

To register for the regular meeting via Zoom, please use this link:  
[https://us02web.zoom.us/meeting/register/aVlrqM8pQqW-eJK3cfpb\\_g](https://us02web.zoom.us/meeting/register/aVlrqM8pQqW-eJK3cfpb_g)

After registering you will receive a confirmation email containing information about joining the meeting.

**HOPEWELL TOWNSHIP COMMITTEE REGULAR MEETING  
MUNICIPAL BUILDING AUDITORIUM AND VIA ZOOM VIDEO  
COMMUNICATIONS**

**TENTATIVE AGENDA TO THE EXTENT KNOWN  
AMENDED 2/13/26**

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**Tuesday, February 17, 2026 – 6:30 P.M.**

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- 1. CALL MEETING TO ORDER/STATEMENT OF PROPER NOTICE BY MAYOR** – Notice of this meeting has been posted on the municipal bulletin board and forwarded to the Hopewell Valley News, the Trentonian, MercerMe and the Hopewell Express on January 6, 2026, in accordance with the Open Public Meetings Act, Chapter 231, P.L. 1975
- 2. ROLL CALL BY MUNICIPAL CLERK**
- 3. PLEDGE OF ALLEGIANCE AND SALUTE TO THE FLAG**
- 4. PRESENTATIONS**
  - A. PHOTO CONTEST PROCLAMATIONS**
  - B. FIRE DISTRICT**
- 5. ADDITIONAL ITEMS FOR MEETING AGENDA**
- 6. COMMITTEE MEMBERS AND STAFF REPORTS**
- 7. PUBLIC SECTION**

## **8. MINUTES SUBMITTED FOR APPROVAL**

- A. SPECIAL BUDGET MEETING MINUTES OF JANUARY 21, 2026
- B. SPECIAL BUDGET AND EXECUTIVE MEETING MINUTES OF JANUARY 26, 2026
- C. REGULAR AND EXECUTIVE MEETING MINUTES OF FEBRUARY 2, 2026
- D. SPECIAL BUDGET AND EXECUTIVE MEETING MINUTES OF FEBRUARY 3, 2026

## **9. ORDINANCES/INTRODUCTION AND FIRST READING**

- A. AN ORDINANCE OF THE TOWNSHIP OF HOPEWELL ADOPTING TRAFFIC REGULATIONS AMENDING THROUGH STREETS, STOP INTERSECTIONS, NO LEFT TURNS, AND PARKING RESTRICTIONS AT CERTAIN LOCATIONS, AMENDING AND SUPPLEMENTING CHAPTER VII "TRAFFIC", AND CHAPTER VIIA, "TRAFFIC SCHEDULES," OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF HOPEWELL, COUNTY OF MERCER, NEW JERSEY
- B. AN ORDINANCE OF THE TOWNSHIP OF HOPEWELL TO ACCEPT THE DONATION OF SAFETY EQUIPMENT FROM THE SPIRIT OF BLUE FOUNDATION FOR THE USE OF THE HOPEWELL TOWNSHIP POLICE DEPARTMENT
- C. ORDINANCE APPROPRIATING \$152,000.00 FROM THE OPEN SPACE CAPITAL FUND BALANCE IN AND BY THE TOWNSHIP OF HOPEWELL, IN THE COUNTY OF MERCER, STATE OF NEW JERSEY
- D. CALENDAR YEAR 2026 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)

## **10. CONSENT AGENDA**

- A. A RESOLUTION APPROVING A SALARY AND TITLE CHANGE – ABEY
- B. A RESOLUTION APPROVING A SALARY AND TITLE CHANGE – BENINATO

- C. A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT FOR THE HOPEWELL QUARRY'S 2026 GREEN ACRES PARK DEVELOPMENT GRANT APPLICATION
- D. A RESOLUTION AUTHORIZING REFUND OF TAX OVERPAYMENT – CoreLogic

## **11. RESOLUTIONS**

- A. A RESOLUTION AUTHORIZING REFUND OF TAX OVERPAYMENT – Peters
- B. A RESOLUTION APPOINTING TOMIA MAC QUEEN TO THE HOPEWELL TOWNSHIP AGRICULTURAL ADVISORY COMMITTEE
- C. RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW JERSEY HISTORIC TRUST AND COMMITTING MATCHING FUNDS FOR THE PROJECT
- D. RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR LEAF COMPOSTING AND WOOD WASTE RECYCLING
- E. A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF HOPEWELL, BOROUGH OF HOPEWELL AND BOROUGH OF PENNINGTON FOR SENIOR CENTER SERVICES
- F. A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENTS IN A NON-FAIR AND OPEN MANNER VARIOUS PROFESSIONAL MATTERS #2
- G. A RESOLUTION CANCELLING THE UNEXPENDED BALANCES IN GENERAL CAPITAL IMPROVEMENT APPROPRIATIONS
- H. A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT IN A NON-FAIR AND OPEN MANNER – SUBURBAN CONSULTING ENGINEERS, INC.

- I. A RESOLUTION AUTHORIZING THE LOCAL CANNABIS LICENSE RENEWAL OF PURE BLOSSOM, LLC FOR THE YEAR 2026
- J. A RESOLUTION TO APPROVE RATES FOR THE USERS OF THE EWING LAWRENCE SEWER AUTHORITY UTILITY
- K. A RESOLUTION ESTABLISHING A TEMPORARY CAPITAL BUDGET
- L. RESOLUTION OF THE TOWNSHIP OF HOPEWELL, COUNTY OF MERCER, NEW JERSEY, AUTHORIZING TRANSFER OF FINANCIAL AGREEMENT RELATING TO BLOCK 78.09, LOT 21
- M. RESOLUTION AUTHORIZING A CONDITIONAL CONSENT ORDER WITH FAIR SHARE HOUSING CENTER PURSUANT TO FOURTH ROUND AFFORDABLE HOUSING COMPLIANCE
- N. BILLS AND CLAIMS #1
- O. BILLS AND CLAIMS #2

**12. PUBLIC SECTION**

**13. EXECUTIVE SESSION RESOLUTION**

- Litigation
- Real Estate
- Personnel
- Contracts

**14. ADJOURNMENT**

2-17-26

4-A



**TOWNSHIP OF HOPEWELL MERCER  
COUNTY, NEW JERSEY**

*Proclamation*

**CONGRATULATING THE WINNERS OF THE 2025 HOPEWELL TOWNSHIP PHOTO  
CONTEST**

**WHEREAS**, the 2025 Photo Contest, hosted by Hopewell Township, invited photographers of all ages and abilities to enter photos from within the Township that showcased the beauty of our community; and

**WHEREAS**, an assortment of 131 photos were submitted to the contest; and

**WHEREAS**, 159 members of the community at large voted for their favorite images; and

**WHEREAS**, Sari DeCesare, Ramesh Kumar, Carrie Coward, Marisa McGilliard, Judith Fish, Linda Frank, Matthew Young, Mike Chipowsky, Daria Messner, Kai Lee, C. Wyluda, and Ranajit Bhol (the "Winners") submitted beautiful images of bucolic Hopewell Township taken in 2025; and

**WHEREAS**, the Winners' images were chosen as the top vote-getters; and

**WHEREAS**, the Winners have shared their creativity with the community; and

**WHEREAS**, the Winners' pictures are featured prominently in the 2026 Hopewell Township Municipal Calendar; and

**WHEREAS**, the Winners' pictures are now on display in the Hopewell Township Municipal Building Auditorium; and

**WHEREAS**, the Winners' pictures are now available for all members of the public to view and enjoy; and

**WHEREAS**, it is appropriate to publicly thank all who entered their beautiful work into this contest, and congratulate the winners of the 2025 Photo Contest.

**NOW THEREFORE BE IT PROCLAIMED** on this 17<sup>th</sup> day of February, 2026, the Hopewell Township Committee thanks all the members of the community who shared their photographic talent by submitting photos to the Hopewell Township 2025 Photo Contest; and

**BE IT FURTHER PROCLAIMED** that the Township Committee Sari DeCesare, Ramesh Kumar, Carrie Coward, Marisa McGilliard, Judith Fish, Linda Frank, Matthew Young, Mike Chipowsky, Daria Messner, Kai Lee, C. Wyluda, and Ranajit Bhol and thanks them for their pictures which now grace the Hopewell Township Municipal Building auditorium and our homes by their inclusion in the 2026 Hopewell Township Calendar.

*In Witness Whereof, I Hereunto Set My  
Hand and Cause to be Affixed the  
Seal of the Township of Hopewell  
This 17<sup>th</sup> day of February 2026*

2-17-26

9-A

**TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY**

**ORDINANCE #26-**

**AN ORDINANCE OF THE TOWNSHIP OF HOPEWELL ADOPTING TRAFFIC REGULATIONS AMENDING THROUGH STREETS, STOP INTERSECTIONS, NO LEFT TURNS, AND PARKING RESTRICTIONS AT CERTAIN LOCATIONS, AMENDING AND SUPPLEMENTING CHAPTER VII, "TRAFFIC," AND CHAPTER VIIA, "TRAFFIC SCHEDULES," OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF HOPEWELL, COUNTY OF MERCER, NEW JERSEY**

**BE IT ORDAINED** by the Township Committee of the Township of Hopewell in Mercer County, New Jersey as follows:

**Section 1. Amending Schedule VII: Through Streets**

Chapter VIIA, Section 7A-7, Schedule VII, entitled "Through Streets," is hereby amended by adding the following location:

Name of Street	Location
Brandon Road West	From Denow Road to NJSR Route 31

*Stop signs shall be installed on the near right side of each street intersecting the Through Street except where Yield signs are provided for in the designation.*

**Section 2. Amending Schedule VIII: Stop Intersections**

Chapter VIIA, Section 7A-8, Schedule VIII, entitled "Stop Intersections," is hereby amended by adding the following locations:

Intersection	STOP Sign On
Howe Court and Brandon Road West	Howe Court
Federal City Road and Blackwell Road	Federal City Road at the north and south approaches and Blackwell Road at the east and west approaches (All-Way Stop)

**Section 3. Amending Schedule XIII: No Left Turn**

Chapter VIIA, Section 7A-13, Schedule XIII, entitled "No Left Turn," is hereby amended by adding the following locations:

Location		Movement Prohibited	Hours
Intersection of Brandon Road West and Howe Court	Left	Left turn from Brandon Road West onto Howe Court	ALL

Location	Turn Prohibited	Movement Prohibited	Hours
Intersection of Howe Court and Brandon Road West	Left	Left turn from Howe Court onto Brandon Road West	ALL

#### **Section 4. Amending Schedule III: No Stopping or Standing (Snowfall Restrictions)**

Chapter VIIA, Section 7A-3, Schedule III, entitled "No Stopping or Standing," is hereby amended to include the following specific parking prohibitions during significant snowfall:

- **d.** Parking is specifically prohibited during significant snowfall in the six (6) parking spaces at the north end of Sandpiper Court.
- **e.** Parking is specifically prohibited during significant snowfall in the four (4) parking spaces at the west end of Hilton Court.

#### **Section 5. Repealer.**

All ordinances and resolutions or parts thereof inconsistent with this Ordinance are hereby repealed.

#### **Section 6. Severability.**

If any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall only apply to the section, paragraph, subsection, clause or provision so adjudged and the remainder of this Ordinance shall be deemed valid and effective.

#### **Section 7. Effective Date.**

This Ordinance shall take effect upon final adoption and publication in accordance with the law.

Date Introduced: February 17, 2026

Date Advertised:

Date Adopted:

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David Chait  
Mayor

Attest:

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Katherine Fenton-Newman  
Municipal Clerk

2-17-26

9-B

**TOWNSHIP OF HOPEWELL  
COUNTY OF MERCER, STATE OF NEW JERSEY**

**ORDINANCE #26-**

**AN ORDINANCE OF THE TOWNSHIP OF HOPEWELL TO ACCEPT  
THE DONATION OF SAFETY EQUIPMENT FROM THE SPIRIT OF  
BLUE FOUNDATION FOR THE USE OF THE HOPEWELL TOWNSHIP  
POLICE DEPARTMENT**

**WHEREAS**, the Township of Hopewell Police Department is committed to enhancing the safety and visibility of its patrol officers in the line of duty; and

**WHEREAS**, the Spirit of Blue Foundation, a non-profit organization dedicated to the safety and equipment needs of law enforcement, has offered to donate thirty-eight (38) Guardian Angel Elite Series personal safety lights, valued at approximately \$5,839.24, to the Hopewell Township Police Department; and

**WHEREAS**, N.J.S.A. 40A:12-5 and N.J.S.A. 40A:5-29 authorize a municipality to accept bequests, legacies, and gifts of real and personal property for public purposes; and

**WHEREAS**, the Township Committee of the Township of Hopewell has determined that the acceptance of this safety equipment is in the best interest of the Township, as it provides critical safety enhancements for its law enforcement officers at no cost to the local taxpayers.

**NOW, THEREFORE, BE IT ORDAINED**, by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey, as follows:

**SECTION 1.** The Township of Hopewell hereby formally accepts the donation of thirty-eight (38) Guardian Angel Elite Series safety lights from the Spirit of Blue Foundation.

**SECTION 2.** The Mayor, Township Administrator, and Chief of Police are hereby authorized to execute any and all documents, including any deeds of gift or acceptance forms, necessary to facilitate the transfer and receipt of said equipment.

**SECTION 3.** All donated equipment shall be utilized exclusively by the Hopewell Township Police Department in accordance with Departmental safety protocols.

**SECTION 4.** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

**SECTION 5.** This Ordinance shall take effect immediately upon final passage and publication as required by law.



SPIRIT OF BLUE

November 15, 2026

Sergeant Alexis Mirra  
Hopewell Township Police Department  
201 Washington Crossing Pennington Rd.  
Titusville, NJ 08560

Dear Sgt. Mirra,

The Spirit of Blue Foundation is pleased to inform you that the Hopewell Township Police Department has been selected to receive a Safety Equipment Grant in the form of personal lighting devices for its officers. The equipment will be sourced from Guardian Angel Devices and donated by Spirit of Blue.

