

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

via Electronic Mail

To: Robin Tillou, Secretary
Pennington Borough Planning Board

From: Edwin W. Schmierer, Esq. 
Pennington Borough Planning Board Attorney

Date: January 14, 2026

Re: Pennington Borough Planning Board Staff Appointments: 2026

I have prepared and enclose herewith Resolutions and Professional Service Contracts for the following Board Staff Professionals for 2026:

1. Edwin W. Schmierer, Esq., Attorney
2. James T. Kyle, PP/AICP, Planner
3. Pennoni Engineering

I would request that the Resolutions and Contracts be included on the Pennington Borough Planning Board agenda for its reorganization meeting on January 14, 2026.

Encls.

cc: James Reilly, Chairman (via email)

PENNINGTON BOROUGH PLANNING BOARD
RESOLUTION
2026 PROFESSIONAL SERVICES CONTRACT

WHEREAS, N.J.S.A. 40:55D-24 permits a Planning Board to retain the services of an attorney to assist said Board in the discharge of its responsibilities under the New Jersey Municipal Land Use Laws; and

WHEREAS, N.J.S.A. 40:11-1 *et seq.*, the New Jersey Local Public Contracts Law, permits the award of a Contract for “Professional Services” without competitive bidding provided that said services are rendered by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law; and

WHEREAS, the Pennington Borough Planning Board wishes to appoint an attorney for the Board to provide services during the calendar year 2026.

NOW, THEREFORE, BE IT RESOLVED by the Pennington Borough Planning Board, as follows:

1. The Pennington Borough Planning Board hereby appoints Edwin W. Schmierer, Esq., Mason, Griffin & Pierson, P.C., 101 Poor Farm Road, Princeton, New Jersey 08540 as its attorney for the calendar year 2026.
2. The Professional Services Agreement authorized with the attorney is on file in the Office of the Borough Clerk and may be inspected during regular office hours.
3. This Contract is being awarded without competitive bidding as a Professional Services Contract under the provisions of the New Jersey Local Public Contracts Law because a service will be rendered or performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.

4. A notice of this action shall be published by the Borough of Pennington in the Hopewell Valley News following the adoption of this Resolution.

CERTIFICATION

I, Robin Tillou, Secretary of the Pennington Borough Planning Board, hereby certify that the above Resolution was adopted by the Pennington Borough Planning Board at its meeting held on the 14th day of January 2026.

Robin Tillou, Secretary
Land Use Administrator / HPC Secretary
Pennington Borough

PENNINGTON BOROUGH PLANNING BOARD

LEGAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT FOR 2026

THIS AGREEMENT entered into this 14th day of January 2026, by and between the **PENNINGTON BOROUGH PLANNING BOARD**, 30 North Main Street, Pennington, New Jersey 08534 (hereinafter referred to as “**PLANNING BOARD**”) and **EDWIN W. SCHMIERER, ESQ., MASON, GRIFFIN & PIERSON**, 101 Poor Farm Road, Princeton, New Jersey 08540 (hereinafter referred to as “**ATTORNEY**”) (Federal Identification No. 22-3204010).

WITNESSETH:

WHEREAS, the **PLANNING BOARD** requires professional legal services to be performed on a routine basis and in connection with litigation, if any, involving said **PLANNING BOARD** during the calendar year 2026; and

WHEREAS, said **PLANNING BOARD** has adopted a Resolution authorizing the award of a Contract for Professional Services to the **ATTORNEY** without competitive bidding pursuant to *N.J.S.A. 40A:11-1 et seq.*

NOW, THEREFORE, IT IS AGREED between the **PLANNING BOARD** and the **ATTORNEY**, as follows:

1. The **ATTORNEY** shall perform routine legal services for the **PLANNING BOARD**, including, but not limited to, attendance at all regular and special meetings of the **PLANNING BOARD**, preparation of Resolutions of Memorialization and advice and consultation to the **PLANNING BOARD** and its Secretary as requested during the calendar year 2026. The

PLANNING BOARD shall pay the attorney for performing said routine services at the rate of \$205.00 per hour for routine services, said billings to be submitted for approval to the **PLANNING BOARD** monthly and by voucher as required by the Borough of Pennington. Said billings shall not exceed the sum of \$7,500.00 for services unrelated to escrow billings. Additionally, the **ATTORNEY** shall bill the **PLANNING BOARD** for services rendered on individual development applications. Those services shall be paid by the **PLANNING BOARD** from the **PLANNING BOARD**'s land development escrow account for each individual application. If said account is insufficient at any given time to satisfy any of the billings from the **ATTORNEY**, the **PLANNING BOARD** shall remain responsible for the payment of said billings and reimburse itself from the escrow account once a sufficient deposit has been made.

