



Princeton NJ

400 Witherspoon St
Princeton, NJ 08540

Mayor and Council of Princeton Meeting Agenda

Monday, September 8, 2025

7:00 PM

Main Council Chambers

I. JOIN MEETING - PLEASE CLICK LINK BELOW:

<https://us02web.zoom.us/j/82208006480>

Webinar ID: 822 0800 6480

II. STATEMENT CONCERNING NOTICE OF MEETING

Notice of this meeting was provided in accordance with the requirements of the Open Public Meetings Act and State regulations governing public meetings, including the time, date and location of the meeting and clear and concise instructions to the public for accessing the meeting and making comments. In addition, the agenda and all related materials were posted electronically and made available to the public on Princeton's meeting portal in advance of the meeting.

III. LAND ACKNOWLEDGEMENT

"We gather today on the land of the Leni Lenape. As members of the Princeton community, we aspire to show appreciation, respect, and concern for all peoples and our environment. We honor the Lenape and other Indigenous caretakers of these lands and waters, the elders who lived here before, the Indigenous today, and the generations to come"

IV. ROLL CALL

V. PLEDGE OF ALLEGIANCE

VI. ANNOUNCEMENTS/REPORTS

VII. PROCLAMATION

1. [0061](#) A Proclamation Celebrating Welcoming Week 2025
2. [0062](#) A Proclamation Observing September 15th Through October 15th, 2025 as Hispanic Heritage Month

VIII. ORDINANCE PUBLIC HEARING

Anyone wishing to comment on or ask a question about an ordinance(s) listed below for public hearing and adoption can do so by either in person or Zoom. In person use the sign-up sheet on the podium. To make a spoken comment, either click on "Participants" and use the "raise hand" function, or- if attending by telephone- press *9. When it is your turn to speak the meeting host will unmute you and the Mayor will recognize you.

1. [ORD
25-14](#) An Ordinance by the Municipality of Princeton Authorizing the Lease of a Portion of the Community Park South Tennis Facility for a Public Purpose to the Princeton Tennis Program Pursuant to the Local Lands and Buildings Law, N.J.S.A. 40A:12-14 (c) and N.J.S.A. 40A-12-15(i)”- Roll Call

2. [ORD
25-15](#) An Ordinance of the Municipality of Princeton Amending Chapter T10B Entitled “Land Use” of the Municipality of Princeton by Creating the Affordable Housing District 14 (AH-14) in Furtherance of the Fair Housing Act-Roll Call

IX. RESOLUTIONS

1. [R-25-305](#) Resolution of the Mayor and Council of Princeton Authorizing the Extension of the Term of the Professional Services Agreement with Arcadis, U.S., Inc. for Hamilton Avenue Sanitary Sewer Replacement Engineering Design and Bid Phase Services for the Length of Time Necessary for the Completion of the Actual Construction with No Change to the Contract Amount

2. [R-25-306](#) Resolution of the Mayor and Council of Princeton Authorizing and Amending Princeton Affordable Housing Program, Home Rehabilitation Loans 2025-1 and 2025-2 Not to Exceed \$39,300.00

3. [R-25-307](#) Resolution of the Mayor and Council of Princeton Authorizing an Increase of \$65,000.00 to the Contract with Jen Electric, Inc. for Traffic Signal Maintenance Services for a New Not to Exceed Amount of \$107,040.00 for the January 1, 2025 through December 31, 2025 Term

4. [R-25-308](#) Resolution of the Mayor and Council of Princeton Endorsing Princeton’s Application to the New Jersey Division of Fish and Wildlife for Designation of a Special Deer Management Area and Approval of Princeton’s 2025-2026 Community Based Deer Management Plan

5. [R-25-309](#) Resolution of the Mayor and Council Authorizing the Award of a Bid Contract to Dan Swayze & Son, Inc. for North Harrison Street Traffic Striping and Pavement Markings for an Amount Not to Exceed \$132,193.75
6. [R-25-310](#) Resolution of the Mayor and Council of Princeton Authorizing the Execution of a Development Agreement with PCH Development Corporation for an Affordable Housing Development in Connection with the Municipality's Fourth Round Affordable Housing Plan
7. [R-25-311](#) Resolution of Need for the Construction of an Affordable Housing Project on Property Located at 13 Chestnut Street (block 30.02, lots 39.01 and 39.02)
8. [R-25-312](#) Resolution of the Mayor and Council of Princeton, in the County of Mercer, New Jersey, Determining the Form and Other Details of One or More Notes Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank, to be Issued in the Aggregate Principal Amount of up to \$6,300,000, Providing for the Issuance and Sale of Such Notes to the New Jersey Infrastructure Bank and Authorizing the Execution and Delivery of Such Notes by Princeton in Favor of the New Jersey Infrastructure Bank, All Pursuant to the New Jersey Infrastructure Bank Construction Financing Loan Program

X. CONSENT AGENDA

1. [R-25-313](#) Resolution of the Mayor and Council of Princeton Authorizing the Payment of Bills and Claims
2. [R-25-314](#) Resolution of the Mayor and Council of Princeton Authorizing 2025 3rd Quarter Refunds of \$61,318.93 Overpayments
3. [R-25-315](#) Resolution of the Mayor and Council of Princeton Approving the Placement Pole Banners on Nassau Street by the Princeton Ballet School, November 15, 2025 to November 29, 2025

XI. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

The Mayor and Council will take comments first from members of the public attending the meeting in person, then from members of the public attending the meeting via Zoom. Speakers will be limited to 3 minutes. No immediate action will be taken on any public comment issue.

IN-PERSON:

Please use the sign-up sheet on the podium. After everyone who signed up has had the opportunity to speak, the Mayor will invite any additional comments from members of the public. Please line up at the podium if you plan to speak.

ZOOM:

To make a comment or ask a question during the meeting via zoom, raise your hand using one of the following alternatives:

1. Windows or Mac platform: Click on “Participants” at the bottom of the screen, then click on “raise hand” (Windows shortcut: Alt+Y; Mac shortcut: Option+Y).
2. Android or iOS device: Click on “raise hand” in the bottom left corner of your screen.
3. Telephone: Press #9

XII. ADJOURNMENT



Proclamation

Office of the Mayor
Municipality of Princeton

PROCLAMATION CELEBRATING WELCOMING WEEK 2025

WHEREAS, Princeton takes pride in being a diverse, inclusive community that values the contributions of residents of all backgrounds, identities, and cultures; and

WHEREAS, Welcoming Week, celebrated **September 12-21, 2025**, brings together neighbors across the nation and around the world to deepen understanding and strengthen belonging; and

WHEREAS, Princeton is proud to celebrate **its 10th year as a Welcoming Community**, marking a decade of commitment to equity, inclusion, and opportunity for all who call Princeton home; and

WHEREAS, Welcoming Week provides an occasion to honor our shared values, celebrate the vibrancy of our community, and reaffirm our dedication to ensuring that every resident feels seen, valued, and connected; and

WHEREAS, at a time when diversity and inclusion are increasingly questioned and challenged, Princeton affirms that these values are essential to our civic identity, democratic vitality, and collective future, and we pledge to continue strengthening them through our policies, programs, and partnerships;

NOW, THEREFORE, I, Mark Freda, Mayor of the Municipality of Princeton, and the Council of Princeton, County of Mercer, State of New Jersey, do hereby proclaim **September 12-21, 2025** as **Welcoming Week in Princeton** and invite all residents, businesses, and organizations to join in celebrating Princeton's 10th year as a Welcoming Community.

GIVEN UNDER MY HAND AND SEAL
THIS 8th DAY OF SEPTEMBER

MARK FREDA, Mayor

Proclamation

Office of the Mayor
Municipality of Princeton

PROCLAMACIÓN SEMANA DE BIENVENIDA 2025

CONSIDERANDO que, Princeton se enorgullece de ser una comunidad diversa e inclusiva que valora las contribuciones de residentes de todos los orígenes, identidades y culturas; y

CONSIDERANDO que, la Semana de Bienvenida, celebrada del **12 al 21 de septiembre de 2025**, reúne a vecinas y vecinos en toda la nación y alrededor del mundo para profundizar el entendimiento mutuo y fortalecer el sentido de pertenencia; y

CONSIDERANDO que, Princeton se enorgullece en celebrar su **10º año como Comunidad de Bienvenida**, un hito que refleja una década de compromiso con la equidad, la inclusión y la oportunidad para todas las personas que llaman a Princeton su hogar; y

CONSIDERANDO que, la Semana de Bienvenida ofrece una ocasión para honrar nuestros valores compartidos, celebrar la vitalidad de nuestra comunidad y reafirmar nuestra dedicación a garantizar que cada residente se sienta visto, valorado y conectado; y

CONSIDERANDO que, en un tiempo en el que la diversidad y la inclusión son cada vez más cuestionadas y desafiadas, Princeton afirma que estos valores son esenciales para nuestra identidad cívica, la vitalidad democrática y nuestro futuro colectivo, y nos comprometemos a seguir fortaleciéndolos a través de nuestras políticas, programas y colaboraciones;

POR LO TANTO, YO, Mark Freda, el alcalde de la Municipalidad de Princeton, y el Concilio de Princeton, Condado de Mercer, Estado de Nueva Jersey, proclamo el **12 al 21 de septiembre de 2025** como la **Semana de Bienvenida en Princeton**, e invito a todos los residentes, negocios y organizaciones a unirse a la celebración del **10º año de Princeton como Comunidad de Bienvenida**.

DADO BAJO MI MANO Y MI SELLO
ESTE 8 DE SEPTIEMBRE DE 2025

MARK FREDA



Proclamation

Office of the Mayor
Municipality of Princeton

PROCLAMATION OBSERVING SEPTEMBER 15th THROUGH OCTOBER 15th, 2025 AS HISPANIC HERITAGE MONTH

WHEREAS, National Hispanic Heritage Month is observed each year from September 15th to October 15th to celebrate the histories, cultures, and contributions of those living in America whose ancestors came from Spain, Mexico, the Caribbean, and Central and South America; and

WHEREAS, the theme for 2025 is “Collective Heritage: Honoring the Past, Inspiring the Future”; and

WHEREAS, the observation of National Hispanic and Latino Heritage Month began in 1968 as Hispanic Heritage Week under President Lyndon Johnson and was expanded by President Ronald Reagan in 1988 to cover a 30-day period starting on September 15th and ending on October 15th; and

WHEREAS, the day of September 15th is significant because it is the anniversary of independence for the Latin American countries Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16th and September 18th, respectively. Finally, Day of the Races or Dia de la Raza, which is October 9th, falls within this 30-day period; and

WHEREAS, the Hispanic and Latino community has helped build and strength our society for generations at every level in government, science, business, culture, sports, education, and the arts; and

WHEREAS, Hispanic and Latino Americans represent a significant and fast-growing

demographic and we honor the invaluable ways they contribute to our community as friends, family members, teachers, elected officials, essential workers, coworkers and much more; and

WHEREAS, Princeton Municipality hereby commits to highlighting the rich diversity of peoples and histories within the Latino community; and

NOW, THEREFORE, I, Mark Freda, Mayor of the Municipality of Princeton, and the Council of Princeton, County of Mercer, State of New Jersey, do hereby proclaim September 15th through October 15th, 2024, as 'Hispanic Heritage Month' and call upon the people of Princeton to join in this special observance by seeking out celebrations, educational programs, and community activities to learn more about the role Hispanic and Latino Americans have played in our nation's history.

GIVEN UNDER MY HAND AND SEAL
THIS 8th DAY OF SEPTEMBER 2025

MARK FREDA, Mayor



Princeton NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: ORD 25-14

Agenda Date: 4/14/2025

Agenda #: 1.

An Ordinance by the Municipality of Princeton Authorizing the Lease of a Portion of the Community Park South Tennis Facility for a Public Purpose to the Princeton Tennis Program Pursuant to the Local Lands and Buildings Law, N.J.S.A. 40A:12-14 (c) and N.J.S.A. 40A-12-15(i)”- Roll Call

Ordinance #2025-14

AN ORDINANCE BY THE MUNICIPALITY OF PRINCETON AUTHORIZING THE LEASE OF A PORTION OF THE COMMUNITY PARK SOUTH TENNIS FACILITY FOR A PUBLIC PURPOSE TO PRINCETON TENNIS PROGRAM PURSUANT TO THE LOCAL LANDS AND BUILDINGS LAW, N.J.S.A. 40A:12-14(c) AND N.J.S.A. 40A:12-15(i).

WHEREAS, Princeton is the owner of property known as Princeton Community Park South and designated on the Princeton Tax Map as Block 69.02, Lot 2 (“Property”); and

WHEREAS, a portion of the Property, known as the Community Park South Tennis Facility, houses fifteen tennis courts and appurtenant facilities including a structure known as the “tennis shed” (“Facility”); and

WHEREAS, the Facility has for many years been successfully operated for tennis programming and education by Princeton Tennis Program on behalf of Princeton; and

WHEREAS, Princeton Tennis Program is a nonprofit organization pursuant to New Jersey law and section 501(c)(3) of the I.R.S. Code, whose mission is to serve and connect the community of central New Jersey to the sport of tennis; and

WHEREAS, Princeton Tennis Program desires to continue to operate twelve of the tennis courts at the Facility on Princeton’s behalf for purposes of encouraging, fostering and operating a tennis program at the Facility; and

WHEREAS, Princeton wishes to continue to have the twelve courts and tennis shed at the Facility utilized for the operation of tennis programming (“Leased Premises”); and

WHEREAS, Princeton is in the planning stages of a project for reconstruction of the twelve tennis courts and tennis shed (“Project”), as well as for additional upgrades and improvements to the remainder of the Facility; and

WHEREAS, Princeton Tennis Program has offered to make capital contributions up to \$600,000 to Princeton towards the cost of the Project, in exchange for a new, multi-year Lease Agreement to cover Princeton Tennis Program’s use and operation of the Facility after the Project’s completion in or around 2026; and

WHEREAS, the New Jersey Local Lands and Buildings Law (and in particular N.J.S.A. 40A:12-14(c) and N.J.S.A. 40A:12-15(i)), authorizes Princeton to lease property not then needed for public use to a nonprofit corporation for a public purpose, including, but not limited to, any activity for the promotion of the health, safety, morals and general welfare of the community of any nonprofit corporation; and

WHEREAS, Princeton Council hereby finds that Princeton Tennis Program’s activities for which they will be using the Leased Premises promote and serve the health, safety, morals and general welfare of Princeton and the entire community; and

WHEREAS, at this time, the Leased Premises is not needed for municipal use.

NOW, THEREFORE, BE IT ORDAINED by Princeton Council as follows:

Section 1. The factual recitals contained in the foregoing "Whereas" clauses are incorporated herein as if fully restated.

Section 2. Pursuant to N.J.S.A. 40A:12-14(c) and N.J.S.A. 40A:12-15(i), Princeton Council does hereby authorize Princeton to enter into a lease agreement with Princeton Tennis Program (“PTP”) for the lease of a portion of Princeton Community Park South (Block 69.02, Lot 2), known as the Community Park South Tennis Facility (“Facility”), and more specifically twelve

tennis courts and structure known as the “tennis shed” at said Facility (the “Leased Premises”).

Said agreement shall be subject to the following essential terms:

- a. The initial term of PTP’s use of the Leased Premises shall be five years, to commence on January 1st following the date on which the new tennis courts and tennis shed are constructed (“Project”). Subject to the approval of the Department of Environmental Protection (as may be necessary) and applicable laws and regulations, the lease shall be renewable for up to three additional renewal terms of five years each (referred to as the first, second and third optional five-year renewal terms). The total lease term, including any renewal terms, shall not exceed twenty years.
- b. In consideration for use of the Leased Premises, PTP shall pay Princeton capital contributions up to \$600,000, to be paid as follows: (1) \$30,000 due when Princeton commences construction of the Project (i.e., at ground-breaking); (2) \$270,000 due when Princeton completes construction of the Project (i.e., at issuance of required certificate of occupancy); (3) \$150,000 due at commencement of the second optional five-year renewal term (if elected); and (4) \$150,000 due at commencement of the third optional five-year renewal term (if elected).
- c. Pursuant to N.J.S.A. 40A:12-14(c), PTP will submit to Princeton, no later than June for the prior twelve-month period, a written report setting forth: (1) the uses to which the leasehold was put during that year; (2) the activities that PTP undertook in furtherance of the public purposes for which the leasehold was granted, including but limited to social equity programming;

(3) the approximate value or cost, if any, of such activities; and (4) an affirmation of PTP’s continued tax-exempt status pursuant to both State and Federal law.

d. The lease will be subject to and comply in all respects with the requirements of the Department of Environmental Protection, Green Acres Program, as set forth at N.J.A.C. 7:36-25.13.

Section 3. Pursuant to the requirements of N.J.S.A. 40A:12-14(c), the Princeton Recreation Director (or his designee) is hereby designated as the authorized representative of Princeton, responsible for enforcing the terms and conditions of the lease.

Section 4. The Mayor and Clerk are hereby authorized and directed to sign the lease attached hereto as Exhibit A, or such other substantially similar agreement, the terms and form of which shall be reviewed and approved by the Municipal Attorney in consultation with the Administrator and Recreation Director.

Section 5. The Mayor, Clerk, Administrator, Recreation Director and other appropriate staff and officials are hereby authorized and directed to undertake any and all other acts proper and necessary to effectuate the terms hereof.

Section 6. This ordinance will take effect upon final adoption and publication, as provided for by law.

Dawn M. Mount, Clerk

Mark Freda, Mayor

Ordinance Introduced:
Ordinance Adopted:

This ordinance authorizes the Municipality of Princeton to execute a lease agreement with Princeton Tennis Program (“PTP”), a nonprofit organization, to lease a portion of Princeton’s property, known as the Community Park South Tennis Facility (“Facility”), for the purpose of

providing tennis programming to the Princeton community. Princeton is in the process of planning the Facility's reconstruction, including the twelve courts and the tennis shed currently leased to PTP. The new lease will go into effect immediately, but use of the Facility thereunder will not commence until January 1st after the date on which the reconstruction of the twelve tennis courts and tennis shed is complete. The initial term is five years and the lease is subject to up to three optional renewal terms of five years each (for up to a total term of twenty years). In consideration for use of the Facility, PTP will contribute up to a total of \$600,000 to Princeton for use in reconstructing the courts and shed, with \$30,000 to be paid when Princeton commences construction of the courts and shed, \$270,000 to be paid when Princeton completes construction of the courts and shed, \$150,000 to be paid at the commencement of the second optional five-year renewal term (if exercised) and \$150,000 to be paid at the commencement of the third optional five-year renewal term (if exercised).

LEASE AGREEMENT
Community Park South Tennis Facility
Portion of Block 69.02, Lot 2 in the Municipality of Princeton
Mercer County, New Jersey

This Lease Agreement (“Lease” or “Lease Agreement”) entered into this ___ day of _____, 2025 between the Municipality of Princeton, a municipal corporation of the State of New Jersey, with its main offices at 400 Witherspoon Street, Princeton, New Jersey 08540 (“Princeton”) and Princeton Tennis Program, a nonprofit corporation of the State of New Jersey, with its main offices at Eve Kraft Community Tennis Center, 92 Washington Road, Princeton Junction, NJ 08550 (“PTP”).

WITNESSETH

WHEREAS, Princeton is the owner of premises known as Princeton Community Park South and designated on the Princeton Tax Map as Block 69.02, Lot 2 (“Property”); and

WHEREAS, a portion of the Property, known as the Community Park South Tennis Facility, houses fifteen tennis courts and appurtenant facilities including a structure known as the “tennis shed” (“Facility”); and

WHEREAS, the Facility has for many years been successfully operated for tennis programming and education by PTP on behalf of Princeton; and

WHEREAS, PTP is a nonprofit 501(c)(3) organization whose mission is to serve and connect the community of central New Jersey to the sport of tennis; and

WHEREAS, PTP is experienced in organizing, operating, and administering such a program on behalf of Princeton; and

WHEREAS, the parties have executed a Lease Agreement that commenced on March 1, 2024 through which PTP is leasing from Princeton twelve tennis courts for operation of tennis programming (“2024 Lease Agreement”); and

WHEREAS, Princeton is in the planning stages of a project for the reconstruction of the twelve tennis courts (“Project”), as well as additional upgrades and improvements to the remainder of the Facility; and

WHEREAS, PTP has offered to make a Capital Contribution (as defined herein) to Princeton towards the cost of funding the Project and other permitted purposes (also as defined herein), in exchange for a new, multi-year Lease Agreement; and

WHEREAS, in consideration of the Capital Contribution, Princeton seeks to execute a new Lease Agreement for an initial term of five years and up to three additional renewal terms of five years each; and

WHEREAS, N.J.S.A. 40A:12-14(c) authorizes Princeton to lease property not then needed for public use to a nonprofit corporation for a public purpose; and

WHEREAS, N.J.S.A. 40A:12-15 specifies that a lease for a public purpose authorized under N.J.S.A. 40A:12-14.c. shall be for any municipal public purpose, including, but not limited to under subsection (i), which includes any activity for the promotion of the health, safety, morals and general welfare of the community of any nonprofit corporation; and

WHEREAS, on _____ 2025, the Mayor and Council of the Municipality of Princeton duly adopted Ordinance # 2025-__ authorizing the lease for public purposes of the above-referenced portion of the Facility, and specifically for PTP’s continued operation and maintenance of tennis programming to the community, which recreational programming promotes the health, safety, morals and general welfare of the Princeton community; and

WHEREAS, Princeton submitted this Lease to the New Jersey Department of Environmental Protection, Green Acres Program, for review and approval in accordance with the requirements of N.J.A.C. 7:36-25.13; and

NOW THEREFORE, in consideration of the terms and conditions set forth below and the mutual promises contained herein, the Municipality of Princeton (“Princeton”) and Princeton Tennis Program (“PTP”) (collectively the “parties”) agree as follows:

1. Description of Existing Lease and Anticipated Reconstructed Leased Premises. Princeton is the owner of real property located at Princeton Community Park South, and designated on the Municipality of Princeton Tax Map as Block 69.02, Lot 2 (“Property”). A portion of the Property is currently improved for purposes of tennis and other recreational activities, known as the Community Park South Tennis Facility (“Facility”).

