 1/23/1991
State Incorporated: New Jersey

Officers/Owners:

President: Steve Castela Email Address: scastela@toplineconstruction.com
Owner: 50%
190 Stanton Road, Lebanon, NJ 08833

Vice Pres: Mark Castela Email Address: mcastela@toplineconstruction.com
Owner: 50%
1016 Crim Road, Bridgewater, NJ 08807

Bank Information:

TD Bank: 560 Route 22 East, Bridgewater, NJ 08807
Bryan Puzzo: 908-947-4033 (phone) 908-947-4052 (fax)

Insurance Agency:

The Hamilton Group LLC: 3 Wing Drive, Cedar Knolls, NJ 07927
David Page: 973-292-2292 (phone) 973-292-2443 (fax)

Bonding Company:

Great American Insurance Co., 580 Walnut Street, Cincinnati, OH 45202-3180
(Agent: C & H Agency, 55 Lane Road, Suite 210, PO Box 10003, Fairfield, NJ 07004)

Trade References:

1. Weldon Materials: 141 Central Avenue, Westfield, NJ 07090
   Phone: 908-233-4444 Fax: 908-233-8486
2. Stavola Construction Materials: PO Box 482, Red Bank, NJ 07701
   Phone: 732-542-2328 Fax: 732-356-4284
3. Trap Rock Industries, Inc.: PO Box 419, Kingston, NJ 08528
   Phone: 609-924-0300 Fax: 609-252-8817
4. Tilcon New York, Inc.: 625 Mt. Hope Road, Wharton, NJ 07885
   Phone: 800-789-7625 Fax: 908-325-0043

TOP LINE CONSTRUCTION CORP.

Work in Progress Statement

Date of Report: 12/31/2025

Uncompleted Contracts							
Name of Owner or General Contractor	Contract Description	Contract Price Plus Changed Orders	Original Estimated Cost Plus Cost of Changed Orders	Total Billed to Date incl. Retainage	Total Costs (Direct) to Date	Estimated Cost to Complete	Estimated Completion Date
Bonded Contracts in Progress							
Bedminster Township	Riverwood Avenue and Tuttle Avenue Imp.	214,207	171,365	-	-	171,365	4/30/2026
Bernardsville Borough	Dayton-Crescent Road Improvements	269,697	226,546	-	-	210,364	5/31/2026
Bridgewater Township	2025-1 Roadway Improvement Project	322,383	283,697	245,901	208,085	65,010	5/31/2026
Bridgewater Township	2025-2 Roadway Improvement Project	573,378	487,371	559,061	461,389	10,738	5/31/2026
Bridgewater Township	2025-3 Roadway Improvement Project	789,554	671,121	657,274	450,506	92,596	5/31/2026
Bridgewater Township	2025-4 Roadway Improvement Project	826,747	702,735	204,728	132,327	404,313	4/30/2025
Bridgewater Township	2025-5 Roadway Improvement Project	557,981	418,486	472,073	332,436	60,136	5/31/2026
Bridgewater Township	Plymouth Rd, Ryan Way & Jeffrey Lane Imp. Project	642,997	565,838	-	-	565,838	5/31/2026
Dunellen Borough	Second Street Improvements - Phase II	667,890	547,670	-	-	534,312	6/30/2026
Hillsborough Township	NJDOT MA 2025 Dukes Parkway West Improvements	765,964	628,090	240,162	206,743	410,126	5/31/2026
Lopatcong Township	Stonehenge Drive Improvement Project	286,571	223,526	93,477	73,538	150,614	4/30/2025
Morris County	Milling & Resurfacing Sussex Tpke/Sussex Avenue	2,872,005	2,441,204	2,714,844	2,648,571	133,587	5/31/2025
Phillipsburg Town of	Hudson Street Improvements - Phase 4	230,847	184,678	86,836	63,152	100,808	4/30/2025
Somerville Borough	Altamont Place Roadway Improvements	207,464	165,971	147,754	106,015	47,768	3/31/2025
South Brunswick Township	Fresh Impressions Rd Imp - Phase III	1,613,448	1,323,028	1,102,706	1,123,407	408,594	10/31/2025
Union Township	Baptist Church Road - Section 4 & 5	434,497	347,598	251,365	206,634	142,843	4/30/2026
West Amwell Township	Rocktown-Lambertville Rd. Imp. Pjt-Sec. VII	349,466	297,046	-	-	297,046	5/31/2026
West Windsor Township	Alexander Road Pedestrian Safety Improvements	231,225	184,980	-	-	184,980	5/31/2026
				-	-		
Unbonded Contracts in Progress							
Epic Group	(25-235) J&J WHQ Snow Melt System Repairs	7,500	4,875	-	-	4,875	1/31/2026
Epic Group	J&J - Rte. 28 & Ortho Drive Traffic Signal	78,565	54,996	-	-	54,996	6/30/2025
Epic Group	J&J WHQ-Executive Tower EV Lot	116,635	75,813	38,345	28,615	46,974	1/31/2026
EUC Corp. of New Jersey	Campbell Elementary School & Metuchen H.S.	482,840	405,585	388,707	277,118	75,306	4/30/2026
EUC Corp. of New Jersey	Moss Elementary School/Edgar Elementary School	724,414	565,043	593,395	380,885	83,852	4/30/2026
EUC Corporation of New Jersey	Columbus Elementary School	82,390	67,560	25,500	9,104	46,650	8/31/2026
EUC Corporation of New Jersey	Union College Physical Education Center	258,064	216,774	-	-	216,774	8/31/2026

Nordic Contracting Company, Inc.	Netflix Studios, Phase 1A & 1B	12,599,837	11,087,856	86,965	20,985	11,011,327	9/30/2028
Petillo, LLC	Montgomery Promenade Off-Site	4,197,537	3,693,832	1,851,179	1,592,755	1,970,940	10/31/2026
Pillari Brothers Construction Corp.	Cedar Swamp Rd, Freehold Rd & Jackson Mills Rd	914,177	749,625	751,932	567,974	113,571	6/30/2026
R&R Construction Co., Inc.	Rt 10 & Okner Parkway Intersection	86,490	64,868	-	-	64,868	4/30/2025
Rencor, Inc.	Reconstruction of Bridge U-33 on County Route 539	300,491	255,417	-	-	255,417	10/31/2026
Rencor, Inc.	Repair Buoy Yard at U.S. Coast Guard	153,460	115,095	105,729	62,549	35,798	6/30/2026
Sanitary Construction Co., Inc.	Ocean County Social Services Complex	1,017,241	854,483	589,136	496,694	333,922	5/31/2026
State Line Construction	Ice Rink @ Warinanco Park	495,786	406,545	46,816	32,723	368,155	6/30/2026
Tomco Construction, Inc.	Athletic Fields at Thomas Edison Park	5,074,512	4,364,081	163,248	163,068	4,321,913	4/30/2027
TOTALS		38,446,261	32,853,395	11,417,131	9,645,273	22,996,375	

Uncompleted Contracts- Bonded	**5,080,144**
Uncompleted Contracts- Unbonded	**21,948,986**
Total Uncompleted Contracts- All	**27,029,130**

