

A Special Meeting of the Township Committee of the Township of Plainsboro was called to order by Mayor Edmund C. Yates on May 27, 2026 at 5:30 p.m. in the Municipal Center located at 641 Plainsboro Road, Plainsboro, New Jersey.

Pledge of Allegiance led by committeeperson Neil Lewis.

The Township Clerk certified that the meeting was noticed as a Special Meeting on May 22, 2026. Notices were sent to the Home News/Tribune, Princeton Packet and Trenton Times and were posted at the Municipal Center, Township website and Library at least 48 hours prior to the meeting. All requirements of the Sunshine Law were met.

Present were: Mayor Edmund C. Yates, Deputy Mayor David Bander, Committeepersons Neil Lewis, Nuran Nabi, and Reeta Sharma. Also present were: Township Administrator Anthony Cancro, Assistant Administrator/Township Clerk, Carol J. Torres, Deputy Township Clerk Jesenia Velazquez, Township Attorney Michael Herbert, Chief/Director of Public Safety Eamon Blanchard, and Director of Planning and Zoning Bonnie Flynn. There were five (3) interested citizens and no members of the press present.

It was MOVED by LEWIS and seconded by SHARMA that the following Resolution be approved:

R-26-130

RESOLUTION FOR EXECUTIVE SESSION

WHEREAS, Section 7:b-7 of the Open Public Meeting Act, Chapter 231, P.L. 1975 permits the options of this body to go into Executive Session for the purpose of discussion of personnel, contract negotiations, and pending litigation.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Plainsboro, County of Middlesex, that the general nature of the subject to be discussed would best serve the community by excluding discussion in public at this time, and when a decision has been reached it will be released at an open public meeting. This Resolution shall take effect immediately for a closed session at the end of the Township Committee Meeting of May 27, 2026.

VOTE: YATES, YES; BANDER, YES; LEWIS, YES; NABI, YES; SHARMA, YES.

The meeting was recessed at 5:37 p.m. to go into executive session.

The meeting reconvened at 7:00 p.m. to go into the agenda session.

It was MOVED by BANDER and seconded by LEWIS that the following Resolution be approved:

R-26-131

**RESOLUTION AUTHORIZING THE TOWNSHIP OF PLAINSBORO TO
CONDUCT THE 2026 ANNUAL BUDGET EXAMINATION**

WHEREAS, N.J.S.A. 40A:4-78b has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and

WHEREAS, N.J.A.C. 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and

WHEREAS, pursuant to N.J.A.C. 5:30-7.2 thru 7.5 the Township of Plainsboro has been declared eligible to participate in the program by the Division of Local Government Services, and the Chief Financial Officer has determined that the Township meets the necessary conditions to participate in the program for the 2026 budget year, so now therefore

BE IT RESOLVED, by the Township Committee of the Township of Plainsboro that in accordance with N.J.A.C. 5:30-7,6a & b and based upon the Chief Financial Officer's certification, the governing body has found the budget has met the following requirements:

1. That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:
 - a. Payment of interest and debt redemption charges
 - b. Deferred charges and statutory expenditures
 - c. Cash deficit of preceding year
 - d. Reserve for uncollected taxes
 - e. Other reserves and non-disbursement items
 - f. Any inclusions of amounts required for school purposes
2. That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at 40A:4-45.3 et seq. are fully met (complies with the "CAP" law.)
3. That the budget is in such form, arrangement, and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.
4. That pursuant to the Local Budget Law:
 - a. All estimates of revenue are reasonable, accurate, and correctly stated,
 - b. Items of appropriation are properly set forth
 - c. In itemization, form, arrangement, and content the budget will permit the exercise of the comptroller function within the municipality.
5. The budget and associated amendments have been introduced, publicly advertised, and in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.
6. That all other applicable statutory requirements have been fulfilled.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Director of the Division of Local Government Services.

(SEE EXHIBIT "A" PAGE 1 OF 1 INCLUSIVE)

VOTE: YATES, YES; BANDER, YES; LEWIS, YES; NABI, YES; SHARMA, YES.

It was MOVED by LEWIS and seconded by SHARMA that the following Resolution be approved:

R-26-132 RESOLUTION TO AFFIRM THE TOWNSHIP OF PLAINSBORO'S CIVIL RIGHTS POLICY WITH RESPECT TO ALL OFFICIALS, APPOINTEES, EMPLOYEES, PROSPECTIVE EMPLOYEES, VOLUNTEERS, INDEPENDENT CONTRACTORS, AND MEMBERS OF THE PUBLIC THAT COME INTO CONTACT WITH MUNICIPAL EMPLOYEES, OFFICIALS AND VOLUNTEERS

**TOWNSHIP OF PLAINSBORO
MIDDLESEX COUNTY, NEW JERSEY**

CERTIFICATION OF APPROVED BUDGET

It is hereby certified that the Approved Budget complies with the requirements of law and approval is given pursuant to N.J.S.A. 40A:4-78(b) and NJAC 5:30-7.

It is further certified that the municipality has met the eligibility requirements of NJAC 5:30-7.4 and 7.5, and that I, as Chief Financial Officer, have completed the local examination in compliance with NJAC 5:30-7.6.

Dated: May 27, 2026

By: 
Ehab, Salama Chief Financial Officer

This certification form and resolution of the governing body executing such certification should be annexed to the adopted budget (N.J.A.C. 5:30 7.6(e))

WHEREAS, it is the policy of Township of Plainsboro to treat the public, employees, prospective employees, appointees, volunteers, and contractors in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act, and

WHEREAS, the governing body of the Township of Plainsboro has determined that certain procedures need to be established to accomplish this policy.

NOW, THEREFORE BE IT ADOPTED by the Township of Plainsboro that:

Section 1: No official, employee, appointee or volunteer of the Township of Plainsboro by whatever title known, or any entity that is in any way a part of the Township of Plainsboro shall engage, either directly or indirectly in any act including the failure to act that constitutes discrimination, harassment or a violation of any person's constitutional rights while such official, employee, appointee volunteer, or entity is engaged in or acting on behalf of the Township of Plainsboro's business or using the facilities or property of the Township of Plainsboro.

Section 2: The prohibitions and requirements of this resolution shall extend to any person or entity, including but not limited to any volunteer organization or inter-local organization, whether structured as a governmental entity or a private entity, that receives authorization or support in any way from the Township of Plainsboro to provide services that otherwise could be performed by the Township of Plainsboro.

Section 3: Discrimination, harassment, and civil rights shall be defined for purposes of this resolution using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment, and civil rights.

Section 4: The Township Administrator shall establish written procedures for any person to report alleged discrimination, harassment, and violations of civil rights prohibited by this resolution. Such procedures shall include alternate ways to report a complaint so that the person making the complaint need not communicate with the alleged violator in the event the alleged violator would be the normal contact for such complaints.

Section 5: No person shall retaliate against any person who reports any alleged discrimination, harassment, or violation of civil rights, provided however, that any person who reports alleged violations in bad faith shall be subject to appropriate discipline.

Section 6: The Township Administrator shall establish written procedures that require all officials, employees, appointees, and volunteers of the Township of Plainsboro as well as all other entities subject to this resolution to periodically complete training concerning their duties, responsibilities and rights pursuant to this resolution.

Section 7: The Township Administrator shall establish a system to monitor compliance and shall report at least annually to the governing body the results of the monitoring.

Section 8: At least annually, the Township Administrator shall cause a summary of this resolution and the procedures established pursuant to this resolution to be communicated within the township. This communication shall include a statement from the governing body expressing its unequivocal commitment to enforce this resolution. This summary shall also be posted on the Township's website.

Section 9: This resolution shall take effect immediately.

Section 10: A copy of this resolution shall be published in the official newspaper of the Township of Plainsboro in order for the public to be made aware of this policy and the Township of Plainsboro's commitment to the implementation and enforcement of this policy.

VOTE: YATES, YES; BANDER, YES; LEWIS, YES; NABI, YES; SHARMA, YES.

It was MOVED by SHARMA and seconded by BANDER that the following Resolution be approved:

R-26-133 RESOLUTION AUTHORIZING PERSON-TO-PERSON TRANSFER OF PLENARY RETAIL CONSUMPTION LICENSE No. 1218-36-018-007 – WSCDEL 102, LLC t/a HOMEWOOD SUITES

WHEREAS, an application has been filed for a Person-to-Person transfer of Plenary Retail Consumption License No. 1218-36-018-006 from SHG CHOP, LLC. t/a Homewood Suites, to License No. 1218-36-018-007 WSCDEL 102, LLC., t/a Homewood Suites, 3819 US Highway 1, Plainsboro, NJ; and

WHEREAS, notice of this transfer was advertised in the Trenton Times issues of September 12 and September 19, 2025; and

WHEREAS, certificates of compliance have been signed by the applicants, pending the results of a background investigation of the applicants by the Plainsboro Township Police Department; and

WHEREAS, based upon all information received, the Police Department has indicated there is no reason to deny this application for a Person-to-Person transfer, and the applicant has disclosed and the Township Attorney, Township Clerk, and Police Department have reviewed the source of funds used in the purchase of the license.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Plainsboro that the application for Person-to-Person transfer of license number 1218-36-018-006 from SHG CHOP LLC., t/a Homewood Suites, to license number 1218-36-018-007, WSCDEL 102, LLC., t/a Homewood Suites, 3819 US Highway 1, Plainsboro, NJ, located in Plainsboro Township be and is hereby granted effective June 10, 2026.

BE IT FURTHER RESOLVED that the Township Clerk be and is hereby authorized to effectuate the notice of such change on the license certificate and forward a certified copy of this Resolution forthwith to the New Jersey Division of Alcoholic Beverage Control.

VOTE: YATES, YES; BANDER, YES; LEWIS, YES; NABI, YES; SHARMA, YES.

It was MOVED by YATES and seconded by LEWIS that the following Resolution be approved:

R-26-134 RESOLUTION AUTHORIZING THE EXECUTION OF A USE AND HOLD HARMLESS AGREEMENT WITH THE TOWNSHIP OF ROBBINSVILLE FOR THE USE OF THE ROBBINSVILLE TOWNSHIP INDOOR POLICE TRAINING FACILITY

WHEREAS, the Township of Plainsboro Police Department – Department of Public Safety has a continuous need for a specialized venue to conduct vital in-service training, essential firearms qualifications, and tactical simulations for its officers and personnel; and

WHEREAS, the Township of Robbinsville owns and operates a specialized indoor police training facility ("Training Facility") capable of meeting these critical training needs under safe, controlled conditions; and

WHEREAS, Chief Eamon Blanchard of the Plainsboro Township Police Department has recommended that the Township enter into a shared services approach by utilizing this facility; and

WHEREAS, the Township of Robbinsville has agreed to permit the Plainsboro Police Department to utilize said Training Facility, subject to the execution of a "Use and Hold Harmless Agreement" dated May 19, 2026, establishing standard operational, insurance, and legal parameters; and

WHEREAS, under the terms of the Agreement, the Township of Plainsboro shall indemnify and hold harmless the Township of Robbinsville and the Robbinsville Township Police Department (RTPD), except in cases of gross negligence or purposeful misconduct; and

WHEREAS, the Township of Plainsboro will provide evidence of satisfactory insurance coverage listing the Township of Robbinsville and the RTPD as additional insureds prior to utilizing the facility; and

WHEREAS, this Agreement has been reviewed and approved as to form, and requires execution by the Township Administrator and Township Clerk;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Plainsboro, County of Middlesex, State of New Jersey, as follows:

1. The Mayor and Township Committee hereby authorize the execution of the "Use and Hold Harmless Agreement" with the Township of Robbinsville for the use of its Indoor Police Training Facility.
2. The Township Administrator and Township Clerk are hereby authorized and directed to execute the Agreement and any other necessary documents to effectuate the purposes of this Resolution.
3. The Plainsboro Police Department is directed to abide by all rules, regulations, and ordinances governing the Robbinsville Training Facility.
4. This Resolution shall take effect immediately.
- 5.

VOTE: YATES, YES; BANDER, YES; LEWIS, YES; NABI, YES; SHARMA, YES.

It was MOVED by YATES and seconded by LEWIS that the following Resolution be approved:

R-26-135 RESOLUTION THAT AUTHORIZES A LEASE AGREEMENT BETWEEN THE TOWNSHIP OF PLAINSBORO AND R.E. ETSCH, INC., D.B.A. ETSCH FARMS

WHEREAS, the Township is the owner of certain real property located at a portion of Block 1001, Lots 3 and 5, in the Township of Plainsboro, County of Middlesex, State of New Jersey, which property is located at two locations of 340 Friendship Road and 80 Scotts Corner

Road, consisting of approximately One Hundred Twenty-Two (122) acres, One Hundred (100) acres of which are tillable; and

WHEREAS, the Township has determined that leasing the property for farming purposes to Tenant will not interfere with reasonably anticipated use plans for the subject property for public recreation and conservation purposes and that the best interests of the Township will be served by leasing the subject property to Tenant for the purpose and subject to the conditions hereinbelow provided; and

WHEREAS, pursuant to N.J.S.A. 40A:12-14 et seq., the Township is permitted to lease the Property to Tenant for farming purposes.