- a. The Facility presently consists of a total of fifteen tennis courts and appurtenances, including a structure known as the “tennis shed.” Under a lease agreement between the Parties which commenced on March 1, 2024 (“2024 Lease Agreement”), twelve of the courts and the tennis shed are leased to PTP, whereas three remaining courts at the Facility are excluded from the 2024 Lease Agreement. The 2024 Lease Agreement provides for an initial one-year term from March 1, 2024 to February 28, 2025, with two additional, optional one-year renewal terms from March 1, 2025 to February 28, 2026 and from March 1, 2026 to February 28, 2027. The Parties are currently in the first renewal term of the 2024 Lease Agreement, which commenced on March 1, 2025 and continues until February 28, 2026.
- b. Following the 2025 Regular Tennis Season (as defined hereinafter), Princeton plans to reconstruct twelve tennis courts at the Facility and build a new structure similar to the existing “tennis shed” (“Project”), and make additional improvements to the Facility.
 1. Princeton has hired a professional engineering firm to design the Project and the other improvements to be made to the Facility (“Design Work”). The Design Work is scheduled to take twelve months to complete. The Project’s construction cannot commence until after the Design Work is completed, and

only then after a construction contract is bid and executed, which is anticipated to take place in 2026.

2. The Parties acknowledge and agree that the Design Work and commencement and completion of the Project's construction may be impacted by factors at the Property that are beyond the reasonable control or anticipation of Princeton, including but not limited to site conditions which may require environmental, soil, and/or wetlands remediation and other remedial work. Such factors may delay the commencement of the Project, increase the Project cost so that that it is substantially higher than anticipated, or cause Princeton to decide to abandon some or all of the Project (or other Facility improvements) altogether. Accordingly, the Parties acknowledge and agree that if such conditions cause extensive delays in the Project or substantially increase the anticipated cost of the Project so that it is no longer feasible for Princeton, then prior to commencement of the Project, either Party may in good faith terminate this Lease Agreement without any further obligations or duties to the other Party. Notwithstanding anything to the contrary hereto, should Princeton decide that the Project is no longer feasible, the entirety of any portion of the Capital Contribution that has been paid by PTP shall be returned to PTP.
 3. PTP acknowledges that during the construction work in furtherance of the Project, the tennis courts will not be usable. Princeton anticipates that the Project will be completed in 2026 or 2027. However, it is not possible for Princeton to guarantee this time frame as indicated above. Therefore, the Parties shall work to ensure that PTP is able to continue to utilize the tennis courts prior to commencement of the work to the extent reasonably possible, which may necessitate renewal of the 2024 Lease Agreement for some or all of a portion of the 2026 Regular Tennis Season.
- c. Upon completion of the Project, PTP's right to use the twelve tennis courts, at least six of which courts shall be lit, and the "tennis shed" replacement structure ("Premises" or "Leased Premises"), shall take effect. The Premises shall be as shown on a new Exhibit A to this Lease Agreement to be annexed by the Parties following Project completion. Princeton intends to build new restroom facilities to support the new courts and the Facility, but the parties recognize that the new restroom facilities are not part of the Project, and that they may not be complete at the same time as when the Leased Premises is complete and ready for PTP's use.

2. Premises Subject to Lease, Liens, Encumbrances and Other Conditions. This Lease and the Premises are subject to all present liens, encumbrances, conditions, rights, easements and zoning and building laws, ordinances, regulations, and codes affecting or governing the Premises or that may affect and govern the Premises after the execution of the Lease, and all matters that may be disclosed by inspection or survey. This includes any terms, conditions, restrictions, and encumbrances imposed on funded or unfunded parkland (as applicable) pursuant to the provisions of the Green Acres Program Regulations, N.J.A.C. 7:36-1.1 et seq. and enabling legislation, as may be amended.

3. Initial Term; Renewal Term. This Lease shall take effect upon its execution by both Parties. The initial term of this Lease shall be five years (“initial term”), which shall commence on the Commencement Date and terminate on the fifth anniversary of the Commencement Date. As used herein, and indicated above, the “Commencement Date” shall mean January 1st after the date on which the Project is completed (i.e., a certificate of occupancy issued for use of the twelve tennis courts and tennis shed). Subject to the approval of the New Jersey Department of Environmental Protection (as may be necessary) and applicable laws and regulations, the Parties shall, at the end of the initial term, have the right to renew the Lease Agreement for up to three additional renewal terms (each referred to as a “renewal term”) as set forth below.

If extended for the first renewal term (years six to ten), there shall be no payment due at commencement of said renewal.

If extended for the second renewal term (years eleven to fifteen), there shall be \$150,000 due at commencement of said renewal.

If extended for the third and final renewal term (years sixteen to 20), there shall be \$150,000 due at commencement of said renewal.

Except for the first renewal term, either Party may elect to renew the Lease for any of the foregoing renewal terms by providing the other party with at least six months’ prior written notice of its intent to renew this Lease (prior to expiration of the term then in effect).

The Parties shall take such action as necessary to renew the Lease for the first renewal term unless the NJDEP does not approve the renewal term. The Parties shall submit to the NJDEP the necessary request for approval of the first renewal term at least 120 days prior to the end of the initial term. The Parties shall work diligently and cooperatively to submit this request. In the event the NJDEP does not approve the first renewal term, Princeton shall reimburse PTP \$150,000 of the Capital Contribution made pursuant to Section 4.a and b.

The total lease term, including any renewal terms, shall not exceed 20 years. The initial term, and any renewal term(s), shall collectively be referred to herein as the Lease “term”.

The Parties acknowledge that there may be a period between the Project completion date and the Commencement Date (the “Stub Period”). During this Stub Period, PTP shall pay consideration to Princeton, in addition to the Capital Contribution below, based on a percentage of the \$32,000.00 annual contribution set forth in the 2024 Lease Agreement that is in proportion to the amount of time within the Stub Period, and all provisions of this Lease will apply, except for the initial term.

4. Capital Contribution. PTP agrees to contribute to Princeton the following capital contribution(s) in consideration for use of the Premises (“Capital Contribution”):

- a. \$30,000 due when Princeton commences construction of the Project (i.e., at ground-breaking); and

- b. \$270,000 due when Princeton completes construction of the Project (i.e., at issuance of required certificate of occupancy) subject to the provisions herein; and
- c. Additional payments for each renewal term (if any), as follows:
 - i. \$150,000 due at commencement of each of the third and fourth optional five-year renewal terms (up to a total of \$300,000 for the final two renewal terms of five years each).

The Parties agree that each portion of the Capital Contribution shall first be used exclusively for the construction costs necessary to complete the Project, and thereafter shall be used to pay for and complete other improvement to the Property. Any remaining amounts received hereunder shall be used for operating, maintenance or capital expenses related to any of Princeton's other funded parkland or its recreation program as a whole.

5. Recreation Department and Board of Recreation Commissioners. This Lease and the duties, obligations and rights herein shall be administered by the Princeton Recreation Department in coordination with the Board of Recreation Commissioners.

6. PTP's Use of Premises; Duties, Obligations and Restrictions. In consideration of the promises set forth herein, PTP agrees as follows:

- a. To offer and provide a wide variety of programming, instruction, events and activities in an attempt to attract both prior participants as well as new participants to the Premises for the PTP programming. As part of its regular programming, instruction, events and activities, PTP is committed to continuing to provide to the community a variety of social equity programming. This social equity programming shall include a variety of free and discounted programming, scholarships and other inclusionary programs for underserved members of the community. A description of PTP's social equity programming in place at the time of execution of this Lease Agreement is attached hereto for illustrative purposes, as Exhibit B. PTP agrees to substantially continue the type of programming identified in Exhibit B, and to provide free and reduced services with a value of at least \$30,000 annually in support of the public's participation in those and similar social equity programming.
- b. To provide sufficient staffing at the tennis shed during agreed upon hours and pay the staff's full compensation, including but not limited to any benefits, overtime and workers' compensation. Staff of the PTP programming shall remain staff of PTP and shall not be considered employees of Princeton.
- c. To establish and collect membership fees and daily use fees. Such fees will be annually reviewed and mutually agreed upon by PTP and Princeton. Membership and daily use fees may be purchased by Princeton residents, as well as residents of other communities.
- d. To continue to work in conjunction with local schools to provide tennis court time,

when possible.

- e. To accommodate, to the extent practicable, pre-existing groups of participants and their needs (i.e., public schools) regarding tennis court use.
- f. To take responsibility for scheduling PTP programming and the other types of programming and court use identified in Subsections a., d. and e. of Section 6 above, and Subsections b. and c. of Section 8 below.
- g. To take responsibility for maintaining the twelve tennis courts that are the subject of this Lease Agreement, which shall include 100% of the cost (except for the provisions related to the second and third renewal terms) of maintaining and repairing court surfaces (i.e., crack repair and line painting), and of maintaining, repairing and replacing (as necessary) the nets and windscreens, and specifically excluding lighting and fencing. Maintenance shall not include the cost of utilities. PTP agrees to notify Princeton in writing prior to making repairs or alterations to the existing improvements at the Premises.
- h. To permit Princeton to retain use of ample storage space inside of the tennis shed for its basketball equipment, as well as permit Princeton access to the shed and storage unit at all times.
- i. To be responsible for regular, day-to-day trash/recycle clean-up within the Premises and immediate vicinity, and to deposit trash/recycle in cans outside the fenced areas to be collected by Princeton.
- j. To implement the tennis programming at the Premises in accordance with the general policies, rules and procedures of Princeton.
- k. To maintain the Premises in an orderly and clean manner.

7. Princeton's Duties, Obligations and Restrictions in Connection for Use of Premises. In consideration for the promises set forth herein, Princeton agrees as follows:

- a. To provide and maintain two temporary, portable restroom units similar to the type of portable restroom units provided under the 2024 Lease Agreement, to be located at the intersection of the tennis courts and the pathway into Community Park South. This obligation shall terminate upon Princeton's completion of construction of permanent restroom facilities at the Facility; Princeton shall be responsible for maintaining the temporary and permanent restroom facilities.
- b. To continue to promote PTP's programs at the Premises and as a long-standing vendor of tennis programming at the Facility.
- c. To provide maintenance assistance with pre-season "set-up" of courts and post-season "break-down" of courts, including installation (and removal) of windscreens

and nets.

- d. To provide mowing and arborvitae maintenance at the Facility and Premises.
- e. To empty trash and recycling containers located at tennis shed and around the perimeter of the Facility and Premises.
- f. To assign Princeton employee Joe Marroli, or his designee, as the communication liaison between PTP and Princeton.
- g. To discuss with and consider capital improvement requests suggested annually by PTP as set forth in Section 9 below.

8. Court Usage Generally; Drop-In Usage.

- a. Prior to the commencement of each tennis season at the Premises during the term of this Lease, PTP shall notify Princeton of its start and end dates for the upcoming season. It is anticipated that the season will commence in mid-April and end in mid-October each calendar year. The parties acknowledge that weather will play a role in when the Premises will be opened and available each spring. This period shall be referred to throughout the Lease as “Regular Tennis Season”.
- b. During each Regular Tennis Season, there may be periodic times when PTP does not have a staff member on-site to check memberships and directly oversee the court reservation system. This may lead to some court space being available for any interested user even if the user does not have a membership or reservation with PTP for use of the Premises. The parties recognize that PTP maintains the right to enforce the reservations that have been made through the online court reservation system, reserved court usage for PTP programs, events, camps, lessons, etc., as well as space that has been set aside for partners such as Community Park School, Princeton Unified Middle School, Princeton High School, and similar groups.
- c. In addition, PTP shall ensure that the public shall have reasonable access to the Premises on a regular basis via the use of daily passes and/or open court time available on a first-come, first-served basis. Such public access and use shall include free use time on the courts from 1:00 p.m. to 3:00 p.m. on three (3) courts, with additional free use time to be posted on a daily basis. In furtherance of this public access obligation, courts 4, 5, and 6 shall be made available to the public on a first-come, first-served basis from 1:00 p.m. to 3:00 p.m., seven (7) days per week, subject to posted exceptions including, but not limited to, use by Princeton High School or occasional tournament events. Public access and use shall be scheduled by PTP (with such scheduling subject to Princeton’s oversight and final approval to ensure reasonable public access), and shall not interfere with PTP’s regular programming, camps, and lessons, and may vary from day-to-day or week-to-week. In addition, Princeton’s approval shall be subject to a reasonable standard based on past and prior uses and agreed on by PTP and Princeton.

- d. Also prior to the commencement and then at the end of each Regular Tennis Season, the Premises' courts will be available for public use, without a membership or reservations, on a first-come, first-serve basis. Princeton shall be responsible for operating and maintaining the Premises before and after each Regular Tennis Season.
- e. Princeton reserves the right to access the Premises for purposes of inspection, observation and any other legitimate purpose.

9. Annual Report and Review. PTP shall, as required by law, annually submit a report to Princeton. The annual report shall be submitted no later than June for the prior twelve-month period. The report shall include the following at a minimum:

- a. Affirmation of the use to which this Lease was put during each year; and
- b. Details regarding the activities of PTP undertaken in furtherance of the public purposes of this Lease, including but not limited to the social equity programming as described in Subsection a. of Section 6 above. The description of the social equity programming provided shall include, to the extent reasonably possible, details regarding the types of programs and approximate quantity of participants and Princeton residents served; and
- c. The approximate value or cost, of PTP's activities in furtherance of the foregoing purposes; and
- d. Affirmation of the continued tax-exempt status of PTP pursuant to both State and federal law.

A component of this annual reporting and review shall involve PTP making recommendations to Princeton for capital improvements to the Facility. Princeton shall, in its sole discretion, consider capital improvements recommended by PTP for inclusion in its annual capital budget request as a part of Princeton's annual budget cycle.

10. Inconsistent Uses. As indicated above, the Premises shall be used solely for conducting tennis programs and activities as provided above, and no other type of use or activities shall be permitted. Any use of the Premises by PTP that is not consistent with the Lease Agreement shall be a material breach of said Lease Agreement and grounds for its termination by Princeton. The parties recognize that this Lease only applies to PTP's programs and activities which are operated and administered at the Facility and Premises.

11. General Maintenance; Personal Property.

- a. PTP will be obligated to take good care of the Premises and maintain same. PTP shall, at its own cost and expense, make routine repairs and perform routine

maintenance to the courts as required to maintain said condition under the maintenance obligations set forth in Subsection g. of Section 6 above. PTP will keep the Premises free from litter and debris.

- b. At the end of this Lease, PTP shall remove all of PTP's personal property. Anything remaining on the Premises the day following expiration of the term (as may be renewed) will be considered abandoned, and any cost of removal or disposal of said property will be charged to PTP.
- c. Princeton or its duly authorized representatives shall have access to and the right to enter upon the Premises during reasonable hours for the purpose of ensuring the compliance with the Lease Agreement and Green Acres Program Regulations (as applicable), and to make repairs and alterations for the safety and preservation of the Premises. Notwithstanding the above, Princeton will not have any obligation to make any inspections of or repairs to the Premises. Princeton's right to enter upon said Premises shall be subject to the exercise of ordinary care and caution and shall not interfere with PTP's activities.
- d. The Premises shall be kept accessible to the public at all times and PTP shall not establish barriers of any type on or about the Premises, except that the public shall not be permitted access to those areas where programming is taking place.
- e. PTP shall not place or allow signs on, in, or around the Premises except as authorized in writing by Princeton. However, the Parties agree that PTP may place temporary banners and windscreens with PTP's logo without Princeton's prior written consent.

12. Title and Quiet Enjoyment.

- a. Princeton represents and agrees that: the title to the Premises shall remain in Princeton and no conveyance of title is intended with said Lease, nor shall said Lease be deemed a conveyance of any title or other right or interest in the Premises to PTP not specifically contained in the Lease; it has a right to enter into this Lease; the person signing this Lease has the authority to sign; except as otherwise provided in this Lease, PTP is entitled to access to the Premises at all times for purposes of operating the Premises, exercising its rights and performing its obligations hereunder; and PTP is entitled to the quiet possession of the Premises throughout the term of the Lease Agreement, so long as PTP is not in default hereunder.
- b. Notwithstanding the above, Princeton shall retain all rights, title and interest in the Premises, including but not limited to the right to make improvements on the Premises not inconsistent with PTP's activities and rights hereunder.

13. Assignment and Sublease. PTP shall not be permitted to assign, mortgage or sublease any portion of the Lease Agreement or Premises subject to the Lease.

14. Waiver of Claims; Indemnification. Neither Princeton or the New Jersey Department of

Environmental Protection (“NJDEP”), or any of their officers, employees, agents, servants or consultants, will be liable for any loss, damage, or injury of any kind or character to any person or property arising from PTP’s use of and operation of the Facility and the Leased Premises, or caused by or arising from any act or omission of PTP, or any of its agents, subcontractors, employees, licensees, and/or invitees, or occasioned by the failure of PTP to maintain the Premises in a safe condition. PTP and each of its agents, subcontractors, employees, licensees, and/or invitees: waive any and all claims and demands on their behalf against Princeton and the NJDEP, and each of their officers, employees, agents, servants and consultants, for any loss, damage or injury; and agree to defend, indemnify and hold Princeton and NJDEP, and each of their officers, employees, agents, servants and consultants, harmless from any and all liability from or against any loss, damage, costs (including but not limited to attorney’s fees), damage to property, or injury or debt to any person, and from all costs and expenses arising from any claims or demands or other persons concerning any loss, damage, or injury caused in connection with this Lease Agreement or PTP’s non-compliance with applicable law or regulation. If PTP receives any notice of a tort or other claim involving the use of the Facility, Premises or Property, PTP shall immediately notify Princeton in writing of said claim.

15. Insurance. PTP agrees to maintain, during the life of this Lease Agreement, liability insurance, which shall name Princeton and NJDEP, and each of their employees, officers, agents, servants and consultants, as additional insured on all policies except for Workers’ Compensation coverage, and shall be clearly shown as such in the Certificate(s) of Insurance required below. All insurance policies required pursuant to this Section shall be primary as to any other insurance in effect as to Princeton and NJDEP. In accordance with the following limits and minimum requirements, PTP shall purchase and maintain insurance with companies that are, in the judgment of Princeton, financially capable of providing the requisite insurance:

- a. Workmen’s Compensation and Employer’s Liability Insurance in accordance with the requirements of the General Laws of New Jersey and all other applicable laws and regulations, and employer’s liability insurance with a minimum combined single limit of not less than \$1,000,000 per accident or for disease and \$1,000,000 per occurrence.
- b. Commercial General Liability Insurance Including Contractor's Liability and Contractual Liability Insurance with a minimum combined single limit of \$1,000,000 for bodily injury and/or property damage per accident per occurrence, and a \$2,000,000 annual aggregate. All liability coverage shall be on an occurrence basis.
- c. Comprehensive Automobile Liability Insurance, covering PTP for claims arising from all owned, hired and non-owned vehicles with a combined single limit not less than \$1,000,000 for bodily injury and/or property damage each accident.
- d. Contractual Liability Insurance must be included in the liability insurance described above specifically insuring the Indemnification Clause specified hereinabove in the Lease Agreement.
- e. Renewal Term. The foregoing policy limits may be increased by Princeton as reasonably required for any renewal term, based on inflation and market conditions.

f. Certificates of Insurance; Notice Requirements.

- i. Certificate(s) of insurance evidencing the coverage required above must be filed with Princeton prior to the commencement of the initial term, and shall be updated as necessary to ensure proof of compliance. The insurance certificate is subject to review and approval of Princeton Attorney.
- ii. Princeton shall be given at least thirty (30) days prior written notice of any intention not to renew any of the insurance required herein or of any intention to cancel or materially change such coverage, or any reduction in such insurance coverage.

16. Compliance with Lease, NJDEP and Green Acres Rules and Regulations, Applicable Law. As its sole cost and expense, PTP agrees to comply with the provisions of this Lease Agreement; any and all applicable laws, ordinances, rules and regulations, including but not limited to the applicable requirements of the Green Acres Program Rules, N.J.A.C. 7:36-1.1 et seq., and in particular N.J.A.C. 7:36-25 (as applicable); and all deed restrictions, if any, that pertain to the Premises. PTP agrees that all activities conducted on the Premises are governed by the requirements of N.J.A.C. 7:36-1.1 et seq. and N.J.A.C. 7:36-25 (as applicable), and any other applicable laws, ordinances, rules and regulations, the provisions of the Lease Agreement, and all deed restrictions, if any, that pertain to the Premises.

17. Affirmative Action. PTP shall comply with the Affirmative Action Addendum, attached hereto as Exhibit C.

18. Liens and Encumbrances. PTP shall not create, permit or suffer any mechanic's or other lien, encumbrance or mortgage on or affecting the Premises or Princeton's title thereto, except as specifically permitted in this Lease.

19. Condition of Premises. The Premises is being leased "as is" and Princeton makes no representation or warranty about the condition thereof.

20. Notice. Any notice provided for herein shall be given in writing and shall be deemed validly given if delivered by personal delivery, overnight air carrier service or certified or registered U.S. Mail, postage pre-paid, return receipt requested, addressed as follows:

Princeton: Princeton Recreation Department
380 Witherspoon Street
Princeton, New Jersey 08542

PTP:

Notice shall be deemed effective upon receipt if given personally or by certified or registered mail, or by confirmed overnight carrier. The person to whom and the place to which notices are to be delivered may be changed from time to time by written notice to the other party.

21. Default; Early Termination of Lease Agreement.

- a. If either Party defaults in the performance of any material covenant, condition, term or agreement contained herein, and such default is not cured within 30 days after the defaulting Party's receipt of written notice of such default, the non-defaulting Party may terminate this Lease upon written notice to the defaulting Party; provided however, where any such default cannot reasonably be cured within 30 days (except as provided in Subsection b. immediately below), the non-defaulting Party may not terminate this Lease if the defaulting Party commences to cure such default within the 30-day period, and thereafter diligently pursues such cure to completion.
- b. In addition to the foregoing, Princeton shall have the right to terminate the Lease upon 30 days' prior written notice as follows:
 - i. If PTP fails to maintain its good standing as a nonprofit 501(c)(3) organization or otherwise abandons or substantially alters its mission to serve the central New Jersey community in the sport of tennis, and fails to cure same within the 30-day notice period; or
 - ii. If PTP fails to utilize the Premises for purposes of conducting tennis programming and activities on Princeton's behalf and in furtherance of the public interest, and fails to cure same to Princeton's reasonable satisfaction within the 30-day notice period.
- c. Effect of Termination.
 - i. In the event of a default and termination prior to the end of the term then effect in accordance with Subsection a. or b. of this Section 21, the non-defaulting Party shall be entitled to all remedies at law or in equity. In addition:
 - a. If PTP terminates the Lease Agreement for Princeton's default and PTP is not also then in default, then Princeton shall be obligated to refund that portion of the Capital Contribution made by PTP under this Lease Agreement to reflect the unexpired term then in effect (but not any potential, unexercised renewal terms), based on the prorated amount of the contribution.
 - b. If Princeton terminates the Lease Agreement for PTP's default and Princeton is not also then in default, then Princeton shall not be obligated to refund any portion of the Capital Contribution made to Princeton under this Lease Agreement.