Signed: _____

Name: Steven Castela

Title: President

Contracts Awarded Past 5 Years

Municipality	Project Name	Award Date	Completion Date	Amount
	COMPLETED			
Bridgewater Township	Adamsville Rd & Sunnyside Terrace	04/02/18	05/31/18	$ 224,756.99
Flemington-Raritan Board of Education	Site imp-JP Case Middle School	05/24/18	07/31/18	$ 89,890.40
Rocky Hill, Borough of	2018 Resurfacing of Princeton Avenue - Phase III	07/17/18	08/22/18	$ 191,975.97
West Windsor-Plainsboro Board of Education	Bus Driveway Improvements at Community Middle School	05/22/18	08/24/18	$ 443,310.52
Hanover Township	Resurfacing of Cross Rd	05/10/18	08/31/18	$ 369,896.74
Plainsboro Township	Research Way Improvements	05/23/18	08/31/18	$ 146,868.91
Raritan Borough	Sidewalk Imp W Somerset St	08/03/18	08/31/18	$ 104,919.91
Hillsborough Township	New Amwell Rd Rehab-Section 2 & 3	05/29/18	09/14/18	$ 672,779.07
Bridgewater -Raritan Regional Board of Education	Pavement Rehabilitation at Various Schools	05/22/18	09/26/18	$ 869,018.96
Bernards Township	Lurline Dr & Hessuian St Recon Pjt	04/24/18	09/30/18	$ 857,887.74
Raritan Borough	Improvements to Orlando Dr-PH 3	07/24/18	09/30/18	$ 279,026.94
Manville, Borough of	Improvements to Kennedy Boulevard -	08/21/18	10/19/18	$ 444,614.84
Middlesex, Borough of	Runyon Avenue Improvements	07/11/18	10/31/18	$ 209,262.35
Mount Olive, Township of	Improvements to International Drive North - Phase 1	08/07/18	11/19/18	$ 404,984.44
Cranbury, Township of	Ancil Davison Road - Road Improvements	08/27/18	11/20/18	$ 183,358.37
Morris, Township of	Roadway Improvements to Lake Valley Road	08/15/18	11/26/18	$ 266,472.55
Bound Brook Borough	Reconstruction of East 2nd Street	04/24/18	11/30/18	$ 301,799.13
Morris County	Milling & Resurfacing, Mendham Road (C.R. 510)	07/12/18	11/30/18	$ 575,273.37
East Hanover Township	Troy Rd Reconstruction	08/06/18	11/30/18	$ 487,918.31
Union, Township of	2018 Resurfacing Program - Phase II	04/24/18	12/10/18	$ 1,809,956.10
Lambertville, City of	Clinton Street Improvements	03/20/18	12/14/18	$ 437,527.99
Bridgewater Township	Garretson Road Improvement Project Section IV	09/17/18	12/21/18	$ 810,994.16
Somerset County	Reconstruction of River Road (CR 625)	09/11/18	12/27/18	$ 682,226.52
Hillsborough Township	Beekman Lane Rehabilitation - Phase 1	09/11/18	12/31/18	$ 568,082.82
Bridgewater Township	Morgan Lane Improvement Project	09/17/18	12/31/18	$ 332,429.15
Princeton, Municipality of	Improvements to Walnut Lane	09/11/17	02/26/19	$ 1,440,103.07
Bridgewater Township	BWT-4 Road Improvement Project	09/27/18	04/04/19	$ 405,723.62
Morris County	Milling & Resurfacing , Mt. Hope Road (CR 664)	09/26/18	04/23/19	$ 306,628.56
East Hanover, Township of	Deforest Avenue Roadway Improvements	02/04/19	04/30/19	$ 480,696.55

Somerville, Borough of	North Richards Avenue Road Improvements	04/15/19	05/09/19	$	369,785.39
Plainsboro Township	Grovers Mill Road Bike Path Improvements	11/07/18	05/15/19	$	368,559.96
Union, Township of	Country Acres Drive & Rose Hill Court Improvements	04/18/19	06/04/19	$	367,997.99
Old Bridge, Township of	Ticetown Road Resurfacing - Phase II	12/10/18	06/10/19	$	189,435.80
Plainfield, City of	Sumner Avenue Improvements	08/13/18	06/21/19	$	603,612.71
East Windsor, Township of	2 Rd Resurf & Improvement Projects	03/05/19	07/01/19	$	783,987.85
Morris County	Various Paving Projects - 2018	10/24/18	07/18/19	$	701,001.21
South Plainfield Borough	Improvements to Hadley Road - Phase II	03/04/19	08/01/19	$	884,273.34
West Windsor Township	Roadway Reconstruction for Village Road West & New Village Road	09/04/18	08/02/19	$	1,170,709.52
Bridgewater Township	Garretson Road V Improvement Project	06/06/19	08/05/19	$	720,701.40
Lopatcong, Township of	Baltimore Street Improvement Project	05/01/19	08/07/19	$	313,645.61
Morris County	Milling & Resurfacing Powerville Road (CR618)	01/09/19	08/14/19	$	543,795.13
Washington, Township of	Improvements to Naughright Road	04/15/19	08/31/19	$	206,778.49
Montgomery Township Board of Education	Site Improvements at Montgomery Upper Middle School	01/15/19	09/05/19	$	1,468,341.53
Somerset County	Resurfacing of Various Roads	05/22/18	09/10/19	$	9,107,181.90
Raritan, Borough of	Imp. to Thompson & Anderson Street	05/14/19	09/10/19	$	705,777.10
Bernards, Township of	Manchester Drive and Juniper Way Improvements	06/25/19	10/14/19	$	987,677.31
Long Hill, Township of	Morristown Road Improvements Phase 1 & 2	05/08/19	10/25/19	$	357,719.19
Delaware Township	Improvements to Whiskey Lane and Boars Head Road	06/25/19	10/25/19	$	520,229.26
Mount Olive, Township of	Improvements to International Drive North - Phase 2	09/17/19	11/07/19	$	376,617.50
Plainsboro Township	Research Way Improvements - Phase II	06/13/19	11/29/19	$	201,687.44
Bound Brook Borough	2019 Road Improvement Program	08/22/19	11/30/19	$	1,160,699.18
Plainfield, City of	Woodland Avenue Improvements	09/09/19	12/13/19	$	809,478.47
Bernards Township	Goltra Dr & Fairway Dr E Recon.	06/25/19	12/31/19	$	1,208,348.05
Lambertville City	Clinton St Improvements-Ph II	09/11/19	12/31/19	$	160,556.38
Morris County	Milling & Resurfacing East Mill Rd/Washington Tpke.	08/28/19	02/26/20	$	1,186,137.95
Washington Borough of	Reconstruction of Grand Avenue	07/16/19	03/31/20	$	916,851.31
Raritan Township	Concord Ridge Rd Rd Resurf Pgm	03/17/20	04/13/20	$	223,922.39
Somerville, Borough of	South Cadillac Drive Improvements	10/10/19	04/14/20	$	423,732.40
Berkeley Heights Township	NJDOT FY19 Road Program - Various Streets	10/15/19	04/15/20	$	477,830.97
Hillsborough Township	2019 Capital Roadway Resurf. Pjt.	05/14/19	04/23/20	$	2,284,579.59
Watchung, Borough of	2019 Various Roadway Improvements	11/07/19	04/28/20	$	443,448.07
New Brunswick City	Joyce Kilmer Ave Roadway Imp	09/19/18	04/30/20	$	534,794.94
Bethlehem Township	Ludlow Station Road Sections 2 & 3 Road Improvements	08/23/19	05/19/20	$	373,208.81

Lebanon Borough	Cokesbury Rd Resurfacing	10/15/19	05/21/20	$	106,896.28
Raritan Township	Case Boulevard Road Resurfacing Project	02/18/20	05/22/20	$	482,239.78
Branchburg Township	Road Improvements - Harlan School Road West	01/27/20	05/29/20	$	389,570.34
Califon Borough	Main Street Improvements	02/18/20	05/29/20	$	304,166.37
Hopewell Township	Road Improvements-Denow Road	05/07/19	06/25/20	$	624,728.09
Hopewell Township	Road Improvements-Van Brunt Road	09/09/19	06/25/20	$	319,260.02
Morris County	Milling & Resurfacing Quaker Church Road	10/07/19	07/22/20	$	193,036.86
Piscataway Township	Lynnwood & Crestwood Streets Improvements	03/10/20	07/22/20	$	717,374.79
Pennington Borough	Burd Street Reconstruction	12/02/19	08/04/20	$	326,907.91
Pennington Borough	Abey Drive and Kings Court Reconstruction Project	12/02/19	08/04/20	$	590,363.63
Morris County	Milling & Resurfacing Division Avenue (CR 605)	04/23/20	08/12/20	$	233,737.31
Frenchtown Borough	Milford Road Improvement Project - Sections 1 & II	05/06/20	08/13/20	$	389,134.23
Alpha Boroough	Industrial Drive and Edge Road Connector Road	04/23/19	09/01/20	$	455,515.04
Morris County	Milling & Resurfacing Bernardsville Road & Hilltop Road	04/23/20	09/23/20	$	880,863.67
Bridgewater Township	BWT-8 Roadway Improvement Project	09/21/20	10/27/20	$	236,228.09
Phillipsburg, Town of	Improvements to Heckman Street Phase 3 & 4	06/03/20	11/03/20	$	543,845.31
Frenchtown Borough	Harrison Street & Second Street Improvement Project	09/23/20	11/20/20	$	267,336.53
Bridgewater Township	BWT-7 Road Improvement Pjt	09/21/20	11/23/20	$	329,729.57
Rockaway Township Board of Education	2020 Site Improvements At Stony Brook Elem School	05/06/20	11/24/20	$	765,525.00
Bridgewater Township	Running Brook Road Improvement Project	10/05/20	11/30/20	$	641,303.90
Hillsborough Township BOE	Repaving Hillsborough Schools	05/18/20	11/30/20	$	2,990,512.68
South Plainfield Borough	Road Improvements to Corporate Boulevard & Cragwood Road	09/08/20	12/01/20	$	413,732.23
Bridgewater Township	BWT-6 Road Improvement Pjt	07/20/20	12/07/20	$	733,307.33
Hampton Borough	Main Street Improvement Project - Sections I, II & III	07/13/20	12/08/20	$	581,548.84
Bridgewater Township	Delaware Drive Improvement Project	09/21/20	12/11/20	$	184,529.73
Springfield Township	2020 Road Improvements	09/22/20	12/11/20	$	498,340.98
East Windsor Regional School District Board of Edu	Traffic Circulation Improvements at Hightstown High School	04/21/20	12/23/20	$	863,108.50
Berkeley Heights Township	2019 Capital Rd Pgm-Various Rds	10/25/19	12/31/20	$	350,313.43
Morris County	Milling & Resurfacing, Various Paving Projects 2020	08/26/20	02/10/21	$	690,221.07
Morris County	Milling & Resurfacing Reservoir Avenue (CR 513)	04/23/20	02/24/21	$	220,789.82
Morris County	Mill & Resurf. Main St/Mendham Rd	06/24/20	02/24/21	$	1,774,329.24
Sky Manor Airport Partners,LLC	Runway and Taxiway Rehab	09/19/20	03/13/21	$	741,453.83
Montgomery Township	2020 Road Improvements	10/11/20	04/23/21	$	633,184.14
Piscataway Township	Morris Avenue Roadway Improvements	04/21/20	05/11/21	$	1,545,177.00