NOW THEREFORE, in consideration of the payment of rent by Tenant and as hereinafter provided and the mutual covenants hereinafter made, the parties hereto agree as follows:

The Township does hereby grant to Tenant and Tenant does hereby accept, a lease to enter upon, for the purposes herein provided, that certain vacant land known and designated as and consisting of a portion of Block 1001, Lots 3 and 5, approximately One Hundred Twenty-Two (122) acres, of which One Hundred (100) acres are tillable, located in the Township of Plainsboro, County of Middlesex, State of New Jersey ("Leased Premises").

(SEE EXHIBIT "B" PAGE 1 OF 19 INCLUSIVE)

VOTE: YATES, YES; BANDER, YES; LEWIS, YES; NABI, YES; SHARMA, YES.

This being the time and place for a public hearing on, CALENDAR YEAR 2026 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14), the Mayor opened the meeting for comments from the public.

Arun Bantval, 36 Hamilton Lane, inquired about the Budget Appropriation Limits process if it ever reaches the limit.

The Township Administrator advised the resident that this is a routine annual municipal ordinance related to appropriation limits. The Township has never reached the appropriation limit, and the ordinance serves as a safeguard to protect Township funds.

There being no further comments, it was MOVED by BANDER and seconded by SHARMA that the public comment portion of the meeting be closed.

VOTE: YATES, YES; BANDER, YES; LEWIS, YES; NABI, YES; SHARMA, YES.

It was MOVED by LEWIS and seconded by SHARMA that the Ordinance be adopted.

VOTE: YATES, YES; BANDER, YES; LEWIS, YES; NABI, YES; SHARMA, YES.

**O-26-07 CALENDAR YEAR 2026 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S.A 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2% unless

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement"), made the ____ day of _____, 2026,

BETWEEN

THE TOWNSHIP OF PLAINSBORO, a municipal corporation of the State of New Jersey, with offices at 641 Plainsboro Road, Plainsboro, New Jersey 08536 ("Township")

and _____, with offices at _____ ("Tenant").

WHEREAS, the Township is the owner of certain real property located at a portion of Block 1001, Lots 3 and 5, in the Township of Plainsboro, County of Middlesex, State of New Jersey, which property is located at two locations of 340 Friendship Road and 80 Scotts Corner Road, consisting of approximately One Hundred Twenty-Two (122) acres, One Hundred (100) acres of which are tillable; and

WHEREAS, the Township has determined that leasing the property for farming purposes to Tenant will not interfere with reasonably anticipated use plans for the subject property for public recreation and conservation purposes and that the best interests of the Township will be served by leasing the subject property to Tenant for the purpose and subject to the conditions hereinbelow provided; and

WHEREAS, pursuant to N.J.S.A. 40A:12-14 et seq., the Township is permitted to lease the Property to Tenant for farming purposes.

NOW THEREFORE, in consideration of the payment of rent by Tenant and as hereinafter provided and the mutual covenants hereinafter made, the parties hereto agree as follows:

The Township does hereby grant to Tenant and Tenant does hereby accept, a lease to enter upon, for the purposes herein provided, that certain vacant land known and designated as and consisting of a portion of Block 1001, Lots 3 and 5, approximately One Hundred Twenty-Two (122) acres, of which One Hundred (100) acres are tillable, located in the Township of Plainsboro, County of Middlesex, State of New Jersey ("Leased Premises").

The Leased Premises are identified more particularly on the Lease Map attached to and made a part of this Lease Agreement as Exhibit A.

1. TERM

A. This Lease Agreement shall be in effect for an initial period of three (3) years (the "Initial Term"), commencing on _____, 2026 ("Commencement Date") and terminating on _____, 2028 ("Expiration Date"), unless sooner terminated as hereinafter provided or pursuant to Paragraph 17 of this Lease Agreement. Provided that there is no default which has occurred and is continuing beyond any applicable notice and cure period, and further provided that the Tenant has well and faithfully performed and completed all of its covenants, conditions and obligations under this Lease Agreement during the Initial Term, the Tenant shall have the right to extend the Initial Term for an additional (2) year period (the

“Renewal Term” and if exercised, then together with the Initial Term, the “Term”). If the Initial Term of this Lease Agreement is extended as provided herein, then the last day of the Renewal Term shall be the expiration date of this Lease Agreement. Tenant shall exercise said renewal options by giving written notice thereof to Township not less than one hundred twenty (120) days prior to the Expiration Date. If the Township does not receive written notice of the exercise of such option to renew, then this Lease Agreement shall terminate on the last day of the then expiring Term.

Tenant's possession and use of the Leased Premises shall not extend beyond the expiration of the Term. Any additional renewals of this Lease Agreement beyond the Term of this Lease Agreement shall not exceed a total of five (5) years.

2. RENT

A. During the Initial Term, Tenant shall pay to the Township an annual rent (the "Rent") in the amount equal to Thirty Dollars (\$30.00) per acre, inclusive of municipal taxes, amounting to Three Thousand Dollars (\$3,000.00) annually, Six Hundred Dollars (\$600.00) of which will be devoted to municipal property taxes, as calculated by the Tax Collector. If taxes increase in subsequent years, the Rent will decrease proportionally, not to exceed Three Thousand Dollars (\$3,000.00) per year for both rent and municipal taxes. Rent may be paid annually or quarterly, at Tenant's discretion, with annual Rent payments due on the Commencement Date, and on each anniversary thereafter, and quarterly Rent payments due on the first day of the quarter. For clarity, if Tenant selects quarterly payments, Rent shall be due on the following dates: January 1, April 1, July 1, and October 1.

B. Thereafter, commencing with the first year of the Renewal Term and for each Lease year thereafter, Rent shall increase annually by one percent (1%) over the Rent payable during the immediately preceding twelve (12) months of the Lease. Rent payments shall be paid and adjusted as follows:

Year	Annual Rent	Quarterly Payment
1-3	\$3,000.00	\$750.00
4	\$3,030.00	\$757.50
5	\$3,060.30	\$765.08

C. All Rent shall be paid by check made payable to the "Township of Plainsboro" and sent to:

Township of Plainsboro
641 Plainsboro Road
Plainsboro, New Jersey 08536
Attn: Township Administrator

D. Any payment of Rent not made on or before the date provided in Subparagraph 2A hereof shall be considered past due. Rent not received within five (5) days of the due date shall be subject to a late fee of One Hundred Dollars (\$100.00), which shall be paid as additional rent.

E. In the event any check for payment is returned to the Township, all future compensations shall be made by Certified or Cashier Check only.

3. ADDITIONAL RENT

A. Where expressly provided herein, the cost of Tenant's compliance with this Lease Agreement shall constitute "Additional Rent."

B. If Tenant fails to comply with any agreement in this Lease Agreement, the Township may do so on behalf of Tenant. The Township may charge the cost of compliance to Tenant as "Additional Rent." This includes reasonable attorney's fees incurred by the Township as a result of Tenant's violation of any agreement contained in this Lease Agreement.

C. The Additional Rent shall be due and payable as rent within thirty (30) days after written demand thereof by the Township. Nonpayment of Additional Rent gives the Township the same rights as if Tenant failed to pay the Rent.

4. TAXES

A. Tenant shall be responsible to pay all real estate taxes, including added and omitted assessments, as they come due. Property taxes for year 1 shall be Six Hundred Dollars (\$600.00), which shall increase each year in accordance with the procedures of the Township tax collector. For clarity, although property taxes will increase annually, the gross amount of Rent, including property taxes, shall not exceed \$3,000.00 annually for years 1-3, and shall increase in accordance with Section 2 herein for years 4-5.

B. Tenant shall be billed quarterly for real estate taxes and shall ensure that all taxes are paid on or before the date said taxes become due. For clarity, the Township, in its capacity as Landlord under this Lease Agreement, shall not be responsible for billing or otherwise notifying Tenant of taxes as they come due, although Tenant will receive property tax bills from the Township tax collector as any non-Township owned property would be billed.

C. Tenant shall be responsible for any fines, penalties, or other charges issued against the Property for failure to pay taxes. Tenant's failure to pay taxes within (10) days of said taxes becoming due shall constitute an Event of Default under this Lease, as set forth in Paragraph 16 herein.

5. PURPOSE; REQUIREMENTS AND RESTRICTIONS

A. Tenant shall not use or occupy the Leased Premises for any other purpose than for active farming purposes and crop production (the "Activities"). No perennial plants may be planted. For purposes of this Lease Agreement, "active farming" means "regularly tilled or regularly harvested". The Leased Premises may not be put into any type of "land bank", Payment in Kind (PIK) Diversion Program, set aside program or any type of program that pays Tenant not to farm. If the Leased Premises are not actively farmed, the Township may terminate this Lease for cause, and such termination shall be without any liability for compensation as may otherwise be set forth in this Lease. The parties acknowledge that the Activities serve as an interim conservation measure for the Leased Premises including, but not limited to, as the protection and enhancement of the soil and limit of soil loss, until the remainder of the Leased Premises are used by the Township for recreation and conservation purposes. Tenant shall not conduct or allow any commercial or retail sales operations on the Leased Premises, nor shall Tenant permit any members of the general public to enter the Leased Premises to harvest or "pick your own".

B. Tenant shall not use or allow or permit others to use the Leased Premises for any purpose or in any manner other than as expressly provided herein, or for any purpose deemed unlawful, disreputable or extra hazardous. Tenant shall not conduct or allow any use which would in any way: (i) make void or voidable any insurance then in effect; (ii) cause damage to all or any part of the Leased Premises; (iii) violate any federal, State, or local law, ordinance, rule, or order; or (iv) constitute a public or private nuisance.

C. Tenant will not permit the storage, dumping, transport, sale or disposal of hazardous wastes or contamination, and shall indemnify, defend, release and hold the Township harmless for all environmental pollution or contamination caused by Tenant and shall pay all fines, charges, claims, demands, awards, judgments, and penalties imposed upon the Township by applicable governmental agencies or neighboring property owners should Tenant pollute or contaminate the environment. Tenant agrees not to install any storage tanks on, above or below the Leased Premises without the written consent of the Township. If any such permission is granted, the tanks shall become the property of the Township at the expiration or termination of this Lease unless the Township requires the Tenant to remove same from the Leased Premises in which event Tenant shall restore the Leased Premises to the condition in which it was found at the commencement of this Lease. Tenant shall perform no activities on the Leased Premises that will invoke the Industrial Site Recovery Act (*N.J.A.C. 7:26B et seq.*).

D. The Tenant shall, at Tenant's own cost and expense, comply with the Industrial Site Recovery Act, *N.J.S.A. 13:1K-6 et seq.* and the regulations promulgated thereunder ("ISRA") and any successor legislation and regulations or federal or state agency (hereinafter referred to collectively and individually as the "Agency"). The Tenant shall, at Tenant's own expense, make all submissions to, provide all information to and comply with all requirements of, the Bureau of Industrial Site Evaluation (the "Bureau") of the NJDEP or such other agency. Should any Agency determine that a cleanup plan be prepared and that a cleanup be undertaken because of any spills or discharges of hazardous substances or wastes on the property which occurs during the Term of this Lease Agreement, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans.

E. All activities conducted on the Leased Premises shall be in compliance with said regulations, including specifically, compliance with *N.J.A.C. 7:36-25.13*.

F. Tenant agrees that it shall not seek Federal, State, County or Municipal approval to grow, produce or harvest marijuana on the Leased Premises, as permitted but limited by the New Jersey Compassionate Care Act, P.L. 2009, c. 307 (*N.J.S.A. 24:6I-1 et seq.*) or any future law concerning medical or recreational marijuana. Tenant will not seek approval to grow, produce or harvest hemp on the Leased Premises unless and until (i) Township approval is obtained in writing; (ii) Federal regulations permit the harvesting and cultivation of hemp and (iii) New Jersey regulations permit the harvesting and cultivation of hemp.

G. Tenant is permitted to park and store farm equipment from time to time on the Leased Premises. Such farm equipment shall be covered and stored out of sight from public view and away from any main roads.