- ii. In the event the Parties mutually terminate this Lease Agreement prior to the end of the term then in effect, then Princeton shall not be obligated to repay any portion of the Capital Contribution.

22. Expiration of Term. On the expiration date of term of this Lease, on early termination for cause as set forth in Section 21 above, or on mutual termination of the Lease Agreement by both Parties, PTP shall promptly quit and surrender the Premises, and deliver to Princeton actual possession of the Premises in good order, condition and repair. In no event shall the non-renewal of the initial term or any renewal term be considered an early termination of this Lease Agreement.

23. Severability. In the event that any one or more provisions hereof shall be found to be illegal or unenforceable, the remaining terms shall nevertheless remain in full force and effect unless such illegality or unenforceability shall defeat the essential purpose of this Lease.

24. Entire Agreement. This Lease Agreement represents the entire agreement between Princeton and PTP. No amendments or modifications to this Lease shall be binding unless: made in writing and duly executed by the parties hereto, approved by NJDEP and are otherwise in accordance with applicable laws and regulations. This Lease supersedes and cancels all previous agreements between the parties covering the Leased Premises, except if this Lease is executed prior to expiration of the 2024 Lease Agreement.

25. Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey.

26. Headings. Section headings in this Lease are inserted only for reference and in no way define, limit or describe the scope or intent of this Lease, nor affect its terms and provisions.

27. Non-Waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but the parties shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

28. Authority to Sign. Princeton and PTP represent that that all necessary resolutions and ordinances have been passed or adopted, as necessary, or documents signed to give the individual signatories below full legal authority to sign this agreement.

IN WITNESS WHEREOF, the parties hereby execute this Lease Agreement the day and year first above written.

SIGNATURES NEXT PAGE

ATTEST:

MUNICIPALITY OF PRINCETON

Rayna Harris, Clerk

By: _____
Hon. Mark Freda, Mayor

ATTEST:

PRINCETON TENNIS PROGRAM

By: _____

EXHIBIT A

EXHIBIT B

- PTP offers a free year-round tennis program for juniors and young adults with **Autism**. It is conducted with 1 certified pro and a crew of volunteers through the Princeton and West Windsor High Schools. The high school volunteers receive training and community service hours through this worthwhile program. (revenue: \$0; expense: \$5,850)
- PTP offers free tennis programs in partnership with Community House in Princeton, Every Child Valued in Lawrence, Bordentown Middle School, Hamilton Y and NJTL-Trenton. These nonprofits work with at risk juniors. (revenue: \$0; expense: \$6842)
- PTP partners with **Community Park Elementary School** offering free lessons during the gym classes for all 3rd, 4th, and 5th graders and introducing 120 new young players to the game each year. (revenue: \$0; expense: \$3,950)
- **Discount Senior Programs:** For over 30 years PTP has subsidized lessons and programs for area seniors. These specialized programs are designed to promote health, fun, meeting new people and wellbeing. (Revenue: \$38,987 Expense: \$56,608)
- **Play Tennis Events:** Free 1-day events designed to provide an exciting opportunity for both juniors and adults to try tennis. (expense: \$1,000)
- **Scholarships and Financial Aid** are awarded to children that could otherwise not afford to play tennis. (revenue: \$0; expense: \$26,725)
- **Camp Shriver** - PTP partnered with Special Olympics to bring tennis to their summer training center (Revenue: \$0; expense: \$998)

EXHIBIT C

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 *et seq.*

Signature

Date

Print Name and Company



Princeton NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: ORD 25-15

Agenda Date: 9/8/2025

Agenda #: 2.

An Ordinance of the Municipality of Princeton Amending Chapter T10B Entitled “Land Use” of the Municipality of Princeton by Creating the Affordable Housing District 14 (AH-14) in Furtherance of the Fair Housing Act-Roll Call

ORDINANCE NO. 2025-15

AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON AMENDING CHAPTER T10B ENTITLED “LAND USE” OF THE MUNICIPALITY OF PRINCETON BY CREATING THE AFFORDABLE HOUSING DISTRICT 14 (AH-14) IN FURTHERANCE OF THE FAIR HOUSING ACT

BE IT ORDAINED by the Mayor and Council of the Municipality of Princeton as follows:

WHEREAS, the Planning Board of the Municipality of Princeton adopted a Housing Element and Fair Share Plan of the Master Plan on June 25, 2025, that addresses the municipality’s affordable housing obligations in a manner which will promote the public, health and general welfare; and

WHEREAS, the Municipal Land Use Law at N.J.S.A. 40:55D-62a requires substantial consistency of the provisions regulating zoning and land use with the adopted Land Use Plan Element; and

WHEREAS, the Municipality of Princeton, as a municipality in the State of New Jersey, hereby declares that, pursuant to the purposes of the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-2, the Ordinance promotes the public health, safety, morals, and general welfare and advances the Municipality’s efforts to meet its constitutional obligation to provide its fair share of very low, low and moderate income housing; and

WHEREAS, the Mayor and Council of Princeton formally refers this Ordinance to the Planning Board for examination, discussion, and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to Municipal Land Use Law at N.J.S.A. 40:55D-15 and in accordance with N.J.S.A.40:55D-62.1.

NOW THEREFORE BE IT ORDAINED, by the Mayor and Council of Princeton of the Municipality of Princeton, County of Mercer, and State of New Jersey, as follows:

Section 1. §T10B-241Definitions, is hereby amended to modify or add the following definitions:

STRUCTURE, STACKED TOWNHOUSE - A structure containing two or more connected dwelling units stacked, at least in part, one dwelling unit above the other, which can include shared floors divided by walls and shared common party walls, with exterior private entrances, or entrances shared by a maximum of three dwelling units.

Section 2. § T10B-242, Zoning Map, is hereby modified to apply the following zoning district to the block and lot as indicated on the tax assessment maps of the Municipality of Princeton, as follows:

Block(s)	Lot(s)	Address	Existing District	New District
5502	5	29 Thanet Road	OR-2T	AH-14

Section 3. §T10B-244, Division of Township Into Zoning Districts, is hereby revised by adding the following zoning district:

AH-14 Affordable Housing - 14 (AH-14) Zone.

Section 4. Chapter 10B- _____ Mandatory Affordable Housing Set-Aside. Within the Affordable Housing – _ (AH-_) Zone, 20 percent of all dwellings, rounded up to the next whole unit, shall be deed-restricted for occupancy by low- and moderate-income households but in no instance shall the total of all such affordable units be fewer than seventeen (17). Affordable units

Section 5. §T10B-272.120, Affordable Housing - 14 (AH-14) Zone, hereby replaces §T10B-272.120, Reserved, as follows:

§ T10B-272.120. Affordable Housing - 14 (AH-14) Zone

- (a) Purpose. The purpose of the AH-14 zoning district is to provide a realistic opportunity for the construction of affordable housing pursuant to the New Jersey Fair Housing Act and thereby comply with the Municipality's constitutional obligation to provide such housing to for low-and moderate-income households. Specifically, the AH-14 zone is established to encourage redevelopment consisting of multiple dwellings with an affordable housing set-aside, not restricted by the age of the occupants.
- (b) Comprehensive Development Required. The AH-14 zone one shall be constructed in accordance with a single, unified development plan in one phase. This shall not preclude, however, any landowner from subdividing the property into fee simple or condominium ownership of the property.
- (c) Permitted Uses. In Affordable Housing - 14 Zone, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:
 - (1) Stacked townhouses.
- (d) Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:
 - (1) Common rooms/areas, including for meetings, recreation, laundry and storage.
 - (2) Communications infrastructure.
 - (3) Maintenance facility.
 - (4) Maintenance and storage, including centralized trash and recycling facilities.
 - (5) Off-street parking and loading.
 - (6) Street/site furnishings.
 - (7) Home occupations.
 - (8) Off-street surface parking and private residential garages.
 - (9) Fences and walls.
 - (10) Retaining walls
 - (11) Mail kiosks.

- (12) Landscape amenities and open space, including playgrounds, outdoor seating, neighborhood gathering space and similar common elements under the control of the development association.
 - (13) Signs.
 - (14) Storm water management facilities and other utilities.
 - (15) Sanitary sewer pump stations
 - (16) Temporary sales trailer and construction trailers
 - (17) Development identification monument sign(s)
 - (18) Other customary uses which are clearly incidental and subordinate to a permitted principal use on the same development tract.
- (e) Required Income Restriction. In any AH-14 zone, at least twenty percent (20%) of the total number of dwellings shall be affordable to very low, low and moderate income households, but in no instance shall the number of such affordable dwellings be less than seventeen (17). Affordable units shall be restricted, regulated and administered consistent with the Municipality's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), including the Fair Housing Act's definition of very low-income households and all other provisions of the Municipality's Affordable Housing Ordinance (§T10B-332).
- (f) AH-14 Site Development Regulations. The following site development regulations shall apply to all lots and buildings:
- (1) Minimum front yard: twenty (20) feet for any building and ten (10) feet for any parking space, edge of internal driveway or private cartway.
 - (2) Minimum side yard: twenty (20) feet for any building and ten (10) feet for any parking space, edge of internal driveway or private cartway.
 - (3) Minimum rear yard: twenty-five (25) feet for any building and five (5) feet for any parking space, or edge of internal driveway or private cartway.
 - (4) Maximum impervious coverage: forty-five percent (45%).
 - (5) Building height: the maximum height shall be four (4) stories, not to exceed fifty (50) feet.
 - (6) Maximum number of dwelling units shall not exceed eighty-five (85).
 - (7) Maximum number of dwellings in a building: fourteen (14).

- (8) Multiple buildings per tract shall be permitted.
- (9) Building limitations and separation requirements for townhouses and stacked townhouses shall be as indicated in the following table:

Requirement	Standard
Minimum distance from building front to building front	35 feet
Minimum distance from building front to building side	35 feet
Minimum distance from building front to building rear	50 feet
Minimum distance from building side to building rear	35 feet
Minimum distance from building rear to building rear	30 feet
Minimum distance from building side to building side	15 feet

Porches, stairs, common utility rooms and sprinkler rooms may encroach up to five (5) feet into the required separation distance, but not into the same yard space as measured at a ninety degree angle (90°) from the façade on opposite sides of the yard. Eaves, chimneys, bay windows, and other ornamental architectural features may encroach up to 3 feet into the required separation distance.

- (g) Off-street parking. The following minimum parking spaces shall be required:
 - (1) Stacked townhouse with one or two bedrooms: one (1) parking space per dwelling.
 - (2) Stacked townhouse with three or more bedrooms: two (2) parking spaces per dwelling.
 - (3) Visitor parking spaces: 0.35 parking spaces per dwelling unit.
 - (4) Off-street parking may be provided on surface lots or in enclosed garages. If located in enclosed garages, the spaces shall be deed restricted from conversion to living space.
 - (5) Such parking spaces may be entirely in an enclosed garage as tandem spaces, where one vehicle is parked behind another, as long as such spaces are designated for one dwelling only.
- (h) Landscaping. In addition to standards for landscaping as otherwise required in this ordinance, the following standards shall apply:
 - (1) There shall be a ten (10) foot wide permanently preserved landscape buffer along the public street frontage, in which, with the exception of access drives, all healthy, existing mature trees shall be retained during any development and redevelopment and preserved for their natural lifespan.

- (2) Minimum landscape buffers to adjacent residential uses: ten (10) feet in width, except for the rear lot line which shall be a minimum five (5) feet in width
 - (3) Courtyards shall be developed between pairs of front-to-front facing residential buildings. Courtyards shall be predominantly pervious and liberally landscaped. Courtyards shall be designed with walking paths to connect with entrances to residences intra-neighborhood sidewalk/pathways. Pedestrian scale site lighting may also be permitted in the courtyards.
- (i) Lighting. Illumination of sites and buildings shall be regulated pursuant to §T10B-317.1 Lighting.
- (j) Signs. The development may have one monument sign identifying the development, subject to the following requirements:
- (1) Minimum setback from Thanet Circle: 5 feet.
 - (2) Minimum setback from internal road: 5 feet.
 - (3) Each sign shall consist of a pier and a two-sided sign panel suspended by a sign support bracket.
 - (4) Maximum pier height: 9 feet above average finished grade.
 - (5) Maximum pier width: 4 feet.
 - (6) Maximum pier depth: 4 feet.
 - (7) Maximum sign support length: 6.5 feet.
 - (8) Maximum sign panel area: 10 square feet per side.
 - (9) Distance from grade to top of sign panel: 7 feet.
 - (10) The sign can be externally lit and shall not be internally illuminated.
 - (11) The sign shall not conflict with sight triangle requirements as determined by the Land Use Engineer.
- (k) Trash and recyclables storage: At the developer's election, either:
- (1) Trash and recyclables will be stored in a communal enclosure, or
 - (2) Each townhouse unit may include an individual storage area for trash and recyclables within the unit.

- (l) The developer can meet the second or divided entrance requirements of N.J.A.C. 5:21-4.16(e)3 of the New Jersey Residential Site Improvement Standards in the following way:
- (1) Reduce the width of the grass strip on Thanet Circle and increase the width of Thanet Circle by one (1) foot on each side thereof from the intersection of Thanet Circle with Terhune Road to the first access drive to the zoning district.
- (m) AH-14 Zone Exemptions. Development within the AH-14 zone shall be exempt from compliance with §T10B-189 et seq., §T10B-278, and §T10B-279.

Section 6. Repealer. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 7. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provision which imposes the greater restriction or limitation shall control.

Section 8. Severability. If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance. The Municipality Council of the Municipality of Princeton declares that it would have passed the Ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 9. Effective Date. This Ordinance shall take effect immediately upon passage, transmittal to the Mercer County Planning Board, and publication according to law.

Dawn M. Mount, Clerk

Mark Freda, Mayor

NOTICE

NOTICE IS HEREBY GIVEN that the above Ordinance was introduced and passed on first reading at the Council Meeting of the Mayor and Council of the Municipality of Princeton in the County of Mercer, State of New Jersey held on August 25, 2025 and will be considered for final passage and adoption at the Council Meeting scheduled for September 8, 2025 at 7:30 p.m. at 400 Witherspoon Street, Princeton, New Jersey. Any person interested in this matter will be given an opportunity to be heard at that meeting. A copy of this Ordinance may be obtained at no cost by any member of the general public upon request at the municipal building during business hours.



MUNICIPALITY OF PRINCETON

Planning Department
400 Witherspoon Street
Princeton, NJ 08540
(609) 924-5366
planning@princetonnj.gov

MEMORANDUM

To: Princeton Mayor & Council
From: Justin Lesko, AICP, PP – Planning Director *jl*
Date: September 4th, 2025
Subject: **Ordinance #2025-15 Amending Chapter T10B Entitled “Land Use” of the Municipality of Princeton by Creating the Affordable Housing District 14 (AH-14) in Furtherance of the Fair Housing Act**
Council Introduction – August 25th, 2025
Planning Board Review – September 4th, 2025

The Princeton Council referred Ordinance #2025-15 to the Planning Board for master plan consistency review pursuant to N.J.S.A. 40A:55D-26a. The Planning Board reviewed the ordinance in a regular meeting open to the public on September 4.

By a unanimous vote, the Board found Ordinance #2025-15 to be substantially consistent with the Princeton Master Plan and recommended approval of the ordinance.

See the memo from myself to the Board, dated August 26th, 2025 for more information on the ordinance, the Affordable Housing 14 (AH-14) district it would establish, and its relation to the Princeton Master Plan, including the Fourth Round Housing Plan Element and Fair Share Plan. The memo is attached.

Please reach out if there are any questions or concerns regarding the ordinance or the Planning Board’s review.

CC: B. Hvozdovic, Administrator
D. Mount, Municipal Clerk
D. Bruno, Deputy Municipal Clerk
T. Cecil, Esq., Municipal Attorney
K. Van Hise, Esq., Municipal Attorney



MUNICIPALITY ^{of} PRINCETON

Planning Department
400 Witherspoon Street
Princeton, NJ 08540
(609) 924-5366
planning@princetonnj.gov

MEMORANDUM

To: Princeton Planning Board
From: Justin Lesko, AICP, PP – Planning Director *JL*
Date: August 26th, 2025
Subject: **Ordinance #2025-15 Amending Chapter T10B Entitled “Land Use” of the Municipality of Princeton by Creating the Affordable Housing District 14 (AH-14) in Furtherance of the Fair Housing Act**
Council Introduction – August 25th, 2025

The Princeton Council has referred Ordinance #2025-15 to the Planning Board for master plan consistency review pursuant to N.J.S.A. 40A:55D-26a. The ordinance was introduced on August 25th and is scheduled for a public hearing on September 8th.

The ordinance establishes the Affordable Housing District 14 (AH-14), comprised of one lot at 29 Thanet Road (Block 5502, Lot 5). The lot currently contains a vacant office building. It is adjacent to the Inclusionary Rental Apartment district (IRA) and Residential Senior Affordable district (RSA). The Avalon Princeton Circle development is in the former and the Princeton Senior Living apartment building is in the latter. The Governor’s Lane multifamily housing neighborhood in the Office Research 2 (OR-2) district is located to the east of the proposed district. Several single-family houses fronting Terhune Road in the Residential 5 (R-5 T) zone of the former township are located to the south of the proposed district.

The AH-14 district is intended to provide a realistic opportunity for the construction of affordable housing pursuant to the New Jersey Fair Housing Act and to comply with the Municipality’s constitutional obligation to provide housing for low-and moderate-income households. The site is included in the Municipality’s Fourth Round Housing Plan Element and Fair Share Plan as adopted by the Planning Board on June 25, 2025, and endorsed by Council on June 26, 2025. Page 69 of the Fourth Round Plan includes how the future development meets the criteria of site availability, suitability, approvability and developability as required by state law. Appendix M of the Fourth Round Plan includes a map of site constraints and a conceptual plan of the development allowed by the ordinance. It is attached to this memo.

As called for in the Fourth Round Plan, Ordinance 2025-15 establishes an AH-14 zone that would allow for up to 85 stacked townhouse housing units. At least 20% of the units are required to be designated as affordable with a minimum number of 17 affordable units. The affordable units would be regulated consistent with the Uniform Housing Affordability Controls (UHAC) and the New Jersey Fair Housing Act.

The proposed ordinance allows the stacked townhouses to be in multiple buildings, with no more than fourteen dwelling units in each building. The ordinance also includes a definition of stacked townhouse. The maximum height of each building is four stories and fifty feet. The maximum impervious coverage is 45%.

Per the proposed ordinance, one parking space is required for each unit with one or two bedrooms. Two parking spaces are required for each unit with three or more bedrooms. An additional 0.35

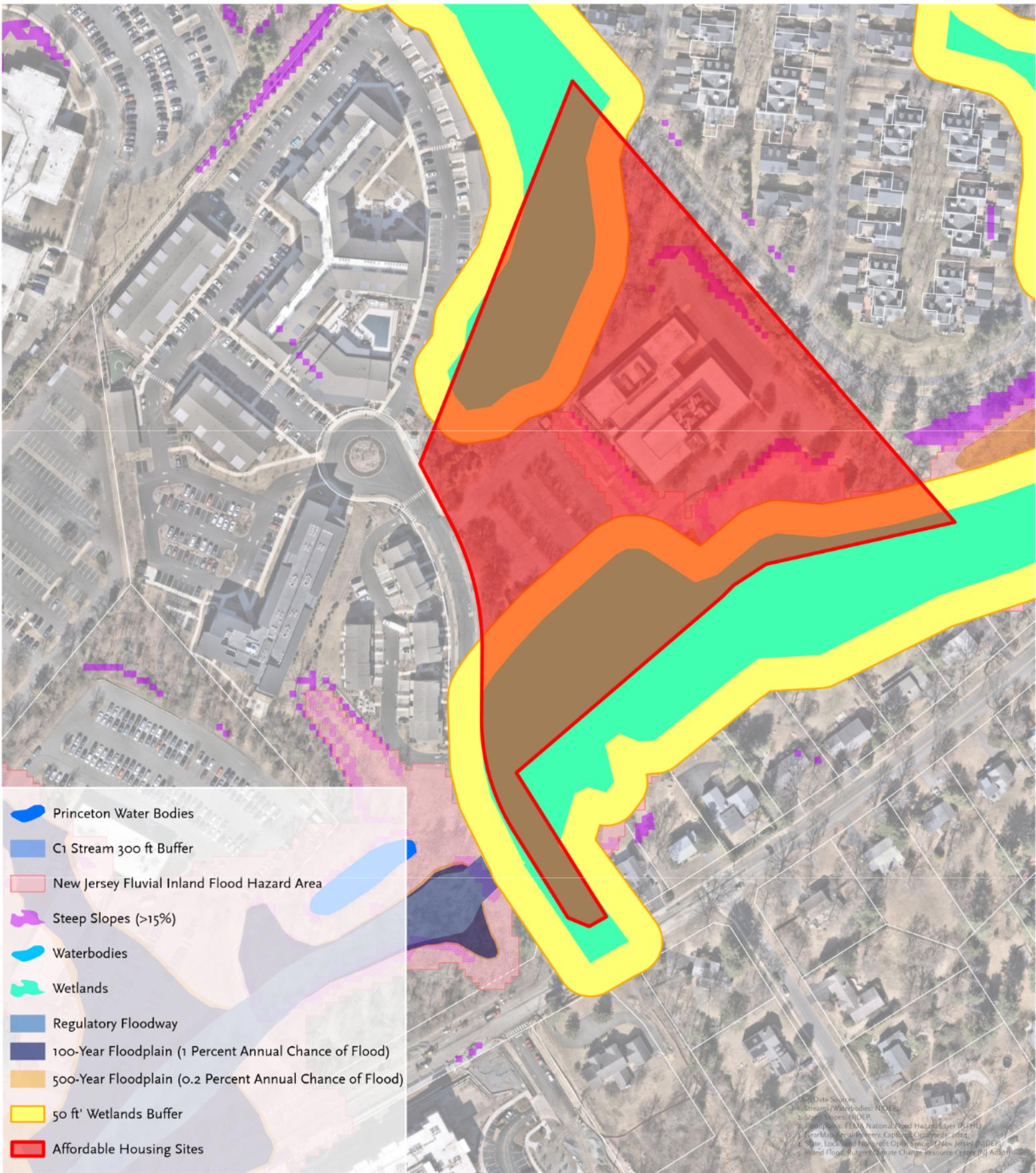
parking spaces per unit is required for visitors. The required spaces can be on surface lots or in enclosed garages. Those spaces in enclosed garages can be tandem spaces, where one vehicle is parked behind another, as long as both spaces are designated for the same dwelling unit. Deed restrictions shall be in place preventing conversion of the garages into living space. The ordinance also requires landscape buffers along public street frontage and to residential uses.