2. The **ATTORNEY** shall perform legal services for the **PLANNING BOARD** in connection with any litigation involving said **PLANNING BOARD** during the calendar year 2026. In connection with said litigation, the **PLANNING BOARD** agrees to compensate the **ATTORNEY** at the rate of \$215.00 per hour. The **ATTORNEY** shall bill the **PLANNING BOARD** monthly for said litigation services, if any, on vouchers as required by the Borough of Pennington.

3. The **PLANNING BOARD** and **ATTORNEY** incorporate by reference the Affirmative Action Addendum and **ATTORNEY**'s certification of compliance attached hereto as Exhibit A.

4. The **ATTORNEY** has furnished its New Jersey Business Registration Certificate required by P.L. 2004, c. 57 of the Laws of the State of New Jersey, attached hereto as Exhibit B.

5. The Consultant agrees to comply with the provisions of P.L. 2004, c. 19, the New Jersey "Local Unit Pay-to-Play Law". In so doing, the **ATTORNEY** and the **PLANNING BOARD** hereby incorporate by reference into this Agreement the attached Exhibit C.

6. The **ATTORNEY** while servicing the **PLANNING BOARD** shall keep in effect professional liability insurance as evidenced by the Certificate of Insurance attached as Exhibit D.

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

ATTEST:

Robin Tillou, Secretary

Heidi A. Frischman



PENNINGTON BOROUGH PLANNING BOARD

By: _____
James Reilly, Chairman

MASON, GRIFFIN & PIERSON, P.C.

By: _____
Edwin W. Schmierer, Esq.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 *et seq.* (P.L.1975, c.127)

N.J.A.C. 17:27 *et seq.*

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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 and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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. Such equal employment opportunity 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.

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 *et seq.*, as amended and supplemented from time to time, and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,

EXHIBIT A (Cont.)

universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

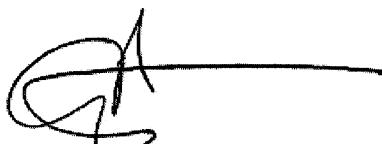
The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 *et seq.*



Signature



Date

Edwin W. Schmierer, Esq., Mason, Griffin & Pierson, PC
Print Name and Company

Certification 5400

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

THE
State Treasurer has approved said report. This approval will remain in
effect for the period of
N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report to
15-SEP-2019 to
15-SEP-2026



Elizabeth Maher Muolo
ELIZABETH MAHER MUOLO

State Treasurer

MASON, GRIFFIN & PIERSON, P.C.
101 POOR FARM ROAD
PRINCETON NJ 08540



EXHIBIT "B"

BUSINESS REGISTRATION & SALES & USE TAX ADDENDUM

P.L. 2004, c.57 (N.J.S.A. 52:32-44) imposes the following requirements on contractors and subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

A. Proof of Contractor's Business Registration

The contractor must provide a copy of its business registration certificate issued by the Department of the Treasury or such other form or verification that the contractor is registered with the Department of the Treasury. Proof of business registration must be submitted no later than at the time of execution of this contract.

B. Proof of Subcontractors' Business Registration

The contractor shall not enter into any contract with a subcontractor under this contract unless the subcontractor first provides proof of valid business registration to the contractor. Also, if the contractor subcontracts any of the work:

1. The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Subcontractors through all tiers of the project must provide written notice to their subcontractors to submit proof of business registration, and subcontractors shall collect such proofs of business registration.
2. The contractor shall forward copies of proof of the subcontractors' business registrations to the contracting agency.
3. The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance.
4. Before final payment is made by the contracting agency under this contract, the contractor shall submit to the contracting agency a complete and an accurate list of all subcontractors, along with their proof of business registration (if not previously provided), used in fulfillment of the contract. If no subcontractors were used, the contractor shall attest to same prior to final payment.