This grant is primarily sponsored by a generous donation from Law Enforcement United (LEU). LEU is a national organization of active and retired law enforcement officers, along with surviving family members of lost officers, who raise money and ride an average of 250 miles on bicycles into Washington, DC each year for National Police Week to honor fallen officers.

Guardian Angel devices donated the additional mounting accessories that accompany each light.

Sportsmen Organized for Law Enforcement (SOLE) and the Renee & Gordon Graham Foundation also participated to make this grant possible.

The grant includes:

- Thirty-Eight (38) Elite Series Red/Blue/IR (Guardian Angel Devices)
- Thirty-Seven (7) Universal Mounts (Guardian Angel Devices)
- One (1) Strap/Epaulet Mount (Guardian Angel Devices)

**The value of the grant being awarded is \$5,839.24.** Nothing additional will be provided as part of the grant.

In keeping with the Spirit of Blue's mission of enhancing officer safety and vitality through meeting safety equipment and training needs, this grant is intended to provide necessary equipment for your officers to be protected from threats while serving their community.



SPIRIT OF BLUE

Again, congratulations on your agency being selected. We are hopeful that the use of this grant aids greatly in the safety of your officers and the effectiveness of your agency.

Sincerely,

Ryan T. Smith  
Executive Director

**Spirit of Blue Foundation is recognized as a National Public Charity (EIN 45-2685219)**

2-17-26

9-C

**TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY**

**O R D I N A N C E N O. 26-**

**ORDINANCE APPROPRIATING \$152,000.00 FROM  
THE OPEN SPACE CAPITAL FUND BALANCE IN AND  
BY THE TOWNSHIP OF HOPEWELL, IN THE  
COUNTY OF MERCER, STATE OF NEW JERSEY**

**BE IT ORDAINED BY THE TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF HOPEWELL, IN THE COUNTY OF MERCER, STATE OF NEW  
JERSEY AS FOLLOWS:**

Section 1. \$152,000.00 is hereby appropriated from the Open Space Capital Fund Balance for the acquisition of a heavy-duty grooming mower and all incidentals thereto for the purpose of maintenance of municipally owned large area parcels.

Section 2. 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 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 shall be filed with the Division of Local Government Services.

Section 3. This bond ordinance shall take effect after final adoption and publication and otherwise as provided by the Local Bond Law.

Date Introduced: February 17, 2026

Date Advertised:

Date Adopted:

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David Chait  
Mayor

Attest:

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Katherine Fenton-Newman  
Municipal Clerk

2-17-26

9-D

**TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY**

**ORDINANCE NO. 26-**

**CALENDAR YEAR 2026 ORDINANCE  
TO EXCEED THE MUNICIPAL BUDGET  
APPROPRIATION 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 2.0% unless 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 Hopewell in the County of Mercer 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 1.5% increase in the budget for said year, amounting to \$269,531.89 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 its final appropriations in either of the next two succeeding years.

**NOW, THEREFORE BE IT ORDAINED**, by the Township Committee of the Township of Hopewell, in the County of Mercer, 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 Hopewell shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.15a be increased by 1.5% amounting to \$269,531.89 and that the CY 2026 municipal budget for the Township of Hopewell 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 five 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 five days after such adoption.

2-17-26

10-A

**TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY**

**R E S O L U T I O N #26:**

**A RESOLUTION APPROVING  
A SALARY & TITLE CHANGE**

**BE IT RESOLVED** on this 17<sup>th</sup> day of February, 2026 by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey that the following salary and title change be and is hereby adopted:

NAME	PRESENT TITLE	PROPOSED TITLE	PRESENT SALARY	PROPOSED SALARY	EFFECTIVE DATE
Kenneth Abey	Laborer	Truck Driver	\$51,502.79	\$56,653.07	02/22/2026

Date Adopted:

2-17-26

10-B

**TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY**

**R E S O L U T I O N #26:**

**A RESOLUTION APPROVING  
A SALARY & TITLE CHANGE**

**BE IT RESOLVED** on this 17<sup>th</sup> day of February, 2026 by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey that the following salary and title change be and is hereby adopted:

NAME	PRESENT TITLE	PROPOSED TITLE	PRESENT SALARY	PROPOSED SALARY	EFFECTIVE DATE
Michael Beninato	Laborer	Truck Driver	\$50,774.79	\$55,852.27	02/22/2026

Date Adopted:

**TOWNSHIP OF HOPEWELL  
COUNTY OF MERCER, STATE OF NEW JERSEY**

**R E S O L U T I O N #26-**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT  
FOR THE HOPEWELL QUARRY'S 2026 GREEN ACRES PARK DEVELOPMENT  
GRANT APPLICATION**

**WHEREAS**, the Hopewell Quarry is preparing an application to the New Jersey Department of Environmental Protection Green Acres Program for the 2026 Park Development Grant funding round; and

**WHEREAS**, the proposed project includes the installation of a new septic system, a new water well, and the construction of a modern, ADA-compliant bathroom facility incorporating baby changing stations and designed using LEED-aligned sustainability principles; and

**WHEREAS**, the project also includes additional improvements to enhance public access, safety, and enjoyment of the Quarry, including an extended railing entry at the waterfront, and will support long-term environmental stewardship by reducing plastic waste and restoring access to a potable water refill station; and

**WHEREAS**, the Township Committee recognizes the Hopewell Quarry as a valued recreational resource and supports efforts that improve accessibility, environmental sustainability, and visitor experience; and

**WHEREAS**, the Township Committee wishes to formally express its support for the Hopewell Quarry's grant application through a letter signed by the Mayor.

**NOW, THEREFORE, BE IT RESOLVED**, on this 17<sup>th</sup> day of February, 2026, by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey, that the Mayor is hereby authorized to sign a letter of support on behalf of the Township for the Hopewell Quarry's 2026 Green Acres Park Development Grant application.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be provided to the appropriate Township officials and to the Hopewell Quarry for their records.



**TOWNSHIP of HOPEWELL**  
**MERCER COUNTY, NEW JERSEY**  
**OFFICE OF THE MAYOR**  
**DAVID CHAIT**

February 17, 2026

State of New Jersey  
Department of Environmental Protection  
Green Acres Program  
Mail Code 401-07B  
P.O. Box 420  
Trenton, NJ 08625-0420

Re: Letter of Support – Hopewell Quarry Park Development Grant Application

To Whom It May Concern,

On behalf of Hopewell Township, I am pleased to offer my strong support for the Hopewell Quarry's application to the Green Acres Park Development Grant Program for the 2026 funding cycle. The Quarry is a unique and cherished recreational resource in our community, and this proposal represents a thoughtful and much-needed investment in public access, environmental sustainability, and long-term operational resilience.

The project includes the installation of a new septic system, a new water well, and the construction of a modern bathroom facility designed to meet current ADA standards. The new building will incorporate baby changing stations and will be developed using LEED-aligned principles, reflecting the Quarry's and the Township's shared commitment to affordability, sustainability, and responsible design. The existing bathroom building will be repurposed in the future for seasonal staff or office use, ensuring efficient use of existing infrastructure.

These upgrades are long overdue. The Quarry's septic and well systems require capital repairs to ensure safe, reliable operations. A new well will allow the return of a water bottle refill station, reducing plastic waste and providing visitors with clean, potable water on-site. The project also includes an extended railing entry at the Quarry's waterfront, improving safety and accessibility for all who enjoy this historic swimming area.

Hopewell Township values the Quarry as an important public asset and fully supports efforts that enhance its environmental stewardship, accessibility, and visitor experience. I respectfully request your favorable consideration of this application.

Thank you for your continued support of open space and recreation in New Jersey.

Sincerely,

David Chait

Mayor, Hopewell Township

C: Hopewell Township Committee Members  
George Snyder, Township Administrator/Director of Public Works

2-17-26

10-D

**TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY  
R E S O L U T I O N #26-**

**A RESOLUTION AUTHORIZING REFUND OF  
TAX OVERPAYMENT**

**WHEREAS**, the Tax Collector has determined that overpayments of taxes and/or utility charges have been made; said overpayments are caused by duplicated payments from owners, title agencies and mortgage companies who have been contacted by the Collector for proper settlement; tax appeals; or utility overpayments.

**NOW, THEREFORE, BE IT RESOLVED**, on this 17<sup>th</sup> day of February 2026 by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey, that the individuals and/or corporations so specified below be refunded the overpayment of taxes. Further, a copy of this approved resolution shall be forwarded to the Collector and to the Finance Officer.

<b>REFUND TO:</b>	<b>B/L/Q</b>	<b>ADDRESS:</b>	<b>AMOUNT:</b>
CORELOGIC	4/32	55 STONY BROOK RD	\$1,591.37
*CoreLogic and Homeowner paid*	68/8	105 ROUTE 31 SOUTH	\$6502.00
CORELOGIC	30/23	4 NEW RD	\$3,285.95
*CoreLogic and Title Co paid*	37/24	81 TITUS MILL RD	\$3,572.04
	49/26	78 ROUTE 31 NORTH	\$3,860.57
	78.10/3/C137	137 SHREWSBURY CT	\$2,332.60
CORELOGIC	95/13	340 WASH CROSS PENN RD	<u>\$2,661.76</u>
*CoreLogic paid Property is Exempt TDV*			
		<b>TOTAL DUE TO CORELOGIC</b>	<b>\$23,806.29</b>

2-17-26

11-A

**TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY**

**R E S O L U T I O N #26-**

**A RESOLUTION AUTHORIZING REFUND OF  
TAX OVERPAYMENT**

**WHEREAS**, the Tax Collector has determined that overpayments of taxes and/or utility charges have been made; said overpayments are caused by duplicated payments from owners, title agencies and mortgage companies who have been contacted by the Collector for proper settlement; tax appeals; or utility overpayments.

**NOW, THEREFORE, BE IT RESOLVED**, on this 17<sup>th</sup> day of February 2026 by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey, that the individuals and/or corporations so specified below be refunded the overpayment of taxes. Further, a copy of this approved resolution shall be forwarded to the Collector and to the Finance Officer.

<b><u>REFUND TO:</u></b>	<b><u>B/L/Q</u></b>	<b><u>ADDRESS:</u></b>	<b><u>AMOUNT:</u></b>
PETERS, DEBORAH *Made Duplicate Payments Online in Error*	78.26/2	4 FOSTER RD	\$9,772.54

2-17-26

11-B

**TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY**

**R E S O L U T I O N #26-**

**A RESOLUTION APPOINTING TOMIA MacQUEEN  
TO THE HOPEWELL TOWNSHIP  
AGRICULTURAL ADVISORY COMMITTEE**

**BE IT RESOLVED**, that I, David Chait, Mayor of the Township of Hopewell, County of Mercer, on this 17<sup>th</sup> day of February 2026, do hereby appoint Tomia MacQueen as a Member of the Agricultural Advisory Committee for a three-year expired term expiring 12/31/26.

**TOWNSHIP OF HOPEWELL  
COUNTY OF MERCER, STATE OF NEW JERSEY**

**R E S O L U T I O N #26-**

**RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION  
TO THE NEW JERSEY HISTORIC TRUST AND COMMITTING MATCHING  
FUNDS FOR THE PROJECT**

**WHEREAS**, the Township of Hopewell is committed to the preservation of its historical assets and seeks financial assistance to support these efforts; and

**WHEREAS**, the New Jersey Historic Trust provides grants for the preservation and restoration of historic sites and structures through its various assistance programs; and

**WHEREAS**, the Township Committee of the Township of Hopewell has determined that it is in the best interest of the Township to apply for assistance from the New Jersey Historic Trust.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey, that:

1. The governing body hereby authorizes the submission of an application for assistance from the New Jersey Historic Trust.
2. George Snyder, Township Administrator, is hereby authorized to complete and sign the application documents and any other necessary forms on behalf of the Township of Hopewell.
3. The Township of Hopewell hereby commits matching funds in the amount of \$18,290.00 to complete the project within the required time frame, should the grant be awarded.
4. The Township Committee further resolves and acknowledges the following assurances:
  - a. The facts, figures, and information contained in this application, including all attachments, are true and correct;
  - b. Any funds received will be expended in accordance with the terms and conditions of N.J.A.C. 5:101 and the grant agreement to be executed with the New Jersey Historic Trust; and
  - c. The Township agrees to abide by the time frame set forth in the grant guidelines.

2-17-26

11-D

**TOWNSHIP OF HOPEWELL  
COUNTY OF MERCER, STATE OF NEW JERSEY**

**R E S O L U T I O N #26-**

**RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION  
AND THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR LEAF COMPOSTING  
AND WOOD WASTE RECYCLING**

**WHEREAS**, the Township Committee of the Township of Hopewell desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$35,526.00 to fund the following project: Leaf Composting 2025 - Wood Waste Recycling and Leaf Composting (WRC) Permit Compliance; and

**WHEREAS**, the New Jersey Department of Environmental Protection (NJDEP) requires a formal resolution from the governing body authorizing the application and the execution of the subsequent grant agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey, that:

1. The Township Committee hereby authorizes the submission of a grant application to the NJDEP for the "Leaf Composting 2025" project.
2. George Snyder, Township Administrator (or the successor to the office of Township Administrator), is hereby authorized to: a. Make application for such a grant; b. If awarded, execute a grant agreement with the State for a grant in an amount not less than \$35,526.00 and not more than \$35,526.00; and c. Execute any and all amendments thereto.
3. The Township Committee authorizes and hereby agrees to match 0% of the Total Project Amount (as no match is required under the current grant terms), and the Township agrees to comply with all applicable Federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.
4. A certified copy of this resolution shall be attached to the grant application (Attachment E) as required by the NJDEP.