Aside from being directly called for in the Municipality's adopted Housing Element of the Master Plan, Ordinance 2025-15 is substantially consistent with many other goals of the Princeton Master Plan. One of the key findings from community input in the Introduction section of the plan is that Princeton needs more housing, especially at lower price points. The Vision statement includes that Princeton will have "housing ample and diverse enough to accommodate all who want to live here" and the Princeton of the future will be "affordable to households of all income levels." It is expected that both the market-rate and affordable units in the future development of the site will be for-sale units. A Land Use goal of the plan is to enhance the existing pattern of land use, particularly by strengthening mixed-use centers in town like the Princeton Shopping Center. The proposed district will be easily accessible to the Shopping Center through new improvements on Terhune Road and with the creation of a new road between The Alice apartment building and an approved multifamily development at 375 Terhune Road. The Mobility goals of the plan include reducing inbound commuting through the development of additional housing in areas where jobs are located and encouraging shifts from single-occupancy vehicle travel to low- or zero-emissions mobility options such as walking, cycling, and transit. Utility Goals and Natural Resource Conservation Goals such as accommodating future growth while minimizing adverse impacts to the natural environment are supported by repurposing an already developed but vacant parcel.

The Board shall determine if they find the ordinance consistent with the Master Plan and provide any comments to Council. If Council approves the ordinance, any future development would require site plan approval by the Board.

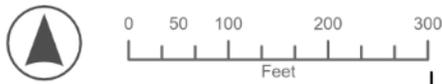


Appendix M. 29 Thanet Documentation



- Princeton Water Bodies
- C1 Stream 300 ft Buffer
- New Jersey Fluvial Inland Flood Hazard Area
- Steep Slopes (>15%)
- Waterbodies
- Wetlands
- Regulatory Floodway
- 100-Year Floodplain (1 Percent Annual Chance of Flood)
- 500-Year Floodplain (0.2 Percent Annual Chance of Flood)
- 50 ft' Wetlands Buffer
- Affordable Housing Sites

Map Data Sources:
 1. Streams/Waterbodies: NJDEP
 2. Steep Slopes: NJDEP
 3. Floodplains: FEMA National Flood Hazard Layer (NFHL)
 4. Aerial Imagery: Captured October 25, 2024
 5. State, Local, and Nonprofit Open spaces: NJDEP
 6. Inland Flood: Rutgers Climate Change Resource Center (CCRC)



Site #	Block	Lot	Site Address
5	5502	5	29 Thanet circle

Potential Sites for Affordable Housing Development

Site 5: 29 Thanet Circle

Clarke Caton Hintz
 Architecture
 Planning
 Landscape Architecture

LOCATION:
 Princeton, Mercer County, NJ

DATE:
 June 2025

CONCEPT "I" REV-1 (85 UNITS)
29 THANET CIRCLE
68 MARKET RATE + 17 COAH



PLAN SUMMARY:

(17) COAH UNITS
(68) 37% 50' STACKED UNITS
(85) TOTAL UNITS

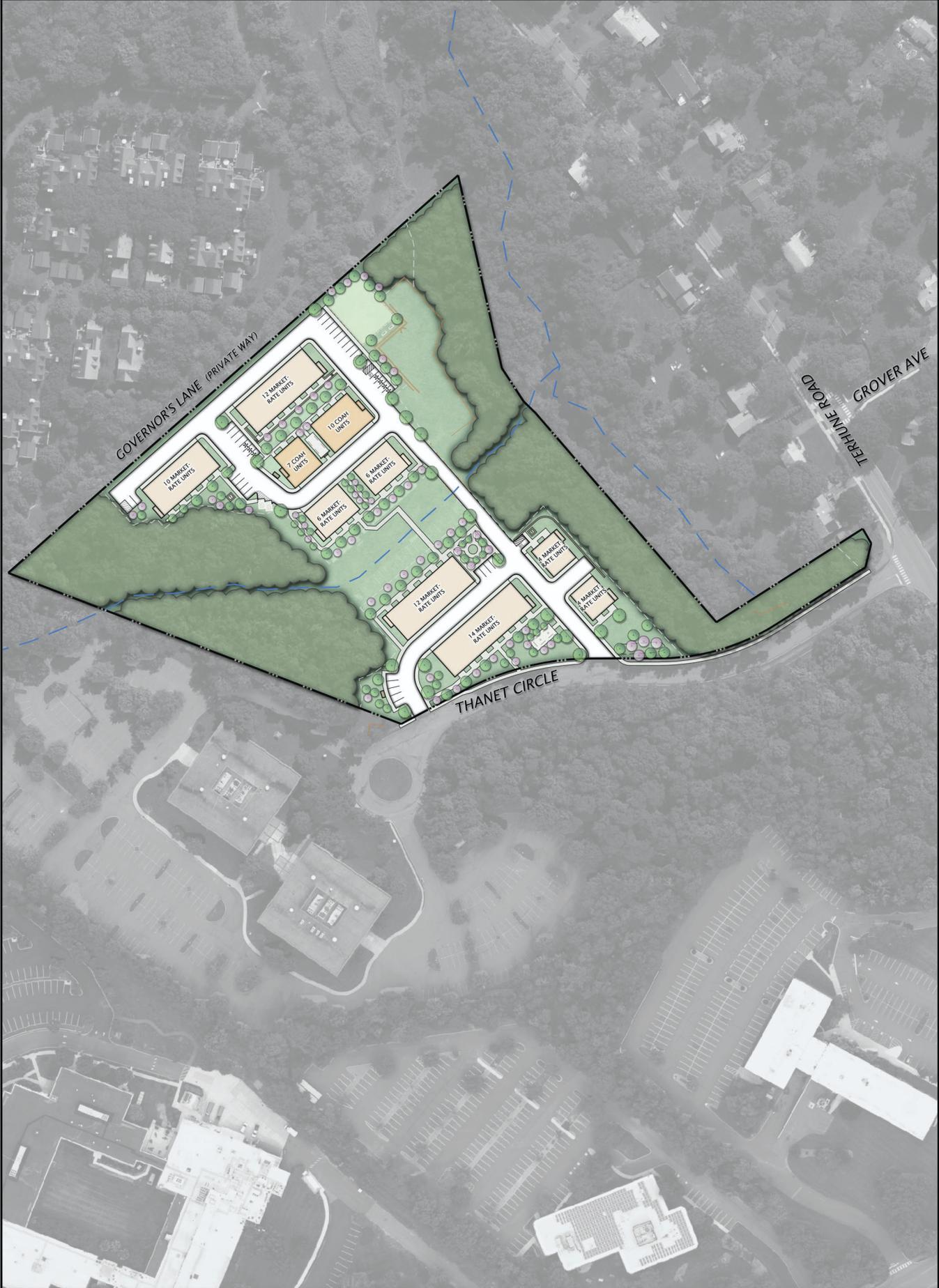
* DENOTES DEDICATED SPACE FOR AFFORDABLE UNIT WITHOUT A GARAGE SPACE

SITE DATA:

ADDRESS: 29 THANET CIRCLE
PRINCETON, NJ 08540
PARCELS: BLOCK 3302 LOT 5
SITE AREA: 4.92 ACRES
CURRENT ZONING: OR27 OFFICE/RESID (RESIDENCE DISTRICT)
PROPOSED ZONING:

OFFICE DATA:

PROJECT NUMBER: 9130
DATE: APRIL 18, 2025
SCALE: 1" = 60'
DRAWN BY: HRM





Staff Report

File #: R-25-305

Agenda Date: 9/8/2025

Agenda #: 1.

Resolution of the Mayor and Council of Princeton Authorizing the Extension of the Term of the Professional Services Agreement with Arcadis, U.S., Inc. for Hamilton Avenue Sanitary Sewer Replacement Engineering Design and Bid Phase Services for the Length of Time Necessary for the Completion of the Actual Construction with No Change to the Contract Amount

WHEREAS, by Resolution 23-188 adopted on May 23, 2023, Princeton Council awarded a professional services agreement to Arcadis, U.S., Inc. (“Arcadis”) for Hamilton Avenue Sanitary Sewer Replacement Engineering Design and Bid Phase Services for a not to exceed amount of \$228,000.00 and term of one year; and

WHEREAS, by Resolution 23-369 adopted on November 27, 2023, Princeton Council authorized an increase to the professional services agreement with Arcadis for an amount not to exceed \$128,570.00 for a new not to exceed amount of \$356,570.00; and

WHEREAS, by Resolution 24-303 adopted on July 8, 2024, Princeton Council authorized an extension of the contract term until May 22, 2025, in accordance with N.J.S.A. 40A:11-15 (9); and

WHEREAS, by Resolution 24-246 adopted on August 12, 2024, Princeton Council authorized an increase to the professional services agreement with Arcadis for an amount not to exceed \$53,100.00 for a new not to exceed amount of \$409,670.00; and

WHEREAS, the term of the contract must be extended for the length of time authorized and necessary for the completion of the actual construction as permitted by N.J.S.A. 40A:11-15 (9); and

WHEREAS, there will be no change to the contract amount.

NOW, THEREFORE, BE IT RESOLVED by the Council of Princeton, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Council, or their designee, hereby authorize the fourth amendment to the agreement originally authorized by Resolution 23-188 on May 23, 2023, and amended by Resolution 23-369 on November 27, 2023, and Resolution 24-303 on July 8, 2024, and Resolution 24-246 on August 12, 2024, to extend the term of the contract for the length of time authorized and necessary for the completion of the actual construction.
2. All remaining provisions of the original agreement not otherwise amended by or inconsistent herewith shall remain in full force and effect.

3. This Resolution, when countersigned by Arcadis, U.S., Inc., shall serve as the third amendment to the original agreement between the parties.

4. A copy of this resolution will be kept on file in the Office of the Clerk.

ATTEST:

PRINCETON

By: _____

By: _____

ATTEST:

ARCADIS, U.S., INC.

By: _____

By: _____



Staff Report

File #: R-25-306

Agenda Date: 9/8/2025

Agenda #: 2.

Resolution of the Mayor and Council of Princeton Authorizing and Amending Princeton Affordable Housing Program, Home Rehabilitation Loans 2025-1 and 2025-2 Not to Exceed \$39,300.00

WHEREAS, a component of the Princeton Affordable Housing Program involves providing rehabilitation loans to income eligible households; and

WHEREAS, the Princeton Affordable Housing Manager has been working with certain Program participants that were previously approved and enrolled in the Program, and for which there was a change order amending the scope of work previously approved by the Princeton Affordable Housing Manager and owner for certain repairs:

- Application 2025-1: amending the scope of work previously approved by Resolution No. 25-112, adopted March 24, 2025, to omit a window replacement in lieu of other bathroom repairs. The change order is applicable to the bathroom repairs. The previously approved total of \$19,300.00 remains unchanged; and
- Application 2025-2: amending the scope of work previously approved by Resolution No 25-112, adopted March 24, 2025, to include bathroom repairs. The change order is applicable to the bathroom repairs. The previously approved total of \$20,000.00 remains unchanged; and

WHEREAS, the Affordable Housing Manager finds the above-listed change orders and work to be reasonable, appropriate and within the scope, intent and purpose of the Program and requests that the loans, amendments, and payments associated thereto be approved.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of Princeton, County of Mercer, State of New Jersey, as follows:

1. As to application 2025-1, the Princeton Affordable Housing Home Improvement Program Loan Application totaling \$19,300.00, is hereby approved.
 - a. The owner(s) of the property which is the subject of the Application shall execute a Mortgage Note and Mortgage in favor of the Municipality of Princeton for repayment of said loan at the time of resale, transfer of the property, borrowing against the property or renting out or vacating the property if the full 10-year term has not passed at the time of the occurrence of any said events. If the property owner (s) occupy the property for the full 10-year term and the property remains the subject of its affordable housing deed restriction for the duration of the term as part of the

Princeton Affordable Housing Inventory, then said loan, including any interest thereon, shall be forgiven.

- b. Pursuant to the Program loan authorized herein, the sum of \$19,300.00 is hereby appropriated, authorized and approved for payment from the municipal Affordable Housing Trust Fund. The funds shall be paid directly to the contractor(s) upon completion of the loan documents, completion of the work, and the inspection and acceptance by the Affordable Housing Manager.
 - c. Upon satisfaction of the conditions for payment set forth in subparagraph b. above, the Affordable Housing Manager shall complete the necessary paperwork, including payment voucher, for submission to Princeton's Qualified Purchasing Agent and Chief Finance Officer for processing and payment as authorized herein.
2. As to application 2025-2, the Princeton Affordable Housing Home Improvement Program Loan Application totaling \$20,000.00, is hereby approved.
 - a. The owner(s) of the property which is the subject of the Application shall execute a Mortgage Note and Mortgage in favor of the Municipality of Princeton for repayment of said loan at the time of resale, transfer of the property, borrowing against the property or renting out or vacating the property if the full 10-year term has not passed at the time of the occurrence of any said events. If the property owner (s) occupy the property for the full 10-year term and the property remains the subject of its affordable housing deed restriction for the duration of the term as part of the Princeton Affordable Housing Inventory, then said loan, including any interest thereon, shall be forgiven.
 - b. Pursuant to the Program loan authorized herein, the sum of \$20,000.00 is hereby appropriated, authorized and approved for payment from the municipal Affordable Housing Trust Fund. The funds shall be paid directly to the contractor(s) upon completion of the loan documents, completion of the work, and the inspection and acceptance by the Affordable Housing Manager.
 - c. Upon satisfaction of the conditions for payment set forth in subparagraph b. above, the Affordable Housing Manager shall complete the necessary paperwork, including payment voucher, for submission to Princeton's Qualified Purchasing Agent and Chief Finance Officer for processing and payment as authorized herein.
3. A certified true copy of this Resolution shall be furnished upon its adoption by the Princeton Clerk to the Princeton Affordable Housing Manager, Chief Finance Officer and Qualified Purchasing Agent.



Staff Report

File #: R-25-307

Agenda Date: 9/8/2025

Agenda #: 3.

Resolution of the Mayor and Council of Princeton Authorizing an Increase of \$65,000.00 to the Contract with Jen Electric, Inc. for Traffic Signal Maintenance Services for a New Not to Exceed Amount of \$107,040.00 for the January 1, 2025 through December 31, 2025 Term

WHEREAS, on December 13, 2021, the Municipality of Princeton passed Resolution 21-376 awarding a bid to Jen Electric, Inc. for Traffic Signal Electrical Maintenance Services for a term of twenty-four months from January 1, 2022, until December 31, 2023, for an initial contract amount of \$84,080.00; and

WHEREAS, pursuant to the Bid Specifications and Agreement between the Municipality and Jen Electric, Inc., the initial term of the contract was twenty-four months from January 1, 2022, until December 31, 2023, and may be extended for up to two (2) additional one (1) year terms; and

WHEREAS, by Resolution 23-303 adopted on September 26, 2023, the Municipality of Princeton extended the contract for the first additional one (1)-year term, from January 1, 2024, until December 31, 2024, for an amount not to exceed \$42,040.00 for the first one-year term, resulting in a not to exceed amount of \$126,120.00 for the overall contract term from January 1, 2022, through December 31, 2024; and

WHEREAS, by Resolution 23-317 adopted on October 9, 2023, the Municipality of Princeton authorized a supplement to the contract in the amount of \$8,408.00, for a new amount not to exceed \$92,488.00 for the initial term, resulting in a not to exceed amount of \$134,528.00 for the overall contract term from January 1, 2022, through December 31, 2024; and

WHEREAS, by Resolution 24-31 adopted on January 8, 2024, the Municipality of Princeton authorized Change Order #1 to increase the contract amount by \$28,365.88, resulting in a not to exceed amount of \$162,893.88 for the overall contract term from January 1, 2022, through December 31, 2024; and

WHEREAS, by Resolution 24-256 adopted on August 26, 2024, the Municipality of Princeton extended the contract for the second additional one (1)-year term, from January 1, 2025, until December 31, 2025, with a contract amount not to exceed \$42,040.00 during the second one-year term, resulting in a not to exceed amount of \$204,933.88 for the overall contract term from January 1, 2022, through December 31, 2025; and

WHEREAS, additional services beyond the quantities estimated in the original bid specifications are needed at an estimated cost of \$65,000.00, bringing the total not to exceed amount of the 2025 term to \$107,040.00 and resulting in a not to exceed amount of \$269,933.88 for the overall contract term from January 1, 2022, through

December 31, 2025; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said services in account 04-215-23-021-076-333.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of Princeton, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Clerk are hereby authorized to execute Change Order #2 to the Contract with Jen Electric, Inc. for Traffic Signal Maintenance Services.
2. The amount of the Change Order shall be \$65,000.00, resulting in a not to exceed amount of \$107,040.00 for the January 1, 2025 through December 31, 2025 term, and an overall not to exceed amount of \$269,933.88, representing an increase of 36.1%.
3. All other remaining provisions of the December 13, 2021 Agreement between the Municipality and Jen Electric, Inc. not inconsistent herewith shall remain the same.
4. This Resolution, when countersigned by Jen Electric, Inc, shall serve as the second Change Order to the original December 13, 2021, Agreement.

ATTEST:

PRINCETON

By: _____

By: _____

ATTEST:

JEN ELECTRIC, INC.

By: _____

By: _____



MUNICIPALITY ^{of} PRINCETON

Department of Infrastructure
& Operations

400 Witherspoon Street

Princeton, NJ 08540

(609) 921-7077

engineering@princetonnj.gov

MEMORANDUM

To: Mayor and Council
From: Deanna Stockton, P.E., *Deputy Administrator*
Subject: Traffic Signal Maintenance Services Agreement Extension
Date: September 4, 2025

Attached for consideration at the September 8, 2025 Council meeting is a resolution to increase the Traffic Signal Maintenance Services agreement with Jen Electric, Inc. by \$65,000.

Jen Electric provides maintenance, repair, and annual inspection services for Princeton's fourteen traffic signals and four rectangular rapid flashing beacons. In addition to these services, the contract provides a \$10,000 material and equipment allowance. The most recent annual inspection identified a number of safety issues that require immediate repair and / or material replacements. The calculated amount of this \$65,000 change order request is the sum of the Engineering staff analysis of the previous two years of invoicing for August through December fees and Jen Electric's quotes for needed work. This change order will cover the anticipated traffic signal costs through the end of 2025. The contract will require bidding for 2026 services as the extensions for the existing contract have been exhausted.

In consideration of the above, it is recommended to increase the contract amount by an additional \$65,000.00 for the Traffic Signal Electrical Maintenance Services agreement.

If you have any questions or require additional information, please contact me at your earliest convenience.



Staff Report

File #: R-25-308

Agenda Date: 9/8/2025

Agenda #: 4.

Resolution of the Mayor and Council of Princeton Endorsing Princeton’s Application to the New Jersey Division of Fish and Wildlife for Designation of a Special Deer Management Area and Approval of Princeton’s 2025-2026 Community Based Deer Management Plan

WHEREAS, N.J.S.A. 23:4-42.3 *et seq.* (“deer management law”) authorizes municipalities and the New Jersey Division of Fish and Wildlife to seek designation as a special deer management area and to develop and implement site specific community-based deer management plans; and

WHEREAS, since 2000 Princeton has utilized the deer management law to combat the negative impacts of the overpopulation of deer in the Township; and

WHEREAS, it continues to be necessary to employ alternate deer management methods to supplement traditional hunting in order to maintain the deer population at or near goal level, and to that end wishes again to apply to the New Jersey Division of Fish and Wildlife and the New Jersey Fish and Game Council for a special deer management permit and approval of a community-based deer management plan pursuant to the deer management law; and

WHEREAS, provided it succeeds in obtaining a Permit to Inhibit Wildlife Reproduction (“PIWR”) from the Division of Fish and Wildlife, Princeton also hopes to supplement its community-based deer management through the use of non-lethal measures-specifically, surgical sterilization-in those areas of the municipality in which other deer management methods have proven infeasible; and

WHEREAS, Princeton intends to retain the services of White Buffalo, Inc. to implement both Princeton’s 2025-2026 community-based deer management plan and Princeton’s deer sterilization program (the latter of which is subject to the Division’s approval of Princeton’s June 28, 2025 application for a PIWR); and

WHEREAS, in addition, Princeton has awarded a goods and services agreement to John Zampini and

Suburban Deer Management Associates to provide bow hunting services to the municipality in certain of the Princeton's parks and open spaces as a component of Princeton's overall deer management program of which the community-based deer management plan is a component (see Resolution R-25-303 adopted on August 25, 2025); and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton as follows:

1. The preamble to this resolution is incorporated herein and made a part hereof as if set forth in full.
2. Princeton hereby adopts and endorses the Application for Designation of a Special Deer Management Area and the Application for Community Based Deer Management Plan for 2025-2026, copies of which will be available in the Office of the Princeton Clerk, and authorizes the submission of both applications to the New Jersey Division of Fish and Wildlife.
3. The Mayor, Clerk, Administrator, Municipal Attorney are hereby authorized to undertake any and all acts and submit any and all documents as may be deemed necessary and prudent in order to enable the implementation of Princeton's 2025-2026 community-based deer management plan. This authorization shall also extend to the principals and employees of White Buffalo, Inc.
4. This resolution shall take effect immediately.

MEMORANDUM

To: Princeton Mayor and Council

From: Trishka Waterbury Cecil, Esq. 
Princeton Attorney

Date: September 5, 2025

Re: **2025-2026 Deer Management Program**

On your September 8, 2025 meeting agenda is a resolution endorsing Princeton’s 2025-2026 deer management program.