6. CONDITION OF LEASED PREMISES

The Leased Premises are leased to and accepted by Tenant in their present condition ("AS IS") and without representation or warranty of any kind by the Township including, without limitation, any representation or warranty of fitness for a particular purpose. Tenant has made a physical inspection of the Leased Premises and has found same satisfactory for all purposes of this Lease Agreement. Tenant shall provide all labor, materials, work stock, supplies, and equipment sufficient to improve, maintain, and operate the Leased Premises for the purpose and subject to the terms and conditions herein provided, and shall pay all operating costs (i.e., harvesting, threshing, fertilizer, lime, seed, twine, spray materials) required for or incident to the Tenant's activities. The safe and neat storage of all equipment and supplies relating to the farming of the Leased Premises shall be confined to areas designated by the Township. All equipment and supplies shall be removed from the Leased Premises during the off-season. Equipment not

directly related to the farming practice shall be permanently removed from the Leased Premises. Tenant shall remove its crops, equipment and machinery from the Leased Premises at or prior to the expiration or earlier termination of this Lease Agreement. Any crops, equipment or machinery remaining on site at the expiration or earlier termination of this Lease Agreement shall become the property of the Township or shall be removed at the expense of the Tenant. Portable storage sheds or temporary structures may not be located on the Leased Premises.

7. SECURITY

Tenant shall be solely responsible, at its cost and expense, for security of the Leased Premises and any improvements thereon. The Township has no obligation to Tenant for security of the Leased Premises and shall not be responsible to Tenant, its agents, employees, or invitees (express or implied) for personal injury, death and/or loss, damage, or destruction of improvements, supplies, equipment, or personal property on the Leased Premises.

8. MAINTENANCE; AGRICULTURAL PURPOSES

A. Tenant shall be solely responsible, at its cost and expenses, for the maintenance of the Leased Premises including, but not limited to, removal on a daily basis of all litter and debris generated as a result of Tenant's farming activities. Tenant shall deliver up peaceable possession of the Leased Premises to the Township upon expiration or termination of this Lease Agreement in at least as good condition as it was delivered at the commencement of the Term. The Township shall not be required to maintain or repair the Leased Premises.

B. Tenant agrees that it (a) shall conduct agricultural activities in an efficient and productive manner and will do all the plowing, seeding, cultivating and harvesting in a manner that will conserve the Leased Premises; (b) will not plow permanent pasture and meadow land or cut live trees for sale or personal use, or remove or fall standing trees, provided, however, that Tenant may harvest fallen trees for which the Township shall be paid ten percent (10%) of the gross sales; (c) will control soil erosion as completely as practicable and adhere to all regulations of the State Agricultural Development Commission with respect to farmland usage; and (d) will not cut or clear any shrubs or ground cover and not make or allow any physical change in the natural condition of the Leased Premises without first receiving written permission from the Township.

C. Tenant shall farm the Leased Premises using management practices that conserve soil and water, such as those agricultural management practices approved by the State of New Jersey Agriculture Development Committee under the Right to Farm Act (N.J.S.A. 4:1C1 et seq.) and that minimize the use of herbicides, pesticides and fertilizers in accordance with the Pesticide Control Code (N.J.A.C. 7:30). Tenant agrees to use current industry standards of environmentally friendly pesticides. Tenant shall make all reasonable efforts to notify the Township in advance of any spraying, whether pesticide or fertilizer. Tenant shall also post appropriate signage on the Leased Premises in advance of any spraying, whether pesticide or fertilizer. Tenant must provide ongoing advance written notice to the Township, including chemical Right to Know sheets, of fertilizers, pesticides or other chemicals being used in connection with the farming activities on the Leased Premises during the term of this Lease Agreement. No manure, leaf compost or stall bedding is permitted. If commercially manufactured sewage sludge organic fertilizer is proposed for use, written permission must first be obtained from the Township. Fertilizers and pesticides shall not be stored overnight on the Leased Premises and shall be applied only under the supervision and control of the Tenant. The Township reserves the right to refuse consent for any of same. Tenant will not

apply any fertilizers or pesticides on the Leased Premises that will impair, alter or jeopardize the potable quality of any well water or other water sources in the Township. All pesticide application shall be done with ground-type equipment. There shall be no aerial spraying of any kind. The Tenant must hold a current New Jersey Department of Environmental Protection Certified Applicator Registration license ("NJDEP Registration License"), with a minimum of the Core Certification and 1A Certification for agricultural pest control for plants. The Tenant's registration number and related categories and license held by the Tenant must be supplied and returned with the Lease, along with the New Jersey DEP Registration License. Alternatively, Tenant may utilize the services of a pesticide/fertilizer vendor. Tenant is responsible for submitting a copy of the vendor's New Jersey Department of Environmental Protection Certified Applicator Registration license, with a minimum of the Core Certification and 1A Certification for agricultural pest control for plants, in order to utilize the services of the vendor. Failure to do so will result in immediate termination of this Lease. A Seasonal Pesticide Application Record must be completed and forwarded to the Township at the end of each growing season.

D. Any forests which may exist on the Leased Premises shall be managed in accordance with the New Jersey Forestry and Wetlands Best Practices Manual.

E. The agricultural use of the Leased Premises shall not adversely impact any documented occurrence of a threatened, endangered or rare species or the habitat of such species.

F. Tenant shall be responsible for the cost of all utilities used for the agricultural activities at the Leased Premises, as well as the cost of removal of all refuse and waste from the Leased Premises.

G. Irrigation from on-site ponds, wells, and streams is prohibited. Irrigation from adjacent streams may be considered if the Tenant:

- i. Provides a copy of existing current permits to irrigate, or documentation from the agency that controls the water approving the irrigation.
- ii. Requests permission to irrigate in writing from the Township and receives written approval, to be granted or withheld in Township's sole discretion.
- iii. Buries all pipes, if approval is granted, so as to not obstruct Township vehicles on the 10-foot unplowed, unplanted right of way around the perimeter of all fields referenced in Paragraph 10C.

H. At the end of each harvest season, the Tenant shall disc under the past year's crop and plant an approved covered crop of all lands farmed. Such cover crop shall be the type meeting current and acceptable agricultural practices, and be planted at a minimum of 1½ bushels per acre, and to be an established and actively growing crop before the end of the year. All cover crops to be sown with a grain drill.

9. COMPLIANCE WITH LAWS, LICENSES, PERMITS, AND INSURANCE

A. Tenant shall, at its sole cost and expense, maintain any permits or other governmental or agency approvals that are necessary for the farming of the Leased Premises and shall comply with, and shall cause the Leased Premises to comply with, all laws, ordinances, rules, statutes, regulations, requirements and orders of all federal, state and municipal governments or public authorities and the appropriate agencies, offices, departments, bureaus, boards and commissions thereof, and the board of fire underwriters and/or fire insurance rating organizations or similar organization performing the same or similar functions, affecting the Leased Premises, or any part thereof, or the use thereof, , including those

which require the making of any structural or extraordinary changes thereto whether or not any such laws, ordinances, rules, or orders may involve a change of policy on the part of the governmental body enacting the same, whether same is now or hereafter in force.

B. Tenant shall comply with the requirements of all policies of insurance required by this Lease Agreement which at any time may be in force with respect to the Leased Premises.

10. ACCESS TO LEASED PREMISES; NO FEES

A. The Township, its agents, employees, and contractors, shall have the right of access to and egress and ingress on, over, and across the Leased Premises. The Township shall exercise its rights under this subparagraph in such manner so as not to damage Tenant's property or unreasonably interfere with Tenant's use and occupancy of the Leased Premises considering the nature and extent of the Township's necessary access. Whenever possible, the Township shall exercise its rights under this subparagraph by use of existing access roads on the Leased Premises.

B. The Tenant agrees that members of the public shall have, and the Township reserves the right to permit the public to have, reasonable access to the Leased Premises for passive recreation trails, through (i) an approximately ten foot (10') wide walking path around the fields and portions of the Leased Premises and (ii) access to the Leased Premises during non-planting and non-growing seasons. No fees shall be charged to members of the public for this access. Tenant agrees to maintain, as unplowed and unplanted but mowed regularly, the ten foot (10') wide walking path located on the Leased Premises in order to provide access for the public to the Leased Premises for passive recreation, which is the primary function of the Leased Premises as Township park land. Tenant shall not apply a non-selective herbicide on the ten foot (10') wide walking path around each field. This ten foot (10') wide right of way must stay green and growing, subject to the aforesaid mowing requirement. The Tenant shall immediately repair any damage to the perimeter walking path.

C. The use of any type of audible device, such as crow cannons, propane guns and popguns shall be prohibited. Any physical device or barrier, such as balloons, wire, fence and string, intended to discourage nuisance animals must be approved in writing by the Township. In addition, Tenant must obtain the necessary NJDEP permits.

11. SIGNS; HUNTING OR TRAPPING

A. **Signage.** Tenant shall not post or allow any signs or advertisements of any description to be painted or posted on the Leased Premises, unless specifically approved by the Township in writing. Notwithstanding the foregoing, Tenant will properly post the perimeter of the Leased Premises with standard "No Hunting" signs identifying the Township as owner of the Leased Premises.

B. **No Hunting.** Except as noted below for deer management purposes only, no portion of the Leased Premises may be utilized for hunting or trapping of any animal at any time including by gun, trap, bow or arrow.

C. **Deer Management.** The Tenant may conduct deer hunting activities, as described below, for the sole purpose of deer management and crop control but not for pleasure hunting. All deer management

activities shall be by bow only and may be conducted during the entire New Jersey deer hunting season as permitted by State regulation.

i. **Deer Hunting Permits.** Tenant may not apply for a Deer Permit for the Leased Premises without the Township's prior written approval of Tenant's request for the Permit application. Tenant must request approval from the Township on an annual basis. If a Deer Permit is obtained without the written consent of the Township, this Lease is immediately terminated for cause. This termination shall be without any liability for compensation as set forth in these specifications. Notwithstanding such termination, the Tenant shall be permitted to harvest their existing crop, however depending on the severity of the violation, the Township reserves the right, in its sole discretion, to revoke this permission.

ii. **Conservation ID.** The Tenant must provide the Township with the Conservation ID number for each agent in advance of hunting activities. Each Conservation ID number will be verified by the State Conservation Officer and searched for previous violations or offenses. If any agent is found to have a prior violation, they will not be permitted on Township property.

iii. **Permits.** The Tenant and up to 4 agents who are New Jersey licensed hunters with current New Jersey Deer Permits are permitted to hunt deer on the Leased Premises. Tenant is responsible for the conduct of all agents on the Leased Premises while performing any deer management related activity. Agents must be at least 18 years old.

Prior to any depredation activity each year, the Tenant and its agents must supply copies of the documents listed below to the Township for Tenant and each agent:

- 1) A valid driver's license
- 2) A certificate of Liability Insurance for at least \$1 million dollars
- 3) A current New Jersey Deer Permit

If the Tenant or its agents hunt or conduct deer management activities without supplying the Township with copies of the above or otherwise are found to be in violation of any of the above, this Lease is immediately terminated for cause. Notwithstanding such termination, the Tenant shall be permitted to harvest their existing crop, however depending on the severity of the violation, the Township reserves the right, in its sole discretion, to revoke this permission. This termination shall be without any liability for compensation as set forth in the Lease.

iv. **Regulations.** All New Jersey Division of Fish and Wildlife license and permit requirements and regulations must be followed. Tenant and all agents are responsible for knowing safety zones, property boundaries and restricted areas.

v. **Tree Stands.** The Tenant and its agents (as defined below) shall be permitted to install a commercially manufactured temporary tree stand within the first 50 feet of forest or tree line along and immediately adjacent to the edge of the leased farm field ("buffer area"). No permanent, bolted stands are allowed. For safety reasons, all deer depredation must take place from an elevated tree stand. Vegetation removal for stand access or improved sight lines is not permitted. If the Tenant or its agents is found to be shooting from the ground, this Lease is immediately terminated for cause. This termination shall be without any liability for compensation. Notwithstanding such termination, the Tenant shall be permitted to harvest their existing crop, however depending on the severity of the violation, the Township may, in its sole discretion, revoke this permission. Tree stands may be left up if being used annually, however, stands must be adjusted annually so as to not cause any permanent damage to trees including girdling by straps or otherwise. Tenant forfeits their right to a Deer Hunting license if tree stands are

allowed to girdle trees. At the expiration or earlier termination of this Lease, the Tenant shall remove all tree stands from the Leased Premises, and restore the Leased Premises to the condition in which it was found at the commencement of this Lease. All tree stands must be removed at the expiration or earlier termination of this Lease.

vi. **Access.** Agents may park along public roads and at the entrances to properties, but may not drive across farm fields to access their tree stand or harvest deer. Only the Tenant may drive across farm fields to access tree stands or retrieve harvested deer. ATV use is not permitted. Reflective tags, clips, twists and colored tape are permitted to mark access routes, but need to be removed immediately after the season.

vii. **Safety.** Target practice and discharge of firearms is prohibited. Agents are not permitted to hunt or have a nocked bow within 450 feet of any building and must otherwise remain in compliance at all times with the safety zones applicable to the Property, as depicted on the attached Exhibit D. All bows must be un-nocked while traveling to or from their tree stand.

viii. **Reporting.** All reporting required under the NJDEP Deer Hunting regulations must occur in a timely manner.

ix. **Other Regulations.**

- 1) Use or possession of alcoholic beverages or drugs while on the property is prohibited.
- 2) Littering is prohibited. Carry out what you carry in.
- 3) The Township has the right to engage in property care and maintenance that may interfere with deer harvesting.
- 4) Property damage or injury must be reported immediately to the Township.
- 5) Township has the right to revoke permission of any or all depredating associates at any time.
- 6) At no time may Tenant or Tenant's agents hunt within the buffer area, but must depredate into the Leased Premises only.

x. **Amendments.** The requirements in this Section are subject to modification, change and amendment as applicable following review by and approval of the Township of Plainsboro.

