



BOROUGH COUNCIL WORK SESSION - JUNE 29, 2026

AGENDA

Monday, June 29, 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 official website of Pennington Borough and was posted on the bulletin board at Borough Hall at 30 North Main Street 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. Closed Session

-Police Personnel

VI. Resolution

1. Resolution (For Memorialization at This Meeting) 2026-6.11 - Resolution Approving Without Conditions Renewal of Plenary Retail Consumption License #1108-33-001-001 for 2026-2027
2. Resolution (For Memorialization at This Meeting) 2026-6.12 - Resolution Authorizing Execution of Settlement Agreement and Release

VII. Work Session Discussion Items:

1. Yard Waste and Bulk Waste Program Changes - GP Caminiti
2. New Ordinance - I-Bank
3. RFP - Police Department / Borough Facilities

- [4.](#) Deer Management Agreement - Kit Chandler
- [5.](#) Establishing an Official Flag for the Borough of Pennington - E. Krupa
6. Blood Drive Use for First Aid Squad Building
7. Scheduling Meetings - N. Stern

VIII. Review of Tentative Council Regular Agenda

1. Historic Preservation Commission Annual Report - E. Holtermann
2. Wells Fargo Bank Property Concept Plan Presentation
3. Appointment to Parks and Recreation Committee - Benjamin Tew
4. Approval of Minutes
5. Ordinance #2026-23 - Amending Ordinance 2026-17 To Provide for and Determine the Rate of Compensation of Officers and Employees for the Year 2026
6. Ordinance #2026-24 - Bond Ordinance Providing for Various PFAS Remediation and Improvements Through the Water/Sewer Utility in and by the Borough of Pennington, in the County of Mercer, New Jersey, appropriating \$8,000,000 therefore and Authorizing the Issuance of \$8,000,000 Bonds or Notes of the Borough to Finance the Cost thereof.
7. Ordinance #2026-25 - Bond Ordinance Providing for Various Improvements for the Remediation and Replacement of Lead Service Lines Through the Water/Sewer Utility in and by the Borough of Pennington, in the County of Mercer, New Jersey, Appropriating \$3,500,000 Therefor and Authorizing the Issuance Of \$3,500,000 Bonds or Notes of the Borough to Finance the Cost Thereof.
8. Resolution 2026-7.1 - Deer Management
9. Resolution 2026-7.2 - RFP for Police Department / Borough Hall
10. Resolution 2023-7.3 - PENN Medicine EAP Services Agreement
11. Resolution 2026-7.4 - Raffle License - Trenton Cyrus
12. Resolution 2026-7.5 - Resolution of the Borough of Pennington Authorizing Applications for Loans from the New Jersey Infrastructure Bank Financing Program for the Lead Service Line Replacement Project and the PFAS Remediation Project

IX. 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.

X. 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:

-Police Personnel

-Liquor License

-Mid-Point Review

-Affordable Housing

XI. Return to Open Session

XII. Adjournment

**BOROUGH OF PENNINGTON
RESOLUTION 2026 – 6.11**

**RESOLUTION APPROVING WITHOUT CONDITIONS RENEWAL OF PLENARY
RETAIL CONSUMPTION LICENSE #1108-33-001-001 FOR 2026-2027**

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

WHEREAS, by Resolution 2026-6.4 adopted by Borough Council on June 1, 2026, Council approved renewal of License #1108-33-001-001 for the year 2026-2027 subject to the following conditions;

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

WHEREAS, as confirmed by the Borough Clerk, these conditions have now been satisfied by the applicant;

NOW, THEREFORE, BE IT RESOLVED, by Borough Council of the Borough of Pennington, that the Borough Clerk of the Borough of Pennington is hereby authorized and instructed to issue and deliver said license to the applicant and then notify the Division of Alcoholic Beverage Control accordingly, on or before June 30, 2026.

Record of Council Vote on Passage

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on June 29, 2026.