The deer management program for 2025-2026 is proposed to consist of the following¹:

1. Traditional bow hunting on municipally-owned parks and open spaces, to be implemented through a goods and services agreement with John Zampini and Suburban Deer Management Associates.² This is the same organization Princeton has used with great success for the past several years. Mr. Zampini’s organization typically operates from early September to late November/early December. No State permission is needed other than standard hunting permits.
2. Lethal deer removal services to be implemented by White Buffalo.³ As you know, Princeton has contracted with White Buffalo since 2000 to use what the State calls “alternate deer management control methods” to efficiently remove large numbers of deer in a two- to three-week time span. White Buffalo by special permission from the New Jersey Division of Fish and Wildlife (“Division”) and the Mercer County Prosecutor’s Office employs non-traditional methods for which special exceptions from the State’s hunting regulations are needed, including the ability to operate discretely at night. This requires a State-approved Community-Based Deer Management Plan (“CBDMP”) and designation as a Special Deer Management Area. This aspect of the program will be the same as it has been for the past 20+ years. For further details, please see the attached proposal from White Buffalo dated July 28, 2025.

¹ The CBDMP application is still being worked on; however, it will remain essentially unchanged from last year’s plan, as described below and in White Buffalo’s attached proposal.

² The Council awarded a goods and services agreement on August 25, 2025 to John Zampini and Suburban Deer Management Associates for the bowhunting services (*see* Resolution R-25-303).

³ White Buffalo’s deer management contract is scheduled for approval at the Council’s September 23, 2025 meeting, together with a contract to conduct Princeton’s standard biennial population survey.

MASON, GRIFFIN & PIERSON

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3. *Tentative: Non-lethal deer management services to be implemented by White Buffalo—specifically, surgical sterilization in those areas of the municipality where hunting is infeasible. *Please note that this aspect of the plan requires a Permit to Inhibit Wildlife Reproduction (“PIWR”) from the Division of Fish and Wildlife.* Princeton applied for this permit on June 21, 2025. The Division responded on August 12 with a series of questions and comments that strongly suggest the Division has no intention of issuing the requested permit, at least not in time to enable Princeton to incorporate sterilization in this year’s deer management program. (Copies of the PIWR application and the Division’s response are attached). The CBDMP therefore will not expressly seek authorization to use non-lethal means, as doing so would likely result in the Division denying the entirety of Princeton’s CBDMP. The plan will, however, make explicit reference to Princeton’s pending PIWR application and the municipality’s ongoing commitment to use sterilization as part of its overall deer management program. The purpose of this “bifurcation” is to enable Princeton to proceed with the lethal component of the deer management plan while it continues wrangling with the Division over the sterilization proposal.

Should you have any questions or concerns, or if you would like more information, please do not hesitate to contact me at (908) 528-4747 or trishka@mgplaw.com.

Encl.

cc: Dawn M. Mount, Clerk
Bernard HvozdoVIC, Administrator
Jeffrey Grosser, Deputy Administrator/Health Officer
Deanna Stockton, Deputy Administrator/Municipal Engineer
Sandra Webb, Chief Financial Officer
James Ferry, Animal Control Officer



Suburban White-Tailed Deer Management Using Sharpshooting

The Municipality of Princeton, New Jersey

28 July 2025

Submitted by

Drs. Anthony J. DeNicola and Jason R. Boulanger

White Buffalo Inc.



Introduction

White-tailed deer (*Odocoileus virginianus*) overabundance and associated conflicts are pervasive throughout the eastern U.S. Alternative management techniques (i.e., controlled hunting, sharpshooting, trap and relocation/euthanasia, fertility control research) have been explored from Georgia to Texas, Minnesota to Maine, and nearly all the states contained therein. Throughout this large geographic region, deer are creating social, public safety, and ecological conflicts in suburban, corporate, and park environments. Many federal, state, and local agencies are struggling to address this ever-increasing problem. Most communities that are confronted with deer overabundance issues pursue a single dimensional approach to solve the problem. However, significant variations in landscape, deer populations, and negative impacts lend themselves to different solutions. We suggest that it is often optimal to use more than one mitigation technique and tailor the deer management plan to the spectrum of potential scenarios present in each unique community.

In areas where hunting has not reduced the local deer population to acceptable levels, and an immediate population decline is preferred, sharpshooting methods are often chosen. Sharpshooting has been proven to be effective at rapidly reducing local deer populations and maintaining the lower densities long-term, resulting in a reduction of deer-vehicle accidents (DeNicola and Williams 2008) and an increase in tree regeneration (Abella et al. 2021). Sharpshooting (i.e., use of trained professionals using culling techniques outside of permitted recreational hunting methods) can reduce local deer populations lower than what has been achieved historically using recreational hunters. Professional sharpshooting programs have been implemented throughout the U.S. over the past three decades without a public safety incident. However, the effectiveness of sharpshooting can be hampered by restrictions on discharge distances from occupied dwellings, limiting access to local deer populations. In these situations, trap and euthanasia or fertility control techniques have been used.

The Municipality of Princeton (hereafter Princeton) contains a matrix of suburban/commercial development, agricultural fields, parks and open grasslands. As a result of limited legal hunting opportunities and good deer habitat, the deer population had increased to a level incompatible with some land uses and human activities. Although deer physical condition was not a primary issue, there was concern regarding numerous DVCs and damage to garden and landscape plantings. In response, deer population reduction efforts via sharpshooting and managed archery hunting were implemented to augment recreational hunting in 2001–2010 and 2012–2025 under the New Jersey Division of Fish and Wildlife (NJDFW) community-based deer management program, and these efforts continue.



Management Area

Princeton is in central New Jersey and contains approximately 18.4 miles². The municipality represents one of the most challenging situations for deer managers. The community is densely developed in many areas, but still provides excellent deer habitat (as of 2022 census data, there were 30,377 people, 9,120 households). Within these development patterns the 450' firearm discharge restriction limits the amount of access and effectiveness of lethal options. There are no non-human predators present that can limit a deer population in Princeton.

Sharpshooting efforts will be applied across Princeton where habitat and permission dictate. We depict historical sharpshooting access locations within the polygons in Figure 1. For security reasons, we generalize these locations as shown rather than depict actual sharpshooting locations. We also note that we do not currently have access to all the locations depicted, and that additional locations may be added for future sharpshooting efforts. Every effort will be made to maximize the number of quality sharpshooting locations available in order to meet deer management objectives.

Management Objectives

The use of sharpshooting in deer management, as a supplement to hunting, focuses on limiting the number of DVC's, damage to forest health and landscape plantings, and maintaining a minimal number of homeowner complaints associated with deer.

Field Methods

Site Visit, Planning, and Permitting

We will partner with Princeton staff to coordinate public and private property access. Private property access throughout the community will be invaluable to the success of this program. It also would be beneficial to have access to all suitable public properties. We will facilitate obtaining all necessary permits from the NJDFW.

Pre-baiting and Site Selection

Deer will be drawn to select areas using bait for sharpshooting efforts. Access is preferably on private property to limit impacts on public land users and minimize disturbances by the public during field operations. Baiting should commence 3 weeks in advance of field operation efforts.



All baiting should be conducted daily at a consistent time in the late afternoon or evening. This acts as positive conditioning for the deer; they recognize a person as baiting and associate it with the appearance of food.

Deer Population Estimate

The most recent deer population estimate for Princeton was conducted in December 2023. The survey, which covered approximately 15.5 square miles, estimated a density of 42.6 deer/mi². We propose updating the population estimate to substantiate that targeted harvest numbers are on track to maintain the deer population at targeted levels (~30 deer/mile²). Budgets for both distance sampling and unmanned aerial vehicle systems (uAVS) surveys are attached for consideration.

Target harvest numbers for the 2024–2025 season, inclusive of all causes of mortality, were aligned with the management goals and likely resulted in a residual population of approximately 30–35 deer/mi² before fawning and recruitment. Assuming historical recruitment rates (~1.3 fawns per doe), and factoring in immigration, natural mortality, and hunter harvest, approximately 125 deer will likely need to be removed in 2025/2026 through sharpshooting to maintain the population target.

Deer-vehicle collisions (DVCs), a strong indicator of local deer density, have declined over the past three years. From July 1 to June 30, recorded roadway mortalities were:

- 2022–2023: 60
- 2023–2024: 77
- 2024–2025: 56

While not a perfect measure, DVC trends suggest a stabilized local deer population. However, the resilience of the Princeton deer herd should not be underestimated. Therefore, we recommend maintaining the sharpshooting target at 125 deer for the 2025–2026 season. This harvest number can be adjusted if updated population estimates indicate an unexpected deer density.

Sharpshooting

We intend to use suppressed .223 caliber bolt-action rifles for sharpshooting applications. All rifles are match-grade and specially designed for sharpshooting deer. We will shoot from elevated positions to ensure a steep angle of trajectory. All deer will be shot in the center of the brain (~95%) or the cervical spine (~5%). Cervical spine shots are taken only



when there is an obstruction between the shooter and the deer's brain, or if CWD testing is required by some municipalities.

We have all the necessary equipment with years of hands-on use including several U.S. Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) registered, suppressed, match-grade firearms (using highly frangible, projectiles), all necessary vehicles (including ATVs), and accessories (e.g., night-vision/thermal optics, spotlights, rangefinders, mobile shooting platforms, etc.).

Subsequent to a decision by Princeton to implement a lethal deer reduction program using WBI the following procedures are used:

- 1) Prior to initiating any field activities the target area/s and surrounding properties are thoroughly surveyed using digital aerial images followed by field confirmation. By knowing the location of every occupied structure and areas of human use we are better able to work safely, discreetly, and efficiently;
- 2) Bait sites are selected with the involvement of Princeton. Each site is selected based on safety concerns, discretion, and deer activity;
- 3) We try to prioritize field operations during hours of lowest human activity when possible. In addition, during the removal operation we search intensively for people and non-target animals to avoid mishaps;
- 4) Deer of all ages and sexes are harvested, however, adult females are prioritized. Deer are shot over bait from an elevated position with a rifle during the day or at night. Night-vision equipment and suppressed firearms (only in states where they are legal to possess) are used to expedite field procedures and to ensure discreet operations;
- 5) During deer reductions, there will be continuous open communication between Princeton and WBI staff to keep people well informed regarding field activities to avoid conflicts;
- 6) When in doubt, never shoot;
- 7) All deer carcasses are transported with the highest degree of discretion;

We will attempt to retain our traditional bait sites throughout Princeton and add new ones where possible. We would like to continue our activities on the public properties that we have used in the past and add any new properties that the municipality may have acquired. We prefer



the use of sharpshooting where it can be conducted safely and legally. Sharpshooting protocols will not differ from those used in the past.

We will integrate the Animal Control Officer in all phases of this program, including obtaining property access, 450' authorizations, baiting, and carcass delivery. We propose starting deer removal efforts in late-January or early-February to maximize baiting leverage and lessen the risk that weather conditions impede successful achievement of the management objective (i.e., spring green up).

Capture and Euthanasia

Drop nets and captive bolt guns may be used to supplement sharpshooting. These nets will be used in areas where 450' firearms discharge authorizations cannot be obtained and conducive sites with cooperative landowners exist.

Carcass Disposition

We have not included carcass processing or carcass transportation in the sharpshooting budget for 2025/2026. Separating these from the sharpshooting budget will allow the municipality to explore additional options for deer processing services.

Report Submission

We will be responsible for the submission of annual reports to designated agents of the NJDFW and Princeton. All data will be made available upon request at any time to authorized agents of the State and/or Princeton. A final report will be submitted within 30 days after completion of the project.

Project Supervisors

Dr. Anthony J. DeNicola is CEO of White Buffalo, Inc., a non-profit research organization dedicated to conserving ecosystems through wildlife population control. He received a M.S. degree from the Yale School of Forestry and Environmental Studies and a Ph.D. from Purdue University. Dr. DeNicola has conducted contraceptive and sterilization projects throughout the United States over the last 30 years. Dr. DeNicola's research interests include ecological approaches to control wildlife damage, control of introduced vertebrate species, and wildlife reproductive control.

Dr. Jason "Jay" R. Boulanger is head of Research, Grants and Administration at White Buffalo, Inc. He received his Ph.D. in Wildlife Science from Cornell University, M.S. in Wildlife and Fisheries Sciences from South Dakota State University, and B.S. in Natural Resources from the University of Vermont. His dissertation and post-doctoral research focused on controlling



suburban raccoon rabies via a novel bait station and overabundant deer populations via fertility control, respectively. Jay also served as a tenured wildlife professor at the University of North Dakota where he conducted applied research and taught courses on mammalogy, large mammal ecology and management, and human dimensions of wildlife. Jay is a long-standing member of The Wildlife Society and a Certified Wildlife Biologist®.



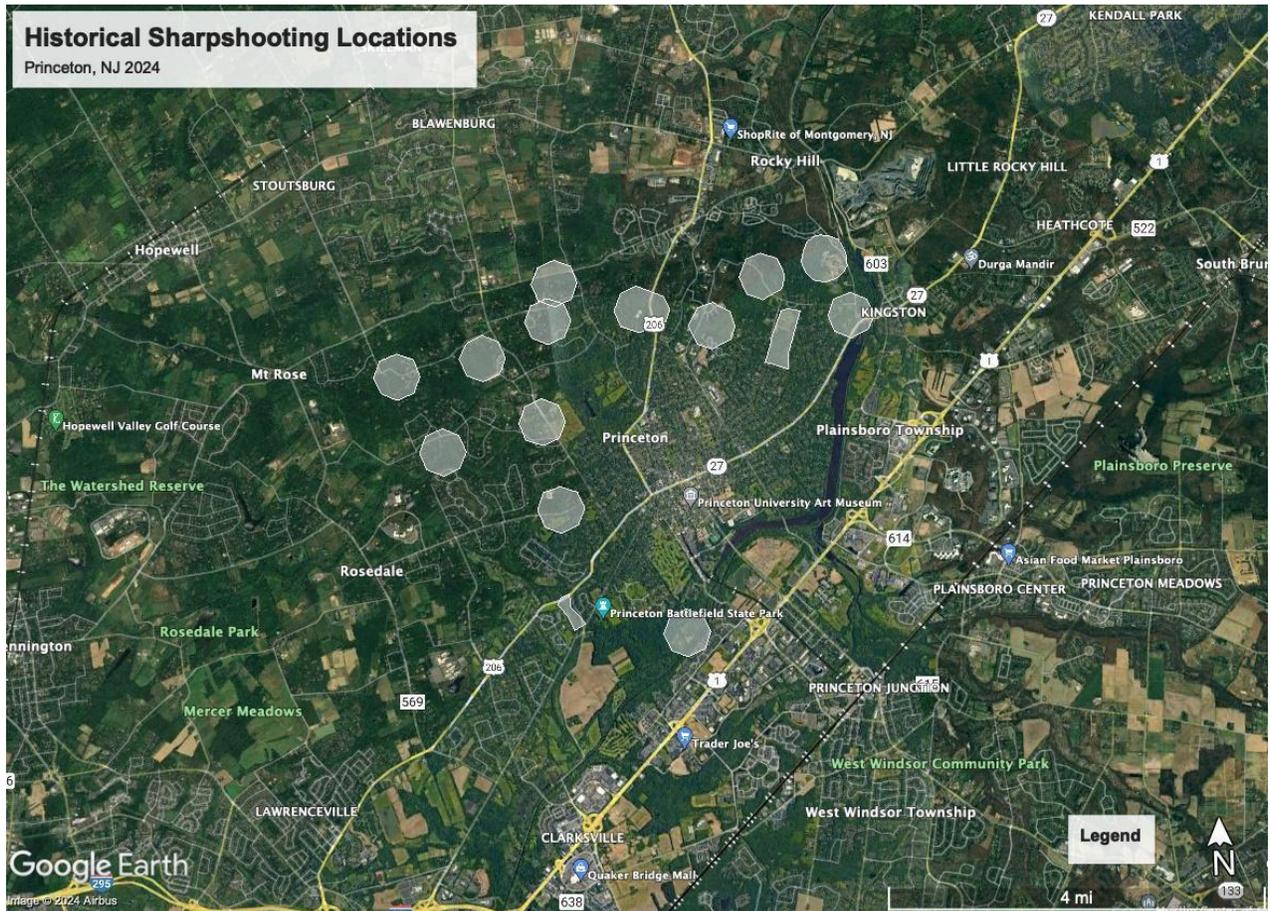
Literature Cited

Abella, S. R., T. A. Schetter, and T. D. Gallaher. 2022. Rapid increase in sensitive indicator plants concurrent with deer management in an oak forest landscape. *Wildlife Society Bulletin* 46:e1377.

DeNicola, A. J., and S. C. Williams. 2008. Sharpshooting suburban white-tailed deer reduces deer-vehicle collisions. *Human-Wildlife Conflicts* 2:28-33.



Figure 1. Historical Sharpshooting Locations Princeton, NJ 2024



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June 21, 2025

Via email (jodi.powers@dep.nj.gov)

Jodi Powers, Supervising Biologist
New Jersey DEP Fish and Wildlife
Bureau of Wildlife Management
One Eldridge Road
Robbinsville, New Jersey 08691

**Re: Princeton, New Jersey: Application for Special Permit to Inhibit Wildlife
Reproduction**

Dear Jodi:

As you know, Princeton remains committed to incorporating surgical sterilization as part of its overall efforts to manage the white-tailed deer population within the municipality. To that end, we are formally applying to the Division for a Special Permit to Inhibit Wildlife Reproduction. The permit would be to conduct a five-year scientific study to evaluate the effectiveness, safety, and population-level impacts of surgical sterilization in conjunction with lethal management methods.

The details of the study are set forth in the attached proposal by White Buffalo, Inc., entitled “Surgical Sterilization and Integrated Management for Suburban White-Tailed Deer Population Reduction in Princeton, New Jersey: Special Permit Application to Inhibit Wildlife Reproduction, Municipality of Princeton, New Jersey,” prepared by Drs. Anthony J. DeNicola and Jason R. Boulanger and dated June 21, 2025.

We would welcome the opportunity to meet in person to address any questions about the proposal and/or provide more information. We are offering to host the meeting in Princeton, as this would give the Division representatives the opportunity to see first-hand the areas in which we seek

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June 21, 2025

Page 2

to conduct the study, together with the areas in which lethal management has been taking and will continue to take place. That said, we do not wish to inconvenience the Division and would therefore have no objection to meeting in Trenton instead.

I will be out of the country until July 12. In my absence, please contact Tony DeNicola or Jay Boulanger directly for any additional information you require, including copies of any unpublished reports or research referenced in the proposal.

Very truly yours,



Trishka Waterbury Cecil
Princeton Municipal Attorney

TWC:haf
Encl.

cc: Hon. Mark Freda, Mayor (mfreda@princetonnj.gov)
Dawn M. Mount, Clerk (dmount@princetonnj.gov)
Bernard P. Hvozdovic, Administrator (bhvozdovic@princetonnj.gov)
Jeffrey C. Grosser, Deputy Administrator/Health Officer (jgrosser@princetonnj.gov)
James Ferry, Animal Control Officer (jferry@princetonnj.gov)
Dr. Anthony J. DeNicola (tony.denicola@whitebuffaloinc.org)
Dr. Jason R. Boulanger (jason.boulanger@whitebuffaloinc.org)



Surgical Sterilization and Integrated Management for Suburban White-Tailed Deer Population Reduction in Princeton, New Jersey: Special Permit Application to Inhibit Wildlife Reproduction

The Municipality of Princeton, New Jersey

21 June 2025

Submitted by

Drs. Anthony J. DeNicola and Jason R. Boulanger

White Buffalo, Inc.



Introduction

This proposal is submitted as a scientific research application in accordance with the regulatory requirements for a Special Permit to Inhibit Wildlife Reproduction. The project is designed to evaluate the effectiveness, safety, and population-level impacts of integrated surgical sterilization and lethal management methods for white-tailed deer (*Odocoileus virginianus*), as required by state wildlife regulations governing research on wildlife reproduction.

Deer overpopulation and related conflicts are widespread across the United States. A variety of alternative management strategies, including controlled hunting, sharpshooting, trap-and-relocation efforts, and fertility control research, have been implemented or studied in states ranging from Georgia to Texas, Minnesota to Maine, and nearly all states in between. Throughout this large geographic region, deer are creating both social and ecological conflicts in suburban, corporate, and park environments. Many federal, state, and local agencies are struggling to address this ever-increasing problem. Most communities that are confronted with deer overabundance issues pursue a single dimensional approach to solve the problem. However, significant variations in landscape, deer populations, and negative impacts lend themselves to different solutions. We suggest that it is often optimal to use more than one mitigation technique and tailor the deer management plan to the spectrum of potential scenarios present in each unique community.

In areas where hunting has not reduced the local deer population to acceptable levels, and an immediate population decline is preferred, sharpshooting methods are often chosen. Sharpshooting has been proven to be effective at rapidly reducing local deer populations and maintaining the lower densities long-term, resulting in a reduction of deer-vehicle collisions (DVCs; DeNicola and Williams 2008) and an increase in tree regeneration (Abella et al. 2021). Sharpshooting (i.e., use of trained professionals using culling techniques outside of permitted recreational hunting methods) can reduce local deer populations lower than what has been achieved historically using recreational hunters. Professional sharpshooting programs have been implemented throughout the U.S. over the past three decades without a public safety incident. However, the effectiveness of sharpshooting can be hampered by restrictions on discharge distances from occupied dwellings, limiting access to local deer populations. In these situations, capture and euthanasia or fertility control techniques have been used.

Fertility control technology has been shown to be effective for use on white-tailed deer and several other mammalian species. The public has expressed considerable interest in this approach to managing deer, and it has promise for use on localized deer populations (Rutberg et al. 2013). The goal for this management approach is short- and/or long-term population management to minimize human-deer interactions or disease outbreaks in areas with high deer populations where hunting is limited, controlled, or prohibited, and where other management tools are difficult or impossible to implement. However, when fertility control is used in isolation,



it requires a longer timeframe to see significant population declines through natural attrition (Merrill et al. 2003), and the cost per animal handled is 2–3 times the cost of other professional methods. Therefore, use on a larger landscape level (e.g., >2–3 mi²) can often be cost prohibitive.

We suggest use of surgical sterilization, versus vaccine technology, because it is safe for treated deer (Maclean et al. 2006, DeNicola and DeNicola 2021), does not require EPA permits, and is more cost effective than all present vaccine technology in many situations (Boulanger et al. 2012, Evans et al. 2016, DeNicola and DeNicola 2021). The efficacy of some vaccines has also been questioned (Walker et al. 2021), and immunocontraceptive vaccines such as GonaCon™ (Walker et al. 2021) or PZP-22 (Rutberg et al. 2024) require booster shots, are less effective, and can be more expensive. Immunocontraceptive vaccines, such as SpayVac® and GonaCon™, have been evaluated for managing suburban white-tailed deer populations, including in the Municipality of Princeton (hereafter Princeton), New Jersey (White Buffalo, Inc., 2006, unpublished report). Early treatments demonstrated initial efficacy, but a change in the SpayVac® manufacturing process led to reduced effectiveness and higher reproduction rates among treated female deer.