Hillsborough Township	2020 Capital Roadway Paving Project	04/15/20	05/18/21	$	1,911,161.84
Delaware Township	Lower Ferry Road Improvement Project	10/29/20	06/01/21	$	145,487.84
West Windsor Township	Roadway Improvements to Bennington Drive	10/13/20	06/16/21	$	554,130.41
New Jersey Department of Transportation	Route 57, from Route 22 to Route 31	02/19/19	06/30/21	$	9,295,689.83
High Bridge Borough	Washington Ave Improvement Pjt - Section II	03/25/21	07/27/21	$	502,120.62
Branchburg Township	Holland Brook Road West Improvements	03/22/21	07/31/21	$	460,542.70
East Amwell Township	Linvale Rd Imp Pjt - Sec III & IV	06/10/21	07/31/21	$	305,812.95
Plainsboro Township	Scotts Corner Road Improvements	05/26/21	08/01/21	$	502,672.05
Bridgewater Township	Steeple Chase Lane Improvement Pjt	05/17/21	08/02/21	$	353,065.96
Hopewell Vally Regional BOE	Paving & Drainage Hopewell Stony Brook E.S.	05/17/21	08/03/21	$	695,336.71
Parsippany-Troy Hills Township	Edwards Road Improvement Program	05/18/21	08/30/21	$	1,342,851.00
Bridgewater Township	Garfield Avenue Rdwy Imp Pjt	06/10/21	09/24/21	$	538,361.49
Mendham Borough	Dean Road Improvements - Section 1&2	05/24/21	10/11/21	$	442,847.95
Bridgewater Township	2021-5 Rdwy Imp Pjct	07/19/21	10/22/21	$	573,703.59
Mountainside Borough	Resurfacing of Long Meadow & Beechwood Ct	03/16/21	10/27/21	$	304,662.01
Bridgewater Township	2021-7 Rdwy Imp Pjt.	08/23/21	11/01/21	$	868,600.94
Morris County	Milling & Resurfacing, Mt Hope Avenue (C.R. 661)	09/09/20	11/10/21	$	1,619,680.30
Montgomery Township	2021 Bridgepoint Area Imp	08/05/21	12/01/21	$	392,100.04
Roselle Park Borough	2021 Capital Rdwy Pjt.	09/05/21	12/03/21	$	375,028.75
Pennington Borough	Burd Street Road Rehabilitation Project	01/04/21	12/07/21	$	582,702.59
South Plainfield Borough	Cady Lane Road & Parking Lot Improvements	03/15/21	12/10/21	$	387,921.82
Delaware Township	Rittenhouse Rd Imp	08/09/21	12/13/21	$	195,796.50
Bridgewater Township	2021-2 Rdwy Imp Pjt.	08/23/21	12/17/21	$	715,196.03
Edison Township	Talmadge Road Sect. 3 & Sutton Pl	06/26/19	12/20/21	$	1,207,004.02
Berkeley Heights	Improvements to Various Streets	09/22/21	12/31/21	$	299,298.36
Linden, City	South Wood Ave Resurfacing	10/20/20	01/12/22	$	1,435,307.97
Pequannock, Town of	West Parkway Reconstruction - North	09/14/21	01/20/22	$	276,860.16
Raritan Township	Roadway Improvement Pjt for Case Blvd	10/19/21	04/11/22	$	480,879.59
Somerville Borough	Curb Replacement Fairmont & Grant Avenue	01/18/22	04/13/22	$	184,391.04
Hillsborough Township BOE	Paving Reconstruction @ Hillsborough E.S.	05/24/21	04/15/22	$	806,926.16
Florham Park Borough	Ridgedale Ave & Briarwood Rd	07/23/21	04/15/22	$	889,862.05
Springfield Township	Mount View Rd Improvements	09/14/21	04/18/22	$	415,820.78
Flemington-Raritan Regional BOE	Site Imp Cooper Hill Elem School	03/29/21	05/05/22	$	1,228,880.22
Lopatcong Township	Belview Road Improvement Program	02/16/22	05/23/22	$	261,612.59

High Bridge Borough	River Road Improvement Project - Section II	03/17/22	05/27/22	$	327,155.79
Manville Borough	Brooks Blvd - Phase 1-3 Imp	06/22/21	06/01/22	$	937,712.78
Lebanon Borough	Clark Road Improvement Project	09/15/21	06/21/22	$	149,711.14
Hillsborough Township	2021 Capital Rdwy Paving Pjt.	07/13/21	06/28/22	$	1,335,676.62
Hillsborough Township	Amsterdam Drive Ph I Resurfacing	10/26/21	06/28/22	$	471,769.20
Frenchtown Borough	Downtown Streets Improvement Project	03/29/22	07/22/22	$	282,027.78
Raritan Township	Rdway Resurf. Pjt for Rittenhouse Circle	05/03/22	08/01/22	$	626,439.19
Cranbury Township	Cranbury Greene Local Road Improvement Project	06/13/22	08/15/22	$	744,690.99
Tewksbury Twp School District	Parking Lot Ren. at Old Turnpike & Tewksbury ES	06/23/22	08/16/22	$	410,271.00
Lambertville, City of	NJDOT FY 2020 Grant Ave & Allen Street	04/21/22	09/14/22	$	361,509.38
Bedminster Township	Black River Road Improvements - Section 1 & 2	10/18/21	09/29/22	$	702,837.83
Middlesex County Vocational BOE	Rear Parking Lot Recon At MCVTS East Brunswick	06/22/22	10/06/22	$	597,234.50
Bridgewater Township	2022-5 Roadway Improvement Project	08/01/22	10/18/22	$	1,002,377.32
Woodbridge Township BOE	District Wide Parking Lot Upgrades	06/16/22	10/19/22	$	1,635,677.31
Bridgewater Township	2022-3 Roadway Improvement Project	07/18/22	10/28/22	$	986,142.93
Plainsboro Township	College Road East Improvements	06/09/22	11/01/22	$	311,141.27
Morris County	Academy Street/Mt Hope	08/25/21	11/21/22	$	829,941.24
Bethlehem Township	Iron Bridge Road Section 2 Road Imp. Pjt	10/21/21	11/21/22	$	137,889.02
Hillsborough Township	2022 Capital Roadway Paving Project	06/14/22	11/22/22	$	937,524.03
Pennington Borough	East Welling Avenue Road Rehabilitation	11/15/21	12/06/22	$	411,760.93
Montgomery Township	Cherry Brook Drive Improvement Project	09/01/22	12/12/22	$	581,245.60
North Plainfield	2022 Capital Rd Improvements - Various Roads	08/15/22	12/14/22	$	822,599.30
Tewksbury Township of	Improvements to Keats Rd & Dryden Rd	10/11/22	12/15/22	$	149,633.81
Highland Park	Improvements to South 4th Avenue	08/02/22	01/01/23	$	434,183.21
Plainsboro Township	Road Maintenance Program XV	05/25/22	02/01/23	$	1,227,031.90
Plainfield, City of	East Third Street Imp	08/16/21	02/15/23	$	1,137,731.30
Bedminster Township	Clucas Brook Road Neighborhood Improvement Project	10/03/22	02/23/23	$	325,772.20
Long Hill Township	Main Ave Streetscape/Central Ave Resurf. Pjt	06/08/22	04/01/23	$	1,125,154.47
Lopatcong Township	2022 Rd Resurf. Pjt Drainage Structure & Sidewalk	04/05/23	04/18/23	$	99,293.36
Bayonne City	Improvements to E. 22nd Street & Avenue J	02/16/22	04/21/23	$	966,256.10
Raritan Borough	Imp to Meehan Ave, Helene Pl & Centre St	10/04/22	04/23/23	$	459,678.07
Warren Township	King George Road Improvement Project, Phase 1	09/15/22	04/28/23	$	234,845.44
Lebanon Borough	Main Street Section 1 & 2 Phase 1 Imp.	11/21/22	05/01/23	$	167,505.99
Chester Borough	Main Street, Grove Street & Budd Ave Realignment	01/04/23	05/23/23	$	352,010.94