Gian-Paolo Caminiti, Borough Clerk

BOROUGH OF PENNINGTON
RESOLUTION 2026-6.12

RESOLUTION AUTHORIZING EXECUTION OF SETTLEMENT
AGREEMENT AND RELEASE

WHEREAS, Sergeant Novin Thomas of the Pennington Police Department has performed loyal service to the Borough of Pennington for more than 28 years;

WHEREAS, the Borough and Sgt. Thomas now seek to resolve and reach full and final settlement of all matters relating to their employment relationship in advance of his retirement;

WHEREAS, for this purpose, the Borough and Sergeant Thomas have agreed upon a Settlement Agreement and Release;

WHEREAS, as part of the Settlement Agreement and Release, in accordance with Borough policy and legal requirements, Sgt. Thomas will retire effective July 1, 2026 and receive \$13,656.00 for the part of his unused sick time that is compensable upon retirement, subject to such deductions as further provided in the Agreement;

WHEREAS, the Chief Financial Officer of the Borough has certified that funds are available for this purpose in account T-03-00850-858-24 (\$4,952.37) and 6-01-25-240-000-101 (\$8,703.63);

NOW, THEREFORE, BE IT RESOLVED, by Borough Council of the Borough of Pennington, that the Mayor is hereby authorized to execute and enter into on behalf of the Borough the aforesaid Settlement Agreement and Release, to be effective on this date.

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on June 29, 2026.

Gian-Paolo Caminiti, Borough Clerk

AGREEMENT

This Agreement is between Brian Kubin d/b/a Scorpion Outdoors Deer Management, whose business address is 14 Stratford Avenue, Ewing, New Jersey 08618, and the Borough of Pennington, having its principal office at 30 N. Main Street, Pennington, New Jersey 08534.

Representations

The Borough of Pennington (“Borough” or “the Borough”) enters into this Agreement in reliance on the following representations by Mr. Kubin, as sole proprietor of Scorpion Outdoors:

- Scorpion Outdoors is an unincorporated sole proprietorship owned by Mr. Kubin having its principal office at 14 Stratford Avenue, Ewing, New Jersey 08618.
- Mr. Kubin resides at 14 Stratford Avenue, Ewing, New Jersey 08618;
- Scorpion Outdoors is a member of the New Jersey State Federation of Sportsmen’s Clubs, Inc. headquartered in Mullica Hill, New Jersey.
- Mr. Kubin is a professional deer management hunter.
- In 2020, Scorpion Outdoors presented to the Borough a project proposal entitled “Scorpion Outdoors Deer Management, Presented to: Borough of Pennington, June 2020” (“Proposal”) which describes services

Scorpion Outdoors proposed to perform for the Borough for the purpose of reducing the population of resident antlerless deer within the Borough. The Borough then contracted with Scorpion Outdoors for performance of the proposed deer management services during the 2020-2021 hunting season.

- Scorpion Outdoors continued that program of deer management in the 2021-2022, 2022-2023, 2023-2024, 2024-2025 and 2025-2026 hunting seasons in accordance with the same Proposal subject only to such revisions necessitated by the contract.

- Scorpion Outdoors now proposes to continue that program of deer management in the 2026-2027 hunting season in accordance with the same Proposal subject only to such revisions necessitated by this Agreement. A copy of the Proposal is attached to and made a part of this Agreement.

- Scorpion Outdoors represents that the services to be provided pursuant to this Agreement shall be performed only by licensed deer management professionals employed by or under contract with it.

Terms of Engagement

The Borough hereby engages Scorpion Outdoors for the 2026-2027 hunting season in accordance with the following terms and conditions:

1. The services to be provided and the methodologies to be employed by

Scorpion Outdoors are those described in the attached Proposal. In the event of any inconsistency between the terms and conditions of the Proposal and this Agreement, this Agreement shall govern.

2. Services will include a pre-season site survey to designate hunting locations, the establishment of bait stations, camera monitoring, hunting sessions, deer harvest, deer removal and deer donation, among a range of additional activities as described in the attached Proposal.

3. Fees for services and related costs will be charged as follows:

An all-inclusive fee of \$200 each deer harvested up to 85 deer. This fee will cover all activities leading up to the deer harvest, the cost of bait, and the delivery of harvested deer to a processor. If no deer are harvested, there will be no charge for Scorpion's activities.