A contractor or subcontractor who fails to provide proof of business registration or provides false information of business registration shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each proof of business registration not properly provided under a contract with a contracting agency.

C. Sales and Use Tax

For the term of this contract, the contractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and

Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

In the event the contractor subcontracts any of its work, the contractor shall include within its subcontracts the requirement that, for the term of this contract, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 1552
TRENTON, NJ 08646-0552

TAXPAYER NAME:

MASON, GRIFFIN & PIERSON, A PROFESSIONAL

ADDRESS:

101 POOR FARM ROAD
PRINCETON, NJ 08540-1941

EFFECTIVE DATE:

04/09/93

TRADE NAME:

SEQUENCE NUMBER:

0081212

ISSUANCE DATE:

08/10/11

James J. G.
Director
New Jersey Division of Revenue

FORM BRC

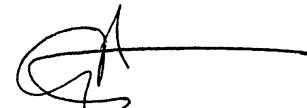
EXHIBIT C

NEW JERSEY "LOCAL UNIT PAY-TO-PLAY LAW" COMPLIANCE

POLITICAL CONTRIBUTION DISCLOSURE

This Agreement has been awarded to Mason, Griffin & Pierson, PC, based on the merits and abilities of the Consultant to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in *N.J.S.A. 19:44A-20.7*. As such, the Consultant hereby certifies that he (including persons and other business entities having an interest in CONTRACT/CONSULTANT as defined by *N.J.S.A. 19:44A-20.7*) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-1 et seq.* (*i.e.*, in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Pennington when the Agreement is awarded.

Dated: 1/14/26



Edwin W. Schmierer, Esq.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CBIZ Borden Perlman
200 Charles Ewing Boulevard
Suite 330
Ewing, NJ 08628

CONTACT NAME:	Kylie Jackson	
PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:	Kylie.jackson@cbiz.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Bridgeway Insurance Company		12489
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						COMBINED SINGLE LIMIT (Ea accident)	\$
	POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						BODILY INJURY (Per person)	\$
	OTHER:						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	AUTOMOBILE LIABILITY						EACH OCCURRENCE	\$
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						AGGREGATE	\$
	Hired AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR							
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							
	DED <input type="checkbox"/> RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTHE- R
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N						E.L. EACH ACCIDENT	\$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liab			7GA7PL000220800	04/26/2025	04/26/2026	3,000,000 Per Claim	
A	Professional Liab			7GA7PL000220800	04/26/2025	04/26/2026	3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Pennington Borough Planning Board
Attn: Board Secretary
30 North Main Street
Pennington, NJ 08534

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



PENNINGTON PLANNING BOARD
RESOLUTION
2026 PROFESSIONAL SERVICES CONTRACT

WHEREAS, *N.J.S.A. 40:55D-24* permits a Planning Board to retain the services of a Professional Engineer to assist said Board in the discharge of their responsibilities under the New Jersey Municipal Land Use Law; and

WHEREAS, *N.J.S.A. 40A:11-1, et seq.*, the New Jersey Local Public Contracts Law, permits the award of a Contract for "Professional Services" without competitive bidding provided that said services are rendered by a person or persons authorized by law to practice a recognized profession and its practice is regulated by law; and

WHEREAS, the Borough has published an RFP for permanent appointment of a Borough Engineer through 2028 but the selection process has not been completed to date;

WHEREAS, Pennoni, has agreed to serve as Borough Engineer in an acting capacity in January 2026 and thereafter as needed to permit the permanent appointment process to be completed;

NOW, THEREFORE, BE IT RESOLVED by the Pennington Borough Planning Board as follows:

1. The Pennington Borough Planning Board hereby appoints Pennoni as its Professional Engineer in an acting capacity in January 2026 and thereafter as needed to permit the permanent appointment process to be completed.
2. The Professional Services Agreement authorized with said Engineer is on file in the Office of the Borough Clerk and may be inspected during regular hours.
3. This contract is being awarded without competitive bidding as a Professional Services Contract under the provisions of the New Jersey Local Public Contracts Law, because a service will be

rendered or performed by a person or persons authorized by law to practice a recognized profession and its practice is regulated by law.