Cranbury Township	Plainsboro Road Improvement Project	04/24/23	05/23/23	$	289,408.17
Dunellen Borough	Lincoln Avenue Improvements	04/18/22	06/01/23	$	1,119,250.05
Pennington Borough	West Franklin Avenue Reconstruction	12/05/22	07/21/23	$	516,121.89
Bridgewater Township	2023-2 Road Improvement Project	05/18/23	07/21/23	$	1,133,193.94
Bloomsbury Borough	Willow Avenue Improvement Project	04/25/23	07/25/23	$	375,889.65
Bridgewater Township	2023-1 Road Improvement Project	05/18/23	07/29/23	$	838,048.25
Bayonne City	Various Streets - 2022	05/24/22	08/02/23	$	1,282,356.47
No. Hunterdon-Voorhees HS BOE	Pkg Lot Expansion at No. Hunterdon HS	03/14/23	08/16/23	$	695,017.00
Hunterdon Central Regional BOE	IMC Parking Lot Paving and Loop Road Repair HS	03/20/23	08/18/23	$	824,331.76
Piscataway Board of Education	Paving Upgrades at Multiple Schools	07/13/23	08/29/23	$	503,050.00
Chatham Borough	Woodland Road Preservation Project	11/14/22	08/31/23	$	270,517.79
Franklin Township (Hunterdon Cty)	Oak Grove Road Imp - Ph 1 & 2	10/13/22	09/15/23	$	465,419.01
Cranbury Township	2023 Local Road Improvement Project	07/10/23	09/21/23	$	659,340.46
Bridgewater Township	BWT 2023-4 Road Improvement Project	06/08/23	09/29/23	$	940,559.37
Bridgewater Township	2023-6 Road Improvement Project	06/08/23	10/20/23	$	890,785.61
South Plainfield	Improvements to Norwood Avenue	06/05/23	10/31/23	$	991,301.03
Plainsboro Township	College Road Improvements	08/09/23	11/02/23	$	613,794.66
Kingwood Township	Roadway Resurfacing Project Federal Twist Road	09/07/23	11/06/23	$	354,742.86
Mansfield Township	Synder Road Improvements	08/23/23	11/07/23	$	174,268.18
Alpha Borough	2023 Roadway Improvements	06/13/23	11/16/23	$	275,020.65
Mendham Borough	Florie Farm Road Improvements	09/28/22	11/27/23	$	310,577.96
Bordentown Regional BOE	Repaving at MacFarland Intermediate School	06/28/23	12/04/23	$	359,550.00
Hopewell Township	2022 Road Maintenance Program	08/16/22	12/19/23	$	282,027.78
Ewing Township	Improvements to Pingree Avenue	08/09/23	12/23/23	$	822,782.28
Bernards Township	Cross Rd & South Alward Avenue	07/25/23	02/02/24	$	521,847.98
South Plainfield	2023 Road and Sewer Improvements	05/01/23	02/09/24	$	880,066.75
Delaware Township	Severns Way Roadway Improvements	09/11/23	03/25/24	$	121,020.70
Bethlehem Township	Brunswick Pike Road Improvement Project	09/21/23	03/25/24	$	189,264.06
Middlesex County	Contract 1 - Corridor Imp. Cranbury-So. River Rd.	02/16/23	04/15/24	$	2,856,368.60
Bridgewater Township	Branch Road and Edgewood Drive Rdway Imp. Pjt	07/20/23	04/19/24	$	940,494.00
Montgomery Township	2023 Road Improvements	09/07/23	05/20/24	$	1,033,825.06
Frenchtown Borough	Bridge Street Improvement Project	03/20/24	06/05/24	$	283,932.33
Delaware Township	Lambert Road Improvements - Ph I & II	09/11/23	06/06/24	$	361,646.15
Montgomery Township	Skillman Road Pathway Phase 2	03/21/24	06/07/24	$	276,295.05

Mendham Township	Woodland Road Improvements	09/11/23	06/14/24	$	1,824,043.85
Plainfield City of	West End & Grant Avenue Improvements	11/14/22	06/21/24	$	1,001,683.45
Plainboro Township	Road Maintenance Program XVI	06/28/23	06/21/24	$	1,795,325.88
Lopatcong Township	Jade Lane Improvement Project	03/06/24	06/21/24	$	87,952.74
Cranbury Township	Brickyard Road East Improvement Project	05/13/24	07/08/24	$	223,265.71
Bloomsbury Borough	Milford Road Improvements Project	03/19/24	07/11/24	$	241,780.28
Raritan Valley Community College	Resurfacing of Parking Lot #4	06/05/24	07/18/24	$	245,170.00
Central Jersey Airport Services, Inc.	Runway 7-25 Rehabilitation and Lighting	09/22/23	07/25/24	$	1,397,381.48
Hamilton Township	2023 Roadway Improvements to Samuel Street	04/02/24	08/08/24	$	212,118.59
Lopatcong Township	Belview Road Improvement Project Phase II	04/03/24	08/15/24	$	197,502.00
Summit Board of Education	Service Drive Reconstruction at Summit HS	06/13/24	08/16/24	$	579,800.00
Piscataway Board of Education	Paving Upgrades at Multiple Schools	06/13/24	08/23/24	$	1,315,243.75
White Township	Settlers Ridge Development Rdwy Imp Pjt - Ph II	05/08/24	09/04/24	$	423,400.35
Middlesex County	Intersection Imp to Cranbury Rd (CR535) & Fern Rd	09/07/23	09/04/24	$	1,959,567.12
Piscataway Township	2023 Ethel Rd West Roadway Improvement	07/18/23	09/10/24	$	1,098,148.19
Highland Park Borough	Improvements to Riverview Avenue	10/10/23	09/17/24	$	715,080.39
West Windsor Township	Bear Brook Road Roadway Reconstruction	08/28/23	09/23/24	$	693,253.42
Hunterdon County	Surface Treatment, Resurf. & Safety Imp. Of CR519	06/20/24	10/09/24	$	1,468,072.78
Bridgewater Township	2024-2 Roadway Improvement Project	06/27/24	10/18/24	$	682,759.94
Readington Twp	2024 Road Improvements	09/03/24	10/21/24	$	448,254.14
Rahway Board of Education	Rahway 7th & 8th Grade Academy Project	03/26/24	10/25/24	$	400,857.50
Franklin Township	Blackwells Mills Road Reclamation & Resurf.	07/09/24	10/29/24	$	517,880.68
Readington Township	Rdwy Imp. Plan for MA-2023 Pulaski Rd - Section 2	07/01/24	11/25/24	$	202,641.75
Lopatcong Township	Upper Belvidere Rd Transportation Alternatives Program	03/06/24	11/30/24	$	385,334.12
Morris Cty	Green Pond Road (CR513)	08/29/24	12/20/24	$	1,023,517.61
Hampton Borough	East Grand Street Improvement Project	10/16/23	12/20/24	$	265,766.78
Bridgewater Township	2024-5 Roadway Improvement Project	06/27/24	12/20/24	$	1,313,509.14
Franklin Township (Hunterdon Cty)	Future Municipal Building Site Improvements	07/13/24	02/24/25	$	270,262.82
Metuchen Borough	Metuchen 2023 Road Program	01/17/24	03/21/25	$	1,776,167.35
New Brunswick City	Van Dyke Roadway Improvements	09/06/23	04/25/25	$	480,191.24
High Bridge Borough	Center Street Improvement Project	04/24/24	04/30/25	$	269,541.85
Hillsborough Township	Auten Road Phase I Improvements	10/15/24	04/30/25	$	547,094.32
Montgomery Township	Road Resurfacing & Pedestrian Route Extension	09/05/24	05/02/25	$	842,940.11
Somerville Borough	Rehill Avenue Improvements Project	10/07/24	05/07/25	$	397,681.36