The first assessment of surgical sterilization in deer occurred in the early 1990s (Frank and Sajdak 1993), with subsequent research in the 2000s further evaluating surgical methods (MacLean et al. 2006, Boulanger et al. 2012). Surgical sterilization, particularly via ovariectomy, was recognized as a permanent infertility solution, especially valuable where repeated treatments are impractical or costly. Research has shown that rendering 60–80% or more of a deer population infertile is necessary to stabilize or reduce populations (Grund 2011, Boulanger et al. 2012).

Recent studies have demonstrated that high-percentage surgical sterilization—primarily via ovariectomy—can result in substantial reductions in suburban deer populations, even in geographically open environments where immigration is possible. Across six study sites in California, Maryland, Michigan, New York, Ohio, and Virginia, an average population reduction of approximately 26% (range: 17–36%) was observed from Year 1 to Year 2, and a mean total reduction of 45% (range: 29–56%) was documented four years after initial treatment (DeNicola and DeNicola 2021). These findings challenge earlier assumptions that fertility control is only viable in small, insular, or fenced populations (Seagle and Close 1996, Merrill et al. 2006, Boulanger et al. 2012, Boulanger and Curtis 2016), and suggest that, with sustained effort and high treatment coverage (>90% of females), surgical sterilization can be an effective management tool for localized population reduction in suburban landscapes (DeNicola and DeNicola 2021).

Surgical sterilization programs for deer have demonstrated potential to reduce DVCs, with studies showing decreased carcass removals over time. For example, in Staten Island, New York City, where a male deer sterilization program is underway, the Department of Sanitation (DSNY) documented a significant decline in deer carcass removals from public and private properties,



dropping from 299 in 2018 to 36 in 2024, an 88% reduction (White Buffalo, Inc. 2025, unpublished report).

All surgical sterilization field efforts for deer conducted by White Buffalo, Inc., including those detailed in the DeNicola and DeNicola (2021) publication and additional projects summarized in Table 1—were completed efficiently and safely. These efforts span a broad range of suburban and urban communities, each with varying housing densities and firearm or archery discharge distance regulations. For example, surgical sterilization projects have been implemented in high-density areas such as Staten Island, NY (3,083 units/mi²), as well as in lower-density locations like East Hampton, NY (135 units/mi²), with discharge distances ranging from 300 to 500 feet for firearms and 150 to 250 feet for archery. Princeton, with a housing density of 882 units/mi² and discharge distances of 450 feet for firearms and 150 feet for archery, falls squarely within the spectrum of communities where these procedures have been conducted safely, humanely, and effectively, often with police notification or assistance as an added precaution.

Table 1. Summary of suburban and urban white-tailed deer surgical sterilization projects conducted by White Buffalo, Inc., including community housing density, firearm and archery discharge restrictions, and local law enforcement participation. *Proposed sterilization area.

	Housing - Building Units	Area (mi²)	Housing - Building density/mi²	Discharge Distance	Police participation
Staten Island, NY	184959	60.0	3083	500' firearm 250' crossbow 150' other archery	informed
South Euclid, OH	9363	4.7	1992	400' firearm and archery	informed/assist
City of Fairfax, VA	8347	6.3	1325	300' firearm and archery	escort
Clifton, OH	910	0.9	979	400' firearm and archery	informed
Cayuga Heights, NY	1696	1.8	942	500' firearm 250' crossbow 150' other archery	escort
Princeton, NJ*	2206	2.5	882	450' firearm 150' archery	informed
Ann Arbor, MI	2616	3.1	844	450' firearm and archery	informed
Town & Country, MO	1232	2.7	456	450' firearm 200' archery	informed
Village of East Hampton, NY	635	4.7	135	500' firearm 250' crossbow 150' other archery	informed



Fertility control also appears to be safe for motorists. Research has demonstrated no correlation between deer treated with fertility control and increases in DVCs (Boulanger and Curtis 2016, DeNicola and DeNicola 2021, DeNicola et al. 2025, Rutberg et al. 2004). Moreover, DVCs tend to decrease as local populations decline through attrition following the implementation of sterilization projects.

Over the past three decades, both professional sharpshooting and surgical sterilization programs—including multiple years of fieldwork in Princeton and numerous projects by White Buffalo, Inc. nationwide—have been conducted without a single public safety incident. This extensive operational record, supported by peer-reviewed research and experience in communities with varying densities and regulations, demonstrates that these methods can be implemented safely with established protocols and coordination with local authorities. Specifically, we have captured and sterilized thousands of deer in a similar manner as proposed for Princeton without a public complaint or safety incident. The consistent absence of safety incidents across these diverse settings directly challenges any assertion that surgical sterilization field operations, including the use of dart projectors, are unsafe.

Princeton features a mosaic of suburban and commercial development, agricultural fields, parks, and open grasslands. Due to limited legal hunting opportunities and the availability of high-quality deer habitat, the local deer population grew to levels that conflicted with some land uses and human activities. While the physical condition of the deer was not a primary concern, there was significant worry about the increasing number of DVCs and the damage caused to gardens and landscape plantings. In response, population reduction measures—including sharpshooting and managed archery hunts—were introduced to supplement recreational hunting from 2001 to 2010 and again from 2012 to 2025, under the New Jersey Division of Fish and Wildlife’s community-based deer management program. These efforts remain ongoing. Notably, DVCs in Princeton rose sharply as of July 2024 compared to the same period in 2023, increasing from 31 incidents in 2023 to 64 in 2024.

Lethal deer removal and deer sterilization may be combined to enhance the effectiveness of both approaches (Curtis 2020). In communities where there are great disparities in development density, we have often recommended a combination of methods. However, deer management is very polarizing and local leadership typically votes in favor of lethal or nonlethal, rarely a combination. In a community like Princeton, with a diverse development pattern, we recommend combining management methods across the community; nonlethal surgical sterilization in the more densely developed areas surrounding the downtown area (Fig. 1) to supplement ongoing annual hunting, sharpshooting, and capture and euthanize efforts. This approach should result in population declines in developed areas that have exhibited population increases over the past several years. Save for the below mentioned South Euclid, OH management program, there are few data on the empirical benefits of this proposed strategy.



These combined management efforts propose to further the benefits of managing Princeton's deer population.

The South Euclid, Ohio deer management program began in 2020 with a sharpshooting initiative and, in 2021, expanded to a combined research project utilizing both sharpshooting and surgical sterilization under a permit from the Ohio Department of Natural Resources (White Buffalo, Inc., 2025, unpublished report). Surgical sterilization treatments commenced in 2022 and continued for four consecutive years, resulting in the sterilization of 159 female deer. This dual approach led to a 37% reduction in city-wide deer density within the first three years, and in neighborhoods where over 95% of females were sterilized, fawn recruitment was nearly eliminated. In late 2024, the program transitioned from research to an officially recognized management strategy, permitting the continued use of both sterilization and culling to achieve population control. As of today, Ohio has joined Maryland and South Carolina in recognizing surgical sterilization—without the need for a research permit—as a legitimate tool for reducing deer populations and mitigating their impacts in urban and suburban settings.

Research Objectives

The use of surgical sterilization in Princeton is intended to supplement current hunting and nontraditional lethal methods (i.e., sharpshooting and capture/euthanize), particularly in areas where dense development, small parcel sizes, limited open space, and authorization requirements restrict the use of these traditional approaches. Our primary objective and measurement of success is to achieve and empirically document at least a 40% reduction in the local white-tailed deer population within targeted management zones over 5 years, through high-percentage (>95%) surgical sterilization of female deer in accessible areas and continued lethal management nearby. We will then determine whether a further reduction is feasible over the next 5 years to assess if immigration constrains further population reduction. This target is substantiated by population reduction outcomes reported in DeNicola and DeNicola (2021)-demonstrating average declines of 29–56% with sterilization alone in open suburban environments-and by a 37% reduction achieved in South Euclid, Ohio, using a combined sterilization/sharpshooting strategy, which effectively suppressed fawn recruitment and reduced herd size (White Buffalo, Inc., 2025, unpublished report). The anticipated rate of population decline in Princeton will depend on the proportion of the population sterilized or culled, as well as local demographic factors such as fecundity, mortality, and immigration/emigration rates (Etter et al. 2002, DeNicola 2006, DeNicola et al. 2008, Grund 2011). Rigorous population monitoring via distance sampling or sUAS surveys will be used to assess progress and evaluate the additive effectiveness of integrating lethal and non-lethal management approaches. Additionally, we will compare annual mortality rates of surgically sterilized females to those treated with immunocontraceptive agents used in a previous Princeton study (2003–7; see Appendix A) to better understand the expected population trajectory in densely developed treatment areas.



Study Area

Princeton is in central New Jersey and contains approximately 18.4 miles². The municipality represents one of the most challenging situations for deer managers. The community is densely developed in many areas but still provides excellent deer habitat (as of 2022 census data, there were 30,377 people, 9,120 households). Within these development patterns the 450' firearm discharge restriction limits the amount of access and effectiveness of lethal options. There are no non-human predators present that can limit a deer population in Princeton.

Hunting and sharpshooting efforts have been applied across Princeton where habitat and permission dictate. We depict historical sharpshooting access locations within the polygons in Fig. 1. For security reasons, we generalize these locations as shown rather than depict actual sharpshooting locations. We also note that we do not currently have access to all the locations depicted, and that additional locations may be added for future sharpshooting efforts.

The areas proposed for the addition of non-lethal management, as recommended by Princeton's Animal Control Officer (ACO), comprise ~2.5 mi² of dense suburban landscape within the municipality where deer complaints are frequent and we have been unable to secure the authorizations necessary for lethal management. Four areas of suburban landscape surrounding downtown Princeton have been identified as suitable for an annual sterilization approach (Fig. 1) as follows: 1) The area bounded by US 206 to the north, municipality line to the west, Mercer Road to the south, and Hutchinson Drive and the eastern boundary of Historic Overlook Park to the east. 2) Mountain Avenue to the North, Elm Road to the west, US 206 to the south, and Bayard to the east. 3) A triangle formed by Valley Road to the south and US 206 and North Harrison Street to the west and east, respectively. 4) Terhune and Van Dyke Roads to the north; North Harrison Street, Clearview, and Grover Avenues to the west (minus a small parcel of Butler Picnic Area), Snowden Lane, Abernathy Drive, Littlebrook and Roper Roads to the east, and Carnegie Lake/Princeton-Kingston Road to the south and east.

All four of these proposed areas as described above will be targeted annually for surgical sterilization efforts. While we have conducted contraceptive vaccine research in Princeton previously, we note that this area coincides with one of the four currently proposed for sterilization treatment.

- Extensive research has documented the home range sizes of suburban white-tailed deer, with studies consistently reporting that female deer in suburban landscapes typically maintain small, stable home ranges. Suburban white-tailed deer, especially females, typically maintain annual home ranges of less than 150 acres, with core areas often under 30 acres, and exhibit strong site fidelity, rarely leaving these established ranges unless forced by significant external pressures (Swihart et al. 1995, Kilpatrick and Spohr 2000, Williams and DeNicola 2001, DeNicola et al. 2024, 2025). Moreover, previous research in



Princeton documented that few female deer immigrated into the study area over a four-year period (2003–2007), demonstrating that female deer immigration rates are low in this suburban landscape (see Appendix A for details). Given these well-established movement patterns, there is no reason to expect that deer in the Princeton sterilization zones would exhibit substantially different home range behavior than those studied elsewhere. The identified sterilization zones are composed of dense residential neighborhoods where lethal management is restricted by discharge regulations and lack of access. If deer residing in these zones were routinely accessible to sharpshooting or other lethal methods, it would preclude the need for a fertility control permit for these areas. One of the objectives of this research is to empirically evaluate whether these previously documented patterns of limited female deer movement and low immigration rates also hold true within the specific context of Princeton’s sterilization zones. By monitoring marked individuals and population trends, this study will provide site-specific data to confirm or challenge the assumption that female deer in these suburban neighborhoods exhibit high site fidelity and minimal immigration—information essential for assessing the long-term effectiveness of localized fertility control as a management tool.

Justification For Surgical Sterilization as a Deer Research Component

The municipality of Princeton has used every tool and resource available to reduce the white-tailed deer population within the community since 2000. Deer management has been a consistent priority and has included extensive hunting (both by recreational hunters on private properties and by bowhunters under contract with Princeton to bow hunt on public lands), sharpshooting, and capture and euthanasia along with a host of non-lethal management strategies. This included the very expensive use of *Strieter-Lite* reflectors and early research on chemical sterilization. The community has made great gains in reducing deer densities in many areas within the municipality. Unfortunately, due to limited safe shooting sites, or drop-netting locations, in combination with restrictive 150- and 450-foot discharge regulations, lethal management in some highly developed portions of the community is not feasible. Using drop nets for deer capture in a suburban landowner setting is problematic because it requires a large, open and relatively flat area (approximately 70 x 70-foot), explicit landowner permission, the ability to set up discreetly, and alignment with deer movement patterns—challenges compounded by the fact that most suburban properties lack adequate space and such operations can be disruptive to residents. These areas continue to experience significant conflicts with deer. Our request for a Special Permit to Inhibit Wildlife Reproduction is intended to supplement ongoing traditional (recreational hunting) and non-traditional (sharpshooting and capture and euthanize) deer management that is, and has been, occurring for the last 24 years.



Field Methods

Site Visit, Planning, and Permitting

We will continue to partner with Princeton staff to coordinate public and private property access for the sharpshooting portion of deer management. Private property access throughout the community is critical to the success of the lethal management portion of this research program. It also would be beneficial to have access to all suitable public properties. We will facilitate obtaining all necessary permitting from NJDFW.

Deer Population Estimate

Steward Green™ conducted a FLIR survey in January 2023 in Princeton, as they have done elsewhere (Steward Green™, 2021, unpublished report). This survey provided a deer population estimate of 51 deer per square mile. White Buffalo, Inc. has been regularly conducting town-wide distance sampling in Princeton since 2014 (every 2–3 years), including efforts in December 2023, which resulted in an estimated population density of 42.6 deer per square mile. Importantly, both the FLIR survey and the Distance Sampling survey indicated a substantial number of deer in the proposed sterilization areas. In addition to these comprehensive surveys, White Buffalo, Inc. conducted a sUAS survey in a select area of the municipality after management activities in Winter 2024. This survey was intended for internal methodology comparison purposes. The survey area was within the proposed fertility control area and resulted in a nearly identical number of deer observations to the FLIR survey conducted by Steward Green™ a year earlier in the same location.

We will continue to conduct periodic town-wide distance sampling (Pfeffer et al. 2024). In addition, we will conduct drone survey population assessments in each sterilization area in Year 1, as well as at the 5- and 10-year milestones, to demonstrate short- and long-term reductions in open environments. We depict previous distance sampling routes used in Princeton in Fig. 2. Drone surveys will be conducted using sUAS equipped with thermal cameras (Thomas et al. 2010). Together, these surveys will be used to monitor deer population trends and evaluate the combined effects of sterilization, regulated hunting, sharpshooting, and capture-euthanasia over the 10-year study period (2026–2035). In sum, drone population assessments in the study areas will supplement periodic distance sampling surveys and occur at 5-year intervals to measure changes in density by comparing pre-treatment baseline data from 2025 with mid-term and final outcomes.

Recreational Hunting, Managed Archery Hunts, Professional Sharpshooting, and Capture and Euthanasia

These management activities will continue as they have since 2000, as we are investigating the benefit of an additional management tool when combined with all the other methods that are currently utilized in Princeton. Despite sustained application of recreational hunting, managed archery hunts, professional sharpshooting, and capture and euthanasia for over two decades,



these methods have not resolved chronic deer conflicts in certain areas of Princeton, underscoring the need for a research permit to evaluate the effectiveness of integrating surgical sterilization as an additional management tool.

Additional lethal management, including both firearms and archery equipment, cannot address the inaccessibility of female deer in the proposed sterilization areas. The contracted hunting organization has already exhausted all feasible access options, systematically reducing deer numbers in accessible locations to the point of diminishing returns over several months each season. Despite these sustained efforts, minimal access has been available in the proposed sterilization zones for over two decades, and neither the Municipality of Princeton nor the contractors can compel cooperation or grant access on private properties.

Given these limitations, sharpshooting has been employed as an alternative tool for reducing deer populations where access is possible. Intensive monitoring at every bait and shooting location ensures that culling efforts are focused and cost-effective, but once camera data indicate minimal deer activity, further operations yield no additional benefit. Simply increasing the duration of lethal efforts is not viable where deer do not respond to bait or where legal and logistical barriers exist. This protocol, validated by over 25 years of experience in communities nationwide, including Princeton, demonstrates that once the accessible segment of the population is removed, additional effort does not result in greater population reduction. Therefore, integrating surgical sterilization is necessary to address persistent deer conflicts in areas where lethal methods are not feasible or effective.

Drop nets (Beaver et al. 2022) and captive bolt guns (American Veterinary Medical Association 2020) will continue to be used annually to supplement management efforts. These nets will be used in areas where 450' firearms discharge authorizations cannot be obtained and conducive sites with cooperative landowners exist. It's important to remember that drop netting in suburban areas remains challenging due to the need for a very sizable, unobstructed space, landowner cooperation, minimal visibility, and appropriate deer activity—all factors that are often difficult to accommodate and can inconvenience property owners. We note that while darting and euthanasia is another option for deer management, it creates several challenges which preclude consideration for this research proposal. One issue is the need to properly dispose of carcasses, which can be logistically complex. Additionally, deer euthanized by chemical immobilization and euthanasia cannot be consumed by humans, removing a condition that often makes lethal control more acceptable to residents in urban and suburban landscapes. Thus, there is likely to be resistance from residents regarding the retrieval of deer from private property when euthanasia is involved. In contrast, during our sterilization efforts across eight communities—where we have retrieved over 3,000 deer—we have not encountered any conflicts with residents.



Capture and Dart Projectors

Our goal is a high percentage capture and sterilization (>95% of females total among the four zones) combined with maximal efficiency (i.e., lowest cost). To achieve this, there should be complete access to the select local deer populations from roadways. Female deer will be captured using remote immobilization (darting) equipment from a vehicle. We anticipate handling a minimum of 40 female deer within the sterilization zones (Fig. 1). The FLIR survey conducted by Steward Green™ in January 2023 indicated a minimum of 136 deer within the proposed sterilization zones. Therefore, it seems reasonable that a minimum of 40 female deer would need to be sterilized in these areas. This is based on ~35–40% of the population being adult female through past harvest data and our research on immunocontraceptives from 2003–7 (White Buffalo, Inc., 2006, unpublished report).

Female white-tailed deer of all age classes will be immobilized remotely using projectors with 2-ml transmitter darts (Pneu-dart, Inc., Williamsport, PA, USA). Deer will be illuminated with small LED flashlights and darted opportunistically along roadsides. Our dart projectors (i.e., Pneu-Dart - X-caliber) are .50 caliber and cannot shoot a projectile over 600 fps using compressed air. Air rifles in New Jersey are considered firearms if they are under 3/8", so dart projectors would not fall under this category. In addition, the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) does not consider dart projectors firearms. In our experience, less than 4% of deer are not captured after darting efforts. Less than 3% of treated deer die from the capture or surgery efforts (DeNicola and DeNicola 2021).

See Table 2, which depicts the effective range of a crossbow discharged from a ground blind, with both the discharge elevation and aim point set at approximately 2 feet above ground level. There is no requirement to discharge a crossbow out of a treestand. There is an intent to kill with a crossbow and hence the energy and effective range and a need for a safety setback. For example, a TenPoint crossbow firing a 445-grain (29-gram) arrow at 505 feet per second generates 252 foot-pounds of kinetic energy when discharged from a blind with a 20-yard point of aim. Under these conditions, the arrow can travel nearly 220 feet before striking the ground at a very shallow angle, which increases the risk of ricochets and extended arrow travel.



Table 2. Projectile characteristics of a crossbow arrow discharged from a ground blind, illustrating the energy and velocity considerations relevant to suburban deer management operations.

Drag Function: G1	Wind Speed: 10 mph	<u>International Standard Atmosphere</u>
Ballistic Coefficient: 0.05	Wind Angle: 90°	Altitude: Sea Level (0 ft)
Bullet Weight: 445 gr	Zero Range: 20 yd	Barometric Pressure: 29.92 Hg
Initial Velocity: 505 fps	Chart Range: 200 yd	Temperature: 59° F
Sight Height : 2.5 in	Maximum Range: 616 yd	Relative Humidity: 50%
Shooting Angle: 0°	Step Size: 5 yd	Speed of Sound: 1116 fps

Range (yd)	Elevation (in)	Elevation (MOA)	Elevation (MIL)	Windage (in)	Windage (MOA)	Windage (MIL)	Time (s)	Energy (ft.lbf)	Vel[x+y] (ft/s)
- Sound Barrier (1116 fps) -									
0	-2.50	0.00	0.00	0.17	0.00	0.00	0.00	252	505
5	-1.31	24.15	7.02	0.21	3.94	1.14	0.03	245	498
10	-0.51	4.76	1.38	0.32	3.00	0.87	0.06	239	492
15	-0.07	0.42	0.12	0.50	3.12	0.91	0.09	233	486
20	0.01	-0.03	-0.01	0.74	3.52	1.02	0.12	227	479
25	-0.30	1.14	0.33	1.06	4.03	1.17	0.16	221	473
30	-1.00	3.15	0.92	1.45	4.60	1.34	0.19	216	467
35	-2.09	5.67	1.65	1.92	5.20	1.51	0.22	210	461
40	-3.59	8.54	2.48	2.45	5.84	1.70	0.25	205	455
45	-5.51	11.66	3.39	3.07	6.49	1.89	0.29	199	449
50	-7.86	14.97	4.36	3.76	7.16	2.08	0.32	194	443
55	-10.66	18.46	5.37	4.53	7.84	2.28	0.35	189	438
60	-13.91	22.08	6.42	5.38	8.54	2.48	0.39	184	432
65	-17.62	25.83	7.51	6.31	9.25	2.69	0.42	180	426
70	-21.81	29.70	8.64	7.32	9.96	2.90	0.46	175	421
75	-26.50	33.67	9.79	8.41	10.69	3.11	0.49	170	415
80	-31.68	37.75	10.98	9.59	11.42	3.32	0.53	166	410
85	-37.39	41.93	12.20	10.85	12.17	3.54	0.57	162	404
90	-43.62	46.22	13.44	12.20	12.92	3.76	0.60	157	399
95	-50.40	50.59	14.72	13.64	13.69	3.98	0.64	153	394

In comparison, Table 3 presents a dart trajectory scenario in which a transmitter dart is fired from an SUV at a mirror height of approximately 4 feet, with the target located 15 yards away and the impact height at about 2 feet (mid-thigh). Under these conditions, the dart will strike the ground in less than 100 feet. The transmitter dart, traveling at 160 feet per second and weighing 230 grains, has roughly one-third the velocity and half the weight of a crossbow arrow, resulting in a kinetic energy of just 13 foot-pounds-compared to 252 foot-pounds for a crossbow arrow, or nearly 20 times less energy. This substantial reduction in velocity and energy is intentional, as the goal is to use the minimum force necessary to safely immobilize the animal while minimizing the risk of injury.