2-17-26

11-E

**TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY**

**R E S O L U T I O N #26-**

**A RESOLUTION AUTHORIZING A SHARED SERVICES  
AGREEMENT BETWEEN THE TOWNSHIP OF HOPEWELL,  
BOROUGH OF HOPEWELL AND BOROUGH OF PENNINGTON  
FOR SENIOR CENTER SERVICES**

**WHEREAS**, there exists a community need to provide a location in which senior activities serving Hopewell Borough, Hopewell Township, and Pennington Borough may occur; and

**WHEREAS**, the Hopewell Valley Senior Advisory Board and other community organizations are currently evaluating needs and alternatives for developing new facilities to meet future needs; and

**WHEREAS**, in the interim senior activities are provided in a building and site amenities ("SITE") owned by Pennington Borough located on Reading Street in Pennington Borough; and

**WHEREAS**, Hopewell Borough, Hopewell Township and Pennington Borough's use of the SITE is provided through a shared services agreement which sets forth responsibilities as being representative of each community's pro-rata use of the SITE; and

**WHEREAS**, the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq permits local units of the State to enter into a contract with any other local unit for the provision of any service which any party to the agreement is empowered to render within its own jurisdiction.

**NOW, THEREFORE, BE IT RESOLVED**, on this 17<sup>th</sup> day of February, 2026, by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey that the Mayor and Clerk be and hereby are authorized to enter into a Shared Services Agreement with the Borough of Hopewell and the Borough of Pennington for Senior Center Services. Said services shall be furnished and rendered pursuant to an agreement, in a form similar to that which is attached hereto.

## SHARED SERVICES AGREEMENT SENIOR CENTER SERVICES

**THIS AGREEMENT**, effective the      day of      , 2026 by and between the **Township of Hopewell**, in the County of Mercer, a municipal corporation of the State of New Jersey, with principal offices located at 201 Washington Crossing Pennington Road, Titusville, New Jersey 08560, (Hopewell Township) and the **Borough of Pennington**, in the County of Mercer, a municipal corporation of the State of New Jersey, whose principal offices are located at 30 N. Main Street, Pennington, New Jersey 08534 (Pennington Borough); and the **Borough of Hopewell**, in the County of Mercer, a municipal corporation of the State of New Jersey, whose principal offices are located at 88 East Broad Street, Hopewell, New Jersey 08525 (Hopewell Borough); and

**WHEREAS**, there exists a community need to provide a location in which senior activities serving Hopewell Borough, Hopewell Township, and Pennington Borough may occur; and

**WHEREAS**, the Hopewell Valley Senior Advisory Board and other community organizations are currently conducting a needs assessment and evaluating alternatives for developing new facilities to meet future needs; and

**WHEREAS**, in the interim senior activities are provided in a building and site amenities ("SITE") owned by Pennington Borough located on Reading Street in Pennington Borough; and

**WHEREAS**, Hopewell Borough, Hopewell Township and Pennington Borough's use of the Site is through shared service agreements which set forth "in-kind" responsibilities as being representative of each community's pro-rata use of the site; and

**WHEREAS**, Hopewell Borough, Hopewell Township and Pennington Borough have determined that in order to provide for the proper maintenance of the Site a shared service agreement which includes both payments to Pennington Borough for maintenance and for in-kind services for daily usage will reflect each communities pro-rata use of the Site; and

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein expressed, it is agreed:

1. That **Hopewell Township** shall pay to Pennington Borough the sum of \$5,808.00 for the 2026 calendar year and will continue to provide weekly cleaning services at the Senior Center which include:

- a. Sweep and damp mop all linoleum floors
- b. Vacuum all carpeted areas
- c. Disinfect and clean all toilet seats, toilet bowls, and kitchen appliances
- d. Clean and sanitize all washbasins
- e. Clean glass mirrors in the rest rooms

2. That **Pennington Borough** shall provide cleaning supplies for the Senior Center building and shall be responsible for all maintenance to the outside of the building, including but not limited to shoveling snow, deicing the sidewalks and parking lot, and maintaining the HVAC units, plumbing, painting and replacing light bulbs.
3. That **Hopewell Borough** shall pay to Pennington Borough the sum of \$1,450.00 for the 2026 calendar year.

This agreement shall supersede prior agreements and shall take effect upon passage of a resolution by the governing body of each municipality authorizing the mayor of the municipality to sign the agreement, and shall remain in effect until December 31, 2025, unless modified or amended by agreement of the parties prior thereto.

**IN WITNESS WHEREOF**, the parties have set their hands and seals as of the day and year first above written.

ATTEST:

**HOPEWELL TOWNSHIP**

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KATHERINE FENTON-NEWMAN  
Hopewell Township, Municipal Clerk

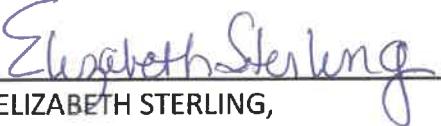
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David Chait, Mayor

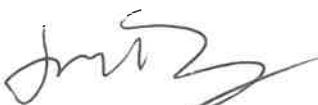
ATTEST:

**BOROUGH OF PENNINGTON**

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ELIZABETH STERLING,  
Pennington Borough Clerk

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JAMES DAVY, Mayor

ATTEST:

**BOROUGH OF HOPEWELL**

---

REGINA TOTH  
Hopewell Borough Clerk

---

Ryan Kennedy, Mayor

**BOROUGH OF PENNINGTON  
RESOLUTION 2024 – 2.8**

**RESOLUTION AUTHORIZING SHARED SERVICES  
AGREEMENT FOR USE, MAINTENANCE  
AND CLEANING OF THE SENIOR CENTER FOR 2024**

**WHEREAS**, use of the Senior Center on Reading Street in the Borough of Pennington is shared by Hopewell Borough, Hopewell Township and Pennington Borough;

**WHEREAS**, responsibilities for maintenance of the Senior Center are also shared among the three municipalities;

**WHEREAS**, the three municipalities intend to enter into a shared services agreement for 2026, superseding prior agreements, by which Hopewell Township will continue to provide weekly cleaning services at the Center and pay to Pennington Borough the sum of \$5,808.00; Hopewell Borough will pay Pennington \$1,450.00 for the year; and Pennington will provide cleaning supplies for the building and be responsible for all maintenance to the outside of the building and the HVAC and plumbing, painting and replacement of light bulbs, and snow and ice removal from sidewalks and parking lots;

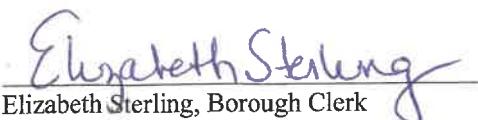
**WHEREAS**, the proposed form of agreement is annexed to this Resolution;

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Pennington, that the Mayor, with the attestation of the Borough Clerk, is hereby authorized to execute the annexed agreement on behalf of Pennington Borough, subject to approval as to form by the Borough Attorney.

**Record of Council Vote on Passage**

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

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on February 2,2026.

  
Elizabeth Sterling, Borough Clerk

2-17-26

11-F

**TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY**

**R E S O L U T I O N #26-**

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT IN A  
NON-FAIR AND OPEN MANNER  
VARIOUS PROFESSIONAL MATTERS #2**

**WHEREAS**, there exists a need for professional services related to various matters for the Township; and

**WHEREAS**, the below professional firms have provided for a quotation for services without bidding as per N.J.S.A. 40A:11-5(1)(a)(i); and

**WHEREAS**, the Township has procured these various professional firms in a non-fair and open manner in accord with N.J.S.A.19:44A-20.5; and

**WHEREAS**, all professional firms named below have provided for a Business Entity Disclosure and Political Contribution Disclosure in accord with N.J.S.A.19:44A-20.5 indicating the professionals have not made any reportable contributions in the past 12 months and will be prohibited from making reportable contributions in the coming year; and

**WHEREAS**, the estimated cost of the contract for services related to those stated below; and as certified by the chief financial officer as encumbered in the accounts referenced below that funds are available for this purpose are from:

FIRM/PURPOSE	AMOUNT NOT TO EXCEED	TERM EXPIRES
McGowan Well Water Compliance Management, LLC Water Compliance – Buildings 6-01-26-310-028	14,462.40	12/31/2026
McGowan Well Water Compliance Management, LLC Water Compliance – Water Utility 6-05-55-502-028	\$8,860.00	12/31/2026
PCH Development Corporation Affordable Housing Administration Trust X-14-99-927-028	47,600.00	12/31/2026
Sockler Realty Services Group, Inc. Commercial Appraisal Services 6-01-20-150-028	25,000.00	12/31/2026

; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-5(1)(a)(i) et seq.) requires that a resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contract itself must be available for public inspection.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Hopewell, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the above agreements with the above professionals for annual services.
2. The contracts are awarded without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law N.J.S.A. 40A:11-5 (l)(a) as a contract for services to be performed by persons authorized by law to practice recognized professions that are regulated by law.
3. The Business Entity Disclosure and Political Contribution Disclosure will be on file in the Municipal Clerk's office and available for public inspection.

2-17-26

11-G

**TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY**

**RESOLUTION NO. 26-**

**A RESOLUTION CANCELLING THE UNEXPENDED BALANCES  
IN GENERAL CAPITAL IMPROVEMENT APPROPRIATIONS**

**WHEREAS**, certain General Capital Improvement appropriations balances remain dedicated to projects and are no longer needed; and

**WHEREAS**, it is necessary to formally cancel said balances so that the unexpended balances may be returned to each respective Capital Improvement Fund or credited to General Capital Fund Balance, also referred to as Surplus, and unused debt authorizations may be cancelled;

**NOW THEREFORE, BE IT RESOLVED**, on this 17<sup>th</sup> day of February, 2026 by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey that the below listed General Capital Improvement appropriations are cancelled.

Ordinance	Date Adopted	Description	Balance to Cancel
25-1848	06/16/2025	A. Acquisition of Various Equipment Zero turn mowers; Line striper machine; Brush hog	\$5,143.02
25-1848	06/16/2025	B. Acquisition, installation and improvements to various Parks at Twin Pines Pavilion	\$100,000.00
25-1848	06/16/2025	D. Acquisition of Public Safety equipment including Key track security system	\$3,001.92
<b>TOTAL</b>			<b>\$108,144.94</b>

2-17-26

11-H

**TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY**

**RESOLUTION #26-**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES  
AGREEMENT IN A NON-FAIR AND OPEN MANNER  
SUBURBAN CONSULTING ENGINEERS, INC.**

**WHEREAS**, there exists a need for professional services related to the project known as the Woolsey Park Pavilion for the Township; and

**WHEREAS**, Suburban Consulting Engineers, Inc., has provided for a quotation for services without bidding as per N.J.S.A. 40A:11-5(1)(a)(i); and

**WHEREAS**, the Township has procured Suburban Consulting Engineers, Inc. in a non-fair and open manner in accord with N.J.S.A. 19:44A-20.5; and

**WHEREAS**, Suburban Consulting Engineers, Inc., has provided for a Business Entity Disclosure and Political Contribution Disclosure in accord with N.J.S.A.19:44A-20.5 indicating that no reportable contributions have been made in the past 12 months and will be prohibited from making reportable contributions in the coming year; and

**WHEREAS**, the estimated cost of the contract for services related to those stated below; and as certified by the Chief Financial Officer as encumbered in the accounts referenced below that funds are available for this purpose are from:

FIRM/PURPOSE	AMOUNT NOT TO EXCEED	TERM EXPIRES
Suburban Consulting Engineers, Inc. Woolsey Park Pavilion at 221 Washington Crossing Pennington Road, survey, geotechnical, engineering, permitting & bidding services	\$69,960	Completion of Project
Account #X-04-00-678-510		

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A: 11-5(1)(a)(i) et seq.) requires that a resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contract itself must be available for public inspection.

**NOW, THEREFORE, BE IT RESOLVED**, on this 17<sup>th</sup> day of February, 2026 by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the agreement with Suburban Consulting Engineers Inc. for engineering services related to the Woolsey Park Pavilion at 221 Washington Crossing Pennington Road, survey, geotechnical, engineering, permitting & bidding services.
2. The contract is awarded without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law N.J.S.A. 40A:11-5 (l)(a) as a contract for services to be performed by persons authorized by law to practice recognized professions that are regulated by law.
3. The Business Entity Disclosure and Political Contribution Disclosure will be on file in the Municipal Clerks office and available for public inspection.

2-17-26

11-I

**TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY**

**R E S O L U T I O N #26-**

**A RESOLUTION AUTHORIZING THE LOCAL CANNABIS LICENSE RENEWAL  
OF PURE BLOSSOM, LLC FOR THE YEAR 2026**

**WHEREAS**, pursuant to Township Committee Resolution #24-91, Pure Blossom, LLC is the holder of a local license to locate and operate a retail cannabis store at 2554 Pennington Road, Block 78, Lot 65 on the Hopewell Township Tax Map; and

**WHEREAS**, Pure Blossom, LLC now seeks renewal of this local license for the new license year of 2026 and in support thereof:

1. Certifies it continued compliance with the terms, conditions and requirements for issuance of its local license as set forth in Hopewell Township Committee Resolution #24-91;
2. Certifies its eligibility for continued State licensure by the CRC;
3. Certifies that it has paid to Hopewell Township all cannabis transfer taxes and use taxes as required by law;
4. Has submitted the required annual renewal fee of \$5,000 payable to Hopewell Township; and

**WHEREAS**, the Township Committee finds and determines that Pure Blossom, LLC's Class 5 retail store complies with all applicable Township restrictions on the number of cannabis businesses within the Township and the location, manner and times of their operation, including compliance with all zoning and land use approvals and related conditions and standards as required by Hopewell Township Ordinance 22-1770.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey, as follows:

1. The Township Committee adopts the recitals and findings set forth above.
2. Renewal of a local license to Pure Blossom, LLC for the operation of a Class 5 retail store at 2554 Pennington Road, Block 78, Lot 65, on the Hopewell Township Tax Map is hereby approved subject to the following continuing conditions:
  - (a) Continued compliance with all applicable New Jersey State laws and regulations, including in particular Personal Use Act, CRC Rules and Regulations, the requirements of Ordinance 22-1770 and the Code of the Township of Hopewell, all as may be amended from time to time.

- (b) Continued compliance with the conditions of Conditional Use approval by the Hopewell Township Planning Board, as memorialized in the Planning Board Resolution.
- (c) Payment of all required taxes and fees owed to Hopewell Township in accordance with the Ordinance, Township Code and Resolution 24-91.
- (d) The local license shall be prominently displayed in the Pure Blossom, LLC store, visible to customers.