4. The \$200 fee per harvested deer shall be the only compensation paid to Scorpion Outdoors, meaning there shall be no reimbursement for the cost of bait, for the processing of harvested deer, or for any other cost or expense, provided the deer can be donated at no cost.

5. Scorpion Outdoors promises to exert best efforts to donate harvested deer without incurring expense, but if it does not succeed in doing so, further performance of the contract will be suspended and there shall be no further hunting until an outlet for processing the deer ("Separate Outlet") can be identified and the

Borough in fact enters into a separate contract with the Separate Outlet at the Borough's sole cost and expense.

6. If the Borough succeeds in entering into a contract with a Separate Outlet, which shall be at the sole discretion of the Borough, Scorpion Outdoors shall have no obligation in connection with the Separate Outlet except to deliver to it at no expense to the Borough all deer thereafter harvested.

7. Scorpion Outdoors will be responsible for all record keeping of harvested deer in compliance with State law. Scorpion Outdoors shall also record and report to the Borough the location, sex and age of each deer harvested. The notation for age shall be limited to "adult" or "recruit", the latter including all fawns and juveniles.

8. Scorpion Outdoors will submit monthly invoices to the Borough.

9. All deer hunters employed by or under contract with Scorpion Outdoors to perform services in connection with this Agreement shall have and maintain in effect for the duration of the Agreement a valid hunting license issued by the New Jersey Division of Fish & Wildlife. Copies of all such licenses shall be filed with the Borough Clerk before services are performed.

10. Before the commencement of services under this Agreement, Scorpion Outdoors shall also file with the Borough Clerk proof of liability insurance on an occurrence basis with coverage limits of \$1,000,000 per occurrence, \$2,000,000

aggregate, naming the Borough of Pennington as an additional insured. Scorpion Outdoors shall maintain this insurance on an occurrence basis for the duration of this Agreement.

11.Scorpion Outdoors shall indemnify and hold harmless the Borough of Pennington with respect to all injuries and other damages to person or property caused by any act or omission or other fault or neglect by Scorpion Outdoors or by any of their agents, employees, contractors, representatives or invitees in connection with performance of this Agreement.

12.Deer hunting pursuant to this Agreement shall be conducted only on properties for which permission has been granted by the owner in writing and approved in advance by Resolution of Borough Council. Hunting on Borough-owned properties shall also require approval in advance by Resolution of Borough Council. The Borough Administrator shall maintain a list of all properties for which permission has been granted together with the original of the permission document relating to each property.

13.The duration or term of this Agreement shall be one (1) year from the date of execution provided hunting activities shall be limited to the 2026-2027 archery deer hunting season, which extends from September 12, 2026 through February 20, 2027.

14. The goal of this Agreement is 85 harvested deer. The total cost of the

services to be provided pursuant to this Agreement shall not exceed \$17,000., inclusive of all expenses.

15. Activities performed in connection with this Agreement shall comply with all applicable New Jersey state statutes and regulations and other applicable laws.

By signing below effective this _____ day of _____, 2026, the parties acknowledge that they agree to the terms and conditions described above and in the attached Proposal and shall be bound by them.