4. A notice of this action shall be published by the Borough of Pennington in the Hopewell Valley News following the adoption of this Resolution.

CERTIFICATION

The undersigned, Land Use Administrator to the Pennington Borough Planning Board does hereby certify that the foregoing is a true copy of a Resolution adopted by said Board at their meeting held on the 14th day of January 2026.

Robin Tillou, Land Use Administrator

James Reilly, Chairman

PENNINGTON PLANNING BOARD
RESOLUTION
2026 PROFESSIONAL SERVICES CONTRACT

WHEREAS, *N.J.S.A. 40:55D-24* permits a Planning Board to retain the services of a Professional Planner to assist said Board in the discharge of their responsibilities under the New Jersey Municipal Land Use Law; and

WHEREAS, *N.J.S.A. 40A:11-1, et seq.*, the New Jersey Local Public Contracts Law, permits the award of a Contract for “Professional Services” without competitive bidding provided that said services are rendered by a person or persons authorized by law to practice a recognized profession and its practice is regulated by law; and

WHEREAS, the Pennington Borough Planning Board wishes to appoint a Professional Planner to provide services to the Board during the calendar year 2026.

NOW, THEREFORE, BE IT RESOLVED by the Pennington Borough Planning Board as follows:

1. The Pennington Borough Planning Board hereby appoints James Kyle, PP/AICP, KMA Associates as its Professional Planner for the calendar year 2026.
2. The Professional Services Agreement authorized with said Planner is on file in the Office of the Borough Clerk and may be inspected during regular hours.
3. This contract is being awarded without competitive bidding as a Professional Services Contract under the provisions of the New Jersey Local Public Contracts Law, because a service will be rendered or performed by a person or persons authorized by law to practice a recognized profession and its practice is regulated by law.
4. A notice of this action shall be published by the Borough of Pennington in the Hopewell Valley News following the adoption of this Resolution.

CERTIFICATION

The undersigned, Acting Secretary to the Pennington Borough Planning Board does hereby certify that the foregoing is a true copy of a Resolution adopted by said Board at their meeting held on the 14th day of January 2026.

Robin Tillou, Secretary
Pennington Borough Planning Board

PENNINGTON BOROUGH PLANNING BOARD
PROFESSIONAL PLANNER
PROFESSIONAL SERVICES AGREEMENT FOR 2026

THIS AGREEMENT made this 14th day of January 2026 by and between the **PENNINGTON BOROUGH PLANNING BOARD**, 30 North Main Street, Pennington, New Jersey 08534 (hereinafter referred to as "**PLANNING BOARD**") and **JAMES KYLE, PP/AICP, KMA ASSOCIATES**, 45 East Broad Street, Second Floor, Hopewell, New Jersey 08528 (hereinafter referred to as "**PLANNER**").

WITNESSETH:

WHEREAS, the **PLANNING BOARD** requires professional planning services to assist the **PLANNING BOARD** for 2026; and

WHEREAS, said **PLANNING BOARD** has adopted a Resolution pursuant to the provisions of the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, awarding a Contract for "Professional Services" to **PLANNER** to provide said professional planning services during 2026 to the Planning Board.

NOW, THEREFORE, IT IS AGREED between the **PLANNING BOARD** and **PLANNER**, as follows:

1. The **PLANNER** is hereby retained as the Professional Planner for the **PLANNING BOARD** for a term from January 1, 2026 to December 31, 2026.
2. **PLANNER** agrees to bill the **PLANNING BOARD** in accordance with the **PLANNER** Public Client Rate Schedule attached as Exhibit A. Routine services will include, but not be limited to: Ordinance drafting; consultation with the **PLANNING BOARD** staff, and representatives of the Borough of Pennington, as requested; specific planning projects as assigned, including the Borough's Affordable Housing Program, attendance at Planning Board