2-17-26

11-J

**TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY**

**R E S O L U T I O N #26-**

**A RESOLUTION FOR TO APPROVE RATES FOR THE USERS OF THE  
EWING LAWRENCE SEWER AUTHORITY UTILITY**

**WHEREAS**, Ordinance 24-1825 was adopted on May 20, 2024 establishing the Fee Schedule for the users of the Ewing Lawrence Sewer Authority (ELSA) Sewer Utility; and

**WHEREAS**, Ordinance 24-1825 provided for a rate preservation provision which states that on April 1 of each year the rate per thousand gallons shall be increased by the annual increase in the trailing twelve-month Consumer Price Index (CPI) unless by March 1 the Township Committee determines by resolution that that the rate shall be adjusted depending on the needs of the system; and

**WHEREAS**, Ordinance 24-1825 set a rate of \$13.69 per thousand gallons and in the year 2025 a resolution was not passed prior to March 1 therefore the CPI rate change of 3% was put into action and the 2025 rate was increased to \$14.09 per thousand gallons; and

**WHEREAS**, the Consumer Price Index established an increase of 2.7% over the months of January to December 2025 and it has been determined that the needs of the ELSA Sewer Utility does not require such an increase and that the increase should be in a lesser percentage of amount of 1.5% or creating the rate per thousand gallons of \$14.30.

**NOW, THEREFORE, BE IT RESOLVED**, on this 17<sup>th</sup> day of February 2026, by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey that the 2026 rate per thousand gallons to be charged to the users of the ELSA Sewer Utility shall be established at \$14.30.



## Economic News Release

### Consumer Price Index Summary

Transmission of material in this release is embargoed until 8:30 a.m. (ET) Tuesday, January 13, 2026 UDSL-26-0042

Technical information: (202) 691-7000 \* cpi\_info@bls.gov \* www.bls.gov/cpi  
Media contact: (202) 691-5902 \* PressOffice@bls.gov

#### CONSUMER PRICE INDEX - DECEMBER 2025

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.3 percent on a seasonally adjusted basis in December, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 2.7 percent before seasonal adjustment.

The index for shelter rose 0.4 percent in December and was the largest factor in the all items monthly increase. The food index increased 0.7 percent over the month as did the food at home index and the food away from home index. The index for energy rose 0.3 percent in December.

The index for all items less food and energy rose 0.2 percent in December. Indexes that increased over the month include recreation, airline fares, medical care, apparel, personal care, and education. The indexes for communication, used cars and trucks, and household furnishings and operations were among the major indexes that decreased in December.

The all items index rose 2.7 percent for the 12 months ending December, the same increase as over the 12 months ending November. The all items less food and energy index rose 2.6 percent over the last 12 months. The energy index increased 2.3 percent for the 12 months ending December. The food index increased 3.1 percent over the last year.

**Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average**

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Dec. 2025
	Jun. 2025	Jul. 2025	Aug. 2025	Sep. 2025	Oct. 2025	Nov. 2025	Dec. 2025	
<b>All items</b>	0.3	0.2	0.4	0.3	-	-	0.3	2.7
<b>Food</b>	0.3	0.0	0.5	0.2	-	-	0.7	3.1
<b>Food at home</b>	0.3	-0.1	0.6	0.3	-	-	0.7	2.4
<b>Food away from home</b> <sup>(1)</sup>	0.4	0.3	0.3	0.1	-	-	0.7	4.1
<b>Energy</b>	0.9	-1.1	0.7	1.5	-	-	0.3	2.3
<b>Energy commodities</b>	1.0	-1.9	1.7	3.8	-	-	-0.4	-3.0
<b>Gasoline (all types)</b>	1.0	-2.2	1.9	4.1	-2.1	3.0	-0.5	-3.4
<b>Fuel oil</b>	1.3	1.8	-0.3	0.6	-	-	-1.5	7.4
<b>Energy services</b>	0.9	-0.3	-0.2	-0.7	-	-	1.0	7.7
<b>Electricity</b>	1.0	-0.1	0.2	-0.5	-	-	-0.1	6.7
<b>Utility (piped) gas service</b>	0.5	-0.9	-1.6	-1.2	-	-	4.4	10.8
<b>All items less food and energy</b>	0.2	0.3	0.3	0.2	-	-	0.2	2.6
<b>Commodities less food and energy commodities</b>	0.2	0.2	0.3	0.2	-	-	0.0	1.4
<b>New vehicles</b>	-0.3	0.0	0.3	0.2	0.1	0.2	0.0	0.3
<b>Used cars and trucks</b>	-0.7	0.5	1.0	-0.4	0.7	0.3	-1.1	1.6
<b>Apparel</b>	0.4	0.1	0.5	0.7	-	-	0.6	0.6
<b>Medical care commodities</b> <sup>(1)</sup>	0.1	0.1	-0.3	-0.1	-	-	0.3	1.5
<b>Services less energy services</b>	0.3	0.4	0.3	0.2	-	-	0.3	3.0
<b>Shelter</b>	0.2	0.2	0.4	0.2	-	-	0.4	3.2
<b>Transportation services</b>	0.2	0.8	1.0	0.3	-	-	0.5	1.5
<b>Medical care services</b>	0.6	0.8	-0.1	0.3	-	-	0.4	3.5

#### Footnotes

<sup>(1)</sup>Not seasonally adjusted.

NOTE: The Oct and Nov 2025 data values are not available due to the 2025 lapse in appropriations.

#### Food

The index for food rose 0.7 percent in December as did the index for food at home. Five of the six major grocery store food group indexes increased in December. The index for other food at home rose 1.6 percent over the month. The cereals and bakery products index increased 0.6 percent in December. The index for fruits and vegetables increased 0.5 percent and the index for nonalcoholic beverages increased 0.4 percent. The dairy and related products index rose 0.9 percent in December. In contrast, the index for meats, poultry, fish, and eggs decreased 0.2 percent in December, as the index for eggs fell 8.2 percent.

The food away from home index also rose 0.7 percent in December. The index for full service meals rose 0.8 percent over the month and the index for limited service meals increased 0.6 percent.

The index for food at home rose 2.4 percent over the 12 months ending in December. The meats, poultry, fish, and eggs index rose 3.9 percent over the last 12 months. The index for other food at home increased 2.7 percent over the same period and the index for nonalcoholic beverages rose 5.1 percent. The cereals and bakery products index increased 1.5

2-17-26

11-K

**TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY**

**R E S O L U T I O N #26-**

**A RESOLUTION ESTABLISHING A  
TEMPORARY CAPITAL BUDGET**

**WHEREAS**, The Township of Hopewell desires to establish the 2026 Temporary Capital Budget; and

**WHEREAS**, N. J.A.C. 5:30-4.4B provides for the adoption of a temporary capital budget when it is desired to approve capital projects prior to adoption of the capital budget;

**NOW, THEREFORE, BE IT RESOLVED** on this 17<sup>th</sup> day of February 2026 by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey, that the following temporary 2026 capital budget be adopted:

Section 1.

PROJECT	AMOUNT
Acquisition of a heavy duty grooming mower including all incidentals thereto	\$152,000.00
Total	\$152,000.00

Section 2

The funding sources of the capital program includes Open Space Capital Fund Balance in the amount of \$152,000.00.

**TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY**

**R E S O L U T I O N #26-**

**RESOLUTION OF THE TOWNSHIP OF HOPEWELL, COUNTY OF  
MERCER, NEW JERSEY, AUTHORIZING TRANSFER OF  
FINANCIAL AGREEMENT RELATING TO BLOCK 78.09, LOT 21**

**WHEREAS**, in accordance with criteria set forth in the New Jersey Local Redevelopment and Housing, N.J.S.A. 40A:12-1 et seq. (the “**Redevelopment Law**”), the Township of Hopewell (the “**Township**”) designated Block 78.09, Lot 21 on the Township’s tax maps as an “area in need of redevelopment” (the “**Redevelopment Area**”) and adopted a redevelopment plan for the Redevelopment Area; and

**WHEREAS**, on November 27, 2017, the Township and Woodmont Federal Hopewell Urban Renewal, LLC (the “**Transferor**”) entered into a redevelopment agreement (the “**Redevelopment Agreement**”), pursuant to the Redevelopment Law; and

**WHEREAS**, pursuant to the Redevelopment Agreement, the Transferor constructed a 300-unit rental project, consisting of 252 market-rate units and 48 affordable units (the “**Project**”), on the Redevelopment Area; and

**WHEREAS**, in order to enhance the economic viability of the Project, the Township and Transferor entered into a financial agreement (the “**Financial Agreement**”), dated December 20, 2017, which governs payments made to the Township in lieu of real estate taxes on the Project pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the “**LTTE**”); and

**WHEREAS**, the Transferor desires to transfer and assign its interest in the Project and the Financial Agreement to Living Hopewell Urban Renewal, LLC (the “**Transferee**”), and the Transferee desires to acquire the Transferor’s interest in the Project and to assume the obligations of the Transferor under the Financial Agreement; and

**WHEREAS**, the Financial Agreement has not been amended and remains in full force and effect; and

**WHEREAS**, the Transferor is not in default of any of its obligations under the Financial Agreement; and

**WHEREAS**, Section 8.01A of the Financial Agreement permits the Transferor to assign its interest in the Financial Agreement to another party, subject to the Township’s written approval, provided that: (i) the transferee entity does not own or lease any other Project subject

to long term tax exemption at the time of the transfer; (ii) the transferee entity is formed and eligible to operate under the LTTE; (iii) the transferor is not in default of the Financial Agreement or LTTE; (iv) the Transferor's obligations under the Financial Agreement are fully assumed by the transferee; (v) the transferee agrees to abide by all terms and conditions of the Financial Agreement and terms and conditions of the Township regarding the Project; and (vi) the principal owners of the transferee possess satisfactory business reputation and sufficient financial qualifications to manage and complete the Project; and

**WHEREAS**, to effectuate such transfer, the Transferor and the Transferee will execute an Assignment and Assumption of the Financial Agreement (the "**Assignment Agreement**"), pursuant to which the Transferor will assign to the Transferee, and the Transferee will assume from the Transferor, all the rights and obligations under the Financial Agreement; and

**WHEREAS**, under Section 8.01A of the Financial Agreement, the Township desires to express its approval of the above-described transfer, provided the Transferee executes an Assignment and Assumption Agreement evidencing its assumption of the obligations of the Transferor thereunder.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Hopewell, in the County of Mercer, New Jersey, as follows:

**Section 1.** The recitals are incorporated by reference as if set forth at length herein.

**Section 2.** The Township hereby approves and consents to the transfer of the Transferor's interest in the Project and the Financial Agreement to the Transferee. Upon the transfer, the Transferee shall assume all the Transferor's obligations under the Financial Agreement, and the Transferor shall have no further obligations thereunder. The Mayor is authorized to execute any agreements or documents, and any Township employee or consultant may take any action necessary, to complete the transfer described herein.

**Section 3.** This approval described in this resolution shall take effect immediately.

## ASSIGNMENT AND ASSUMPTION OF FINANCIAL AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF FINANCIAL AGREEMENT (this "Agreement" or "Assignment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2026 by and among **WOODMONT FEDERAL HOPEWELL URBAN RENEWAL, LLC**, a New Jersey limited liability company with an office at 100 Passaic Avenue, Fairfield, NJ 07004 (the "Assignor"), and **LIVING HOPEWELL URBAN RENEWAL, LLC**, a New Jersey limited liability, having an address at 36 Airport Road, Suite 307, Lakewood, NJ 08701. ("Assignee"), and is acknowledged by the **TOWNSHIP OF HOPEWELL**, a municipal corporation of the State of New Jersey with offices at 201 Washington Crossing Pennington Road Titusville, NJ 08560 (the "Township").

### **WITNESSETH:**

WHEREAS, the Township functions as an instrumentality pursuant to the provisions of the Local Redevelopment and Housing Law, as amended and supplemented, N.J.S.A. 40A:12A-1 et. seq. (the "Redevelopment Law"), with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the Township; and

WHEREAS, on July 27, 2017, by Resolution No. 17-013, in accordance with the criteria set forth in the Redevelopment Law, the Township Committee of the Township of Hopewell (the "Township Committee") established an area in need of redevelopment within the Township (the "Redevelopment Area"); and

WHEREAS, in accordance with the provisions of the Redevelopment Law, the Township has undertaken efforts to develop a program for the redevelopment of the Redevelopment Area; and

WHEREAS, on October 23, 2017, by Ordinance No. 17-1666, in accordance with the provisions of the Redevelopment Law, the Township adopted a redevelopment plan for the Redevelopment Area (including any amendments or modifications thereto, the "Redevelopment Plan"); and

WHEREAS, in furtherance of the objectives of the Township, the Redeveloper proposed the construction of a 300 unit rental project, consisting of 252 market-rate units and 48 affordable units and associated supporting facilities, amenities and parking within and about Block 78.09, Lot 21; (the "Project") consistent with the Redevelopment Plan, together with related improvements and facilities based on plans acceptable to the Township, and all in accordance with the provisions of the Redevelopment Agreement and the Redevelopment Plan; and

WHEREAS, Assignor is an affiliate and wholly-owned by Redeveloper, or its permitted assignees, including assignees controlling, controlled by or under common control with any member of Redeveloper; and

WHEREAS, on November 27, 2017, the Township Committee passed Resolution 17-383 approving the Township and the Redeveloper to entered into a redevelopment agreement for redevelopment of the Project (the "Redevelopment Agreement"); and

**WHEREAS**, by assignment and assumption agreement, the Redeveloper assigned the Redevelopment Agreement to the Assignor; and

**WHEREAS**, the Assignor filed an application with the Township for a long-term tax exemption for the Project pursuant to the Long-Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et. seq. (the “**Long Term Tax Exemption Law**”); and

**WHEREAS**, the Township Committee adopted Ordinance No. 17-1673 on December 11, 2017, approving the Application for a long-term tax exemption and authorizing the execution of a financial agreement pursuant to the Long-Term Tax Exemption Law.; and

**WHEREAS**, the Assignor and the Township executed the Financial Agreement, dated December 20, 2017 (the “**Financial Agreement**”) for the construction, by the Assignor, of the Project, all in conformance with the Redevelopment Agreement, and

**WHEREAS**, Assignor, which filed a formal application with the Township on December 30, 2025 seeking its consent to the Assignment pursuant to Section 8.01 of the Financial Agreement, is conveying to Assignee title the Project contemporaneously with the execution of this Assignment; and

**WHEREAS**, the Township Committee, after thorough review, being satisfied that Assignee has met all the preconditions set forth in section 8.01(A), hereby consents to this Assignment, as evidenced by its countersignature hereto and by the adoption by the Township Committee of Resolution # \_\_\_\_\_ on February 2, 2026.