"Agents" are defined as NJ State licensed hunters that are performing deer harvesting on farmland during the deer hunting season. Agents are to be listed on each Tenant's Deer Hunting Permit/License.

The Township reserves the right to extend the deer management program due to continued crop damage from deer based on written advice from the Tenant subject to the consent and approval of the Plainsboro Township Committee.

12. DAMAGE TO PROPERTY

A. Tenant shall, at Tenant's sole cost and expense, repair any damage caused by Tenant, its employees, agents, contractors, or invitees to the Leased Premises within the period of time prescribed by the Township in a written demand.

B. In the event of a fire or other casualty, the Tenant shall give immediate notice to the Township. If such fire or casualty was caused by the act or neglect of Tenant and results in damage or destruction to any portion of the Leased Premises, Tenant shall be obligated to restore the Leased Premises

at the direction of the Township, which restoration may include the planting of replacement trees or other plantings.

13. INDEMNIFICATION

A. Tenant shall, for Tenant, its successors, and assigns, assume all risks and liabilities arising out of Tenant's use and occupancy of the Leased Premises. Tenant covenants to defend, protect, indemnify, and save harmless the Township and each of their officers, agents, employees, successors, and assigns and hereby releases the Township and each of their officers, agents, employees, successors, and assigns from and against any liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature arising or allegedly arising in whole or in part from:

i. Any injury to or the death of, any person in or on, or any damage to property which occurs in, on, or about the Leased Premises, any Improvements thereon, or upon any sidewalk or walkway within the Leased Premises or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Leased Premises, Improvements, or any part thereof, and construction or repair of any Improvements on the Leased Premises;

ii. Violation of any agreement or condition of this Lease Agreement by Tenant, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through Tenant;

iii. Violation by Tenant of any contracts, agreements, or restrictions of record concerning the Leased Premises;

iv. Failure or omission to comply with any insurance policy required under this Lease Agreement or any federal, state or local law, ordinance, rule or order affecting the Leased Premises or Tenant's use thereof; and

v. Any act, error or omission by Tenant, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through Tenant in the performance of this Lease Agreement.

B. The Township and Tenant shall, as soon as practicable after a claim has been made against either of them, give written notice thereof to the other along with complete particulars of the claim. If a suit is brought against the Township, Tenant, or any of their agents, subcontractors, servants, or employees, they shall expeditiously forward or have forwarded to the other every demand, complaint, notice, summons, pleading, or other process received by or then in their possession or the possession of their representatives.

C. It is expressly agreed and understood that any approval by the Township of the work performed or reports, plans, and specifications provided by Tenant shall not operate to limit the obligations of Tenant assumed pursuant to this Lease Agreement.

D. Tenant's liability pursuant to this Paragraph shall continue after the termination or expiration of this Lease Agreement with regard to causes of action arising or claimed to arise prior to the termination or expiration hereof and/or obligations of Tenant under this Lease Agreement which survive such termination or expiration.

E. This indemnification is not limited by, but is in addition to, the insurance obligations contained in this Lease Agreement.

F. The provisions of this indemnification clause shall in no way limit the obligations assumed by Tenant under this Lease Agreement, nor shall they be construed to relieve Tenant from any liability or

to preclude the Township from taking any other actions available to it under any provisions of this Lease Agreement or at law or in equity.

14. INSURANCE

A. Tenant shall, at Tenant's sole cost and expense, obtain and keep in full force and effect at all times during the term of this Lease Agreement, insurance on the Leased Premises for damages imposed by law and assumed under this Lease Agreement, of the types and in the amounts hereinafter provided:

i. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability. Limits of liability shall be maintained at the minimum level of One Million Dollars (\$1,000,000);

ii. Worker's Compensation insurance policy in an amount equal to or exceeding the statutory limits for the State of New Jersey and an Occupational Diseases insurance policy of no less than One Million Dollars (\$1,000,000);

iii. Comprehensive Automobile Liability to cover bodily injury and property damage, including hired and non-owned vehicles, with limits of not less than \$1,000,000.00 per person or occurrence. A combined single limit of \$1,000,000.00 is acceptable; and

iv. Such other insurance and in such amounts as may from time to time be reasonably required by the Township.

B. Tenant may, at Tenant's own cost and expense, insure its own equipment, machinery and crops.

C. Tenant shall require any subcontractor or any person providing any service and/or conducting any activity on the Leased Premises as part of Tenant's use and occupancy thereof to secure and maintain in force at all times during the provision of any service and/or conduct of any activity thereon as part of Tenant's use and occupancy of the Leased Premises, insurance coverage of the types and in at least the minimum amounts required under subparagraph 14A.

D. A MCS-90 certificate shall be filed with the State of New Jersey if hazardous materials or wastes will be transported during the performance of the work.

E. All policies of insurance shall provide that the proceeds thereof shall be payable to the Township and Tenant as their respective interests may appear. All insurance coverage required to be maintained by Tenant on the Leased Premises in accordance with this Lease Agreement shall be issued by an insurance company authorized and approved to conduct business in the State of New Jersey and shall name the Township of Plainsboro as additional insured on all policies except for Worker's Compensation policy.

F. At least fifteen (15) days prior to the commencement of the Term, Tenant shall provide the Township with a certificate of insurance evidencing that Tenant has obtained all insurance coverage in accordance with this Lease Agreement. Failure to provide a certificate of insurance at the time of Tenant's execution of this Lease Agreement shall render this Lease Agreement null and void. The certificate of insurance shall provide for thirty (30) days' notice, in writing, to the Township prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Lease Agreement. Tenant also shall provide the Township with valid certificates of renewal of the insurance upon the expiration of the policies so that the Township is continuously in possession of current

documentation that Tenant has obtained and is maintaining in full force and effect all insurance required under this Lease Agreement.

G. Tenant expressly understands and agrees that any insurance protection required by this Lease Agreement shall in no way limit Tenant's indemnification obligations assumed in this Lease Agreement and shall not be construed to relieve Tenant from liability in excess of such coverage, nor shall it preclude the Township from taking such other actions as are available to it under any provision of this Lease Agreement and as otherwise provided for at law or in equity.

H. Tenant waives all right of recovery against the Township or the Township's agents, employees or other representatives for any loss, damage or injury of any nature whatsoever to property or persons for which Tenant is insured. Tenant shall obtain from its insurance carrier(s) and will deliver to Landlord waivers of the subrogation rights under all of its policies.

15. NO ASSIGNMENT OR SUBLETTING

Tenant shall not assign, transfer, convey, or otherwise dispose of this Lease Agreement or the Leased Premises, or Tenant's responsibilities under this Lease Agreement or the operations authorized hereunder, nor sell or otherwise assign or transfer a controlling interest in such operations or Tenant's ownership (hereinafter collectively referred to as an "Assignment"), without the written approval of the Township, which may be withheld in the Township's sole discretion. Tenant shall not sublet the Leased Premises or any part thereof.

16. TERMINATION; DELIVERY OF POSSESSION

A. Tenant shall comply with the terms and conditions of this Lease Agreement. The following shall constitute an Event of Default under this Lease: (i) Tenant fails to make the required annual Rent payment within ten (10) days of the specified payment date; (ii) if Tenant fails to comply with any conditions and covenants contained herein; (iii) if during the Term hereof, the Tenant abandons the Leased Premises; (iv) if Tenant is evicted by summary proceedings or otherwise; (v) if Tenant is adjudicated bankrupt, insolvent or placed in receivership; (vi) this Lease or the estate of the Tenant shall pass to another by virtue of any court proceeding, writ of execution, levy, sale or by operation of law; (vii) if the actions of the Tenant jeopardizes public safety or the Township's qualifications of farmland preservation or recreation or conservation; (viii) termination of this Lease by Tenant without the consent of the Township; (ix) failure to pay taxes on the Property within ten (10) days of said taxes becoming due. Upon the occurrence of an Event of Default, the Township may, in addition to any other remedies herein contained or as may be permitted by law, either by force or otherwise, without being liable for prosecution therefore, or for damages, terminate this Lease effective thirty (30) days after written notice specifying the delinquency, re-enter the Leased Premises and possess and enjoy and relet the Leased Premises and receive the rents therefrom. Notwithstanding the foregoing, the Tenant shall be permitted a final harvest of crops which are growing at the time of default.

B. The Township reserves the right to terminate this Lease Agreement on written notice to the Tenant if the Township determines to use the Leased Premises for recreation and conservation purposes. Such notice of termination will take effect (i) after any crops then growing are harvested or (ii) upon ninety (90) days' written notice. If Tenant cannot harvest any planted crop within the ninety (90) day notice period, the Township shall reimburse the Tenant for the cost of any such crop not so harvested, with reimbursement made based on the average of the prior two (2) years' crop costs. The Township reserves the right to change or modify the boundaries of the Leased Premises at any time, in the sole discretion of the Township, provided however that the Township shall reimburse the Tenant for the reasonable value of the loss of crops

to be determined by a Middlesex County Agriculture Agent.

C. If the Leased Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof and the taking would prevent or materially interfere with the use of the Leased Premises for the Tenant's farming purposes, this Lease shall terminate effective when the physical taking shall occur in the same manner as if the date of such taking were the date originally fixed in this Lease for the expiration of the Term hereof, and the Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as a result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings, and all rights of the Tenant to damages, if any, are hereby assigned to the Township. The Tenant agrees to execute and deliver any instruments at the expense of the Township, as may be deemed necessary or required to expedite any condemnation proceedings to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the said lands and premises or any part thereof. The Tenant covenants and agrees to vacate the Leased Premises, remove all the Tenant's personal property therefrom and deliver a peaceful possession thereof to the Township or to such other party designated by the Township. Failure by the Tenant to comply with any provisions in this clause shall subject the Tenant to such costs, expenses, damages, and losses as the Township may incur by reason of the Tenant's breach hereof.

D. Termination of this Lease Agreement by either party as herein provided shall not release or discharge any payment, obligation, or liability owed to the other party under the terms and conditions of this Lease Agreement as of the date of such termination.

E. Tenant shall deliver up peaceable possession and use of the Leased Premises to the Township upon any termination or expiration of this Lease Agreement in at least as good condition as it was delivered at the commencement of this Lease Agreement.

F. Notwithstanding anything contained herein to the contrary, in the event of Tenant's death or disability which renders the Tenant unable to farm the Property, the Tenant or his representatives shall have the right to terminate this Lease Agreement prior to the Expiration Date, upon sixty (60) days' written notice. In such event, the Tenant, or Tenant's representatives, shall be entitled to harvest any of Tenant's crops which are growing on the Property following such termination.

17. END OF TERM; SURRENDER

Upon the expiration, termination, surrender, or declaration of this Lease Agreement as null and void ("End of Term"), Tenant shall:

(i) immediately cease all occupancy and use of the Leased Premises, vacate, and turn over peaceable possession and use thereof to the Township. The Township may at once reenter and remove any and all persons occupying the Leased Premises;

(ii) remove all personal property lawfully belonging to and removable by Tenant, at Tenant's sole cost and expense, within the time prescribed in any notice of termination or before the expiration of the Term. If Tenant removes any personal property, Tenant hereby covenants to repair any and all damage which may be caused to the Leased Premises by said removal. If Tenant fails to remove such personal property, the Township may appropriate the same to its own use without allowing any compensation therefor or may remove the same at the expense of Tenant; and

(iii) pay to the Township without demand all Rent, Additional Rent, and other

payments accrued to the date of the end of Term.

18. CREATION OF LIENS OR ENCUMBRANCES BY TENANT

A. Tenant shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage, or other encumbrance upon the reversion or other estate of the Township, or of any interest of the Township in the Leased Premises or in the buildings or any Improvements thereon. Tenant shall make no alterations, additions, or improvements to the Leased Premises without the Township's prior written consent, which may be withheld for any reason in the Township's sole judgment. Should Tenant cause any alterations, rebuilding, replacements, changes, additions, improvements, or repairs to be made to the Leased Premises or the buildings or any Improvements thereon, or labor performed or material furnished therein, thereon, or thereto, neither the Township nor the Leased Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, rebuilding, replacements, changes, additions, improvements, repairs, labor, and material, shall be made, furnished, and performed at Tenant's expense, and Tenant shall be solely and wholly responsible to the contractors, laborers, and materialmen furnishing and performing such labor and material. All alterations, additions or improvements shall immediately become the property of the Township and shall remain upon and be surrendered with the Leased Premises at the expiration or earlier termination of this Lease Agreement.