Brian Kubin d/b/a Scorpion Outdoors

Witness: _____

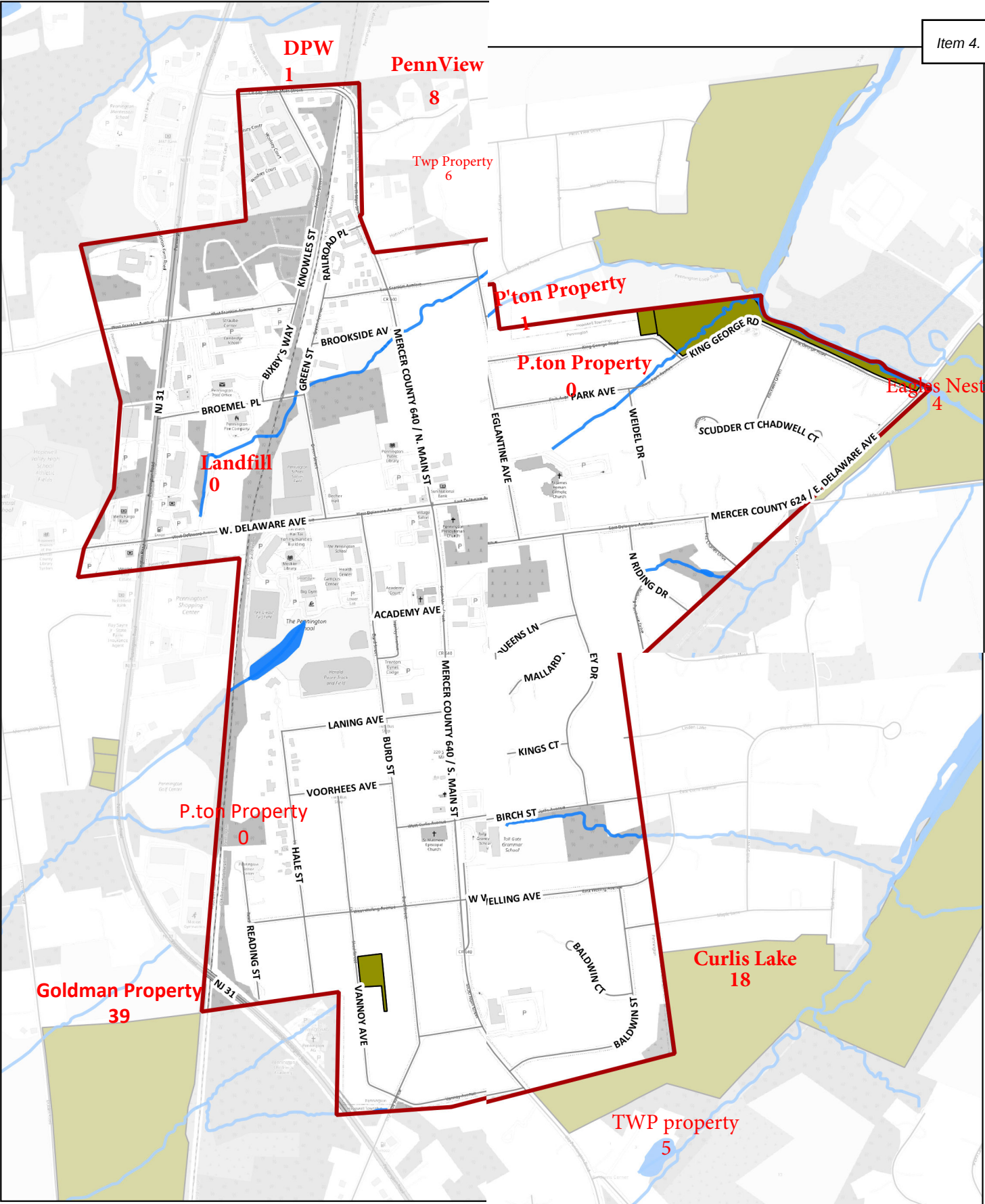
BRIAN KUBIN

BOROUGH OF PENNINGTON

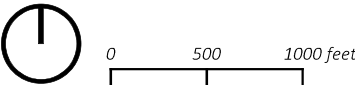
Attest:

By: _____
JAMES DAVY, Mayor

GIANPAOLO CAMINITI, Borough Clerk



STATE, LOCAL & NON-PROFIT OPEN SPACE AREAS MAP
Environmental Resource Inventory, 2020
Borough of Pennington, Mercer County, NJ



MAP LEGEND:

- LOCAL, NON-PROFIT & STATE OWNED OPEN SPACE AREAS
- STREAMS
- WATERBODIES

DATA SOURCES: Open Street Map Contributors Base Mapping; NJDEP State, Local & Non-Profit Open Space Areas; NJ Roadway Network; NJDEP Streetbodies
James T. Kyle, PP, AICP | jkyle@kylemcmamus.com | P.O. Box 236, Hopewell, NJ 08525 | T (609) 257-1

TWP Property	5 3 adult females & 2 Recruit males
Pennview	8 5 adult females, 1 adult male, 2 recruit males
P'ton Property	1 recruit female
DPW	1 adult female
Eagles Nest	4 2 adult females, 2 recruit males
Goldman	39 16 adult females, 11 adult males, 3 recruit females, 9 recruit ma