Wayne Township	Willowbrook Boulevard Resurfacing	08/21/24	05/16/25	$	770,572.71
Roselle Borough	NJDOT FY2023 2nd Avenue & Spruce Street Project	09/25/24	05/20/25	$	616,814.64
Bridgewater Township	2024-6 Roadway Improvement Project	04/03/25	05/30/25	$	393,405.08
Hopewell Township	2024 Road Maintenance Program	07/15/24	06/02/25	$	1,376,797.63
Cranbury Township	2024 Local Road Improvement Project	09/09/24	06/03/25	$	464,030.62
Pennington Borough	Road Rehab. Pjts Baldwin Street & Baldwin Court	12/30/24	06/05/25	$	476,421.01
Bridgewater Township	Foxcroft Road & Spring Valley Rdway Imp. Pjt	09/07/23	06/15/25	$	651,052.35
Montgomery Township	Township Line Road Improvements - Phases 1 & 2	03/21/25	07/10/25	$	1,174,874.89
Manville Borough	Improvements to Knopf Street - Ph 3	11/12/24	07/14/25	$	329,495.02
Middlesex County	Imp. To Intersection of Finnegans Lane	04/18/24	07/15/25	$	991,033.24
Hopewell Borough	Mercer St., Newell Place & Walnut St. Road Imp.	11/17/23	08/01/25	$	342,729.22
Frenchtown Borough	NJDOT FY2023 - Ward Street Improvement Project	05/07/25	08/01/25	$	371,222.34
Union Township	Perryville Road - Section 4A & 4B	10/16/24	08/07/25	$	685,517.24
White Township	Settler's Ridge - Phase III	07/09/25	09/05/25	$	522,945.20
Middlesex Borough	Middlesex 2024 Road Pgm - MA - 2024	12/17/24	09/24/25	$	749,104.28
Morris County	Milling & Resurfacing Tempe Wick Road	05/28/25	10/18/25	$	1,579,897.02
Plainsboro Township	Rd Maintenance Pgm XVII	06/27/24	10/31/25	$	1,261,239.13
South Plainfield Borough	South Plainfield Avenue Improvements	04/21/25	10/31/25	$	1,105,175.46
South Plainfield Borough	2024 Recreational Improvements	04/21/25	11/04/25	$	721,981.31
Mine Hill Board of Education	Pkg Lot Renovations at the Canfield Ave. School	06/23/25	11/06/25	$	479,462.30
NJ Sports & Exposition Authority	Meadowlands Sports Complex Paving Program	07/24/25	11/06/25	$	1,694,868.06
Rocky Hill Borough	Roadway Imrovement Project for Crescent Avenue	09/08/25	11/11/25	$	195,108.72
Washington Township BOE	Pkg Lot & Sidewalk Repl. Flocktown/Kossmann ES	05/29/25	11/25/25	$	1,521,966.45
Franklin Township (Hunterdon Cty)	NJDOT FY2023-Oak Grove Rd Improvement Project	11/14/24	12/11/25	$	137,932.75
Morris County	Int. Imp. Mendham Rd (CR510) & Roxiticus	07/23/25	12/11/25	$	317,570.71
Lebanon Borough	Myrtle Avenue Extension/Youngs Rd Resurfacing	07/25/24	01/07/26	$	131,256.93
Plainsboro Township	Plainsboro Road Improvements	07/23/25	03/20/26	$	921,637.98
Lopatcong Township	Stonehenge Drive Improvement Project	09/03/25	04/07/26	$	282,880.70
Union Township	Baptist Church Road - Section 4 & 5	08/20/25	04/14/26	$	439,560.39
Somerville Borough	Altamont Place Roadway Improvements	08/18/25	04/15/26	$	224,544.26
High Bridge Borough	NJDOT FY2023 - Central Avenue, Union Ave Imp Pjt	05/22/25	04/30/26	$	317,829.96
Morris County	Milling & Resurfacing Susex Tpke/Sussex Avenue	07/23/25	06/04/26	$	2,939,209.97
Bedminster Township	Riverwood Avenue and Tuttle Avenue Imp.	08/18/25	06/30/26	$	181,624.35
West Windsor Township	Alexander Road Pedestrian Safety Improvements	12/22/25	07/10/26	$	227,098.81

IN PROGRESS

New Providence Borough	NJDOT FY2021 Various Streets (Woodbine Circle)	10/26/21	in progess	$	347,465.59
Bridgewater Township	2024-3 Roadway Improvement Project	07/18/24	in progess	$	724,616.60
Plainsboro Township	College Road East Improvements Phases II & III	08/15/24	in progess	$	704,567.80
South Brunswick Township	Fresh Impressions Rd Imp - Phase III	07/16/25	in progess	$	1,613,448.24
Bridgewater Township	2025-1 Roadway Improvement Project	08/07/25	in progess	$	322,382.93
Bridgewater Township	2025-2 Roadway Improvement Project	08/07/25	in progess	$	573,378.16
Bridgewater Township	2025-3 Roadway Improvement Project	08/07/25	in progess	$	789,554.22
Bridgewater Township	2025-4 Roadway Improvement Project	08/07/25	in progess	$	82,747.49
Bridgewater Township	2025-5 Roadway Improvement Project	08/07/25	in progess	$	557,981.03
South Plainfield Borough	Senior Center Improvements	08/11/25	in progess	$	256,502.48
Phillipsburg Town of	Hudson Street Improvements - Phase 4	08/27/25	in progess	$	230,846.89
Hillsborough Township	NJDOT MA 2025 Dukes Parkway West Improvements	09/09/25	in progess	$	765,963.76
Bridgewater Township	Plymouth Rd, Ryan Way & Jeffrey Lane Imp. Project	11/06/25	in progess	$	642,997.23
Bernardsville Borough	Dayton-Crescent Road Improvements	11/24/25	in progess	$	269,697.24
West Amwell Township	Rocktown-Lambertville Rd. Imp. Pjt-Sec. VII	12/30/25	in progess	$	349,466.31
Dunellen Borough	Second Street Improvements - Phase II	12/01/25	in progess	$	66,789.85
Dunellen Borough	So. Washington Avenue & New Market Road Imp.	03/16/26	in progess	$	177,906.85
Franklin Township BOE	Parking Lot Improvements at Franklin Township School	04/17/26	in progess	$	1,073,750.00
Piscataway Township	2026 Old New Brunswick Rd Improvements - Ph II	04/10/26	in progess	$	1,450,057.37
Somerset County	Int. Improvements, Greenbrook Road West (CR634)	05/26/26	in progess	$	1,003,003.64
South River Board of Education	Mill and Overlay the Parking Area and Other Improvements	03/23/26	in progess	$	535,643.75
Bound Brook Borough	2025 Road Improvement Program	05/26/26	in progess	$	835,272.99
Bloomsbury Borough	NJDOT FY2024-North Street Improvement Pjt - Ph I	04/28/26	in progess	$	300,052.98
Westfield Board of Education	Franklin Elementary School Drive Loop Expansion	05/12/26	in progess	$	409,750.00
Morris County	Milling & Resurfacing North Road (CR 513)	05/27/26	in progess	$	676,069.63
Morris County	Milling & Resurfacing Main Road (US 202)	05/27/26	in progess	$	1,111,434.37
Hunterdon Central Regional High School	Various Site Improvements at Hunterdon Central Regional High School	06/08/26	in progess	$	795,300.00
Bedminster Township	Autumn Ridge Road, Drummers Log Lane, Kestrel Lane & Gatehouse Ro	06/15/26	in progess	$	444,449.67
Hackettstown Town of	Madison Street Improvements Project Phases I and II	06/11/26	in progess	$	451,310.90
Delaware Township School District	Parking Lot Renovations at Delaware Township School	07/09/26	in progess	$	295,400.00
Hunterdon County Vo-Tech School	New Sidewalk & Retaining Wall @ North Campus	06/30/26	in progess	$	105,500.00
Raritan Valley Community College	Paving of the RVCC Visitors' Parking Lot	07/27/26	in progess	$	154,000.00
Plainsboro Township	Plainsboro and Campus Road Improvements	07/08/26	in progess	$	822,055.70

Clinton Township	Improvements to Bennington Road Neighborhood	08/03/26	in progess	$	761,681.47
Hillsborough Township	2026 Capital Roadway Paving Project	08/07/26	in progess	$	695,616.23

AWARDED

Branchburg Twp	Rd Imp. At Lehigh Rd Railroad Crossing	09/09/24	awarded	$	265,262.25
Raritan Township	Reaville Avenue Roadway Resurfacing	08/11/26	awarded	$	539,291.09
Raritan Township	Road Resurfacing Project for Lifestyle 80's	08/11/26	awarded	$	846,857.93
Morris County	Milling & Resurfacing, Ridgedale Avenue (CR 632)	08/12/26	awarded	$	2,616,330.01

PENDING

Plainsboro Township	Plainsboro Road Maintenance Program XIX			$	1,562,486.31
Morris County	Milling & Resurfacing, Park Avenue (CR 623)			$	966,887.90
Somerville Borough	Safe Routes to School Along Veterans Memorial Drive East			$	935,785.27
Holland Township	Old River Road Improvements - Phase III			$	326,459.29
Montgomery Township	2026 Road Improvements Project			$	2,198,270.67

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Top Line Construction Corp.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

22 Fifth Street

Requester's name and address (optional)

6 City, state, and ZIP code

Somerville, NJ 08876

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	2	–	3	0	8	9	3	4	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 01//01/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

[BOROUGH/TOWNSHIP/TOWN/CITY] OF […..]