**NOW THEREFORE**, for and in consideration of the transfer of title to the Project, Block 78.09, Lot 21, and other good and valuable consideration in hand paid and delivered by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. The Recitals hereof are incorporated herein as if fully set forth at length.

2. **Assignment**. Assignor does hereby assign and transfer to Assignee all of Assignor’s rights in and to, and obligations under, the Financial Agreement with respect to the Project and the tax lots identified as Block 78.09, Lot 21.

3. **Assumption**. Assignee does hereby assume all of Assignor’s rights in and to, and obligations under the Financial Agreement with respect to the Project. Assignee also does hereby assume all of Assignor’s responsibilities relating to the deed-restricted affordable housing units in the Project.

4. **Indemnification.** Assignor shall indemnify and hold Assignee harmless from any and all claims, losses, liabilities, costs, damages and expenses, including, but not limited to, court costs and reasonable attorneys' fees asserted against or incurred by Assignee resulting from or arising out of any events that occurred prior to the completion of closing, or resulting from or arising out of Assignor's acts, omissions, liabilities, or defaults incurred, sustained, caused, assumed or undertaken, whether voluntarily or involuntarily, prior to the completion of closing, in connection with the Financial Agreement being assigned hereunder, whenever same shall be discovered. Assignee shall indemnify and hold Assignor harmless from any and all claims, losses, liabilities, costs, damages and expenses, including, but not limited to, court costs and reasonable attorneys' fees asserted against or incurred by Assignor resulting from or arising out of any events that occurred prior to the completion of closing, or resulting from or arising out of Assignee's acts, omissions, liabilities, or defaults incurred, sustained, caused, assumed or undertaken, whether voluntarily or involuntarily, after the completion of closing, in connection with the Financial Agreement being assigned hereunder. The respective indemnifications in this Section shall survive the closing.

5. **Binding Nature.** This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee, and their respective successors and assigns.

6. **Counterparts.** This Assignment may be executed in any number of identical counterparts, including via fax or electronic copy, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

[No further text on this page; Signatures to follow.]

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**

WOODMONT FEDERAL HOPEWELL  
URBAN RENEWAL, LLC a New Jersey  
limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

LIVING HOPEWELL URBAN  
RENEWAL, LLC, a New Jersey limited  
liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGED BY:**  
TOWNSHIP OF HOPEWELL

By: \_\_\_\_\_

Name: Honorable David Chait

Title: Mayor

Signature Page to  
Assignment and Assumption of Financial Agreement

## CERTIFICATE OF ESTOPPEL

Teachers Insurance and Annuity Association of America  
c/o Nuveen Alternatives Advisors LLC  
730 Third Avenue  
New York, New York 10017

Re: Financial Agreement between Woodmont Federal Hopewell Urban Renewal, LLC (the "Transferor") and the Township of Hopewell (the "Township") dated December 20, 2017 (the "Financial Agreement") in connection with the property designated on the official Tax Map of the Township of Hopewell as Block 78.09, Lot 21 (the "Property") and which Property is located at 100 Forge Circle, in the Township of Hopewell, County of Mercer and State of New Jersey ("Project").

Ladies/Gentlemen:

In connection with the mortgage loan (the "Loan") you are about to make to Living Hopewell Urban Renewal, LLC, the transferee of the Property (the "Transferee"), the undersigned certifies to Teachers Insurance and Annuity Association of America (together with its successors and assigns, the "Lender"), as of the date hereof, as follows:

1. The copy of the Financial Agreement attached hereto as Exhibit A is a true, correct and complete copy of the Financial Agreement, and there has been no assignment, amendment, modification, extension, renewal or supplement thereto of any kind or nature.
2. The Financial Agreement is presently in full force and effect and is a valid, binding and an enforceable obligation of the parties thereto.
3. The Transferor is not in default under the Financial Agreement nor has the Transferor failed to duly and fully perform or observe any term, covenant, or condition by it to be performed or observed under the Financial Agreement which would, but for the existence of any applicable notice and/or grace period, constitute a default under the Financial Agreement.
4. The Township is not in default under the Financial Agreement, nor has the Township failed to duly and fully perform or observe any term, covenant, or condition by it to be performed or observed under the Financial Agreement which would, but for the existence of any applicable notice and/or grace period, constitute a default under the Financial Agreement.
5. All duties, obligations and requirements of the Transferor under the Financial Agreement have been fulfilled, and all other obligations and requirements of the Transferor have been duly and full performed or observed by the Transferor. The Transferor has filed all required reports or audits with the Township and the Township has accepted the reports or audits as compliant with the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1,

et. seq. There are no unpaid amounts currently owed by the Transferor to the Township under the terms of the Financial Agreement.

6. The Township acknowledges that upon the closing of the Loan to the Transferee, the Lender will hold a first mortgage on the Property and the improvements thereon; provided, however, that such mortgage will be subordinate to the lien of the Financial Agreement. Concurrently with the delivery of any notice to the Transferor, the Township agrees to give the Lender a copy of such notice (including any notice of default) at the Lender's address set forth above. The Lender has full right and authority under the Financial Agreement and applicable law to foreclose such mortgage and acquire title to the Property without causing a default under, or termination of, the Financial Agreement.
7. The Township agrees to provide the Lender notice of, and accept a cure by any Lender of, any defaults or events of default arising under the Financial Agreement, in each case in accordance with the procedures set forth in N.J.S.A. 55:17-7.

This Estoppel Certificate is given by the Township with the knowledge that the Lender is relying upon the representations herein made. The information contained in this letter shall be for the benefit of the Lender and for the benefit of its respective successors and assigns.

Very truly yours,

TOWNSHIP OF HOPEWELL

By: \_\_\_\_\_  
Name:  
Title:

**ESTOPPEL**

**EXHIBIT A**

**COPY OF FINANCIAL AGREEMENT**

**[SEE ATTACHED]**

**WATERS, MCPHERSON, MCNEILL**  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
SECAUCUS · NEW YORK  
MEADOWLANDS OFFICE  
300 LIGHTING WAY  
P.O. Box 1560  
SECAUCUS, NEW JERSEY 07096  
201-863-4400  
[www.lawwmm.com](http://www.lawwmm.com)

JOSEPH G. RAGNO  
Member of N.J.

DIRECT DIAL  
201-330-7465

E-MAIL  
[jragno@lawwmm.com](mailto:jragno@lawwmm.com)

FAX  
201-863-2866

December 30, 2025

**Via UPS**

Honorable Courtney Peters-Manning, Mayor  
Hopewell Township  
Township Offices  
201 Washington Crossing Pennington Road  
Titusville, NJ 08560

**Re : Woodmont Federal Hopewell Urban Renewal, LLC**  
**Application for Assignment and Assumption of Financial Agreement**  
**File No:**

Dear Mayor Peters-Manning:

Enclosed please find a fully executed copy original and seven (7) copies of the application for Assignment and Assumption of the Financial Agreement for the above referenced project.

Please contact us if you need any further information or if you have any questions with respect to the Application.

Respectfully,

WATERS, MCPHERSON, MCNEILL, P.C.

BY:

JOSEPH G. RAGNO

cc: Stephen Santola, Esq.  
Kevin P. McManimon, Esq.

JOSEPH G. RAGNO  
MEMBER NJ BAR  
  
DIRECT DIAL  
201-330-7465

WATERS, MCPHERSON, MCNEILL  
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SECAUCUS, NEW JERSEY 07096  
201-863-4400  
www.lawwmm.com

E-MAIL  
[jragno@lawwmm.com](mailto:jragno@lawwmm.com)  
FAX  
201-863-2866

December 30, 2025

Via UPS

Honorable Courtney Peters-Manning, Mayor  
Hopewell Township  
Township Offices  
201 Washington Crossing Pennington Road  
Titusville, NJ 08560

**Re: Woodmont Federal Hopewell Urban Renewal, LLC  
Application for Assignment and Assumption of Financial Agreement  
Block 78.09, Lot 21**

Dear Mayor Peters-Manning:

This office represents the entity, Woodmont Federal Hopewell Urban Renewal, LLC (the "Entity"), which owns the property located at, 87 Federal City Rd., Block 78.09 Lot 21 (the "Property") in the Township of Hopewell (the "Township"); the site of a 300-unit residential redevelopment project (the "Project").

On or about December 20, 2017, the Entity and the Township entered into a financial agreement (the "Financial Agreement") wherein the Project was granted a long-term tax exemption pursuant to the Long-Term Tax Exemption Law (N.J.S.A. 40A:20-1 et. Seq..

Please be advised that the Entity has entered into a purchase and sale agreement to sell the Project to Living Hopewell Urban Renewal, LLC and herein requests the Township's consent to the transfer of the Financial Agreement governing the Project to Living Hopewell Urban Renewal, LLC (the "Assignee"). Assignee is a subsidiary of Living Residential, LLC. Living Residential LLC is a premier real estate manager with an established reputation across several markets in the United States, including New Jersey, Pennsylvania, Connecticut, and Florida. In New Jersey Assignee manages other luxury properties in Princeton Junction, Bridgewater, Middlesex and Carteret. The Middlesex, Carteret, and Rahway properties have PILOTs so Living Residential LLC has experience with managing properties with PILOTs. Pursuant to Section 8.01(A) of the Financial Agreement, the Entity may assign its rights thereunder so long as the following conditions are met:

- i. The Assignee is an urban renewal entity formed pursuant to the Long-Term Tax Exemption Law;

- ii. The Assignee does not own any other project subject to the Long-Term Tax Exemption Law at the time of the transfer;
- iii. The Entity is not then in default of the Financial Agreement or the Long-Term Tax Exemption Law;
- iv. The Entity's obligations under the Financial Agreement are fully assumed by the Assignee; and
- v. The Assignee agrees to abide by all terms and conditions of this Agreement including, without limitation, the filing of an application pursuant to N.J.S.A. 40A:20-8, and any other terms and conditions of the Township in regard to the Project.
- vi. The principal owners of the Assignee possess satisfactory business reputation and sufficient financial qualifications and creditworthiness to manage and complete the Project.

The Entity and the Assignee respectively make the following representations and submit supporting documentation to establish that the requirements for the transfer in accordance with the Financial Agreement have been satisfied:

- a) The Assignee represents that it is an urban renewal entity formed pursuant to the Long-Term Tax Exemption Law and approved by the New Jersey Department of Community Affairs, which is evidenced by the formation documents attached hereto. Certificate of Formation for Living Hopewell Urban Renewal, LLC attached as Exhibit A. The members of the Assignee having an interest of 10% or more are listed on the Ownership Disclosure Statement attached as Exhibit B.
- b) The Assignee represents that it owns no other project subject to the Long-Term Tax Exemption Law;
- c) The Assignee agrees that it will accept and assume all of the Entity's obligations under the Financial Agreement and agree to abide by all of its terms and conditions through the execution of the attached Assignment and Assumption of Financial Agreement (the "Assignment Agreement"), attached as Exhibit C, which shall be executed at closing; and
- d) The Assignee represents that its principal owners possess a satisfactory business reputation and sufficient financial qualification and creditworthiness to manage and complete the project. See aforementioned owner's background and Exhibit B
- e) The Entity represents that it is not in default of the Financial Agreement or the Long-Term Tax Exemption Law.

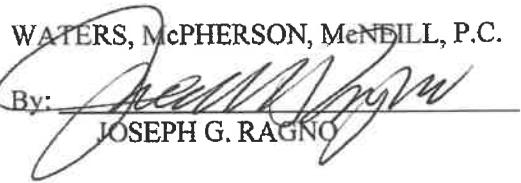
Courtney Peters-Manning, Mayor  
December 30, 2025  
Page 3

We respectfully submit that the information and documents provided herein is sufficient for the Township's consent to the assignment in accordance with the Financial Agreement. Should the Township have any questions or require any additional information, please do not hesitate to contact me.

We appreciate the Township's consideration and assistance in this regard.

Respectfully,

WATERS, McPHERSON, McNEILL, P.C.

By: 

JOSEPH G. RAGNO

JGR/jk

cc: Stephen Santola, Esq.  
Kevin P. McManimon, Esq.

#1674303v6

Courtney Peters-Manning, Mayor  
December 30, 2025  
Page 4

*I hereby certify that the foregoing statements made on behalf of the Entity herein are true in all material respects.*

**Woodmont Federal Hopewell Urban Renewal, LLC**

Date 12/29/2025

  
By: Eric Witmondt  
Its Manager

*I hereby certify that the foregoing statements made on behalf of the Assignee herein are true in all material respects.*

**Living Hopewell Urban Renewal, LLC**

Date \_\_\_\_\_

By:  
Its \_\_\_\_\_

Courtney Peters-Manning, Mayor  
December 30, 2025  
Page 4

*I hereby certify that the foregoing statements made on behalf of the Entity herein are true in all material respects.*

**Woodmont Federal Hopewell Urban Renewal, LLC**

Date \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

*I hereby certify that the foregoing statements made on behalf of the Assignee herein are true in all material respects.*

**Living Hopewell Urban Renewal, LLC**

Date 12/30/2025

By: GK  
Its Gary Kassner

EXHIBIT A

**CERTIFICATE OF FORMATION OF  
LIVING HOPEWELL URBAN RENEWAL, LLC**

FILED 11/03/2025
STATE TREASURER

ENTITY ID: 0600487130
CERTIFICATE #: 4298645878
LLC

THIS IS TO CERTIFY THAT there is hereby organized a Limited Liability  LLC under and by virtue of the New Jersey Limited Liability Company Act (N.J.S.A. 42:2C-1 et seq.)