meetings and such other projects as may be assigned by appropriate Pennington Borough officials. **PLANNER** shall complete and submit on a monthly basis separate payment vouchers which shall be reviewed and approved by the **PLANNING BOARD** itemizing the nature and scope of services provided on these general projects. Said payment voucher shall be paid once audited and found correct by the **PLANNING BOARD**. Routine services shall not exceed \$ 5,000.00 for 2026 unless additional appropriations are made by the **PLANNING BOARD**. Master Plan planning services shall be billed separately per the PLANNERS 2026 Public Client Rate Schedule attached as Exhibit A. Land development application services shall be billed to the applicant's escrow account. The **PLANNER** shall submit to the Planning Board Secretary the **PLANNER**'s itemized payment vouchers for routine and escrow services by the 15th of the following month of having provided services so that the payment vouchers can be timely paid and charged, where applicable to the appropriate escrow account.

3. **PLANNER** agrees also to review and evaluate all land development applications referred to **PLANNER** by the **PLANNING BOARD** as coordinated through the Borough Administrator or Land Use Administrator. **PLANNER** will prepare as requested written reports concerning said applications and attend the **PLANNING BOARD** meetings, as requested, to provide analysis and testimony with regard to said applications. **PLANNER** shall also be available to consult with said land development applicants as may be requested. All of the professional planning services provided to the land development applicants shall be coordinated with other Borough professionals, including, but not limited to, the Borough Engineer, the Borough Construction Official, the Borough Zoning Officer and the attorney for the **PLANNING BOARD**. **PLANNER** agrees to complete its work within the statutory review period as provided for by the New Jersey Municipal Land Use Law and the Borough Land Use Code. The work to be performed by **PLANNER** through the aforementioned land development

escrow accounts will not be undertaken until specific authorization is granted to **PLANNER** after the Borough determines that sufficient escrow funds have been deposited by the land development applicant for **PLANNER**'s work. No certificate of availability of funds by the Borough Chief Financial Officer is required at this time since services will not be requested until said sufficient funds have been received in the appropriate land development escrow account. If the Borough requests a specific, written estimate from **PLANNER** prior to undertaking and completing any land development escrow work, **PLANNER** agrees to promptly provide said written estimate.

4. For the general services authorized in paragraph 2 herein above and for the land development escrow services authorized in paragraph 3 herein above, **PLANNER** agrees to prepare on a monthly basis a payment voucher showing professional time spent, hourly rates of the professionals and reimbursable direct expenses for such matters as out-of-pocket expenses concerning telephone, photocopying and postage. A brief description of the work completed with each invoice shall be submitted. Separate invoices will be prepared for the general services rendered and for each land development application upon which **PLANNER** works. Pursuant to *N.J.S.A. 40:55D-53.2 et seq.*, **PLANNER** shall furnish copies of **PLANNER**'s invoices directly to the land development applicant on a monthly basis. Invoices and payments, however, shall be directed to the **PLANNING BOARD** Secretary, and the responsibility for payment of same shall be with the **PLANNING BOARD**. The **PLANNING BOARD** will bill against various land development escrow deposits for the specific work performed on given applications by **PLANNER**. If there are not sufficient funds on deposit with the **PLANNING BOARD** for **PLANNER**'s work, the **PLANNING BOARD** shall immediately notify **PLANNER** and all work shall be suspended until sufficient funds are available.

5. **PLANNER** agrees that James Kyle, PP/AICP shall be considered the principal responsible for rendering professional planning services to the **PLANNING BOARD** and the Borough of Pennington in conjunction with this Agreement.

6. The **PLANNING BOARD** and **PLANNER** hereby incorporate into this Contract the mandatory affirmative action language set forth on Exhibit B and attached hereto.

7. As requested by the Borough Clerk, **PLANNER** agrees to complete from time to time the required Local Government Ethics Law Financial Disclosure as required by *N.J.S.A. 40A:9-22-1 et seq.*

8. The **PLANNER** shall file with Pennington Borough's Chief Financial Officer its New Jersey Business Registration Certificate so required by P.L. 2004, c. 57 of the Laws of the State of New Jersey per attached Exhibit C.

9. The **PLANNER** agrees to comply with the provisions of P.L. 2004, c. 19, the New Jersey "Local Unit Pay-to-Play Law" per attached Exhibit D. In so doing, the **PLANNER** and the **PLANNING BOARD** hereby incorporate by reference into this Agreement the attached Exhibit C.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and date first written above.