B. If, because of any act or omission (or alleged act or omission) of Tenant, any mechanic's or other lien, charge, or order for the payment of money shall be filed against the Leased Premises, any buildings, or any Improvements thereon, or against the Township (whether or not such lien, charge, or order is valid or enforceable as such), Tenant shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within ten (10) days after notice to Tenant of the filing thereof. If Tenant shall fail to cause such lien to be discharged of record within such ten (10) day period, the Township may cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto. The cost to the Township for removal of such lien will be charged with interest and costs to Tenant as Additional Rent and will be payable in lump sum in addition to the next immediate rent payment. If the additional rent occurs following the final rent payment, the amount shall become immediately due and owing upon written notice from the Township. Tenant shall indemnify and hold the Township harmless against any and all claims, costs, damages, liabilities and expenses (including reasonable attorney fees) which may be brought or imposed against or incurred by the Township by reason of any such lien or its discharge.

C. This Lease, and Tenant's leasehold interest in the Leased Premises, shall not be a lien against the Leased Premises, and shall be and remain junior and subordinate to any present or future lien or encumbrance, including all present and future easements, imposed on the Leased Premises.

19. SOLICITATION

Tenant warrants that no person has been employed directly or indirectly to solicit or secure this Lease Agreement in violation of the provisions of N.J.S.A. 52:34-19 and that the laws of the State of New Jersey relating to the procurement and performance of this Lease Agreement have not been violated by any conduct of Tenant, including the paying or giving directly or indirectly of any fee, commission, compensation, gift, gratuity, or consideration of any kind to any State employee, officer, or official.

20. AMENDMENTS

The parties hereto agree that this Lease Agreement may be amended, supplemented, changed, modified, or altered upon mutual agreement of the parties hereto made in writing.

21. ENTIRE AGREEMENT

The parties hereto agree that this Lease Agreement represents the entire agreement between the parties; all negotiations, oral agreements, and understandings are merged herein.

22. HOLD OVER TENANCY

If the Township permits Tenant to remain in possession of the Leased Premises after expiration of this Lease Agreement without having executed a new written lease with the Township, then Tenant shall occupy the Leased Premises subject to all terms, covenants, and conditions contained in this Lease Agreement. Such holding over by Tenant shall not constitute a renewal or extension of this Lease Agreement nor shall the Township be deemed to have granted permission to Tenant to remain in possession of the Lease Premises. The Township may, at its option, elect to treat Tenant as one who has not removed at the end of its term and thereupon reserves and shall be entitled to all the remedies it may have against Tenant provided by law.

23. NOTICES

The parties hereto agree that all submissions, approvals, and notices which may be required under this Lease Agreement shall be forwarded by Certified Mail, Return Receipt Requested, or by reputable overnight carrier, and addressed as follows:

Township: Township of Plainsboro
641 Plainsboro Road
Plainsboro, New Jersey 08536
Attn: Township Administrator

Copy: Parker McCay P.A.
3840 Quakerbridge Road, Suite 200
Hamilton, New Jersey 08619
Attn: Michael Herbert, Esq.

Tenant:

24. SUPERSEDES PRIOR AGREEMENTS

This Lease supersedes and cancels all previous leases, permits, or agreements covering the Leased Premises and represents the entire agreement between the parties. All negotiations, oral agreements, and understandings are merged herein.

25. INDEPENDENT PRINCIPAL

Tenant shall, at all times, act as an independent principal and not as an agent or employee of the Township. Tenant agrees not to enter into any agreement or commitment on the Township's behalf.

256 WAIVER; CUMULATIVE REMEDIES

Failure of either party to this Lease to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of breach of any provision of this Lease shall be deemed a waiver of breach of any other provision or a consent to any subsequent breach of the same or any other provision. The consent to or approval of any action on any one occasion by either party hereto shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, by reason of a breach by the other party, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with any other right or remedy, and any two or more or all of such rights and remedies may be exercised at the same time. Acceptance by either party of any of the benefits of this Lease with knowledge of any breach thereof by the other party shall not be deemed a waiver by the party receiving the benefit of any rights or remedies to which it is entitled hereunder or by law.

27. SUCCESSION AND BINDING AGREEMENT

Except as otherwise set forth herein, all of the terms and provisions of this Lease Agreement shall be binding upon and shall inure to the benefit of the successors and assignees of the Township and Tenant's successors and assigns.

28. SEVERABILITY

If any term or provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term and provision of this Lease Agreement, shall be valid and be enforced to the fullest extent permitted by law.

29. HEADINGS

The article, paragraph, and subparagraph headings throughout this Lease Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease Agreement.

30. GOVERNING LAW

This Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey. The parties consent and stipulate unconditionally and irrevocably to the exclusive jurisdiction of the federal and state courts located in Middlesex County in any subsequent proceeding to enforce or seek damages or other relief under this Lease Agreement.

31. NO THIRD PARTY BENEFICIARIES

There shall be no third party beneficiaries of this Lease Agreement, and no person, firm, or entity not a party to this Lease Agreement shall be entitled to claim any right, benefit, or presumption from, or estoppel by, this Lease Agreement.

32. NEGOTIATED DOCUMENT

Each and every provision of this Lease Agreement has been independently, separately, and freely negotiated by the parties as if this Lease Agreement were drafted by all parties hereto. The parties therefore waive any statutory or common law presumption which would serve to have this document construed in favor of or against any party as the drafter hereof.

33. EARLY TERMINATION FOR RETIREMENT, DEATH OR DISABILITY.

Retirement. Notwithstanding anything contained herein to the contrary, the Tenant shall have the right to terminate this Lease Agreement prior to the Expiration Date upon Tenant's decision to permanently retire from farming ("Retirement Decision"). The Tenant shall provide Landlord with written notice of such Retirement Decision by no later than Labor Day of the then-effective Lease year, in which event the early termination shall be effective as of December 31 of that year. Notwithstanding any early termination, Tenant shall be required to harvest any crops then growing on the Leased Premises, as well as comply with the provisions of Paragraph 17 of this Lease Agreement.

Notwithstanding the foregoing, Tenant may request in writing, upon issuance of a Retirement Decision, that Township consent to Tenant's assignment of this Lease to a new farmer. Such consent may be granted or withheld by the Township in its sole discretion. If Township agrees to any assignment, same shall be in written form approved by the Township and executed by Tenant and the assignee.

Death; Disability. Notwithstanding anything contained herein to the contrary, in the event of Tenant's death or disability which renders the Tenant unable to farm the Property, the Tenant or his representatives shall have the right to terminate this Lease Agreement prior to the Expiration Date, upon sixty (60) days' written notice. Notwithstanding any early termination, Tenant or Tenant's representatives shall be required to comply with the provisions of Paragraph 17 of this Lease Agreement, as well as either harvest any crops then growing on the Leased Premises or mow the fields at the Leased Premises, by December 31 of the current lease year. In addition, if Tenant is currently in default as of the date Tenant or Tenant's representative sends an early termination notice, such default must be cured prior to the effective date of the early termination. Notwithstanding the provisions of Paragraph 17.iii of this Lease Agreement, upon any such early termination as noted above, the Tenant's obligation to pay Rent shall cease as of the effective date of the early termination.

[Signature Page Follows]

IN WITNESS WHEREOF, the Township and Tenant have duly executed this Lease Agreement, effective on the date hereinbelow set forth.

Attest:

TOWNSHIP:
TOWNSHIP OF PLAINSBORO

By: _____
Name:
Title: Township Clerk

By: _____
Name:
Title: Mayor

Witness:

TENANT:

By: _____
Name:

By: _____
Name:
Title:

EXHIBIT A
LEASED PREMISES

authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Township Committee of the Township of Plainsboro in the County of Middlesex finds it advisable and necessary to increase its CY 2026 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Township Committee hereby determines that a 3.5% increase in the budget for said year, amounting to \$ 403,171.20 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Township Committee hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Township Committee of the Township of Plainsboro, in the County of Middlesex, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2026 budget year, the final appropriations of the Township of Plainsboro shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$ 940,732.80, and that the CY 2026 municipal budget for the Township of Plainsboro be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

VOTE: YATES, YES; BANDER, YES; LEWIS, YES; NABI, YES; SHARMA, YES.

This being the time and place for a public hearing on, BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF PLAINSBORO, IN THE COUNTY OF MIDDLESEX, NEW JERSEY, APPROPRIATING \$9,487,490 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$7,483,500 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF, the Mayor opened the meeting for comments from the public.

There being no comments, it was MOVED by LEWIS and seconded by BANDER that the public comment portion of the meeting be closed.

VOTE: YATES, YES; BANDER, YES; LEWIS, YES; NABI, YES; SHARMA, YES.

It was MOVED by SHARMA and seconded by BANDER that the Ordinance be adopted.

VOTE: YATES, YES; BANDER, YES; LEWIS, YES; NABI, YES; SHARMA, YES.

O-26-08 BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF PLAINSBORO, IN THE COUNTY OF MIDDLESEX, NEW JERSEY, APPROPRIATING \$9,487,490 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$7,483,500 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

BE IT ORDAINED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF PLAINSBORO, IN THE COUNTY OF MIDDLESEX, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Township of Plainsboro, in the County of Middlesex, New Jersey (the "Township"), as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$9,487,490, including a (i) a grant in the amount of \$952,000 from the State of New Jersey Economic Development Authority COOL Program (the "\$952,000 NJEDA Grant") and funds in the amount of \$153,509 from PSE&G (the "\$153,509 PSE&G Funds") for the replacement of the heating, ventilation and air conditioning roof unit, lighting fixtures and tinted glass, as more fully described in Section 3(b), (ii) a grant in the amount of \$358,617 from the State of New Jersey Department of Transportation (the "NJDOT Grant") for Cranbury Road paving from George Davison Road to the bridge, as more fully described in Section 3(e)(iii), and (iii) a grant in the amount of \$123,755 from the State of New Jersey Economic Development Authority COOL Program (the "\$123,755 NJEDA Grant"; and together with the \$952,000 NJEDA Grant and the NJDOT Grant, the "State Grants") and funds in the amount of \$135,724 from PSE&G (the "\$135,724 PSE&G Funds"; and together with the \$153,509 PSE&G Funds, the "PSE&G Funds") for the replacement of an air conditioning unit at the Recreation Building, as more fully described in Section 3(e)(v), and further including the aggregate sum of \$280,385 as the several down payments for the improvements or purposes required by the Local Bond Law. Pursuant to N.J.S.A. 40A:2-11(c), no down payment is provided for the cost of the improvements or purposes as more fully described in Sections 3(b), 3(e)(iii) and 3(e)(v) hereof, since such improvements or purposes are being partially funded by the State Grants. The down payments have been made 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 several improvements or purposes not covered by application of the several down payments, the State Grants and the PSE&G Funds, negotiable bonds are hereby authorized to be issued in the principal amount of \$7,483,500 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. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
a) <u>Finance:</u> Revaluation of all properties, including all related costs and expenditures incidental thereto.	\$816,000	\$777,000	10 years
b) <u>Library:</u> Replacement of the heating, ventilation and air conditioning roof unit, lighting fixtures and tinted glass, including all related costs and expenditures incidental thereto and further including all work and materials necessary therefor and incidental thereto.	\$2,400,011 (Includes the \$952,000 NJEDA Grant and the \$153,509 PSE&G Funds)	\$1,294,502	15 years
c) <u>Public Safety:</u> Acquisition of body cameras, fleet cameras and tasers, including all related costs and expenditures incidental thereto.	\$861,000	\$820,000	10 years
d) <u>Planning:</u> (i) Master Plan Update – Recreation Inventory Via Land Conservatory, including all related costs and expenditures incidental thereto.	\$30,000	\$28,500	15 years

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
(ii) New Jersey Department of Transportation Design Assistance Program for street improvements to Schalks Crossing Bridge (Pedestrian Phase 2), including all related costs and expenditures incidental thereto.	\$172,000	\$163,500	10 years
e) <u>Public Works:</u>			
(i) Acquisition of a medium duty truck and accessories, a pick-up truck with snow plow, a sidewalk plow and a salter/brine vehicle, including all related costs and expenditures incidental thereto.	\$379,000	\$360,500	5 years
(ii) Road maintenance improvements to various roads, including, but not limited to, catch basins, street signage and striping, and road improvements to Schalks Crossing Road, Scudders Mill Road and Plainsboro Road, all as more fully described on lists on file in the Office of the Clerk, which lists are hereby incorporated by reference as if set forth at length, including all work and materials necessary therefor and incidental thereto.	\$2,675,000	\$2,547,365	10 years