1. The name of the Limited Liability Company is **Living Hopewell Urban Renewal, LLC** (the "Company").

2. The purpose for which the Company is formed shall be to operate under P.L. 1991, c.431 (C.40A:20-1 et seq.) and to initiate and conduct projects for the redevelopment of a redevelopment area pursuant to a redevelopment plan, or projects necessary, useful, or convenient for the relocation of residents displaced or to be displaced by the redevelopment of all or part of one or more redevelopment areas, or low and moderate income housing projects, and, when authorized by financial agreement with the municipality, to acquire, plan, develop, construct, alter, maintain or operate housing, senior citizen housing, business, industrial, commercial, administrative, community, health, recreational, educational or welfare projects, or any combination of two or more of these types of improvement in a single project, under such conditions as to use, ownership, management and control as regulated pursuant to P.L. 1991, c.431 (C.40A:20-1 et seq.).

3. So long as the Company is obligated under a financial agreement with a municipality made pursuant to P.L. 1991, c.431 (C.40A:20-1 et seq.), it shall engage in no business other than the ownership, operation and management of the project.

4. The Company has been organized to serve a public purpose, that its operations shall be directed toward: (1) the redevelopment of redevelopment areas, the facilitation of the relocation of residents displaced or to be displaced by redevelopment, or the conduct of low and moderate income housing projects; (2) the acquisition, management and operation of a project, redevelopment relocation housing project, or low and moderate income housing project under P.L. 1991, c.431 (C.40A:20-1, et seq.); and (3) that it shall be subject to regulation by the municipality in which its project is situated, and to a limitation or prohibition, as appropriate, on profits or dividends for so long as it remains the owner of a project subject to P.L.1991, c.431 (C40A:20-1 et seq.).

5. The Company shall not voluntarily transfer more than 10% of the ownership of the project or any portion thereof undertaken by it under P.L.1991, c.431 (C.40A:20-1 et seq.), until it has first removed both itself and the project from all restrictions of P.L.1991, c.431 (C.40A:20-1 et seq.) in the manner required by P.L. 1991, c.431 (C.40A:20-1 et seq.) and, if the project includes housing units, has obtained the consent of the Commissioner of Community Affairs to such transfer; with the exception of transfer to another urban renewal entity, as approved by the municipality in which the project is situated, which other urban renewal entity shall assume all contractual obligations of the transferor entity under the financial agreement with the municipality. The entity shall file annually with the municipal governing body a

disclosure of the persons having an ownership interest in the project, and of the extent of the ownership interest of each. Nothing herein shall prohibit any transfer of the ownership interest in the urban renewal entity itself provided that the transfer, if greater than 10 percent, is disclosed to the municipal governing body in the annual disclosure statement or in correspondence sent to the municipality in advance of the annual disclosure statement referred to above.

6. The Company is subject to the provisions of section 18 of P.L.1991, c.431 (C.40A:20-18) respecting the powers of the municipality to alleviate financial difficulties of the urban renewal entity or to perform actions on behalf of the entity upon a determination of financial emergency.

7. Any housing units constructed or acquired by the entity shall be managed subject to the supervision of, and rules adopted by, the Commissioner of Community Affairs.

8. The name and address of the registered agent is:

Gary (Gershon) Kassirer  
36 Airport Road, Suite 307  
Lakewood, New Jersey 08701

9. The duration of existence of the Company is perpetual unless terminated earlier in accordance with the provisions of the operating agreement of the Company.

[SIGNATURE ON FOLLOWING PAGE]

In Witness Whereof, the undersigned has been authorized to sign this Certificate of Formation of the above referenced Limited Liability Company on this 6<sup>th</sup> day of October 2025.

LIVING HOPEWELL URBAN RENEWAL, LLC,  
a New Jersey Limited Liability Company



---

DANIEL KIM, ESQ.  
Authorized Person

8016283.1



**State of New Jersey**  
DEPARTMENT OF COMMUNITY AFFAIRS  
LOCAL PLANNING SERVICES  
101 SOUTH BROAD STREET  
PO Box 813  
TRENTON, NJ 08625-0813  
(609) 292-3000 • FAX (609) 633-6056

**PHILIP D. MURPHY**  
*Governor*

**TAHESHA L. WAY**  
*Lieutenant Governor*

**JACQUELYN A. SUÁREZ**  
*Commissioner*

October 17, 2025

Mr. Daniel Kim  
Counsel  
Chiesa Shahinian & Giantomaso PC  
105 Eisenhower Parkway  
Roseland, NJ 07068

Dear Mr. Kim:

Enclosed is the approval of the Certificate of Formation for LIVING HOPEWELL URBAN RENEWAL, LLC. Please return a marked copy of the approval form and the Certificate to this office once it is filed and stamped by the State Treasurer. You can either mail a copy or e-mail a copy to me at [UrbanRecert@dca.nj.gov](mailto:UrbanRecert@dca.nj.gov).

Thank you for your cooperation in this matter. If you have any questions, please call me at 609-948-0201.

Sincerely,

*Pamela R. Weintraub*  
Pamela R. Weintraub, PP/AICP  
Principal Planner  
Local Planning Services



## State of New Jersey

PHILIP D. MURPHY  
*Governor*

TAHESHA L. WAY  
*Lieutenant Governor*

DEPARTMENT OF COMMUNITY AFFAIRS  
LOCAL PLANNING SERVICES  
101 SOUTH BROAD STREET  
PO Box 813  
TRENTON, NJ 08625-0813  
(609) 292-3000 • FAX (609) 633-6056

JACQUELYN A. SUÁREZ  
*Commissioner*

### DEPARTMENT OF COMMUNITY AFFAIRS

TO: State Treasurer  
RE: LIVING HOPEWELL URBAN RENEWAL, LLC  
File # 4276  
An Urban Renewal Entity

This is to certify that the attached CERTIFICATE OF FORMATION OF AN URBAN RENEWAL ENTITY has been examined and approved by the Department of Community Affairs, pursuant to the power vested in it under the "Long Term Tax Exemption Law," P.L. 1991, c.431.

Done this 17<sup>th</sup> day of October 2025 at Trenton, New Jersey.

### DEPARTMENT OF COMMUNITY AFFAIRS

By: Keith Henderson  
Keith Henderson, PP/AICP  
Acting Director  
Local Planning Services

**CERTIFICATE OF FORMATION OF  
LIVING HOPEWELL URBAN RENEWAL, LLC**

THIS IS TO CERTIFY THAT there is hereby organized a Limited Liability Company under and by virtue of the New Jersey Limited Liability Company Act (N.J.S.A. 42:2C-1 et seq.)

1. The name of the Limited Liability Company is **Living Hopewell Urban Renewal, LLC** (the "Company").

2. The purpose for which the Company is formed shall be to operate under P.L. 1991, c.431 (C.40A:20-1 et seq.) and to initiate and conduct projects for the redevelopment of a redevelopment area pursuant to a redevelopment plan, or projects necessary, useful, or convenient for the relocation of residents displaced or to be displaced by the redevelopment of all or part of one or more redevelopment areas, or low and moderate income housing projects, and, when authorized by financial agreement with the municipality, to acquire, plan, develop, construct, alter, maintain or operate housing, senior citizen housing, business, industrial, commercial, administrative, community, health, recreational, educational or welfare projects, or any combination of two or more of these types of improvement in a single project, under such conditions as to use, ownership, management and control as regulated pursuant to P.L. 1991, c.431 (C.40A:20-1 et seq.).

3. So long as the Company is obligated under a financial agreement with a municipality made pursuant to P.L. 1991, c.431 (C.40A:20-1 et seq.), it shall engage in no business other than the ownership, operation and management of the project.

4. The Company has been organized to serve a public purpose, that its operations shall be directed toward: (1) the redevelopment of redevelopment areas, the facilitation of the relocation of residents displaced or to be displaced by redevelopment, or the conduct of low and moderate income housing projects; (2) the acquisition, management and operation of a project, redevelopment relocation housing project, or low and moderate income housing project under P.L. 1991, c.431 (C.40A:20-1, et seq.); and (3) that it shall be subject to regulation by the municipality in which its project is situated, and to a limitation or prohibition, as appropriate, on profits or dividends for so long as it remains the owner of a project subject to P.L.1991, c.431 (C40A:20-1 et seq.).

5. The Company shall not voluntarily transfer more than 10% of the ownership of the project or any portion thereof undertaken by it under P.L.1991, c.431 (C.40A:20-1 et seq.), until it has first removed both itself and the project from all restrictions of P.L.1991, c.431 (C.40A:20-1 et seq.) in the manner required by P.L. 1991, c.431 (C.40A:20-1 et seq.) and, if the project includes housing units, has obtained the consent of the Commissioner of Community Affairs to such transfer; with the exception of transfer to another urban renewal entity, as approved by the municipality in which the project is situated, which other urban renewal entity shall assume all contractual obligations of the transferor entity under the financial agreement with the municipality. The entity shall file annually with the municipal governing body a

disclosure of the persons having an ownership interest in the project, and of the extent of the ownership interest of each. Nothing herein shall prohibit any transfer of the ownership interest in the urban renewal entity itself provided that the transfer, if greater than 10 percent, is disclosed to the municipal governing body in the annual disclosure statement or in correspondence sent to the municipality in advance of the annual disclosure statement referred to above.

6. The Company is subject to the provisions of section 18 of P.L.1991, c.431 (C.40A:20-18) respecting the powers of the municipality to alleviate financial difficulties of the urban renewal entity or to perform actions on behalf of the entity upon a determination of financial emergency.

7. Any housing units constructed or acquired by the entity shall be managed subject to the supervision of, and rules adopted by, the Commissioner of Community Affairs.

8. The name and address of the registered agent is:

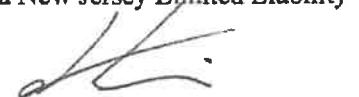
Gary (Gershon) Kassirer  
36 Airport Road, Suite 307  
Lakewood, New Jersey 08701

9. The duration of existence of the Company is perpetual unless terminated earlier in accordance with the provisions of the operating agreement of the Company.

[SIGNATURE ON FOLLOWING PAGE]

In Witness Whereof, the undersigned has been authorized to sign this Certificate of Formation of the above referenced Limited Liability Company on this 6<sup>th</sup> day of October 2025.

LIVING HOPEWELL URBAN RENEWAL, LLC,  
a New Jersey Limited Liability Company



---

DANIEL KIM, ESQ.  
Authorized Person



CHIESA SHAHINIAN & GIANTOMASI PC

105 Eisenhower Parkway, Roseland, NJ 07068  
csglaw.com

DANIEL KIM  
Counsel  
dkim@csglaw.com

O 973.530.2168 F 973.530.2368

October 6, 2025

Via FedEx Overnight

State of New Jersey, Dept. of Comm. Affairs  
Attn: Pamela Weintraub, Principal Planner  
Office of Local Planning Services  
101 South Broad Street  
Trenton, New Jersey 08625

4276  
RECEIVED

OCT - 8 2025

**Re: Certificate of Formation  
Living Hopewell Urban Renewal, LLC**

LOCAL PLANNING SERVICES

Dear Ms. Weintraub:

This office represents the entity in the above-referenced matter. Enclosed for filing please find an original dated and executed Certificate of Formation of **Living Hopewell Urban Renewal, LLC** (the "Entity") with five (5) copies thereof, and an original and copy of the Urban Renewal Entity Disclosure Form.

Should the DCA require any additional information and/or documents necessary for the approval process, please do not hesitate to contact me.

Thank you for your assistance in this regard.

Very truly yours,

*Daniel Kim*

DANIEL KIM

Encls.

Cc: Client (via email)

NEW JERSEY NEW YORK

4879-4248-5613.v1

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS  
OFFICE OF LOCAL PLANNING SERVICES  
PO BOX 813  
TRENTON, NEW JERSEY 08625-0813

URBAN RENEWAL ENTITIES  
DISCLOSURE INFORMATION

Instructions for Completion: You have filed an application for approval of an urban renewal entity pursuant to the Long Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.). In order for us to process the application, we require that you provide the following information and forward this form to the above address or fax it to (609) 633-6056. This form must be completed prior to DCA approval of the entity. If you have any questions, please call Pamela Weintraub at (609) 913-4456 or email [Pamela.Weintraub@dca.nj.gov](mailto:Pamela.Weintraub@dca.nj.gov).

Name of Urban Renewal Entity: LIVING HOPEWELL URBAN RENEWAL, LLC

**SECTION 1: TYPE OF APPROVAL REQUESTED** (check one):

Original Certificate (of incorporation, limited partnership, formation, etc.)  
 Amendment to original certificate (of incorporation, limited partnership, formation, etc.). Note: In the case of amendments, please forward a copy of original certificate marked "filed, State Treasurer" or "filed, Secretary of State" with this form.  
 Other (please specify) \_\_\_\_\_

**SECTION 2: PROJECT INFORMATION**

Project Name: Living Hopewell Urban Renewal, LLC

Project Street Address: 87 Federal City Road 08642

Project Block Number(s) 78.09

Project Lot Number(s) 21

Municipality in which the Project is located Hopewell Township

County in which the Project is located Mercer

**SECTION 3 (For project listed in SECTION 2. Check one.)**

1. This project is solely a commercial project (with no housing units) developed in a redevelopment area pursuant to a municipal redevelopment plan.  
 2. This project consists solely of market rate housing units developed in a redevelopment area pursuant to a municipal redevelopment plan.  
 3. The project consists of low and moderate income housing units, which may include senior citizen low and moderate income housing units.  
 4. This project consists of mixed uses (Specify type).  
 a. Market rate and low and moderate income housing.  
 b. Commercial and market rate housing.  
 c. Commercial and low and moderate income housing.  
 d. Other (please describe) \_\_\_\_\_

NOTE: If you checked 1 or 2, complete **SECTIONS 4, 6, and 7**.

If you checked 3, complete **SECTION 5, 6, and 7**.

If you checked 4, complete **SECTIONS 4, 5, 6, and 7**.