ORDINANCE #

AN ORDINANCE OF THE MAYOR AND [BOROUGH/TOWNSHIP/TOWN/CITY] COUNCIL OF THE BOROUGH/TOWNSHIP/TOWN/CITY OF …. IN THE COUNTY OF ……, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING THE CODE OF THE BOROUGH/TOWNSHIP/TOWN/CITY OF ….. TO INCLUDE AND DESIGINATE DATA CENTERS AS A NON-PERMITTED USE IN ALL ZONES WITHIN THE BOROUGH/TOWNSHIP/TOWN/CITY OF ……

WHEREAS, the Borough/Township/Town/CITY of … Master Plan emphasizes protection of the Borough/Township/Town/City's character, agricultural lands, scenic landscapes, environmental resources, wildlife habitat, and historic and cultural heritage; and

WHEREAS, data centers, by nature, present an intense and unique form of land use and development, posing significant challenges related to electricity consumption, noise, air quality, water use, community character and long-term planning objectives; and

WHEREAS, preliminary data cited by Members of the New Jersey State Legislature has cautioned that large-scale data centers can use as much as 3 to 5 million gallons of water in a single day between liquid cooling and water consumed to generate the energy that powers them; and

WHEREAS, this extreme volume of water usage impacts homes and businesses both within the host municipality and the surrounding communities; and

WHEREAS, preliminary studies noted by the State Legislature also indicate that some data centers require 300 MW of electricity, which is roughly equivalent to the output of a small modular nuclear reactor; and

WHEREAS, in only the last year the majority of the State has already seen consumer energy costs increase more than twenty percent (20%), with additional increases expected within the next few months; and

WHEREAS, the high-tech data centers that are proliferating throughout the state consume a large amount of electrical power at a time when energy costs are increasing for ratepayers; and

WHEREAS, it is well established that overdevelopment, urbanization and overuse of environmental resources impact~~s~~ subterranean aquifers and the quality of drinking and other water resources and poses a substantial strain on community water resources; and

WHEREAS, the Governing Body is conscious of the hazards, such as depletion of critical groundwater resources, and the impact on the environmental and natural resources posed by the scope, depth and pervasiveness of large-scale commercial data center operations; and

WHEREAS, municipal regulations designed for the preservation of the environment and the protection of ecological values are a well-recognized, legitimate and proper exercise of municipality authority; and

WHEREAS, cutting and removal of trees has been found to cause and create increased soil erosion and dust, instability and deterioration in the value of surrounding property and other adverse environmental and geographical conditions; and

WHEREAS, dramatic increases and changes in population, development and the impact of certain data center operations on residents, businesses, the environment, and private and public property have imposed significant burdens on municipal resources and have created increased need to balance the rights and interests of the residents and general public with that of the legitimate rights of property owners to conduct business without unreasonable regulation; and

WHEREAS, in light of these significant changes in confluence with modern advancement in technology, scientific and environmental research that have allowed for a more accurate and comprehensive understanding of the hazards and dangers posed to surrounding property, environmental and natural resources, the general public, and the proliferation and expansion of governmental regulation of the environment, safety and business in general, that have occurred since the enactment of the municipalities zoning and development regulations, the Mayor and Council have determined it necessary and appropriate to amend and update its ordinances to adequately address data center uses in a manner that best reflects present needs and realities; and

WHEREAS, the Mayor and Council of the Borough/Township/Town of …. have determined that it is at this time necessary and appropriate, and in the best interest of the health, safety and welfare of its residents and members of the public who visit, travel or conduct business in the Borough/Township/Town, to amend the Borough/Township/Town [zoning regulations/Code/Revised General Ordinances] to include all manner of data centers land use and development as a non-permitted use within the geographic boundaries of the Borough/Township/Town and to otherwise improve and strengthen the nature, scope, manner and effectiveness of such regulations;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Borough/Township/town Council of the Borough/Township/Town of …., in the County of ……, State of New Jersey as follows:

Section 1. Chapter …., "….", Article …, "….", § 000-0, "Definitions" of the [Code/Revised General Ordinances] of the Borough/Township/Town of … is hereby amended and supplemented to add a new section/subsection as follows:

> **DATA CENTER** shall mean and include any facility used primarily for the storage, management, and processing of digital or electronic data, which houses computer and network systems, including associated components such as servers, network equipment and appliances, telecommunications, and data storage systems, systems for monitoring and managing infrastructure performance, Internet-related equipment and services, data communications connections, environmental controls, fire protection systems, and security

systems and services**.** Typical accessory components of a data center may include transformers, electrical substations, environmental controls, fire suppression, generators, redundant power supplies and security facilities.

Section 2. Chapter …, "[Zoning]", Article …, "….", § 0-0, "[Non-permitted uses/Prohibited uses generally]" of the [Code/Revised General Ordinances] of the Borough/Township/Town of …. is hereby amended and supplemented to add [a new section/subsection …, "Data Center" as follows/ the following as a non-permitted use]:

> [X] All Data Centers as defined in Chapter 000, § 0-1, of the [Code /Revised General Ordinances of the Borough/Township/Town of …] and any and all uses related to the same.

Section 3. The Borough/Township/Town Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this Ordinance to the …… County Planning Board and to all other persons or entities entitled thereto pursuant to N.J.S.A. 40:55D-15, including to the Clerk of adjoining municipalities.

Section 4. After introduction, the Borough/Township/Town Clerk is hereby directed to submit a copy of the within Ordinance to the [Planning Board/Land Use Board] of the Borough/Township/Town of …. for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Planning Board/Land Use Board is directed to make and transmit to the Borough/Township/Town Council, within thirty-five (35) days after referral, a report including identification of any provisions in the proposed Ordinance which are inconsistent with the Master Plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate. Upon the adoption of this Ordinance, after public hearing, the Borough/Township/Town Clerk is further directed to publish notice of the passage and to file a copy of this Ordinance, as finally adopted, with the ……. County Planning Board, as required by N.J.S.A. 40:55D-16.

Section 5. Repealer. All ordinances or parts of ordinances contrary to or inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

Section 6. Severability**.** Each section, subsection, paragraph, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase. If any portion of this Ordinance, or its application to any person or circumstances, shall be adjudged or otherwise determined to be invalid, unconstitutional, preempted, void, or ineffective for any clause or reason, such determination shall not affect the remaining provisions of this Ordinance, and the application of such remaining provisions shall not be affected thereby and shall remain in full force and effect, and to this end, the provisions of this Ordinance are severable.

Section 7. Effective Date. This Ordinance shall take effect immediately upon final passage and publication according to law.

Section 8. Prior actions. All actions of the Borough/Township/Town of …. taken prior to the date of adoption hereof contemplated by this Ordinance are hereby ratified and approved.

Section 9. Codification. This Ordinance may be renumbered for codification purposes.

I HEREBY CERTIFY this to be a true and correct Ordinance of the Mayor and Borough/Township/Town Council of the Borough/Township/Town of … introduced on _____, 20___ and will be further considered for adoption after Public Hearing held on _____ ____, 20___ at _____ in the …. Municipal Building, 1234 Anystreet Way, Anywhere, New Jersey.

INTRODUCED: _____

ADOPTED: _____

_____
, Mayor

ATTEST:

_____
, Borough/Township/Town Clerk

BOROUGH OF PENNINGTON
ORDINANCE NO. 2026-28

AN ORDINANCE UPDATING CHAPTER 172 OF THE BOROUGH CODE CONCERNING LEAF, BRUSH, AND YARD-WASTE COLLECTION AND PROVIDING FOR REGISTRATION OF COMMERCIAL LANDSCAPING AND SNOW-REMOVAL CONTRACTORS

WHEREAS, the Borough provides leaf, brush, and yard-waste collection for Borough properties; and

WHEREAS, clear collection schedules and contractor responsibilities are necessary to protect Borough services, infrastructure, and taxpayers; and

WHEREAS, registration of commercial landscaping and snow-removal contractors will ensure notice of applicable Borough requirements and facilitate enforcement;

WHEREAS, Borough Council now seeks to effectuate these purposes by amending Chapter 172 of the Borough Code, including repeal and replacement of existing sections where indicated in Article III and the addition of a new Article IV;

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Pennington, County of Mercer and State of New Jersey, that Chapter 172 of the Borough Code is hereby amended by changes to Article III (with new language underlined; deleted language, to the extent shown, deleted) and the insertion of new Article IV: :

1. Article III, Section 172-18 of the Borough Code, is amended as follows:

DEFINITIONS.

BIODEGRADABLE LAWN BAG [New]
A commercially manufactured biodegradable paper bag intended for yard waste.