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
(iii) Paving of Cranbury Road from George Davison Road to the bridge, including all work and materials necessary therefor and incidental thereto.	\$1,000,000 (Includes the NJDOT Grant)	\$641,383	10 years
(iv) Various building and recreation improvements and the acquisition of equipment, all as more fully described on lists on file in the Office of the Clerk, which lists are hereby incorporated by reference as if set forth at length, including all related costs and expenditures incidental thereto and further including all work and materials necessary therefor and incidental thereto.	\$190,000	\$180,500	10 years
(iv) CME engineering road design and inspection costs, including all related costs and expenditures incidental thereto.	\$300,000	\$285,000	15 years
(v) Replacement of an air conditioning unit at the Recreation Building, including all related costs and expenditures incidental thereto and further including all work and materials necessary therefor and incidental thereto.	\$259,479 (Includes the \$123,755 NJEDA Grant and the \$135,724 PSE&G Funds)	\$0	N/A

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
f) <u>Recreation:</u>			
(i) Acquisition of a banner printer for recreation and other departments, including all related costs and expenditures incidental thereto.	\$5,000	\$4,750	5 years
(ii) Acquisition and installation of pickleball lights at the multi-use recreation area and an alarm system for the Plainsboro Preserve, including all related costs and expenditures incidental thereto and further including all work and materials necessary therefor and incidental thereto.	\$195,000	\$185,500	10 years
(iii) Improvements to Wicoff House, including, but not limited to, benches, front steps, landing and post replacement, including all work and materials necessary therefor and incidental thereto.	\$135,000	\$128,500	10 years
g) <u>Information Technology:</u>			
Acquisition of various computer equipment, including, but not limited to, personal computers, laptops and other related equipment, including all related costs and expenditures incidental thereto.	<u>\$70,000</u>	<u>\$66,500</u>	5 years

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
Totals:	<u>\$9,487,490</u>	<u>\$7,483,500</u>	

The amount of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the down payment for each purpose, the State Grants and the PSE&G Funds, as applicable.

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 Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township 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 improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements or purposes that the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.
- (b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 10.78 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 Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$7,483,500, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

- (d) An aggregate amount not exceeding \$1,500,000 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 purposes or improvements.

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

Section 8. Any grant moneys received, other than those referred to in Section 1 hereto, for the purposes or improvements described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements 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 Township 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 Township and to execute such disclosure document on behalf of the Township. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township 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 Township 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 Township fails to comply with its undertaking, the Township 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 Township 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 Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township 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.

VOTE: YATES, YES; BANDER, YES; LEWIS, YES; NABI, YES; SHARMA, YES.

This being the time and place for a public hearing on, AN ORDINANCE TO SUPPLEMENT PART II GENERAL LEGISLATION, CHAPTER 96 ENTITLED 'VEHICLES AND TRAFFIC' OF THE CODE OF THE TOWNSHIP OF PLAINSBORO, the Mayor opened the meeting for comments from the public.

Arun Bantval, 36 Hamilton Lane, requested clarification regarding the proposed changes and stated that the related changes would affect his commute.

The Township Administrator advised the resident that this is a traffic calming measure as part of the project scope for the Research way sidewalk and crosswalk.

There being no further comments, it was MOVED by NABI and seconded by SHARMA that the public comment portion of the meeting be closed.

VOTE: YATES, YES; BANDER, YES; LEWIS, YES; NABI, YES; SHARMA, YES.

It was MOVED by YATES and seconded by SHARMA that the Ordinance be adopted.

VOTE: YATES, YES; BANDER, YES; LEWIS, YES; NABI, YES; SHARMA, YES.

O-26-09 AN ORDINANCE TO SUPPLEMENT PART II GENERAL LEGISLATION, CHAPTER 96 ENTITLED 'VEHICLES AND TRAFFIC' OF THE CODE OF THE TOWNSHIP OF PLAINSBORO

WHEREAS, the Township of Plainsboro desires to supplement the Township Code to designate a speed limit along College Road (East and West) is as recommended by the Township Police and the Township Engineer; and

WHEREAS, the Research Way sidewalk and crosswalk project encompasses traffic calming measures as part of its scope.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Plainsboro, as follows:

SECTION I

The Code of the Township of Plainsboro, New Jersey, Part II General Legislation, Chapter 96 'Vehicles and Traffic', Article VI 'Schedules', Section 96-15 'Schedule VI: Speed Limits' shall be supplement as follows:

The College Road East speed limit of 40 mph is reduced to 30 mph 400 feet from the crosswalk, in both directions (east and west) at the intersection of College Road East and Research Way. At the 400 feet mark, there is a 30mph sign, a series of thermoplastic rumble strips, road narrowing markers, and a visual speed display to further alert drivers of the 10 mph drop in speed.

SECTION II

In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged to be invalid, and the remaining portions of the Ordinances shall be deemed severable therefrom and shall not be affected.

SECTION III

This ordinance shall take effect upon final passage and publication in accordance with the law.

VOTE: YATES, YES; BANDER, YES; LEWIS, YES; NABI, YES; SHARMA, YES.

The Township Administrator presented the 2026 Municipal Budget. The 2026 budget totals \$4,408,615,815 compared to \$4,448,537,159 in 2025. The budget will have a municipal tax rate 2.3 cents, an amount of approximately \$99 annually or \$8.25 per month per average household.

The Mayor expressed appreciation to the Administrator and the staff for conducting a comprehensive budget process.

The Mayor then opened the meeting for comments from the public. There being none, it was MOVED by BANDER and seconded by NABI that the public hearing be closed.

VOTE: YATES, YES; BANDER, YES; LEWIS, YES; NABI, YES; SHARMA, YES.

It was MOVED by SHARMA and seconded by BANDER that the following Resolution be approved:

R-26-136

RESOLUTION BUDGET ADOPTION FOR YEAR 2026

See Attachment

(SEE EXHIBIT "C" PAGE 1 OF 2 INCLUSIVE)

It was MOVED by LEWIS and seconded by BANDER that the bills on the attached list be paid.

(SEE EXHIBIT "D" PAGE 1 OF 16 INCLUSIVE)

VOTE: YATES, YES; BANDER, YES; LEWIS, YES; NABI, YES; SHARMA, YES.

There being no further business, the meeting was recessed at 7:16 p.m. to go into the agenda session.

The agenda portion was discussed and reviewed for action at the next regular scheduled meeting of June 10, 2026.

The Township Administrator provided updates on Community Park Picnic Area, Library Park, Community Gardens and the new Preserve manager.

The Township Committeepersons gave updates on the respective committees that are overseen for the liaison reports.

The Mayor opened the meeting for comments from the public.

There being no further comments, it was MOVED by BANDER and seconded by NABI to close the public comment portion of the meeting.

VOTE: YATES, YES; BANDER, YES; LEWIS, YES; NABI, YES; SHARMA, YES.

There being no further business, it was MOVED by BANDER and seconded by NABI that the meeting was adjourned at 7:31 p.m. to go into executive session.

VOTE: YATES, YES; BANDER, YES; LEWIS, YES; NABI, YES; SHARMA, YES.

Carol J. Torres, Assistant Administrator/Clerk

SECTION 2 - UPON ADOPTION FOR YEAR 2026

RESOLUTION

Be it Resolved by the COMMITTEEPERSONS of the TOWNSHIP
of PLAINSBORO County of MIDDLESEX that the budget hereinbefore set forth is hereby
adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$ 21,893,682.33 (Item 2 below) for municipal purposes, and
(b) \$ - (Item 3 below) for school purposes in Type I School Districts only (N.J.S.A. 18A:9-2) to be raised by taxation and,
(c) \$ - (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in
Type II School Districts only (N.J.S.A. 18A:9-3) and certification to the County Board of Taxation of
the following summary of general revenues and appropriations.
(d) \$ 456,218.22 (Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy
(e) \$ - (Sheet 44) Arts and Culture Trust Fund Levy
(f) \$ 1,935,955.99 (Item 5 Below) Minimum Library Tax

RECORDED VOTE
(Insert last name)

Ayes

Yates
Bander
Lewis
Nabi
Sharma

Nays

n/a

Abstained

n/a

Absent

n/a

SUMMARY OF REVENUES

1. General Revenues			
Surplus Anticipated	08-100	\$	7,500,000.00
Miscellaneous Revenues Anticipated	13-099	\$	9,558,428.86
Receipts from Delinquent Taxes	15-499	\$	500,000.00
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSED (Item 6(a), Sheet 11)	07-190	\$	21,893,682.33
3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:			
Item 6, Sheet 42	07-195	\$	-
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191	\$	-
TOTAL AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY		\$	-
4. To Be Added TO THE CERTIFICATE FOR THE AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:			
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191		
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY TAX			
	07-192	\$	1,935,955.99
Total Revenues	13-299	\$	41,388,067.18

Sheet 41

SUMMARY OF APPROPRIATIONS

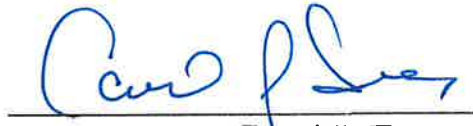
5. GENERAL APPROPRIATIONS:	XXXXXX	XXXXXXXXXXXXXX
Within "CAPS"	XXXXXX	XXXXXXXXXXXXXX
(a & b) Operations Including Contingent	34-201	\$ 24,301,783.35
(e) Deferred Charges and Statutory Expenditures - Municipal	34-209	\$ 3,886,494.39
(g) Cash Deficit	46-885	\$ -
Excluded from "CAPS"	XXXXXX	XXXXXXXXXXXXXX
(a) Operations - Total Operations Excluded from "CAPS"	34-305	\$ 4,732,542.86
(c) Capital Improvements	44-999	\$ 967,000.00
(d) Municipal Debt Service	45-999	\$ 6,379,720.00
(e) Deferred Charges - Municipal	46-999	\$ 145,526.58
(f) Judgments	37-480	\$ -
(n) Transferred to Board of Education for Use of Local Schools (N.J.S.A. 40:48-17.1 & 17.3)	29-405	\$ -
(g) Cash Deficit	46-885	\$ -
(k) For Local District School Purposes	29-410	\$ -
(m) Reserve for Uncollected Taxes	50-899	\$ 975,000.00
6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICT ONLY (N.J.S.A. 40A:4-13)	07-195	
Total Appropriations	34-499	\$ 41,388,067.18

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the 27th day of May, 2026. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2026 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this 27th day of May, 2026, _____, Clerk

Signature

I hereby certify the attached is a true copy of a Bill List approved by the Township Committee of the Township of Plainsboro at a meeting held on May 27th, 2026.



Carol J. Torres
Township Clerk

VERALP00	V.E. RALPH & SON INC.	26-00831	FD Quote 116829 Delibtech Ball	\$188.70	\$0.00
	Extd Total: FIRE			\$3,039.24	

Budget Account		Description							
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type			
6-01-20-105-001-212	HUMAN RES Employee Tests								
SOUTHE00	SPORTS ENGINE NCSI	26-01101	Background Checks	\$74.00	\$0.00				
	Extd Total: HUMAN RESOURCES			\$74.00					
	Department Total: HUMAN RES			\$74.00					
Department:MAYOR/COMMIT.									
Extd:MAYOR/COMMITTEE									
6-01-20-110-001-206	MAYOR/COMMIT. Meals								
CANCRO00	ANTHONY CANCRO	26-01147	Coffee w/Mayor 5/13/26 (Icon)	\$54.90	\$0.00				
	Extd Total: MAYOR/COMMITTEE			\$54.90					
	Department Total: MAYOR/COMMIT.			\$54.90					
Department:CLERK									
Extd:TOWNSHIP CLERK									
6-01-20-120-001-224	CLERK Advertising								
THEHOM00	GANNETT NJ NEWSPAPERS	26-00477	Legal Ad No.12086008	\$13.26	\$0.00				
	Extd Total: TOWNSHIP CLERK			\$13.26					
	Department Total: CLERK			\$13.26					
Department:FINANCE									
Extd:FINANCE ADMINISTRATION									
6-01-20-130-001-201	FINANCE Dues/Membership								
MAYERS00	GREGORY S. MAYERS	26-01121	Reimbursement of AICPA Dues	\$360.00	\$0.00				
6-01-20-130-001-202	FINANCE Conf/Convention								
GFOANJ00	G.F.O.A. OF NEW JERSEY	26-01123	2026 FALL CONF - EHAB SALAMA	\$450.00	\$0.00				
6-01-20-130-001-305	FINANCE Consultant								
RMDLLC00	RMD ASSOCIATES LLC	26-01066	QPA SERVICES MAY 2026	\$1,250.00	\$0.00				
	Extd Total: FINANCE ADMINISTRATION			\$2,060.00					
	Department Total: FINANCE			\$2,060.00					
Department:TAX COLLECTION									
Extd:TAX COLLECTION									
6-01-20-145-001-201	TAX COLLECTION Dues/Membership								
TAXCOL04	TAX COLL&TREAS ASSN/CENTRAL	26-01102	2026 Membership	\$100.00	\$0.00				
	Extd Total: TAX COLLECTION			\$100.00					
	Department Total: TAX COLLECTION			\$100.00					
Department:TAX ASSESSOR									
Extd:TAX ASSESSOR									
6-01-20-150-001-201	TAX ASSESSOR Dues/Membership								
MUNASS00	MUN. ASSESS ASSOC MIDDLE COUN	26-01047	2026 COUNTY/STATE DUES	\$225.00	\$0.00				