**SECTION 4: REDEVELOPMENT PLAN INFORMATION**Name of Municipal Redevelopment Agency Hopewell Township CommitteeCitation of municipal ordinance adopting the redevelopment plan Ordinance No. 17-1666

For housing projects, complete the following:

Specify type and number of units as applicable:

Condominium units \_\_\_\_\_

Market rate rental 252

Low and moderate income in mixed use projects 48

Senior citizen in mixed use projects \_\_\_\_\_

Other (please specify) \_\_\_\_\_

Total number of units 300**SECTION 5: PROJECT FUNDING SOURCES**

The low and moderate income housing project will be financed or insured by which of the following (check all applicable):

Private funds (Please specify) Sponsor equity and debt

State or Federal financing or insuring agencies (Please specify below)

Other (Please specify) \_\_\_\_\_

State or Federal Financing or Insuring Agencies for the Project (check all that apply):

**NJ Department of Community Affairs:**

Neighborhood Preservation Balanced Housing

HOME – CHDO Production (Community Housing Development Organizations) Program

HOME – Housing Production Investment Fund

National Housing Trust Fund

**NJ Redevelopment Authority:**

NJ Urban Site Acquisition Program

**US Department of Housing and Urban Development (HUD):**

Section 811 Supportive Housing for Persons with Disabilities

Section 202 Supportive Housing for the Elderly

HOPE VI Grants

HOME Program

**US Department of Agriculture:**

Rural Resources Administration (formerly Farmers' Home Administration)

**Other (Please specify):**

\_\_\_\_\_

**NJ Housing and Mortgage Finance Agency:**

NJ Community Housing Demo Program (developmental disabilities)

NJ Supportive Housing Connection Program

CHOICE Program

Special Needs Housing Partnership Program

Multifamily Rental Housing Program

Multifamily Conduit Bond Program

Public Housing Construction and Permanent Loan Program

Sandy Special Needs Housing Fund

Rental Housing Incentive Finance Fund

100% Mortgage Program

Urban Home Ownership Recovery Program

Low-Income Housing Tax Credit Allocation Program

Money Follows the Person Housing Partnership Program

Section 811 Project Based Rental Assistance Program

Fund for Restoration of Multifamily Housing (FRM)

Fund for restoration of Multifamily Housing -Public Housing Authority Set -Aside

List the information of the State or Federal financing or insuring agency's contact person:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department/Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**SECTION 6: PROJECT CONSTRUCTION/OWNERSHIP (check all that apply)**

1. The project is new construction.  
 2. An existing project is being rehabilitated.  
If rehab, specify name of individual, entity, etc. who is the current owner of the project.  

---

 3. Ownership of an existing project is being transferred to the new urban renewal entity.

If transfer, specify name of individual, entity, etc. from whom the project is being or has been transferred. **WOODMONT FEDERAL HOPEWELL URBAN RENEWAL, LLC**

Is the transferor entity a limited dividend corporation or association, established pursuant to the Limited Dividend and Non Profit Housing Corporations and Associations Law, N.J.S.A. 55:16-1 et seq.? (yes or no) **No**

Is the transferor entity a limited dividend corporation or association, established pursuant to the Limited Dividend and Nonprofit Housing Corporations and Associations Law, N.J.S.A.55:16-1 et seq.? (yes or no) **No**

Has the project ever been subject to a deed restriction, as a limited dividend project, pursuant to the Limited Dividend and Nonprofit Housing Corporations and Associations Law, N.J.S.A.55:16-1 et seq.? (yes or no) **No**

Is the transferor entity an existing urban renewal entity established pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.? (yes or no) **Yes**

4. Has this project caused or will this project cause displacement of individuals or businesses? (yes or no) **No**

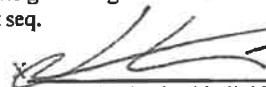
**SECTION 7: CERTIFICATION**

NOTE: This certification must be completed by an individual authorized to execute the certificate of incorporation (incorporator), the certificate of limited partnership (general partner), or other similar certificate or statement as may be required by law.

**CERTIFICATION**

I attest that the information stated herein is truthful and accurate to the best of my knowledge and understand that failure to fully and accurately disclose any information may delay processing the application while the Department investigates the application and project. Further, I understand that any project of the urban renewal entity may be subject to additional Department review and approval, pursuant to the requirements of the Limited Dividend and Nonprofit Corporations or Associations Law, N.J.S.A. 55:16-1 et seq., the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., and/or rules governing Limited Dividend and Nonprofit Housing Corporations and Associations and Urban Renewal Entities, N.J.A.C. 5:13-1 et seq.

Sworn to me and subscribed before me this day of  
(mo/day/year)



(authorized individual's signature)

Susan Wagner

**SUSAN WAGNER**  
A Notary Public, State of New Jersey  
My Commission Expires April 15, 2020

**Daniel Kim, Esq.**

(print name of authorized individual)

**EXHIBIT B**

**DISCLOSURE OF OWNERSHIP OF LIVING HOPEWELL URBAN  
RENEWAL LLC**

(10% OR GREATER)

<u>Name</u>	<u>Address</u>	<u>% of Owners</u>
1. <u>Mordechay Maurice Ben-Moshe</u>	<u>36 Airport Road, Suite 307, Lakewood, New Jersey 08701</u>	<u>100%</u>

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this  
30 day of Decembr 2025.

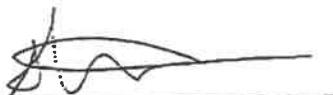


LIVING HOPEWELL URBAN RENEWAL LLC  
(Authorized Agent of Corporation)

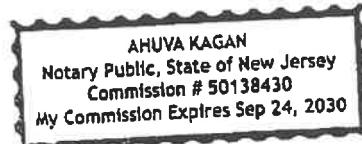
Sworn and Subscribed before  
me this 30 day of Decembr, 2025

Gary Kassirer, notar

Print name and title of Affiant



(Notary Public)



**EXHIBIT C**

**ASSIGNMENT AND ASSUMPTION OF FINANCIAL AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF FINANCIAL AGREEMENT (this "Agreement" or "Assignment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2025 by and among WOODMONT FEDERAL HOPEWELL URBAN RENEWAL, LLC, a New Jersey limited liability company with an office at 100 Passaic Avenue, Fairfield, NJ 07004 (the "Assignor"), and LIVING HOPEWELL URBAN RENEWAL, LLC, a New Jersey limited liability, having an address at 36 Airport Road, Suite 307, Lakewood, NJ 08701. ("Assignee"), and is acknowledged by the TOWNSHIP OF HOPEWELL, a municipal corporation of the State of New Jersey with offices at 201 Washington Crossing Pennington Road Titusville, NJ 08560 (the "Township").

**WITNESSETH:**

WHEREAS, the Township functions as an instrumentality pursuant to the provisions of the Local Redevelopment and Housing Law, as amended and supplemented, N.J.S.A. 40A:12A-1 et. seq. (the "Redevelopment Law"), with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the Township; and

WHEREAS, on July 27, 2017, by Resolution No. 17-013, in accordance with the criteria set forth in the Redevelopment Law, the Township Committee of the Township of Hopewell (the "Township Committee") established an area in need of redevelopment within the Township (the "Redevelopment Area"); and

WHEREAS, in accordance with the provisions of the Redevelopment Law, the Township has undertaken efforts to develop a program for the redevelopment of the Redevelopment Area; and

WHEREAS, on October 23, 2017, by Ordinance No. 17-1666, in accordance with the provisions of the Redevelopment Law, the Township adopted a redevelopment plan for the Redevelopment Area (including any amendments or modifications thereto, the "Redevelopment Plan"); and

WHEREAS, in furtherance of the objectives of the Township, the Redeveloper proposed the construction of a 300 unit rental project, consisting of 252 market-rate units and 48 affordable units and associated supporting facilities, amenities and parking within and about Block 78.09, Lot 21; (the "Project") consistent with the Redevelopment Plan, together with related improvements and facilities based on plans acceptable to the Township, and all in accordance with the provisions of the Redevelopment Agreement and the Redevelopment Plan; and

WHEREAS, Assignor is an affiliate and wholly-owned by Redeveloper, or its permitted assignees, including assignees controlling, controlled by or under common control with any member of Redeveloper; and

WHEREAS, on November 27, 2017, the Township Committee passed Resolution 17-383 approving the Township and the Redeveloper to entered into a redevelopment agreement for redevelopment of the Project (the "Redevelopment Agreement"); and

WHEREAS, by assignment and assumption agreement, the Redeveloper assigned the Redevelopment Agreement to the Assignor; and

WHEREAS, the Assignor filed an application with the Township for a long-term tax exemption for the Project pursuant to the Long-Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et. seq. (the "Long Term Tax Exemption Law"); and

WHEREAS, the Township Committee adopted Ordinance No. 17-1673 on December 11, 2017, approving the Application for a long-term tax exemption and authorizing the execution of a financial agreement pursuant to the Long-Term Tax Exemption Law.; and

WHEREAS, the Assignor and the Township executed the Financial Agreement, dated December 20, 2017 (the "Financial Agreement") for the construction, by the Assignor, of the Project, all in conformance with the Redevelopment Agreement, and

WHEREAS, Assignor, which filed a formal application with the Township on \_\_\_\_\_, 20\_\_\_\_ seeking its consent to the Assignment pursuant to Section 8.01 of the Financial Agreement, is conveying to Assignee title the Project contemporaneously with the execution of this Assignment; and

WHEREAS, the Township Committee, after thorough review, being satisfied that Assignee has met all the preconditions set forth in section 8.01(A), hereby consents to this Assignment, as evidenced by its countersignature hereto and by the adoption by the Township Committee of Resolution # \_\_\_\_\_ on \_\_\_\_\_, 2026.

NOW THEREFORE, for and in consideration of the transfer of title to the Project, Block 78.09, Lot 21, and other good and valuable consideration in hand paid and delivered by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The Recitals hereof are incorporated herein as if fully set forth at length.
2. **Assignment.** Assignor does hereby assign and transfer to Assignee all of Assignor's rights in and to, and obligations under, the Financial Agreement with respect to the Project and the tax lots identified as Block 78.09, Lot 21.
3. **Assumption.** Assignee does hereby assume all of Assignor's rights in and to, and obligations under the Financial Agreement with respect to the Project. Assignee also does hereby assume all of Assignor's responsibilities relating to the deed-restricted affordable housing units in the Project.

4. **Indemnification.** Assignor shall indemnify and hold Assignee harmless from any and all claims, losses, liabilities, costs, damages and expenses, including, but not limited to, court costs and reasonable attorneys' fees asserted against or incurred by Assignee resulting from or arising out of any events that occurred prior to the completion of closing, or resulting from or arising out of Assignor's acts, omissions, liabilities, or defaults incurred, sustained, caused, assumed or undertaken, whether voluntarily or involuntarily, prior to the completion of closing, in connection with the Financial Agreement being assigned hereunder, whenever same shall be discovered. Assignee shall indemnify and hold Assignor harmless from any and all claims, losses, liabilities, costs, damages and expenses, including, but not limited to, court costs and reasonable attorneys' fees asserted against or incurred by Assignor resulting from or arising out of any events that occurred prior to the completion of closing, or resulting from or arising out of Assignee's acts, omissions, liabilities, or defaults incurred, sustained, caused, assumed or undertaken, whether voluntarily or involuntarily, after the completion of closing, in connection with the Financial Agreement being assigned hereunder. The respective indemnifications in this Section shall survive the closing.

5. **Binding Nature.** This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee, and their respective successors and assigns.

6. **Counterparts.** This Assignment may be executed in any number of identical counterparts, including via fax or electronic copy, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

[No further text on this page; Signatures to follow.]

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**  
WOODMONT FEDERAL HOPEWELL  
URBAN RENEWAL, LLC a New Jersey  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**  
LIVING HOPEWELL URBAN  
RENEWAL, LLC, a New Jersey limited  
liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED BY:**  
TOWNSHIP OF HOPEWELL

By: \_\_\_\_\_  
Name: Honorable Courtney Peters-Manning  
Title: Mayor

Signature Page to  
Assignment and Assumption of Financial Agreement

**TOWNSHIP OF HOPEWELL  
COUNTY OF MERCER, STATE OF NEW JERSEY**

**RESOLUTION #26-**

**RESOLUTION AUTHORIZING A CONDITIONAL CONSENT ORDER WITH FAIR  
SHARE HOUSING CENTER PURSUANT TO FOURTH ROUND AFFORDABLE  
HOUSING COMPLIANCE**

**WHEREAS**, the New Jersey Supreme Court and the New Jersey Legislature have recognized and mandated in So. Burl. Co. NAACP v. Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II") and the New Jersey Fair Housing Act, i.e. N.J.S.A. 52:27D-301, et seq. ("FHA") that every municipality in New Jersey has an affirmative obligation to facilitate the provisions of affordable housing; and

**WHEREAS**, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the New Jersey Fair Housing Act ("Amended FHA"); and

**WHEREAS**, the Township filed a timely Fourth Round Declaratory Judgment action ("DJ Action") with the Affordable Housing Dispute Resolution Program ("Program"), along with its binding resolution, on January 29, 2025 pursuant to the Amended FHA; and

**WHEREAS**, the filing of the DJ Action gave the Township automatic, continued immunity from all exclusionary zoning lawsuits, including builder's remedy lawsuits, which is still in full force and effect; and

**WHEREAS**, on March 31, 2025, after a settlement conference and a session had been held before the Hon. Mary C. Jacobson, J.S.C. (Ret.), the Program Member assigned to the Township's matter, Judge Jacobson recommended that the Township's present need be fixed at eight (8) units and its prospective need be fixed at three-hundred and ninety-nine (399) units, pursuant to a settlement agreement between Fair Share Housing Center ("FHC") and the Township, and

**WHEREAS**, on April 8, 2025, the Court prepared an order fixing the Township's obligation and authorizing the Township to proceed with preparing and adopting its Housing Element and Fair Share Plan ("HEFSP") for the Fourth Round; and

**WHEREAS**, on June 27, 2025, the Township filed its HEFSP; and

**WHEREAS**, on August 31, 2025, FSHC filed a request for documentation to support the sites in its HEFSP and various other elements of its HEFSP; and

**WHEREAS**, the Township and FSHC have prepared a Conditional Compliance Certification Consent Order ("Consent Order") that provides a reasonable opportunity for the development of affordable housing to satisfy the Township's Fourth Round Affordable Housing obligations; and

**WHEREAS**, the Township must enter into the Consent Order with FSHC to accomplish the foregoing; and

**NOW THEREFORE BE IT RESOLVED** by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey on this 17<sup>th</sup> day of February, 2026, that:

1. The Mayor, Clerk or the Township's Affordable Housing Attorney are hereby authorized to execute the Consent Order in a form substantially consistent with the attached.
2. A certified true copy of this Resolution shall be filed by the Municipal Clerk and filed with the Program to be received by the Special Adjudicator and FSHC.