BRUSH [Delete Existing Definition, Replace with the following]
Branches, limbs, sticks, or shrubs greater than 36 inches in length or greater than four inches in diameter, but not exceeding 10 inches in diameter or 15 feet in length, and otherwise suitable for the Borough's chipper. The term excludes leaves, grass clippings, cuttings and twigs, logs, stumps, root balls, vines, soil, rocks, wire, metal, and other debris.

~~**CONTAINERIZED**~~ [Delete this Defined Term in its Entirety]

CONTRACTOR [Delete Existing Definition, Replace with the following]

A person or business compensated to maintain, alter, clear, prune, or remove lawns, trees, shrubs, plantings, snow, ice, or other outdoor material.

CUTTINGS AND TWIGS [Delete Existing Definition, Replace with the following]

Small branches, sticks, hedge clippings, and similar woody material not exceeding 36 inches in length and four inches in diameter.

LEAVES [Delete Existing Definition, Replace with the following]

Fallen tree and shrub leaves free of grass clippings, brush, cuttings and twigs, soil, rocks, trash, and other material.

PERSON [Retain Existing Definition]

REUSABLE BIN [New]

A rigid reusable receptacle not exceeding 32 gallons or 40 pounds when filled, without a lid or caster wheels and having drainage holes or otherwise fully drained at the time of collection.

STREET [Retain Existing Definition]

YARD WASTE [Delete Existing Definition, Replace with the following]

Cuttings and twigs, garden debris, weeds, nonwoody plant material, and similar organic material from ordinary yard maintenance. Yard waste excludes loose leaves, brush, grass clippings, logs, stumps, root balls, soil, sod, rocks, trash, food waste, and construction or land-clearing material.

2. Article III, Section 172-19 of the Borough Code, concerning prohibited conduct under the current Code, is hereby deleted in favor of related sections of this Ordinance, the section number to be reserved..

3. Article III, Section 172-20 of the Borough Code, concerning persons responsible for compliance with yard waste requirements, is repealed in its present form and replaced and re-titled, as follows:

GENERAL REQUIREMENTS AND PROHIBITIONS

A. Except as permitted by this article, no person shall sweep, rake, blow, dump, deposit, or otherwise place yard waste in a street or on other public property.

B. Material presented for Borough collection must comply with the applicable definitions in § 172-18 and the collection requirements in § 172-21. The Borough may reject material that is contaminated, improperly prepared, unsafe, excessive, outside the collection season, or otherwise ineligible.

C. The owner of the property from which rejected or unlawfully placed material originated, and any responsible contractor, shall remove the material when directed by the Borough. In the owner's absence, the tenant or other occupant of the property shall be responsible for its removal.

D. Failure to remove the material after notice from the Borough constitutes a violation of this article and is subject to the provisions of Section 172-22.

4. Article III, Section 172-21 of the Borough Code, governing requirements for collection of leaves, brush and yard waste, is repealed in its present form and replaced in its entirety as follows:

COLLECTIONS

A. Leaves.

(1) The Borough shall provide vacuum leaf collection from October 1 through December 31 for leaves as defined in § 172-18 and shall endeavor to collect approximately once per week when operationally practicable.

(2) Leaves for vacuum leaf collection may be placed loose at the curb before an anticipated collection. Piles must be neat, free of other material, and must not obstruct traffic, sidewalks, fire hydrants, storm drains, driveways, or sight distance for safely navigating roadways.

(3) A contractor may place leaves for collection only at the Borough property where they originated. Leaves may not be imported into the Borough or moved to another property for collection.

(4) Bagged leaves will not be accepted for collection at any time.

B. Brush

(1) The Borough shall provide chipper collection for brush as defined in § 172-18 from March 1 through September 30 and shall endeavor to collect approximately once per week when operationally practicable. Collection outside this period (October 1 through February 28) shall occur only following an officially declared weather event or when the Borough Administrator, Superintendent of Public Works, or designee determines collection is necessary.

(2) Brush, as defined in § 172-18, shall be neatly stacked with cut ends facing the street. Each property is limited to one pile not exceeding four feet high, four feet wide, and 15 feet long.

(3) Contractor-generated brush shall be removed by the contractor and is not eligible for Borough collection.

C. Yard waste.

(1) Yard waste, as defined in § 172-18, shall be collected throughout the year, and the Borough shall endeavor to collect approximately once per week when operationally practicable. Loose or mixed materials that do not meet the definition of yard waste will be rejected.

(2) Yard waste must be placed in a biodegradable lawn bag intended for yard waste or ~~in~~ a reusable bin as defined in Section 172-18. Yard waste in plastic bags or bags containing plastic liners, wire, or other nonbiodegradable material is prohibited and will be rejected.

(3) No more than 10 bags or bins of yard waste may be placed by a property for any one collection.

(4) Yard waste may be placed at the curb when a collection is anticipated.

(5) Contractor-generated yard waste shall be removed by the contractor and is not eligible for Borough collection.

D. Service goals. The Borough will endeavor to meet the service goals and schedules set forth above. However, collection may be delayed, changed, or suspended because of weather, emergencies, staffing, equipment, volume, holidays, or other municipal priorities. Delay does not authorize improper or out-of-season placement.

5. Article III, Section 172-22, concerning Violations and Penalties, is retained without change.

6. There is hereby created a new Article IV of Chapter 172 concerning commercial landscaping and snow-removal contractors defined broadly as "contractors" in Section 172-18 of the preceding article, as follows:

ARTICLE IV — COMMERCIAL LANDSCAPING AND SNOW-REMOVAL CONTRACTORS

Section 172-23. Registration Required [New]

A. All commercial landscaping, lawn-maintenance and snow-removal contractors defined broadly as "contractors" in Section 172-18 of the preceding article, as a condition precedent for performing landscaping, lawn-maintenance, or snow-removal services for compensation in the Borough, shall register annually with the Borough Clerk. The registration year begins on March 1 and any registration during the year thereafter shall expire on February 28.

B Registration shall be effected on forms provided by the Borough. Required information shall include the business and responsible person's contact information, an emergency snow-event telephone number, description of services to be performed, information on all vehicles and trailers to be used in the work, proof of New Jersey business registration, required State licenses and registrations, proof of general liability and automobile insurance, and proof of workers' compensation insurance as required by law.

C. The annual fee shall be as provided in Chapter 98 of this Code and shall include two vehicle decals reflecting current registration. Each additional decal shall pay a separate fee. No local fee shall be imposed where prohibited by State law, but registration and compliance remain required.

D. All vehicles associated with a registered person or vehicle performing business in Pennington Borough shall display a current Borough decal. Registration information shall be updated if there be a change in required information.

E. A property owner or occupant personally maintaining a property, a minor performing occasional neighborhood work without a commercial vehicle, an uncompensated neighbor, a public utility or governmental agency, or a contractor working at the Borough's direction are exempt from registration but not from substantive requirements.

Section 172-24. Operating requirements [New]

A. A contractor shall comply with Articles III and IV, applicable nuisance and stormwater ordinances, and all State and federal requirements.

B. Except for leaves placed in accordance with § 172-20~~A~~, a landscaping or lawn-maintenance contractor shall remove all material generated or handled during compensated work.

C. A snow-removal contractor shall keep snow and ice on the property where it originated unless lawfully hauled away and shall not place snow or ice in or across a public street, on a public sidewalk or crosswalk, on another property without permission, within three feet of a fire hydrant, over a storm drain, or in a fire lane, accessible route, or emergency-access area.

D. Salt, brine, sand, and other deicing material shall not be dumped or washed near or into a storm drain, waterway, or neighboring property. Storage remains subject to Chapter 155, and sidewalk snow and ice removal remains subject to Chapter 177 of this Code.

E. A contractor shall promptly report, as appropriate, and remove spilled material and correct any hazardous condition created by its work.

Section 172-25. Enforcement and penalties [New]

A. This article may be enforced by the Borough Administrator, Superintendent of Public Works, Code Enforcement Officer, Police Department, Municipal Clerk, or designee.

B. An initial ~~administrative~~ registration or decal violation may receive a warning. No warning is required for unlawful dumping or an immediate hazard.

C. A violation is punishable by a fine of $100 to $250 for a first offense, $250 to $500 for a second offense within 24 months, and $500 to $1,000 for a third or subsequent offense within the same 24 months. Each day may constitute a separate offense.

D. Registration may be suspended or revoked for false information, failure to maintain required insurance, repeated violations, unlawful dumping, improper snow placement, refusal to correct a hazard, or misuse of a decal.

7. Chapter 98, Article VI, Section 98-30, concerning Miscellaneous Non-Land Use Fees, is hereby amended by the addition of a new subsection H, providing as follows:

H. Annual registration fee for contractors, including two vehicle decals, as provided in Section 172-23 of the Code: $50. Each additional decal: $10.

8. Ordinances inconsistent with this Ordinance are repealed only to the extent of the inconsistency.

9. If any provision of this Ordinance is held invalid by a court of law, the remaining provisions shall remain in effect.