Budget Account		Description				
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
6-01-20-150-001-202	TAX ASSESSOR Conf/Convention					
MCAAO000	MCAA	26-01050	MCAA CONFERENCE	\$140.00	\$0.00	
6-01-20-150-001-294	TAX ASSESSOR Legal-TaxAppeal					
DIFRAN01	DIFRANCESCO BATEMAN PC	26-00952	GENERAL TAX APPEAL ADVICE	\$6,210.00	\$0.00	
DIFRAN01	DIFRANCESCO BATEMAN PC	26-00970	GENERAL TAX APPEAL ADVICE	\$11,350.88	\$0.00	
				\$17,560.88		
	Extd Total: TAX ASSESSOR			\$17,925.88		
	Department Total: TAX ASSESSOR			\$17,925.88		
Department:LEGAL						
Extd:LEGAL SERVICES						
6-01-20-165-001-291	LEGAL Legal - Labor					
CLEARY00	CLEARY GIACOBBE ALFIERI JACO	26-01128	April legal Labor	\$6,237.60	\$0.00	
	Extd Total: LEGAL SERVICES			\$6,237.60		
	Department Total: LEGAL			\$6,237.60		
Department:ENGINEERING						
Extd:ENGINEERING SERVICES & COSTS						
6-01-20-165-001-310	ENGINEERING Engineering (DPW)					
CMEASS00	CME ASSOCIATES	26-01132	STORMWATER REPORT	\$339.00	\$0.00	
	Extd Total: ENGINEERING SERVICE			\$339.00		
	Department Total: ENGINEERING			\$339.00		
	CAFR Total: General Government			\$32,057.26		
CAFR:Code Enforcement						
Department:CONSTRUCTION						
Extd:CONSTRUCTION OFFICIAL						
6-01-22-195-001-255	CONSTRUCTION Maint - Vehicle					
WINDSO01	WINDSOR CAR WASH INC.	26-01077	Car Wash Books	\$1,000.00	\$0.00	
	Extd Total: CONSTRUCTION OFFICI			\$1,000.00		
	Department Total: CONSTRUCTION			\$1,000.00		
	CAFR Total: Code Enforcement			\$1,000.00		
CAFR:Insurance						
Department:INSURANCE						
Extd:LIABILITY INSURANCE						
6-01-23-210-001-328	INSURANCE - Liability					
NORTHA00	NORTH AMER INSURANCE MGMT	26-01140	Supplemental Volunteer Policy	\$535.00	\$0.00	
	Extd Total: LIABILITY INSURANCE			\$535.00		
	Department Total: INSURANCE			\$535.00		

Budget Account	Description					
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
Department:GROUP INS						
Extd:GROUP INSURANCE						
6-01-23-220-001-326 GROUP INS Employee Group - IN CAP						
DELTAD00	DELTA DENTAL	26-01155	June 2026 Dental	\$11,697.19		\$0.00
Extd Total: GROUP INSURANCE				\$11,697.19		
Department Total: GROUP INS				\$11,697.19		
CAFR Total: Insurance				\$12,232.19		
CAFR:Public Safety Functions						
Department:POLICE						
6-01-25-240-001-201 POLICE Dues/Membership						
NJSTAT01	NJ STATE ASSN CHIEFS OF POLICE	26-01086	Accreditation Program Fee 2026	\$1,667.00		\$0.00
6-01-25-240-001-203 POLICE Seminars						
JHARRI00	J. HARRIS ACADEMY POLICE TRAINING	26-00274	Training - D. Bowen	\$189.00		\$0.00
6-01-25-240-001-211 POLICE-Cleaning/Repair Uniform						
MAYFLO00	PRINCETON MAYFLOWER LLC	26-01139	Dry Cleaning April 2026 Inv	\$1,509.30		\$0.00
6-01-25-240-001-216 POLICE Physicals						
PENNM00	TRUSTEES OF UNIV PENNSYLVANIA	26-01087	Pre Emp Crane / Matos-Ramos	\$1,046.00		\$0.00
6-01-25-240-001-255 POLICE Maint - Vehicle						
AMERIC19	AMERICAN TIRE AUTO CARE INC.	26-01028	Tires - PD Vehicles	\$2,580.00		\$0.00
VERALP00	V.E. RALPH & SON INC.	26-01129	PD Vehicle AED Supplies	\$1,030.44		\$0.00
				\$3,610.44		
6-01-25-240-001-702 POLICE Computer Software						
TRANSO00	TRANSOURCE SERVICES CORP	26-00806	Galaxy Tablet Cases	\$228.68		\$0.00
COMCAS02	COMCAST	26-01085	PD Invoice April-May 2026	\$289.80		\$0.00
COMCAS02	COMCAST	26-01086	PD SPC Account Apr-May	\$24.98		\$0.00
				\$543.46		
Extd Total:				\$8,565.20		
Extd:FIRST AID ORGANIZATION-EMT						
6-01-25-240-002-238 EMT Sup-First Aid						
VERALP00	V.E. RALPH & SON INC.	26-00728	LUCAS 2/3 Battery	\$1,856.00		\$0.00
Extd Total: FIRST AID ORGANIZATION				\$1,856.00		
Department Total: POLICE				\$10,421.20		
Department:UNIFORM FIRE						
Extd:FIRE						
6-01-25-265-002-210 FIRE Uniforms/Shoes						
GALLSI00	GALL'S LLC	26-00412	FD Badges	\$7,193.21		\$0.00
6-01-25-265-002-246 FIRE Elec /Battery						

Budget Account	Description					
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
6-01-25-265-002-246	FIRE Elec /Battery		Account Continued			
MOTOR001	MOTOROLA SOLUTIONS INC	26-00485	FD Radio Quote 518-12926	\$681.60	\$0.00	
6-01-25-265-002-251	FIRE Maint - Equip					
MOTOR001	MOTOROLA SOLUTIONS INC	26-00485	FD Radio Quote 518-12926	\$2,560.00	\$0.00	
6-01-25-265-002-252	FIRE Maint-Bldg&Gnds					
WBMA000	W.B. MASON COMPANY INC.	26-01089	Fire Department - Napkins	\$97.68	\$0.00	
6-01-25-265-002-255	FIRE Maint - Vehicle					
CUSTOM02	CUSTOM BANDAG INC.	26-00806	Quote 20507 Fr. Tires	\$2,855.60	\$0.00	
WCAMPB01	W CAMPBELL SUPPLY CO LLC	26-01131	FD Vehicle Maintenance	\$7,225.15	\$0.00	
				<u>\$10,080.75</u>		

Extd Total: FIRE \$20,613.24

Department Total: UNIFORM FIRE \$20,613.24

CAFR Total: Public Safety Functions \$31,034.44

CAFR:Public Works Functions

Department:CONSERV/RECYCL

Extd:CONSERVATION/RECYCLING CENTER

6-01-26-305-001-316	CONSERV/RECYCL Testing					
WATERW00	W.A.T.E.R. WORKS LABORATORY	26-01034	Well Testing	\$9,890.00	\$0.00	
	Extd Total: CONSERVATION/RECYC			<u>\$9,890.00</u>		
	Department Total: CONSERV/RECYC			\$9,890.00		

Department:BLDGS & GNDS

Extd:BLDGS & GNDS

6-01-26-310-001-232	BLDGS & GNDS Supp-Custodial					
WBMA000	W.B. MASON COMPANY INC.	26-01103	Paper Towels	\$1,074.24	\$0.00	
6-01-26-310-001-251	BLDGS & GNDS Maint - Equip					
EMRPOW00	EMR POWER SYSTEMS, LLC	26-00428	Fire Dept:Various Replacements	\$2,285.98	\$0.00	
CSLWAT00	CSL WATER QUALITY INC.	26-01078	Water Treatment: May	\$1,200.00	\$0.00	
EVERON00	IRIS GROUP HOLDINGS LLC	26-01084	Service Call	\$468.00	\$0.00	
				<u>\$3,953.98</u>		

6-01-26-310-001-410	BLDGS & GNDS Fees/Permits					
TREAS417	TREASURER STATE OF NEW JERS	26-01043	Air Quality Permit	\$1,685.00	\$0.00	
TREASU17	TREASURER STATE OF NEW JERS	26-01161	INSPECTION FEE	\$258.00	\$0.00	
				<u>\$1,943.00</u>		

Extd Total: BLDGS & GNDS \$6,971.22

Department Total: BLDGS & GNDS \$6,971.22

CAFR Total: Public Works Functions \$16,861.22

CAFR:Parks and Recreation

Department:SENIOR CITIZEN

Extd:RECREATION

Budget Account		Description				
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
6-01-28-370-001-382	RECREATION Programs-Other					
SHOPRI00	SAKER SHOP RITES INC.	26-00919	CB Special Needs Spring	\$3.99	\$0.00	B
6-01-28-370-001-385	RECREATION Summer Programs					
BIGSEN00	BIGS ENTERPRISES INC	26-00229	KS-Pre-K Camp Session I	\$350.00	\$0.00	
SSARTS00	S&S WORLDWIDE INC.	26-00683	SM Preserve Summer Programs	\$90.85	\$0.00	B
				<u>\$440.85</u>		
	Extd Total: RECREATION			\$444.84		
	Department Total: SENIOR CITIZEN			\$444.84		
Department:MAINT OF PARKS						
Extd:MAINTENANCE OF PARKS						
6-01-28-375-001-240	MAINT OF PARKS Motor Veh Parts					
CHERRY00	CHERRY VALLEY TRACTOR SALES	26-00660	Kubota Mowers service	\$1,208.56	\$0.00	
6-01-28-375-001-373	MAINT OF PARKS Equip Rental					
JOHNNY01	JOHNNY ON THE SPOT LLC	26-01061	Blanket: Monthly Service	\$393.78	\$0.00	B
	Extd Total: MAINTENANCE OF PARKS			\$1,602.34		
	Department Total: MAINT OF PARKS			\$1,602.34		
	CAFR Total: Parks and Recreation			\$2,047.18		
CAFR:Education						
Department:LIBRARY						
Extd:MUNICIPAL LIBRARY						
6-01-29-390-001-393	LIBRARY Statutory Obligation					
BOARD000	BD TRUSTEES-PLAINSBORO LIBRARY	26-00854	Library Support Apr-June 2026	\$172,981.00	\$0.00	B
	Extd Total: MUNICIPAL LIBRARY			\$172,981.00		
	Department Total: LIBRARY			\$172,981.00		
	CAFR Total: Education			\$172,981.00		
CAFR:Other Common Oper. Functions						
Department:CELB PUB EVENT						
Extd:CELB PUB EVENT						
6-01-30-420-001-383	CELB PUB EVENT Founders Day					
RMBRSK00	RMBR SKATE CO LLC	26-00923	LC Founder's Day	\$718.50	\$0.00	
	Extd Total: CELB PUB EVENT			\$718.50		
	Department Total: CELB PUB EVENT			\$718.50		
	CAFR Total: Other Common Oper. F			\$718.50		
CAFR:Utilities & Bulk Purchases						
Department:UTILITY AND BULK PURCHASES						
6-01-31-430-001-430	Electricity					