ATTEST:

Robin Tillou, Secretary

**PENNINGTON BOROUGH PLANNING
BOARD**

By: _____
James Reilly, Chairman

KYLE McMANUS ASSOCIATES

By: _____
James Kyle, PP/AICP

January 13, 2026

Mr. James Reilly, Chair
Borough of Pennington Planning Board
30 North Main Street
Pennington, NJ 08534



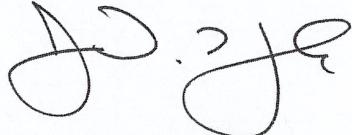
Re: Planning Services - 2026

Dear Mr. Reilly:

I am writing on behalf of the firm to express our interest in continuing to serve as the Board's planner for 2026, and I would continue to be designated as the staff member responsible for serving the Board. Our rates have not changed since last year and I have attached our 2026 rate schedule along with a copy of our NJ Business Registration.

We appreciate the potential opportunity to continue working with the Board. If you need additional documentation, please feel free to contact us via e-mail at jkyle@kylemcmanus.com or by phone at 609-257-6706.

Sincerely,



James T. Kyle, PP/AICP
Principal

Cc: Robin Tillou, Land Use Administrator (via e-mail)
Ed Schmierer, Esq, Board Attorney (via e-mail)



2 East Broad Street, 2nd Floor
Hopewell, NJ 08525
609-257-6705 (v)
609-374-9939 (f)
info@kylemcmanus.com

2026 Public Client Rate Schedule

Principal Planner	\$150/hour
Associate Planner	\$138/hour
Senior Project Manager Planner	\$133/hour
Project Manager Planner	\$128/hour
Assistant Planner	\$98/hour
GIS Technician	\$88/hour
Assistant Professional	\$83/hour
Administrative Assistant	\$68/hour
Outside (pass-thru) Services	Cost +10%
Postage, Federal Express, UPS, DHL	Cost
Paper Black/White Copy/Prints (8.5"x11")	\$0.10/Sheet
Paper Black/White Copy/Prints (11"x17")	\$0.20/Sheet
Paper Color Copy/Prints (8.5"x11")	\$0.50/Sheet
Paper Color Copy/Prints (11"x17")	\$2.50/Sheet
Large format Color Copy/Prints (24"x36")	\$40/Sheet
Travel for Regularly Scheduled Meetings	No Charge
Travel for All Other Meetings and Other Municipal Business	At Rates Noted Above

2026 Public Client Litigation Rate Schedule

Principal Planner	\$198/hour
Associate Planner	\$183/hour
Senior Project Manager Planner	\$178/hour
Project Manager Planner	\$173/hour
Assistant Planner	\$143/hour
GIS Technician	\$133/hour
Assistant Professional	\$83/hour
Administrative Assistant	\$68/hour
Outside (pass-thru) Services	Cost +10%
Postage, Federal Express, UPS, DHL	Cost
Paper Black/White Copy/Prints (8.5"x11")	\$0.10/Sheet
Paper Black/White Copy/Prints (11"x17")	\$0.20/Sheet
Paper Color Copy/Prints (8.5"x11")	\$0.50/Sheet
Paper Color Copy/Prints (11"x17")	\$2.50/Sheet
Large format Color Copy/Prints (24"x36")	\$40/Sheet
Travel for Regularly Scheduled Meetings	No Charge
Travel for All Other Meetings and Other Municipal Business	At Rates Noted Above

09/11/18

Taxpayer Identification# [REDACTED]

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

KYLE MCMANUS ASSOCIATES LLC

ADDRESS:

10 MOORES MILL MOUNT ROSE RD
PENNINGTON NJ 08534

EFFECTIVE DATE:

09/11/18

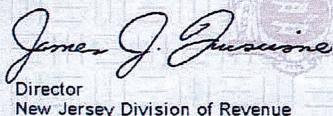
TRADE NAME:

SEQUENCE NUMBER:

2268048

ISSUANCE DATE:

09/11/18



James J. Fruscione
Director
New Jersey Division of Revenue