*Certified to be a true copy of a Resolution adopted by the Hopewell Township Committee on the 17<sup>th</sup> day of February, 2026.*

---

**Katherine Fenton-Newman, Municipal Cle**

2-17-26

11-N

TOWNSHIP OF HOPEWELL

MERCER COUNTY, NEW JERSEY

RESOLUTION #

BILLS & CLAIMS #1

BE IT RESOLVED, that the list of cash disbursements authorized for approval of bills for payment dated **February 17, 2026** in the following amounts:

Bills and Claims	-	\$6,281,288.20
Payroll		\$438,464.38
Total Disbursements	-	\$6,719,752.58

Itemized and listed on the submitted schedule are hereby approved and filed as a record as part of the minutes of this meeting.

Date Adopted:

2-17-26

11-O

TOWNSHIP OF HOPEWELL

MERCER COUNTY, NEW JERSEY

RESOLUTION #

BILLS & CLAIMS # 2

BE IT RESOLVED, that the list of cash disbursements authorized for approval of bills for payment dated February 17, 2026 in the following amounts:

Bills and Claims	-	\$149.89
Payroll	-	\$0.00
Total Disbursements	-	\$149.89

Itemized and listed on the submitted schedule are hereby approved and filed as a record as part of the minutes of this meeting.

Date Adopted:

P.O. Type: All  
Range: First to Last  
Format: Condensed  
Vendors: All  
Rcvd Batch Id Range: First to Last  
Include Non-Budgeted: Y

Open: N Paid: N Void: N  
Rcvd: Y Held: Y Aprv: N  
Bid: Y State: Y Other: Y Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
AUB01	THE AUBREY GROUP	25-00529	03/28/25	CC#25-02 Grant writing service	Open	33.23	0.00	B	
BEN13	MICHAEL BENINATO	26-00281	02/02/26	EMERGENCY MEAL REIMBURSEMENT	Open	20.65	0.00		
BLG2	BLG2 LLC	26-00351	02/09/26	ESCROW REFUND	48.01/ 9	Open	576.34		
BRA02	BRANDON FARMS CONDOMINIUM ASSO	25-01326	12/08/25	MONTHLY CONDO FEE MARCH 2026	Open	296.00	0.00		
CAN14	The Canning Group LLC	26-00316	02/09/26	2026 QPA services	Open	2,583.34	0.00	B	
CEN26	CENTURY PEST CONTROL LLC	26-00084	01/08/26	2026 BLANKET PEST CONTROL	Open	85.00	0.00	B	
CEN34	CENTURYLINK COMMUNICATIONS LLC	24-00998	08/14/24	911 center dispatch upgrades	Open	704.54	0.00	B	
COM41	COMCAST	26-00363	02/11/26	COMCAST BUSINESS ACCOUNT	Open	149.89	0.00		
COR15	CORELOGIC	26-00298	02/03/26	B48 L5.01 209 PENN HARB RD	Open	6,576.74	0.00		
DES11	NIKHIL DESHPANDE	26-00353	02/09/26	ESCROW REFUND	78.14 / 4	Open	113.58	0.00	
EAR06	EARLE ASHPALT COMPANY	25-00919	07/18/25	Bid25-08 Drainage Nelson Ridge	Open	23,180.73	0.00	B	
EPI01	EPIC SYSTEMS GROUP	26-00078	01/08/26	2026 BLANKET FIRE ALARM MAINT	Open	468.50	0.00	B	
EWI10	PETROS and SONS INC OF EWING	26-00050	01/08/26	2026 BLANKET EMERGENCY MEALS	Open	643.10	0.00	B	
FOR05	FORMS SPECIALIST INC	25-01369	12/22/25	OFFICER NOTE PADS	Open	369.99	0.00		
GAR22	BAYARD GARDINEER	26-00352	02/09/26	ESCROW REFUND	43.02 / 2	Open	385.47	0.00	
GEB02	GEBHARDT and KIEFER P C	25-00831	06/27/25	Conflict Legal ZBOA	Open	2,467.50	0.00	B	

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
HEA03	HEATH LUMBER			26-00234 01/28/26 2026 BLANKET PW BLDG MATERIALS	Open	78.00	0.00	B	
HOG03	HOGAN SECURITY GROUP LLC			25-01367 12/22/25 EXIT DEVICE REPLACEMNET DPW	Open	2,777.27	0.00		
HOP04	HOPEWELL VALLEY REG SCHOOL DIS			26-00001 01/02/26 2026 Payments	Open	6,127,045.50	0.00		
INT20	Integrity Consulting Group			26-00317 02/09/26 2026 Benefit Consultant	Open	6,500.00	0.00	B	
INT23	INTERMEDIA NET INC			26-00365 02/11/26 2025 email svcs ACCT 3906659	Open	1,998.59	0.00	B	
				26-00366 02/11/26 2026 phone account 2555571	Open	<u>2,460.72</u>	0.00	B	
						4,459.31			
JUS03	JUST RITE EQUIPMENT			25-01306 11/24/25 ROLLING SHUTTER FOR COUNTER	Open	7,131.93	0.00		
KNE02	RANDI MALKIEWICZ			26-00291 02/02/26 2026 REIMBURSEMENT FOR MILEAGE	Open	94.32	0.00	B	
KON03	KONICA MINOLTA			26-00108 01/09/26 2026 COPIER LEASE POLICE	Open	386.76	0.00	B	
				26-00294 02/02/26 COPIER LEASE UL 500-50523208	Open	868.86	0.00	B	
				26-00295 02/02/26 HEALTH DPT COPIER 500-50605953	Open	<u>757.76</u>	0.00	B	
						2,013.38			
KUL04	KULAK ARMS AND OUTFITTERS LLC			25-01351 12/15/25 BLAUER SOFTSHELL FLEECE JACKET	Open	1,067.16	0.00		
LEA06	LEAF Capital Funding LLC			26-00088 01/08/26 COPIERS DPW & LL	Open	678.47	0.00	B	
LIN11	Francis P Linnus			25-00292 02/04/25 2025 general legal PB	Open	798.00	0.00	B	
				26-00237 01/28/26 PB LEGAL MATTERS ESCROW	Open	<u>2,965.00</u>	0.00		
						3,763.00			
LIN13	LINDE GAS and EQUIPMENT INC			25-00029 01/06/25 2025 BLANKET CYCLINDER GASES	Open	226.39	0.00	B	
MAJ02	MAJESTIC OIL CO			26-00149 01/12/26 2026 BLANKET FUELS, VEHICLES	Open	23,580.51	0.00	B	
				26-00151 01/13/26 2026 BLANKET HEATING OIL	Open	<u>530.26</u>	0.00		
						24,110.77			
MAS04	MASON GRIFFIN AND PIERSON			25-00290 02/04/25 2025 legal services ZB	Open	2,747.67	0.00	B	
MCM01	Mcmanimon Scotland Baumann			25-00294 02/04/25 Legal Non-escrow Redevelopment	Open	427.50	0.00	B	

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
MER05	MERCER COUNTY CHIEFS ASSOC	26-00181	01/21/26 2026	MEMBERSHIP DUES/POLICE	Open	275.00	0.00		
MER27	MERCER COUNCIL ON ALCOHOLISM	26-00110	01/09/26 2026	EMPLOYEE ASSISTANCE PROG	Open	4,158.00	0.00		
MER71	MERCER CNTY BOARD OF TAXATION	26-00278	01/30/26 2026	WINTER SEMINAR 2/20	ERNST	Open	75.00	0.00	
MIS06	DAVID MISIOLEK	26-00150	01/13/26 2026	BLANKET MILEAGE REIMBURSE	Open	89.90	0.00	B	
NJC02	NEW JERSEY CONFERENCE OF MAYOR	26-00103	01/08/26 2026	NJCM WINTER SUMMIT 2026	Open	100.00	0.00		
NJEZ	NJ EZ PASS	26-00113	01/09/26 2026	BLANKET POLICE EZ PASS	Open	43.00	0.00	B	
NJL01	NJ LEAGUE OF MUNICIPALITIES	26-00020	01/08/26	Job posting 2026 - Laborer	Open	115.00	0.00		
		26-00183	01/21/26	SUBSCRIPTION RENEWAL	Open	<u>150.00</u>	0.00		
						<u>265.00</u>			
NJM02	NJMMA	26-00168	01/15/26 2026	NJMMA ANNUAL RENEWAL	Open	300.00	0.00		
NJW02	NJ WOMEN IN LAW ENFORCEMENT INC	26-00180	01/21/26	POLICE: ALLEN/MCCALLUM	Open	598.00	0.00		
OGI01	BELINDA L OGITIS	26-00265	01/29/26 2026	Vision reimbursement -fam	Open	178.00	0.00		
ONE03	ONE CALL CONCEPTS INC	25-00066	01/06/25 2025	BLANKET UTILITY MARKOUTS	Open	72.20	0.00	B	
PAL14	PALLADIN TOUR & TRAVEL LLC	25-00528	03/28/25	SINATRA BALANCE 3/26/2026	Open	850.00	0.00		
PEN11	PENNINGTON SUPERMARKET	26-00047	01/08/26 2026	BLANKET EMERGENCY MEALS	Open	35.46	0.00	B	
		26-00107	01/09/26 2026	SENIOR REFRESHMENTS	Open	<u>14.97</u>	0.00	B	
						<u>50.43</u>			
REL06	RELIABLE OFFICE SOLUTIONS INC	26-00104	01/08/26	Annual Copier contract	COURT	103.95	0.00	B	
RJS01	RJ SHERMAN AND ASSOCIATES INC	25-00534	03/31/25	PARTS FOR WOOD CHIPPER #96	Open	126.42	0.00		
RM001	R MOSLOWSKI EXCAVATING INC	26-00152	01/13/26	REPLACE MANHOLE FRAME	Open	3,800.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
SN001	CHARLES SNOOK	26-00362	02/11/26	Medical Reimbursement 2025	Open	30.00	0.00		
SOC05	SOCKEY LLC	25-00984	08/13/25	SOCKEY WINTER PROGRAM 2026	Open	2,610.00	0.00		
STC01	STC WATER TREATMENT SVCS INC	26-00094	01/08/26	2026 BLANKET WATER TREATMENT	Open	100.00	0.00	B	
ST003	STONY BROOK REG SEWER AUTH	26-00361	02/11/26	2026 treatment	Open	20,003.84	0.00		
SUB04	Suburban Consulting Eng Inc	25-00835	06/27/25	Hiohela Dam Decomm F Design	Open	16,827.00	0.00	B	
SUN04	SUNNYMAC SOLAR LLC	25-00624	04/28/25	BUILDING PERMIT REFUND	Open	612.75	0.00		
TRE29	21st Century Media TRENTONIAN	25-00364	02/11/25	LEGAL ADVERTISING PB/ZB ESCROW	Open	111.65	0.00		
TRI26	TriShield Security Protection	26-00165	01/14/26	Court Security Attendant	Open	475.00	0.00	B	
UMB01	MARGARET E. UMBRO	26-00266	01/29/26	2026 Vision reimbursement	Open	200.00	0.00		
VAN01	VAN CLEEF ENGINEERING	24-01296	11/15/24	Misc drainage	Open	2,204.00	0.00	B	
		25-00273	02/04/25	2025 General Engineering	Open	4,997.00	0.00	B	
		25-00767	06/05/25	2025 Road Program	Open	<u>270.00</u>	0.00	B	
						<u>7,471.00</u>			
VIT06	Vital Records Control	26-00364	02/11/26	offsite storage	Open	136.68	0.00	B	

Total Purchase Orders: 67 Total P.O. Line Items: 0 Total List Amount: 6,281,438.09 Total Void Amount: 0.00

Totals by Year-Fund		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
	5-01	16,038.13	0.00	16,038.13	0.00	0.00	16,038.13
	5-05	7.60	0.00	7.60	0.00	0.00	7.60
	5-07	30.40	0.00	30.40	0.00	0.00	30.40
	5-10	34.20	0.00	34.20	0.00	0.00	34.20
Year Total:		16,110.33	0.00	16,110.33	0.00	0.00	16,110.33
	6-01	6,182,595.03	0.00	6,182,595.03	0.00	0.00	6,182,595.03
	6-05	26.10	0.00	26.10	0.00	0.00	26.10
	6-07	3,837.70	0.00	3,837.70	0.00	0.00	3,837.70
	6-10	20,029.94	0.00	20,029.94	0.00	0.00	20,029.94
Year Total:		6,206,488.77	0.00	6,206,488.77	0.00	0.00	6,206,488.77
	X-04	43,186.27	0.00	43,186.27	0.00	0.00	43,186.27
	X-14	296.00	0.00	296.00	0.00	0.00	296.00
	X-15	3,460.00	0.00	3,460.00	0.00	0.00	3,460.00
	X-21	11,896.72	0.00	11,896.72	0.00	0.00	11,896.72
Year Total:		58,838.99	0.00	58,838.99	0.00	0.00	58,838.99
Total of All Funds:		6,281,438.09	0.00	6,281,438.09	0.00	0.00	6,281,438.09

**TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY**

**R E S O L U T I O N**

**EXECUTIVE SESSION**

**WHEREAS**, it is necessary for the Township Committee to discuss real estate, legal, contract negotiations and/or personnel matters; and

**WHEREAS**, N.J.S.A. 10:4-12 permits the Township Committee to conduct a meeting from which the public is excluded in order to discuss such matters; and

**WHEREAS**, the time when and circumstances under which discussion conducted in executive session may be disclosed to the public is when appropriate.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey, that the Township Committee shall forthwith conduct an executive session to discuss the above.

**BE IT FURTHER RESOLVED**, that the scope of the aforesaid executive session will be limited to the above matters as stated.