10. This ordinance shall take effect upon passage and publication as provided by law, except contractor registration shall become enforceable 60 days after the effective date.

BOROUGH OF PENNINGTON
ORDINANCE 2026-28

AN ORDINANCE UPDATING CHAPTER 172 OF THE BOROUGH CODE CONCERNING LEAF, BRUSH, AND YARD-WASTE COLLECTION AND PROVIDING FOR REGISTRATION OF COMMERCIAL LANDSCAPING AND SNOW-REMOVAL CONTRACTORS

RECORD OF COUNCIL VOTE ON INTRODUCTION

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

RECORD OF COUNCIL VOTE ON ADOPTION

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

BOROUGH OF PENNINGTON
ORDINANCE 2026-30

BOND ORDINANCE PROVIDING FOR ROAD IMPROVEMENTS TO SKED STREET, VANNOY AVENUE AND WEST WELLING AVENUE IN AND BY THE BOROUGH OF PENNINGTON, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING $800,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $760,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF.

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

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Borough of Pennington, in the County of Mercer, New Jersey (the "Borough"), as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of $800,000, including the sum of $40,000 as the down payment required by the Local Bond Law. The down payment is now available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of $760,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is road improvements to Sked Street, Vannoy Avenue and West Welling Avenue, including, but not limited to, curbing, milling, paving and sidewalks and further including all work and materials necessary therefor and incidental thereto.

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

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

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

Section 5. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough

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

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

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 10 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and bond anticipation notes provided in this bond ordinance by $760,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding $200,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section 7. The Borough hereby makes the following covenants and declarations with respect to obligations determined to be issued by the chief financial officer on a tax-exempt basis. The Borough hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the obligations, including, if necessary, the requirement to rebate all net investment earnings on the gross proceeds above the yield on the obligations. The chief financial officer is hereby authorized to act on behalf of the Borough to deem the obligations authorized herein as bank-qualified for the purposes of Section 265 of the Code, when appropriate. 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 cost of the purpose described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

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.

This ordinance shall take effect immediately upon passage and publication as prescribed by law.

Introduced: October 5, 2026

Advertised: October 6, 2026

Public Hearing: _____, 2026

Adopted: _____, 2026

Published: _____

ATTEST: APPROVED:

_____ _____

Gian-Paolo Caminiti, Borough Clerk James Davy, Mayor

BOROUGH OF PENNINGTON
ORDINANCE 2026-30

BOND ORDINANCE PROVIDING FOR ROAD IMPROVEMENTS TO SKED STREET, VANNOY AVENUE AND WEST WELLING AVENUE IN AND BY THE BOROUGH OF PENNINGTON, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING $800,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $760,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF.

RECORD OF COUNCIL VOTE ON INTRODUCTION: OCT. 5, 2026

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

RECORD OF COUNCIL VOTE ON ADOPTION

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

BOROUGH OF PENNINGTON
ORDINANCE 2026-31

BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF ONE OR MORE GARBAGE TRUCKS IN AND BY THE BOROUGH OF PENNINGTON, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING $800,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $760,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF.

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

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Borough of Pennington, in the County of Mercer, New Jersey (the "Borough"), as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of $800,000, including the sum of $40,000 as the down payment required by the Local Bond Law. The down payment is now available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of $760,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is the acquisition of one or more garbage trucks, including

electrical chargers and required electrical improvements as necessary, and all related costs and expenditures incidental to the foregoing.

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

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

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

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

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

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 10 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and bond anticipation notes provided in this bond ordinance by $760,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding $80,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section 7. The Borough hereby makes the following covenants and declarations with respect to obligations determined to be issued by the chief financial officer on a tax-exempt basis. The Borough hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the obligations, including, if necessary, the requirement to rebate all net investment earnings on the gross proceeds above the yield on the obligations. The chief financial officer is hereby authorized to act on behalf of the Borough to deem the obligations authorized herein as bank-qualified for the purposes of Section 265 of the Code, when appropriate. 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 cost of the purpose described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

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.

This ordinance shall take effect immediately upon passage and publication as prescribed by law.

Introduced: October 5, 2026

Advertised: October 6, 2026

Public Hearing: _____, 2026

Adopted: _____, 2026

Published: _____

ATTEST: APPROVED:

Gian-Paolo Caminiti, Borough Clerk James Davy, Mayor

BOROUGH OF PENNINGTON
ORDINANCE 2026-31

BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF ONE OR MORE GARBAGE TRUCKS IN AND BY THE BOROUGH OF PENNINGTON, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING $800,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $760,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF.

RECORD OF COUNCIL VOTE ON INTRODUCTION

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

RECORD OF COUNCIL VOTE ON ADOPTION

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

BOROUGH OF PENNINGTON
ORDINANCE 2026-32

BOND ORDINANCE PROVIDING FOR ROAD IMPROVEMENTS TO SKED STREET, VANNOY AVENUE AND WEST WELLING AVENUE IN AND BY THE BOROUGH OF PENNINGTON, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING $800,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $800,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE THE COST THEREOF.

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

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Borough of Pennington, in the County of Mercer, New Jersey (the "Borough"), as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of $800,000. No down payment is required pursuant to N.J.S.A. 40A:2-11(c) since the improvement or purpose described in Section 3(a) hereof is being partially funded by the $545,480 State of New Jersey Department of Transportation Grant (the "State Grant").

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment and the State Grant, negotiable bonds are hereby authorized to be issued in the principal amount of $800,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is road improvements to Sked Street, Vannoy Avenue and

West Welling Avenue, including, but not limited to, curbing, milling, paving and sidewalks and further including all work and materials necessary therefor and incidental thereto.

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

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

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

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

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

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 10 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and bond anticipation notes provided in this bond ordinance by $800,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding $200,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section 7. The Borough hereby makes the following covenants and declarations with respect to obligations determined to be issued by the chief financial officer on a tax-exempt basis. The Borough hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the obligations, including, if necessary, the requirement to rebate all net investment earnings on the gross proceeds above the yield on the obligations. The chief financial officer is hereby authorized to act on behalf of the Borough to deem the obligations authorized herein as bank-qualified for the purposes of Section 265 of the Code, when appropriate. 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 cost of the purpose described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

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.

BOROUGH OF PENNINGTON
ORDINANCE NO. 2026 - 33

BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF AN ELECTRIC GARBAGE TRUCK IN AND BY THE BOROUGH OF PENNINGTON, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING $500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $500,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE THE COST THEREOF.

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

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Borough of Pennington, in the County of Mercer, New Jersey (the "Borough"), as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of $500,000. No down payment is required pursuant to N.J.S.A. 40A:2-11(c) since the improvement or purpose described in Section 3(a) hereof is being partially funded by the $381,000 State of New Jersey Department of Environmental Protection Grant (the “State Grant”).

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment and the State Grant, negotiable bonds are hereby authorized to be issued in the principal amount of $500,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is the acquisition of an electric garbage truck, including electrical chargers and required electrical improvements as necessary, and all related costs and expenditures incidental to the foregoing.

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

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

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

Section 5. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough

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

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

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 10 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and bond anticipation notes provided in this bond ordinance by $500,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding $50,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section 7. The Borough hereby makes the following covenants and declarations with respect to obligations determined to be issued by the chief financial officer on a tax-exempt basis. The Borough hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the obligations, including, if necessary, the requirement to rebate all net investment earnings on the gross proceeds above the yield on the obligations. The chief financial officer is hereby authorized to act on behalf of the Borough to deem the obligations authorized herein as bank-qualified for the purposes of Section 265 of the Code, when appropriate. 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 cost of the purpose described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

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.

BOROUGH OF PENNINGTON
ORDINANCE NO. 2026 - 34

BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF A DIESEL GARBAGE TRUCK IN AND BY THE BOROUGH OF PENNINGTON, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING $300,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $285,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF.

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

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Borough of Pennington, in the County of Mercer, New Jersey (the "Borough"), as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of $300,000, including the sum of $15,000 as the down payment required by the Local Bond Law. The down payment is now available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of $285,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is the acquisition of a diesel garbage truck, including all related costs and expenditures incidental thereto.

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

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

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

Section 5. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough

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

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

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 10 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and bond anticipation notes provided in this bond ordinance by $285,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding $30,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section 7. The Borough hereby makes the following covenants and declarations with respect to obligations determined to be issued by the chief financial officer on a tax-exempt basis. The Borough hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the obligations, including, if necessary, the requirement to rebate all net investment earnings on the gross proceeds above the yield on the obligations. The chief financial officer is hereby authorized to act on behalf of the Borough to deem the obligations authorized herein as bank-qualified for the purposes of Section 265 of the Code, when appropriate. 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 cost of the purpose described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

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.