58

*Adult = 18 months or older
recruit - under 18 months

County /Twp Hunt ie NOT paid for by Pennington Boro

Twp property	6 3 adult female, 1 adult male, 2 recruit male
Curlis Woods	16 8 adult female, 4 recruit female, 2 adult male, 2 recruit male

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Proposal: Establishing an Official Flag for the Borough of Pennington

To: Mayor and Borough Council

From: Edward Krupa, Volunteer, Pennington Parks & Recreation Commission

Date: May 27, 2026

Subject: Proposal for the Creation of an Official Borough Flag

Executive Summary

The Borough of Pennington is a unique, "one-square-mile" community defined by its walkability, historic charm, and deep-rooted civic pride. While we are represented by our seal, the Borough lacks a visual symbol that residents can fly at their homes, businesses, and community events. This proposal outlines the benefits of adopting an official municipal flag and suggests a community-driven design contest to ensure the final product reflects the heart of our town.

The Importance of a Municipal Flag

A well-designed flag is more than just a piece of fabric; it is a tool for community building and branding.

- **Generates Civic Pride:** A flag provides a tangible symbol for residents to rally around. It celebrates our identity as "Penningtonians" and creates a sense of belonging.
- **Enhances "Wayfinding" and Branding:** As a walkable town, a flag can be used to mark municipal buildings, parks, and Howe Commons, reinforcing our unique borders and identity within Mercer County.
- **Commemorates History and Future:** A flag can bridge the gap between our agricultural roots, our prestigious educational institutions like The Pennington School, and our future as a sustainable, park-centric community.
- **Simplicity and Recognition:** Unlike a complex municipal seal, a flag is designed to be recognized from a distance and easily reproduced on everything from lapel pins to community banners.

Proposed Community Design Contest

To ensure the flag truly represents the people of Pennington, I propose a town-wide design contest.

1. **Phase 1: Submission:** Open to all residents and students. Designs must follow the "Five Principles of Flag Design" (Keep it simple; use meaningful symbolism; use 2–3 colors; no lettering or seals; be distinctive).
2. **Phase 2: Vetting:** The Parks & Recreation Commission (and others) will narrow submissions down to three finalists.
3. **Phase 3: Public Vote:** Residents will vote for their favorite design at Borough Hall or future events like the Summer Concert Series.
4. **Phase 4: Adoption:** The winning design is presented to the Mayor and Council for official

adoption.

Design Concepts for Consideration

To kickstart the imagination of the commission, here are three conceptual directions based on Pennington's unique characteristics:

Concept	Visual Elements	Symbolism
"The Green Square"	A central green square on a white field, bordered by two blue stripes.	The 1-sq-mile "Green" borough at the center, with blue representing our local brooks and the Delaware & Raritan Canal nearby.
"The Crossroads"	Two intersecting paths (gold) on a forest green background with a single oak leaf.	Represents our walkability and the intersection of Main and Delaware, while the leaf honors our surrounding parks and farms.
"Academic Heritage"	A tri-color of Red, Black, and White (nodding to local school colors) with a stylized gate icon.	Represents the integration of The Pennington School within the town and the "open gate" hospitality of our residents.

Flag Design Visual Examples

I have generated a few visual representations of what a Pennington flag could look like, focusing on simplicity and our "small-town" feel:

1. **The "Walkable Mile" Design:** A clean, minimalist approach featuring a single star (representing the Borough) centered within a green border that signifies the surrounding farmland and "Green Belt."
2. **The "Heritage & Nature" Design:** A horizontal bicolor of deep blue and earth green, separated by a thin gold line, symbolizing the connection between our waterways and our lush, preserved open spaces.
3. **The "Community Hearth" Design:** A vertical banner style using a "P" motif constructed

from geometric shapes that mimic the architectural rooflines of our historic Main Street.

Note: These examples are intended to serve as "conversation starters" for the Council and the public to demonstrate how a simple palette can carry a heavy emotional weight for a small town.

Next Steps:

Let me know your thoughts and next steps. I would be happy to discuss at the next Council meeting to formally present this idea and discuss the logistics of forming a small "Flag Committee" under the Parks & Recreation Commission or even Economic Development.