Table 3. Projectile characteristics of a dart discharged from a vehicle, illustrating the energy and velocity considerations relevant to suburban deer management operations.

Drag Function: G1	Wind Speed: 10 mph	<u>International Standard Atmosphere</u>
Ballistic Coefficient: 0.05	Wind Angle: 90°	Altitude: Sea Level (0 ft)
Bullet Weight: 230 gr	Zero Range: 15 yd	Barometric Pressure: 29.92 Hg
Initial Velocity: 160 fps	Chart Range: 100 yd	Temperature: 59° F
Sight Height : 2.5 in	Maximum Range: 269 yd	Relative Humidity: 50%
Shooting Angle: -3°	Step Size: 5 yd	Speed of Sound: 1116 fps

Range (yd)	Elevation (in)	Elevation (MOA)	Elevation (MIL)	Windage (in)	Windage (MOA)	Windage (MIL)	Time (s)	Energy (ft.lbf)	Vel[x+y] (ft/s)
- Sound Barrier (1116 fps) -									
0	-2.50	0.00	0.00	0.55	0.00	0.00	0.00	13	160
5	2.06	-38.11	-11.09	0.70	12.89	3.75	0.10	13	158
10	2.92	-27.41	-7.97	1.09	10.20	2.97	0.20	12	155
15	0.17	-1.07	-0.31	1.72	10.84	3.15	0.29	12	153
20	-6.28	29.76	8.66	2.60	12.34	3.59	0.39	12	151
25	-16.53	62.77	18.26	3.74	14.21	4.13	0.49	11	149
30	-30.67	97.19	28.27	5.13	16.27	4.73	0.59	11	147
35	-48.79	132.66	38.59	6.78	18.45	5.37	0.70	11	145
40	-70.96	169.01	49.16	8.69	20.71	6.02	0.80	11	144
45	-97.26	206.11	59.95	10.86	23.03	6.70	0.91	10	142
50	-128.84	245.15	71.31	13.37	25.48	7.41	1.02	10	141
55	-163.70	283.56	82.48	16.07	27.89	8.11	1.12	10	139
60	-204.23	323.83	94.20	19.13	30.42	8.85	1.23	10	138
65	-249.35	364.63	106.07	22.47	32.98	9.59	1.35	10	137
70	-299.10	405.93	118.08	26.08	35.56	10.34	1.46	9	136
75	-355.31	449.01	130.61	30.10	38.25	11.13	1.58	9	135
80	-414.44	491.14	142.87	34.26	40.88	11.89	1.70	9	134
85	-480.30	534.97	155.62	38.84	43.61	12.69	1.82	9	133
90	-553.29	580.48	168.85	43.85	46.44	13.51	1.94	9	132
95	-628.93	624.85	181.76	48.99	49.21	14.31	2.06	9	132

In summary, while a dart projector may resemble a firearm in appearance, its operational range and kinetic energy are substantially lower—even compared to a crossbow—and are specifically chosen to facilitate the humane capture of deer. Given these significant differences in projectile performance, a safety setback requirement is not warranted. Additionally, safety will be further enhanced by the presence of law enforcement personnel, who will provide an added layer of oversight during darting operations.

Each dart administers BAM (Butorphanol 0.65 mg/kg, Azaperone 0.22 mg/kg, Medetomidine 0.26 mg/kg) into the proximal muscle mass of a pelvic limb or the epaxial muscles of each deer (Boesch et al. 2011). Once a dart is deployed and 10–15 minutes has elapsed, the deer will be located via radio-telemetry or through direct observation. Deer will be captured in early winter to minimize difficulties of performing the sterilization procedure later in gestation. We will approach deer in a vehicle on public roadways and private roadways/properties where



permission has been granted after ~2100 h. Whenever possible, a police officer will accompany the capture professionals during mobile operations. Once deer are located, masks will be placed over the eyes and ophthalmic ointment will be applied to prevent ocular desiccation. Deer then will be transported to a temporary veterinary surgical sterilization site that will be set up in close coordination with Princeton's Health Officer, most likely in an unoccupied building owned by Princeton that previously housed the Princeton First Aid & Rescue Squad (237 North Harrison Street).

Marking

We will administer radio-collars to 30 treated females to facilitate future capture efforts (e.g., to locate unmarked deer for subsequent capture) and to assess survival rates. All sterilized animals will be fitted with livestock ear tags labeled "Call Before Consumption – 860-385-4725." We will use Extra Large DuFlex ear-tags and modified traditional VHF radio-collars (1/3 the size of traditional deer collars – ~5-year battery life) to lessen the unnatural appearance of deer. VHF frequencies for all radio-collars used will be supplied to NJDFW as soon as operations are complete. We also will collect data on deer weight, age, and general health.

Surgical Sterilization

Surgical procedures generally follow DeNicola and DeNicola (2021), but we provide additional detail here. All surgeries will be performed by New Jersey-licensed veterinarians to ensure compliance with state regulations and the highest standards of animal care. After capture, all female deer will be premedicated with flunixin meglumine at a dosage of 1–3 mg/kg intramuscularly or intravenously for the control of pain, as well as a long-acting antibiotic (ceftiofur - Excede) at 3–6 mg/kg, also intramuscularly, for the prophylactic prevention of infection. To maintain anesthesia, supplemental doses of ketamine HCl may be given intravenously at dosages up to 5 mg/kg, as needed. Routine prepubic ventral midline laparotomy will be used to expose the uterine horns and ovaries. We will then perform bilateral ovariectomy. Ovarian isolation will be achieved via clamping and gentle traction, while hemorrhage control and ovarian excision will be achieved via thermal vessel sealing and/or electrocautery. In select cases the ovarian artery will be ligated with 0 PDS suture or a titanium hemostatic clip. Routine three-layer closure of the abdomen will be performed to complete the procedure. This will include simple interrupted or simple continuous closure patterns of the linea alba using appropriately-sized absorbable suture, followed by closure of the subcutaneous layer utilizing either running a Cushing or simple continuous suture patterns with appropriately-sized absorbable suture. Finally, the skin will be closed using 35W skin staples of number and spacing appropriate for complete appositional closure of the surgical incision. In over 600 sterilization surgeries in deer (black-tailed and white-tailed deer) we have never had a known dehiscence (DeNicola and DeNicola 2021). The suture materials and patterns support continued use, as does the use of stainless-steel staples for skin closure. We have recaptured many of the previously sterilized deer and found the staples absent after only a few months.



Reversal and Release

All deer will be released proximate to the capture location, in areas with the lowest likelihood of human disturbance during recovery. We will administer the reversal agent atipamezole hydrochloride (3 ml IM) for the antagonism of the medetomidine and naltrexone hydrochloride (0.5 ml IM) for the antagonism of butorphanol. We will monitor each deer during recovery until they are ambulatory.

Report Submission

We will be responsible for the submission of annual reports to designated agents of the NJDFW and Princeton. All data will be made available upon request at any time to authorized agents of the State and/or Princeton. In addition to other results from these management efforts, the final report will include the detailed costs associated with both the sterilization and the lethal removal aspects of the management.

Project Supervisors

Dr. Anthony J. DeNicola is CEO of White Buffalo, Inc., a non-profit research organization dedicated to conserving ecosystems through wildlife population control. He received a M.S. degree from the Yale School of Forestry and Environmental Studies and a Ph.D. from Purdue University. Dr. DeNicola has conducted contraceptive and sterilization projects throughout the United States over the last 30 years. Dr. DeNicola's research interests include ecological approaches to control wildlife damage, control of introduced vertebrate species, and wildlife reproductive control.

Dr. Jason "Jay" R. Boulanger is Head of Research of White Buffalo, Inc. He received his Ph.D. in Wildlife Science from Cornell University, M.S. in Wildlife and Fisheries Sciences from South Dakota State University, and B.S. in Natural Resources from the University of Vermont. His dissertation and post-doctoral research focused on controlling suburban raccoon rabies via a novel bait station and overabundant deer populations via fertility control, respectively. Jay also served as a tenured wildlife professor at the University of North Dakota where he conducted applied research and taught courses on mammalogy, large mammal ecology and management, and human dimensions of wildlife. Jay is a long-standing member of The Wildlife Society and a Certified Wildlife Biologist®.



Licensed Veterinarians

Dr. Nathan Kotschwar, DVM has been an employee of White Buffalo, Inc for 7 years, and has participated in several deer field surgical sterilization projects, including in Ohio, Michigan, and NY. He is licensed to practice veterinary medicine in Nebraska, California, and New Jersey. Nate has worked on the Princeton deer management program as part of the culling operations, so is intimately familiar with the municipality and its overall deer management project (see credentials included as part of the application documents).

Dr. Clayton Hilton, DVM has participated in previous deer field surgical sterilization projects in New York and South Carolina. He is licensed to practice veterinary medicine in Texas, Ohio, and New Jersey.



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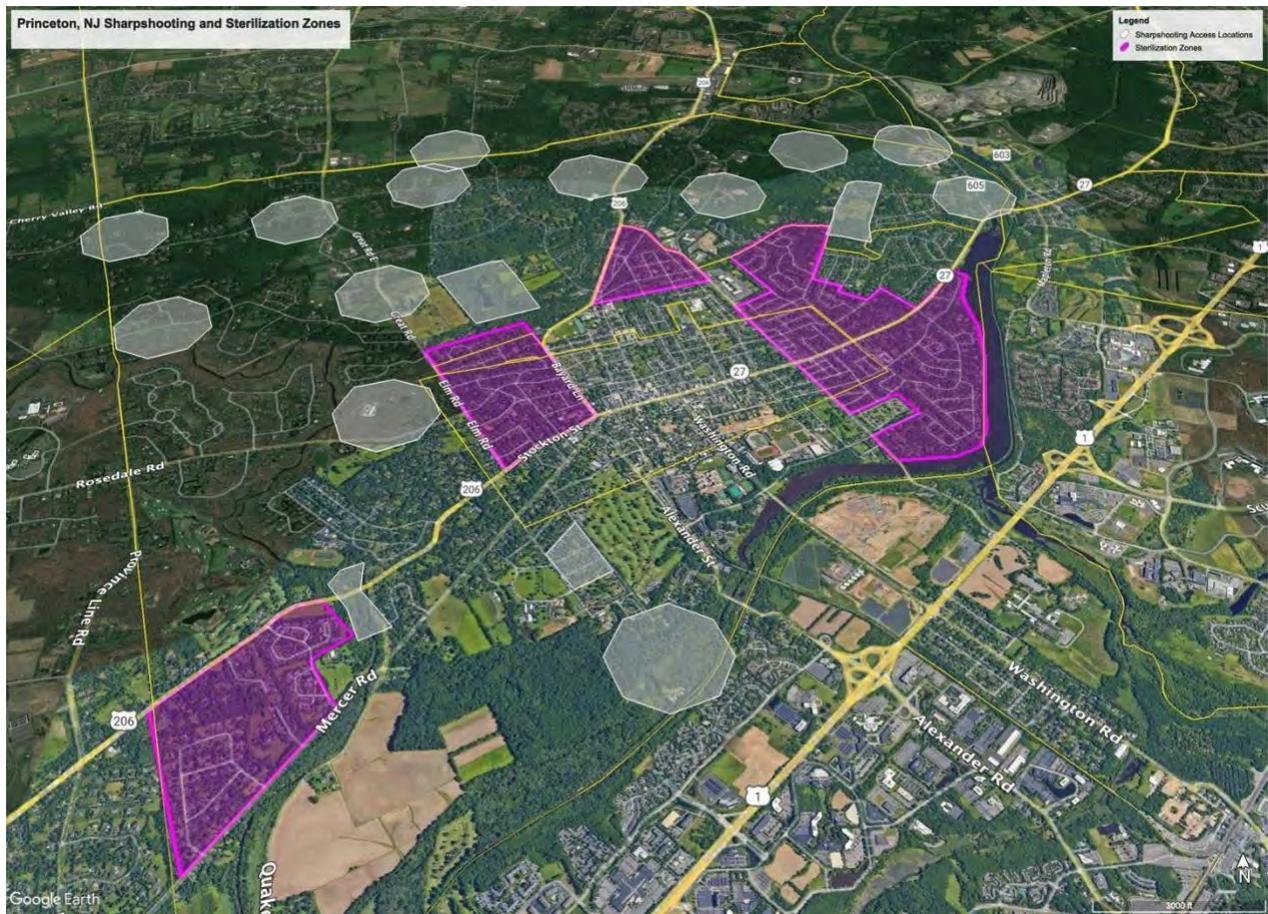


Figure 1. Princeton, New Jersey 2025–2026 proposed sharpshooting and sterilization zones highlighted in white and purple boundaries, respectively.



Figure 2. Previous Distance Sampling Route for Princeton, New Jersey.



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

FISH & WILDLIFE

OFFICE OF THE ASSISTANT COMMISSIONER

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PHILIP D. MURPHY

Governor

TAHESHA L. WAY

Lt. Governor

SHAWN M. LATOURETTE

Commissioner

To: Dawn M. Mount, Municipal Clerk, Princeton

Through: Jim Oxley, NJDEP Fish and Wildlife

From: Jodi Powers, NJDEP Fish and Wildlife

Date: August 12, 2025

Subject: Application for a Permit to Inhibit Wildlife Reproduction

NJDEP Fish & Wildlife (NJFW) is in receipt of Princeton's application for a Permit to Inhibit Wildlife Reproduction (PIWR). NJFW accepts your offer to meet in Princeton; a site visit of the proposed sterilization areas would be very helpful. NJFW wants to remind Princeton that per 7:25-5.32(d)5 and 7:25-5.37, a PIWR is an addition to a Community Based Deer Management Program (CBDMP) permit and cannot be issued alone. NJFW anticipates that Princeton will apply for a CBDMP. In the interim, NJFW has reviewed the PIWR application and is notifying you of several items that require edits, clarifications and/or additional information. Kindly address the following concerns and comments:

Below are items that require revisions for the application to be forwarded to the Fish and Game Council:

- 1) A Community Based Deer Management Program permit requires that written consent from any affected private landowner is obtained if access to private property is required to implement the plan. Please provide any written consent obtained from private property owners and a detailed plan on how consent will be obtained if it has not been secured at the time of application.
- 2) Page 13 of the application states, "Given these significant differences in projectile performance, a safety setback requirement is not warranted." The Fish and Game Council has determined that a 450ft safety buffer is warranted. Future revisions of the application should reflect this requirement.
- 3) Page 5 of the application states, "DVCs in Princeton rose sharply as of July 2024 compared to 2023". Please provide DVC data for that period.
- 4) Page 6 of the application states, "...objective is to sterilize >95% of female deer in accessible areas". Please define the "accessible areas" with reference to the study areas with details on how this would affect study area sterilization rates.

Below are items that would be helpful for NJDEP Fish & Wildlife to present a clear picture to the Fish & Game Council:

- 1) In discussing potential links between fertility control and DVCs, you cite Staten Island as an example. Please provide DVC data from Staten Island, including three years prior to the initiation of the sterilization project up to the most recent available year for our reference. Please include a brief description of the data acquisition process for these years.
- 2) Page 10 of the application states, “darting and euthanasia is another option for deer management, it creates several challenges which preclude consideration for this research proposal. One issue is the need to properly dispose of carcasses, which can be logistically complex”. This option needs to be investigated more thoroughly. Disposal of deer under a CBDMP is determined under 7:25-5.32(b)11 and 7:25-5.32 (d)8. Disposal of a deer that has been darted and euthanized is no more difficult than field dressing and transporting to a butcher.
- 3) We suggest a survey of residents in the research areas. This will give all parties more information and something tangible the Fish and Game Council can consider. The survey answers could also serve as permission if stipulated clearly in the survey. Services like ESRI Survey123 would facilitate a simple digital survey that could automatically map the properties who responded and map specific responses to questions (i.e. all property owners who responded yes for access for darting show as green on the map, etc.).

For example:

- Their address (so the results can be mapped upon receipt)
- Do they support
 - deer management in their neighborhood
 - capture and euthanasia
 - capture, sterilize, and release
- Do they grant permission for White Buffalo to dart from the roadways within 450ft of their properties
- Do they grant permission for White Buffalo to retrieve anesthetized deer from their property





Staff Report

File #: R-25-309

Agenda Date: 9/8/2025

Agenda #: 5.

Resolution of the Mayor and Council Authorizing the Award of a Bid Contract to Dan Swayze & Son, Inc. for North Harrison Street Traffic Striping and Pavement Markings for an Amount Not to Exceed \$132,193.75

WHEREAS, in response to a Notice to Bidders duly advertised pursuant to N.J.S.A. 40A:11-1 et seq. on July 18, 2025, Princeton received and publicly opened one (1) bid for the North Harrison Street Traffic Striping and Pavement Markings bid; and

WHEREAS, Princeton discovered an error in addition in the bid submitted by Dan Swayze & Son, Inc., which was resolved through Princeton's bid tabulation in accordance with the Instructions to Bidders, resulting in the following submission:

1. \$132,193.75 from Dan Swayze & Son, Inc. of Scotch Plains, New Jersey

WHEREAS, department personnel and the Qualified Purchasing Agent have reviewed the bids and determined that the bid submitted by Dan Swayze & Son, Inc. is the lowest responsible and responsive bid; and

WHEREAS, the Certified Financial Officer certifies that Princeton has appropriated sufficient funds for these services in budget account 04-215-24-014-075-322.

NOW, THEREFORE, BE IT RESOLVED by the Council of Princeton, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Council are hereby authorized and directed to enter into an agreement with Dan Swayze & Son, Inc. for North Harrison Street Traffic Striping and Pavement Markings for an amount not to exceed \$132,193.75 in accordance with the specifications, terms, and conditions within the Bid Documents.

2. The Contract and Bid Documents will be kept on file in the Office of the Clerk.



MUNICIPALITY ^{INC} PRINCETON

Department of Infrastructure
& Operations

400 Witherspoon Street

Princeton, NJ 08540

(609) 921-7077

engineering@princetonnj.gov

MEMORANDUM

To: Mayor and Council of Princeton
From: James J. Purcell, PE, *Assistant Municipal Engineer*
Subject: North Harrison Street Road Diet and Bicycle Lanes Installation
Date: September 8, 2025

At its June 9, 2025 meeting, Princeton Council concurred with the recommendation of the Department of Infrastructure and Operations to conduct a pilot project on North Harrison Street between Terhune Road and Clearview Avenue to create bicycle lanes. The pilot project includes the removal of the right lane of vehicular travel in each direction to accommodate buffered bicycle lanes. A detailed description of that pilot project was provided to Council in advance of the June 9th meeting and is attached.

The Engineering Department prepared plans and specifications for the pilot project and solicited bids from qualified pavement striping and marking contractors. We received one bid from Dan Swayze & Sons, Inc. for \$132,193.75. Upon review and evaluation of the bid, the Department of Infrastructure and Operations recommends award to Dan Swayze & Son, Inc.



MUNICIPALITY OF PRINCETON

Department of Infrastructure
& Operations

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Princeton, NJ 08540
(609) 921-7077

engineering@princetonnj.gov

MEMORANDUM

To: Mayor and Council of Princeton
From: James J. Purcell, PE, *Assistant Municipal Engineer*
Subject: North Harrison Street Road Diet and Bicycle Lanes Installation
Date: June 6, 2025

The Department of Infrastructure and Operations seeks Council concurrence at their June 9, 2025 meeting to conduct a pilot project on North Harrison Street between Terhune Road and Clearview Avenue. The pilot project will remove one lane of vehicular travel in each direction to accommodate a buffered bicycle lane.

The road diet recommendation is included in Princeton's Bicycle Master Plan and the Harrison Street Corridor Study, prepared by Michael Baker International Inc. The road diet is one of many recommendations for safety improvements throughout the corridor, including traffic calming measures between Nassau Street and Franklin Avenue; adjustments to traffic signal pedestrian phases at Franklin Avenue and Hamilton Avenue; and roundabouts at Valley Road, Terhune Road, and Bunn Drive.

The permanent road diet would reduce the width of North Harrison Street to a single lane in each direction and bicycle and pedestrian facilities would be vertically separated from the roadway. In the interim, the recommendation from the consultant is to install pilot bike lanes within the roadway in each direction and evaluate their effectiveness before implementing the capital construction of curbing and shared-use paths.

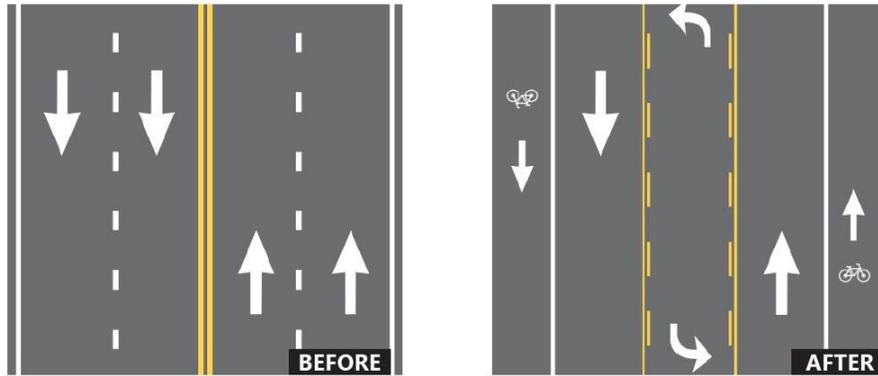
The Federal Highway Administration has identified 28 countermeasures and strategies effective in reducing roadway fatalities and serious injuries and strongly encourages those who are responsible for roadway safety to consider widespread implementation of these countermeasures to accelerate the achievement of safety goals.¹ This Road Diet and Bicycle Lanes Installation implements two of these measures.