Budget Account		Description					P.O.
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	Type	
6-01-31-430-001-430	Electricity	Account Continued					
PSEG0001	PSE&G	26-01164	GAS/ELECTRIC 3/21/26 - 4/21/26	\$12,416.24	\$0.00		
PSEG0001	PSE&G	26-01166	ELECTRIC 4/13/26-5/13/26	\$41.16	\$0.00		
				<u>\$12,456.40</u>			
	Extd Total:			\$12,456.40			
	Department Total: UTILITY AND BUI			\$12,456.40			
6-01-31-435-001-435	Street Lights						
PSEG0001	PSE&G	26-01164	GAS/ELECTRIC 3/21/26 - 4/21/26	\$14,355.99	\$0.00		
	Extd Total:			\$14,355.99			
	Department Total:			\$14,355.99			
Department: UTILITY EXPENS							
6-01-31-440-001-440	Telephone						
VERIZ00	VERIZON	26-01134	FIRE 4/26/26-5/15/26	\$374.48	\$0.00		
COMCAS01	COMCAST	26-01135	BUSINESS INTERNET 5/5 - 6/4/26	\$299.80	\$0.00		
VERIZ005	VERIZON WIRELESS	26-01136	TELEPHONE - 4/4/26 - 5/3/26	\$1,015.44	\$0.00		
VERIZ005	VERIZON WIRELESS	26-01138	TELEPHONE - 4/2/26 - 5/1/26	\$266.07	\$0.00		
VERIZ005	VERIZON WIRELESS	26-01162	TELEPHONE - 4/9/26 - 5/8/26	\$1,667.57	\$0.00		
COMCAS01	COMCAST	26-01165	BUSINESS INTERNET - DPW	\$339.80	\$0.00		
COMCAS01	COMCAST	26-01183	BUSINESS INTERNET - 80 SCOTTS	\$301.75	\$0.00		
				<u>\$4,264.91</u>			
	Extd Total:			\$4,264.91			
	Department Total: UTILITY EXPENS			\$4,264.91			
6-01-31-445-001-445	Water						
ELIZAB00	NEW JERSEY AMERICAN WATER	26-01184	WATER SERVICE 4/16/26-5/14/26	\$1,225.91	\$0.00		
	Extd Total:			\$1,225.91			
	Department Total:			\$1,225.91			
6-01-31-446-001-446	Nat Gas/Propane						
PSEG0001	PSE&G	26-01164	GAS/ELECTRIC 3/21/26 - 4/21/26	\$1,298.27	\$0.00		
	Extd Total:			\$1,298.27			
	Department Total:			\$1,298.27			
6-01-31-460-001-460	Gasoline/Diesel						
NATION17	NATIONAL FUEL OIL INC.	26-00613	Blanket: Diesel/Gas	\$13,395.79	\$0.00	B	
	Extd Total:			\$13,395.79			
	Department Total:			\$13,395.79			
	CAFR Total: Utilities & Bulk Purchas			\$46,997.27			

CAFR: Shared Services

Department: POLICE

Exld:ORD#: 23-05 2023 BOND ORDINANCE

Budget Account		Description				
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
C-04-55-123-005-350 ORD:# 23-05 Section 20 Costs						
CMEASS00	CME ASSOCIATES	24-01705	Master Plan Update	\$920.00	\$0.00	B
Extd Total: ORD#: 23-05 2023 BOND				\$920.00		
Department Total:				\$920.00		
Extd:ORD#: 24-02 2024 BOND ORDINANCE						
C-04-55-124-002-350 ORD:# 24-02 Section 20 Costs						
CMEASS00	CME ASSOCIATES	24-02273	Construct Admin College Rd E	\$184.00	\$0.00	B
CMEASS00	CME ASSOCIATES	24-02367	Design and Bld P-Boro Road	\$92.00	\$0.00	B
CMEASS00	CME ASSOCIATES	25-02339	LIBRARY SQ CONSTRUCTION ADMIN	\$3,757.75	\$0.00	B
				\$4,033.75		
C-04-55-124-002-352 ORD:# 24-02 Computer Equipment						
QUIKTE00	QUIKTEKS LLC	26-01144	Recreation HVAC PC-Tkt 843270	\$366.20	\$0.00	
Extd Total: ORD#: 24-02 2024 BOND				\$4,399.95		
Department Total:				\$4,399.95		
Extd:ORD#: 25-07 2025 BOND ORDINANCE						
C-04-55-125-007-350 ORD:# 25-07 Section 20 Costs						
CMEASS00	CME ASSOCIATES	25-01933	PB RD CON ADMIN CGDN TO WG BRG	\$138.00	\$0.00	B
CMEASS00	CME ASSOCIATES	25-02182	ROAD MAINT XVIII CONSTRUCT ADM	\$2,054.50	\$0.00	B
CMEASS00	CME ASSOCIATES	25-02449	NJPDES ANNUAL STORMWATER REPT	\$2,116.25	\$0.00	B
SUBURB03	SUBURBAN CONSULTING ENGINEE	25-02632	Morris Davlson Park design	\$2,072.02	\$0.00	B
CMEASS00	CME ASSOCIATES	26-00333	DESIGN/BID 2025 DOT CB NECK RD	\$9,958.25	\$0.00	B
CMEASS00	CME ASSOCIATES	26-00334	DESIGN & BID ROAD MAINT XIX	\$31,221.75	\$0.00	B
				\$47,560.77		
C-04-55-125-007-352 ORD:# 25-07 Computer Equipment						
QUIKTE00	QUIKTEKS LLC	26-01144	Recreation HVAC PC-Tkt 843270	\$183.80	\$0.00	
C-04-55-125-007-376 ORD:# 25-07 Imp - Bldgs & Grds						
CHALLE01	CHALLENGER FENCE INC	25-02340	COMMUNITY PARK PICNIC AREA IMP	\$54,171.00	\$0.00	B
Extd Total: ORD#: 25-07 2025 BOND				\$101,915.57		
Department Total:				\$101,915.57		
CAFR Total: Utilities				\$113,507.82		
Fund Total: CAPITAL FUND				\$113,507.82		
Year Total:				\$113,507.82		
Fund:GRANT FUND - SPECIAL REVENUE						
CAFR:Federal & State Grants						
Department:CLEAN COMMUN.						
G-02-41-725-124-301 Clean Communities - 2024						
MUTTM00	ZW USA INC.	26-01011	MUTT MITTS	\$1,739.80	\$0.00	
Extd Total:				\$1,739.80		
Department Total: CLEAN COMMUN				\$1,739.80		

Budget Account	Description								P.O.
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	Type			
G-02-41-725-124-301	Clean Communities - 2024		Account Continued						
	CAFR Total: Federal & State Grants			\$1,739.80					
	Fund Total: GRANT FUND - SPECIAL			\$1,739.80					
	Year Total:			\$1,739.80					
	Fund: ANIMAL CONTROL TRUST								
	CAFR: Arts & Culture								
T-12-56-850-001-801	Animal Control Trust Expend								
MITCHE01	MITCHELL HUMPHREY & CO.	26-01023	Maintenance Fee Govt Software	\$410.00	\$0.00				
	Extd Total:			\$410.00					
	Department Total:			\$410.00					
	CAFR Total: Arts & Culture			\$410.00					
	Fund Total: ANIMAL CONTROL TRU			\$410.00					
	CAFR: Arts & Culture								
T-20-56-850-001-808	Reserve - Recreation Programs								
SCHOOL01	SCHOOL SPECIALTY LLC	26-00570	CB Equipment for Programs	\$89.92	\$0.00				
RMBRSK00	RMBR SKATE CO LLC	26-00926	LC HRC	\$335.00	\$0.00				
				\$424.92					
T-20-56-850-001-813	Reserve - Founder's Day								
FLIGHT00	FLIGHT AERIAL AND POLE DANCE	26-01036	LC-FD Aerial performance	\$2,000.00	\$0.00				
CARROT00	CARROT-TOP INDUSTRIES	26-01097	JC Founder's Day	\$122.64	\$0.00				
				\$2,122.64					
	Extd Total:			\$2,547.56					
T-20-56-850-002-804	Food Pantry Donations								
SHOPRI00	SAKER SHOP RITES INC.	26-00924	EL Food Pantry	\$359.91	\$0.00	B			
	Extd Total:			\$359.91					
	Department Total:			\$2,907.47					
	CAFR Total: Arts & Culture			\$2,907.47					
	Fund Total:			\$2,907.47					
	Year Total:			\$3,317.47					
Total Charged Lines:	185	Total List Amount:	\$497,030.88	Total Void Amount:	\$0.00				

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	5-01	\$32,837.61	\$0.00	\$32,837.61	\$0.00	\$0.00	\$32,837.61
CURRENT FUND	6-01	\$345,628.18	\$0.00	\$345,628.18	\$0.00	\$0.00	\$345,628.18
CAPITAL FUND	C-04	\$113,507.82	\$0.00	\$113,507.82	\$0.00	\$0.00	\$113,507.82
GRANT FUND - SPECI/	G-02	\$1,739.80	\$0.00	\$1,739.80	\$0.00	\$0.00	\$1,739.80
ANIMAL CONTROL TRI	T-12	\$410.00	\$0.00	\$410.00	\$0.00	\$0.00	\$410.00
	T-20	\$2,907.47	\$0.00	\$2,907.47	\$0.00	\$0.00	\$2,907.47
	Year Total:	\$3,317.47	\$0.00	\$3,317.47	\$0.00	\$0.00	\$3,317.47
Total Of All Funds:		\$497,030.88	\$0.00	\$497,030.88	\$0.00	\$0.00	\$497,030.88

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TOWNSHIP OF PLAINSBORO
Bill List By Project Id

06/21/2026

02:12 PM

Ranges				Item Status		Purchase Types		Misc			
Range: First to Last Rcvd Batch Id Range: First to Last				Open: N Void: N Paid: N Held: Y Aprv: N Rcvd: Y		Bid: Y State: Y Other: Y Exempt: Y		P.O. Type: All Format: Detail without Line Item Notes Vendors: All			
Project Id				Description							
PO #	Item	Vendor Id	Vendor Name	Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
15015 NJ American Water ROP blanket											
26-01109	1	CMEASS00	CME ASSOCIATES	NJAW ROW Permits	\$197.00	R	05/08/26	05/19/26		0396410	
26-01109	2	CMEASS00	CME ASSOCIATES	NJAW ROW Permits	\$144.50	R	05/08/26	05/19/26		0396411	
Account Total:					\$341.50						
16-16-12 Riverw at Princeton Res Devel											
26-01119	1	PARKER01	PARKER MCCAY PA	P16-12 Riverview Residential	\$460.00	R	05/08/26	05/19/26		3210528	
Account Total:					\$460.00						
16-19-16 PHCS Crescent Pkg Improvement											
26-01120	1	CMEASS00	CME ASSOCIATES	P19-16 Penn Med Crescent Park	\$630.00	R	05/08/26	05/19/26		0397313	
Account Total:					\$630.00						
17014 SBLP Riverview P/F Mjr Site PI											
26-01110	1	CMEASS00	CME ASSOCIATES	P16-12 Riverview Residential	\$1,016.00	R	05/08/26	05/19/26		0397315	
Account Total:					\$1,016.00						
19015 Maplewood Princeton Phase 2PF											
26-01111	1	CMEASS00	CME ASSOCIATES	P14-11 Maplewood Senior Living	\$52.50	R	05/08/26	05/19/26		0397312	
Account Total:					\$52.50						
23011 K Hovnanian Walk at Plainsboro											
26-01112	1	CMEASS00	CME ASSOCIATES	P22-03 Serenity Walk	\$1,667.00	R	05/08/26	05/19/26		0397310	
Account Total:					\$1,667.00						
24002 QBT Princeton Meadows Center											
26-01113	1	CMEASS00	CME ASSOCIATES	P24-01 Princeton Meadows Shopp	\$92.00	R	05/08/26	05/19/26		0397319	
Account Total:					\$92.00						

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TOWNSHIP OF PLAINSBORO
Bill List By Project Id

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Project Id	Description		Description		Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Vold Date	Invoice	PO Type
PO #	Item	Vendor Id	Vendor Name	Description							
24006			PBM Loading Docks								
26-01114	1	CMEASS00	CME ASSOCIATES	P23-01 311 Enterprise Drive	\$138.00	R	05/08/26	05/19/26		0397316	
26-01114	2	CMEASS00	CME ASSOCIATES	P23-01 311 Enterprise Drive	\$735.00	R	05/08/26	05/19/26		0395701	
			Account Total:		\$873.00						
25002			PSEG ROW #1532								
26-01115	1	CMEASS00	CME ASSOCIATES	ROW # 1532 PSEG Electric	\$46.00	R	05/08/26	05/19/26		0397295	
			Account Total:		\$46.00						
25005			Penn Medicine Cancer Center								
26-01116	1	CMEASS00	CME ASSOCIATES	P24-04 Penn Med Cancer Center	\$2,358.75	R	05/08/26	05/19/26		0397314	
			Account Total:		\$2,358.75						
25006			Aegls Parking Lot Expansion								
26-01117	1	CMEASS00	CME ASSOCIATES	P24-05 ReCap parking	\$1,282.00	R	05/08/26	05/19/26		0397309	
			Account Total:		\$1,282.00						
26003			WRV Princeton Nurs Early Start								
26-01118	1	CMEASS00	CME ASSOCIATES	P24-03 WRV Nurseries	\$3,750.00	R	05/08/26	05/19/26		0397307	
			Account Total:		\$3,750.00						

Total Charged Lines: 14 Total Project Amount: \$12,568.75 Total Vold Amount: \$0.00

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Totals by Year-Fund		
Fund Description	Fund	Project Total
	6-16	\$1,080.00
	6-17	\$11,478.75
Total Of All Funds:		\$12,558.75