A Road Diet (also known as a roadway reconfiguration) "can improve safety, calm traffic, provide better mobility and access for all road users, and enhance overall quality of life."² While a road diet "typically involves converting an existing four-lane undivided roadway to a three-lane roadway consisting of two through lanes and a center two-way left-turn lane,"³ the main focus is to reduce traffic to a single through lane to eliminate the conflict between vehicles passing in the same direction. As noted in the FHWA Proven Safety Countermeasures initiatives, lane reductions are often accompanied by the installation of bike lanes. In the figure below, the center two-way left turn lane represents the area on North Harrison Street that is the center landscaped median. The center median already precludes left turns along this portion of North Harrison Street and is not proposed to be changed – the median openings that exist today will remain for left and u-turns.

¹ USDOT FHWA Proven Safety Countermeasures initiative - <https://highways.dot.gov/safety/proven-safety-countermeasures>

² USDOT FHWA Proven Safety Countermeasures initiative – Road Diets - <https://highways.dot.gov/safety/proven-safety-countermeasures/road-diets-roadway-reconfiguration>

³ USDOT FHWA Proven Safety Countermeasures initiative – Road Diets - <https://highways.dot.gov/safety/proven-safety-countermeasures/road-diets-roadway-reconfiguration>



Before and after example of a Road Diet. Source: FHWA

The installation of bicycle lanes has been proven to be a safety countermeasure by providing separation between motor vehicles and bicycles. “Bicycle Lanes align with the Safe System Approach principle of recognizing human vulnerability—where separating users in space can enhance safety for all road users.”⁴

North Harrison Street in the vicinity of the Princeton Shopping Center has motor vehicle traffic volumes that are similar to those both north and south of the two-lane sections of roadway. Recent analysis performed for the Harrison Street Corridor Study reveals that the number of vehicles per hour at each of the four proximate intersections (Hamilton Avenue, Franklin Avenue, Valley Road, and Terhune Road) are nearly identical. Each of these intersections experiences between 350 and 475 vehicles per hour traveling through or turning right. These intersections all operate at a level of service (LOS) A or B for the Harrison Street movements. This analysis reveals that only one lane in each direction on North Harrison is necessary for through and right-turn movements and that a road diet is an appropriate measure in this area.

In the North Harrison Street road diet pilot project, the bicycle lanes will be delineated using pavement markings and signage, and the motor vehicle lanes will similarly be remarked to indicate through and right turn movements. The following elements will be included in this pilot project:

- Bicycle lane markings in white
- Enhanced bicycle lane markings in white with green background
- Longitudinal lane markings to separate motor vehicles from bicycles, with painted diagonals in a four to five foot buffer zone
- White or green skip markings across residential driveways (in white), commercial driveways and intersections (in green)
- “Bicycle Boxes” – areas painted in green with white bicycle markings at signalized intersections that give left-turning bicycles priority over motor vehicles
- Painted median extensions for pedestrian refuge – these yellow pavement markings will extend from the ends of the physical medians to encompass the crosswalks at the signalized intersections, providing a refuge area for crossing pedestrians
- Shared-use lane markings (“sharrows”) where the bicycle lanes end at the southern end
- The buffered bicycle lane and intersection markings at The Alice on North Harrison Street will also be improved to seamlessly connect with the pilot program installation
- Flexible delineators will be installed where appropriate to direct proper vehicle turning movements
- Signage regarding these features

⁴ USDOT FHWA Proven Safety Countermeasures initiative – Bicycle Lanes - <https://highways.dot.gov/safety/proven-safety-countermeasures/bicycle-lanes>

The following pages provide graphic depictions of these elements and attached is the overall full-size plan. This proposal was presented to the Pedestrian and Bicycle Advisory Committee, Traffic Safety Committee, and Infrastructure & Operations Committee and received favorable approvals from all.

This pilot project will remain in place until a capital improvement project is undertaken to reduce the roadway with and vertically separate the bicycle and pedestrian facilities from the roadway. The judicious use of flexible delineators will also allow for efficient snow removal operations in the winter for the full roadway cross section including the bicycle lanes.

The reconfiguration of North Harrison Street will be evaluated while the pilot bike lanes are in effect. We will monitor the following roadway usage parameters to determine if the bike lanes have proven to be effective. Much of the analysis will rely on feedback from the public, supplemented by the collection of data on traffic volumes, flow, and crash reduction.

- Motor vehicle traffic volume – it is anticipated that the improvements will not result in any increase in traffic volume, but post-development volume will be an important metric to determine implementation of a permanent lane reduction.
- Motor vehicle speed profiles – it is anticipated that speeds will be reduced, since the “passing lane” will be eliminated. Analysis of before and after speeds will inform us whether the road diet is effective in enhancing safety.
- Bicycle traffic volumes – increased usage during the pilot will inform us of next steps in implementing permanent facilities.
- Perceived level of traffic stress (LTS) from bicycle users using a survey and feedback from the motoring public on the perceived impact to their driving habits.

Upon Council approval of the pilot program, the Department of Infrastructure and Operations will solicit bids to install the proposed roadway striping and signage changes. We also ask that Council request that the Pedestrian and Bicycle Advisory Committee provide assistance in promoting and analyzing the success of the pilot program. Their tasks could include preparing promotional materials and letters to the editor to encourage use of the pilot bike lanes, developing educational materials for distribution to the community, and potentially assisting in obtaining bicycle volume counts.

Please let me know if you have any questions or require any further information.

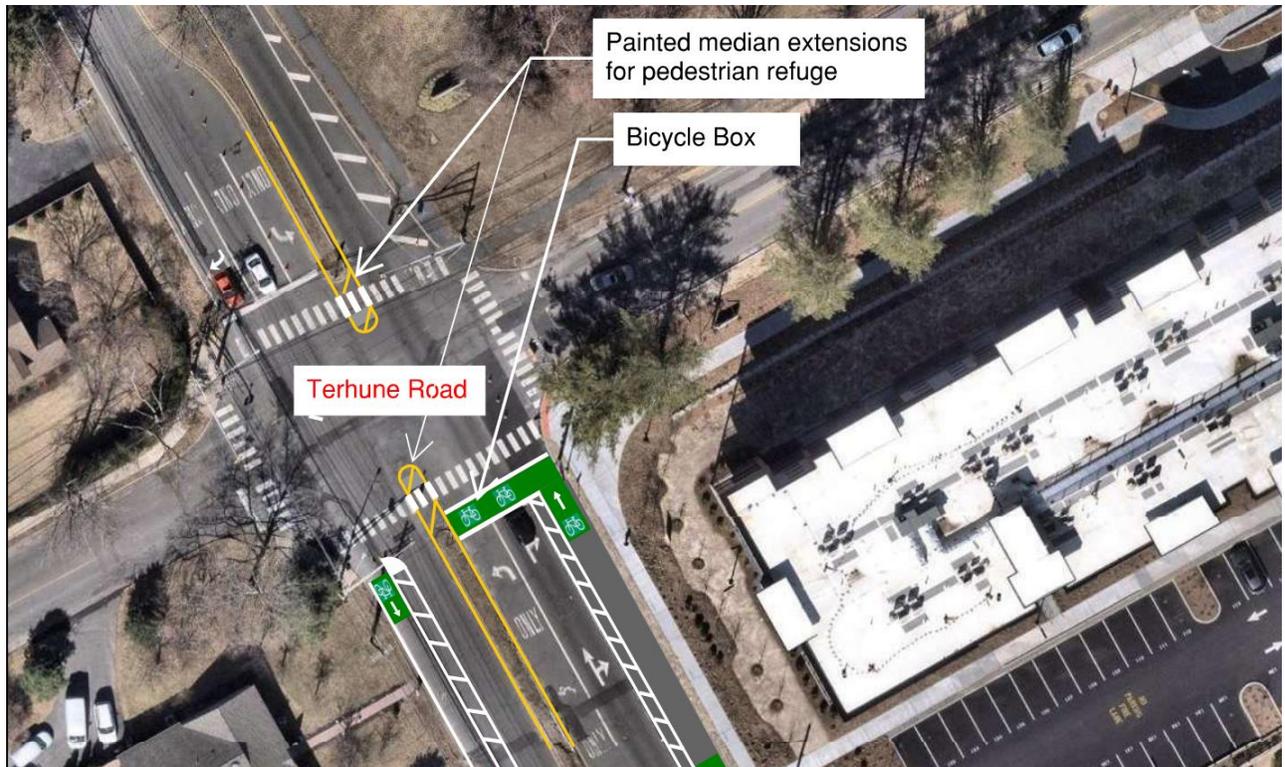


Figure 1 - Terhune Road intersection showing pedestrian refuge and bike boxes for left turns



Figure 2 - Valley Road / PSC intersection showing green skip lines for bicycle crossing a major intersection and enhanced bike lane marking for motorist visibility



Figure 3 - Roadway section showing standard bike lane markings, buffer zone markings, and treatment at minor driveways



Figure 4 - Southern end of bike lanes showing delineators for motor vehicle right turns, transitions from shared lanes to bike lanes, and sharrows for shared lane use.

NORTH HARRISON STREET TRAFFIC STRIPING AND PAVEMENT MARKINGS BID TABULATION

					DAN SWAYZE & SON, INC.	
PAY ITEM NO.	STANDARD ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
1	151006M	PERFORMANCE BOND AND PAYMENT BOND	DOLLAR	1	\$ 6,500.00	\$ 6,500.00
2	610009M	TRAFFIC MARKINGS	SF	4,024	\$ 9.00	\$ 36,216.00
3	610013M	TRAFFIC MARKING LINES, 4"	LF	4,283	\$ 0.75	\$ 3,212.25
4	610014M	TRAFFIC MARKING LINES, 8"	LF	9,843	\$ 1.50	\$ 14,764.50
5	610017M	TRAFFIC MARKING LINES, 24"	LF	245	\$ 4.50	\$ 1,102.50
6	610030M	FLEXIBLE DELINEATOR, GROUND MOUNTED	EA	64	\$ 300.00	\$ 19,200.00
7	610036M	REMOVAL OF TRAFFIC STRIPES	LF	17,000	\$ 0.50	\$ 8,500.00
8	610039M	REMOVAL OF TRAFFIC MARKINGS	SF	350	\$ 2.00	\$ 700.00
9	610060M	TRAFFIC MARKINGS SYMBOLS	SF	874	\$ 9.00	\$ 7,866.00
10	610061M	BIKE LANE MARKING, GREEN	SF	1,840	\$ 10.50	\$ 19,320.00
11	610062M	BIKE BOX MARKING, GREEN	SF	1,125	\$ 10.50	\$ 11,812.50
TOTAL AMOUNT BASE BID					\$	129,193.75
13	166001M	CONTINGENCY, IF AND WHERE DIRECTED	LS	1	\$3,000.00	\$3,000.00
TOTAL AMOUNT BASE BID PLUS CONTINGENCY						\$132,193.75

amount written on bid \$ 133,558.75

addition error

**CONSTRUCTION AGREEMENT
FOR:
NORTH HARRISON STREET TRAFFIC STRIPING AND PAVEMENT MARKINGS**

THIS AGREEMENT, made the 9th day September, 2025, by and between PRINCETON, a municipal corporation of the State of New Jersey, with offices at 400 Witherspoon Street, Princeton, New Jersey, 08540 ("PRINCETON") and Dan Swayze & Son, Inc., with offices at 2351 Waldheim Ave, Scotch Plains, New Jersey 07076 ("CONTRACTOR").

In connection with the CONTRACTOR's bid proposal, dated August 19, 2025, and PRINCETON'S notice of award of same, dated September 9, 2025, PRINCETON and CONTRACTOR hereby agree as follows:

1. Scope of Work

The CONTRACTOR hereby agrees to furnish the services specified in the Contract Documents in accordance with the terms of CONTRACTOR's bid proposal.

2. Time of Completion

A. The work to be performed under this Contract shall be commenced and completed as set forth in the Notice to Proceed to be provided by PRINCETON.

B. Failure to complete the work within the number of calendar days set forth in the Notice to Proceed, including any extension granted thereto as determined by PRINCETON, shall entitle PRINCETON to liquidated damages as set forth in the Contract Documents.

C. It is also agreed that the acceptance of the final payment by the CONTRACTOR shall be considered as a release in full of all claims against PRINCETON arising out of or by reason of performance or non-performance of the CONTRACTOR's obligations under this contract.

3. Contract Sum

Based upon the unit prices and/or lump sum set forth in the bid proposal, the amount of the Contract, subject to adjustments made in accordance with the Contract Documents is one hundred thirty-two thousand, one hundred ninety-three dollars and seventy-five cents (132,193.75)

4. Hold Harmless Agreement

The CONTRACTOR agrees to indemnify, defend and hold harmless PRINCETON, its officers, agents, employees and consultants in accordance with Section 43 of the Instructions to Bidders.

5. Payment to Contractor

In consideration of the CONTRACTOR's agreements set forth herein, PRINCETON hereby agrees to pay the CONTRACTOR for the work, when completed in accordance with the specifications at the unit prices or lump sum prices bid for the respective items, the same payments to be made in accordance with the provisions contained in the Contract Documents.

6. Contract Documents

The Contract Documents as defined in the Instructions to Bidders are incorporated herein and made a part hereof by reference.

7. Affirmative Action Regulations

The CONTRACTOR specifically agrees to comply with the affirmative action requirements set forth in the Instructions to Bidders, which requirements are incorporated herein and made a part hereof by reference.

8. Prevailing Wage Rates

The CONTRACTOR specifically agrees to comply with the Prevailing Wage Rate requirements set forth in Section 10 of the Instructions to Bidders, which requirements are incorporated herein and made part hereof by reference.

9. This agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of PRINCETON.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

PRINCETON

Dawn M. Mount, Clerk

By: _____

Mark Freda, Mayor

ATTEST or WITNESS:

DAN SWAYZE & SON, INC.

By: _____



Staff Report

File #: R-25-310

Agenda Date: 9/8/2025

Agenda #: 6.

Resolution of the Mayor and Council of Princeton Authorizing the Execution of a Development Agreement with PCH Development Corporation for an Affordable Housing Development in Connection with the Municipality's Fourth Round Affordable Housing Plan

WHEREAS, the New Jersey Supreme Court, through its rulings in Southern Burlington County NAACP v. Mount Laurel, 67 N.J. 151 (1975) and Southern Burlington County NAACP 14 v. Mount Laurel, 92 N.J. 158 (1983), has determined that every municipality in New Jersey has a constitutional obligation to provide through its land use regulations a realistic opportunity for its fair share of its region's present and prospective needs for housing for low- and moderate-income families; and

WHEREAS, on March 20, 2024, Governor Murphy signed P.L.2024, c.2. into law, amending the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, *et seq.*, to establish a new framework for determining and enforcing municipalities' affordable housing obligations under the New Jersey Supreme Court's Mount Laurel doctrine and the Act (the "FHA"); and

WHEREAS, in accordance with the FHA and Administrative Directive #14-24 issued by the Administrative Office of the Courts on December 13, 2024 ("Administrative Directive #14-24"), the Township filed a Complaint for Declaratory Judgment entitled *In the Matter of the Application of the Municipality of Princeton in Mercer County*, bearing Docket No. MER-L-1550-15, identifying its fourth round present need and prospective need obligations, committing to timely preparing and adopting a Housing Element and Fair Share Plan ("HEFSP"), implementing ordinances and compliance submissions, and seeking a declaratory judgment granting fourth round compliance certification, including a judgment of compliance and repose pursuant to N.J.S.A. 52:27D-304.1 of the FHA; and

WHEREAS, PCH Development Corporation ("PCH") is a local not-for-profit corporation that has a long history of developing, constructing, facilitating and managing affordable housing opportunities within the Municipality of Princeton ("Princeton"); and

WHEREAS, PCH has expressed an interest in constructing, owning, operating and maintaining additional affordable, income-restricted family rental housing within Princeton to assist Princeton in addressing its Fourth Round (2025-2035) affordable housing obligation; and

WHEREAS, Princeton is the owner of certain real property located at 13 Chestnut Street, designated as Block 30.02, Lots 39.01 and 39.02 on the Princeton Tax Map (the "Property"), which Princeton believes is suitable and appropriate for the provision of low- and moderate-income housing; and

WHEREAS, Princeton is desirous of having PCH construct, develop, own and operate a 16-unit, 100% affordable housing development on the Property (the "Project"); and

WHEREAS, the Township has included the Project in its HEFSP, with the Project assisting Princeton in meeting its Fourth Round affordable housing obligations; and

WHEREAS, N.J.S.A. 52:27D-311.a.(5) and N.J.S.A. 52:27D-325 authorizes a municipality to convey public property for the purposes of creating affordable housing opportunities; and

WHEREAS, N.J.A.C. 5:97-8.7(a) and N.J.A.C. 5:93-8.16 specifies that a municipality may use affordable housing funds for the construction of new affordable housing units, related development costs and for infrastructure directly serving affordable housing developments, for a rehabilitation program, for the acquisition and/or improvement of land to be used for affordable housing, for maintenance and repair of affordable housing units, and for any other activities as specified in an approved spending plan; and

WHEREAS, to enable, facilitate and support the development of the Project, Princeton agrees and commits to provide funding to PCH in the amount of \$325,000.00 for the Project; and

WHEREAS, said funds shall come from the municipal affordable housing trust fund and/or by bonding, and is made expressly contingent upon court-approval of a municipal spending plan amendment that includes and commits the necessary funds for this Project; and

WHEREAS, Princeton wishes to enter into an Agreement with CHA providing for the Project contemplated herein and does wish to commit and expend funds to assist PCH construct and complete the Project. .

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton, County of Mercer, State of New Jersey, on this 8th day of September, 2025, as follows:

1. The preamble to this resolution is hereby incorporated as if fully restated herein.

2. Princeton is hereby authorized to enter into a Development Agreement with PCH Development Corporation (the "Agreement"), providing for (a) the conveyance of municipally owned property located at 13 Chestnut Street, designated as Block 30.02, Lots 39.01 and 39.02 on the Princeton Tax Map, and (b) development of the Property with a 16-unit, 100% affordable housing rental project that will be administered in accordance with the terms and conditions of the FHA, the applicable rules of the Council on Affordable Housing ("COAH"), the Uniform Housing Affordability Controls ("UHAC"), and Princeton's ordinances.

3. Pursuant to the authority granted by N.J.S.A. 52:27D-311.a.(5) and N.J.S.A. 52:27D-325, Princeton is authorized to convey by private sale and conveyance the Property to PCH under the terms and conditions set forth in the Agreement, with such conveyance specifically conditioned upon a contractual guarantee that the Project will remain available to low- and moderate-income households for a period of at least 40 years.

4. Princeton hereby commits the sum of up to Three Hundred Twenty Five Thousand (\$325,000.00) Dollars for the construction of the Project set forth and described herein. Said funds are or shall be available from by the adoption of a necessary funding ordinance and/or the Municipal Affordable Housing Trust Fund pursuant to the Court's approval of a Fourth Round Municipal Affordable Housing Spending Plan as part of Princeton's Mount Laurel Declaratory Judgment action, Docket No. MER-L-1550-15.

5. The Mayor and Municipal Clerk are authorized and directed to sign the Agreement on behalf of the Princeton, a copy of which is on file in the Municipal Clerk's Office, or such other substantially similar agreement, the terms and form of which shall have been reviewed and approved by the Municipal Attorney in consultation with the Mayor and Administrator.

6. The Mayor, Administrator, Clerk, Finance Officer, Attorney, Affordable Housing Planner, and other appropriate officers, employees, staff and professionals are hereby authorized and directed to prepare and execute any and all documents regarding the agreement authorized above and to undertake any and all further acts necessary to accomplish the purposes hereof

7. This Resolution shall take effect immediately.

**AGREEMENT BETWEEN PCH DEVELOPMENT CORPORATION AND
MUNICIPALITY OF PRINCETON FOR DEVELOPMENT OF CHESTNUT STREET
AFFORDABLE HOUSING PROJECT**

THIS AGREEMENT (this “Agreement”), dated as of September ____, 2025 (the “Effective Date”), by and among **PCH DEVELOPMENT CORPORATION**, a New Jersey not-for-profit corporation, with offices at 1000 Herrontown Road, Suite 201, Princeton, New Jersey 08540 (“PCH”) and the **MUNICIPALITY OF PRINCETON** (the “Municipality”), a body corporate and politic of the State of New Jersey, with offices at 400 Witherspoon Street, Princeton, New Jersey 08540. PCH and the Municipality are sometimes referred to singularly as a “Party” or collectively referred to as the “Parties”.

WITNESSETH:

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement is made pursuant to the authority contained in the New Jersey Fair Housing Act (“FHA”) at N.J.S.A. 52:27D-311.a.(5) which permits the “donation or use of municipally owned land or land condemned by the municipality for purposes of providing low and moderate income housing”. In addition, the FHA at N.J.S.A. 52:27D-311.a.(7) and 311.k.(8) permits a municipality to provide very-low, low and moderate-income housing through a municipally-sponsored or one hundred percent (100%) affordable development.

2. PCH is an experienced non-profit developer, owner and manager of affordable housing which currently owns, operates and maintains the following existing affordable developments known as Princeton Community Village, Elm Court, Harriet Bryan House and Griggs Farm in the Municipality.

3. The Municipality has an obligation to provide very low, low and moderate-income housing opportunities within the Municipality and the Municipality has chosen to satisfy that obligation, in part, by entering into the within Agreement with PCH.

4. PCH agrees that it shall:

A. Develop, finance, construct, own, administer and manage up to sixteen (16) units of affordable housing (the “Units”) for and on behalf of the Municipality in satisfaction of a portion of the Municipality’s obligation to provide very-low, low and moderate-income housing (the “Project”).

B. Provide that at least 13% of the Units in the Project shall be reserved as very low-income units (defined as units available for households at or below 30% of the median income for Region 4) and at least 37% of the Units developed in the Project shall be reserved as low-income units (defined as units available for households at or below 50% of median income for Region 4). The remaining balance of Units may be moderate-income units (defined as units available for households at or below 80% of the median income for Region 4) with moderate-income rents set no higher than 60% of median income per N.J.A.C. 5:80-26.4(c), et. seq. The Units shall meet the bedroom distribution provided for in N.J.A.C. 5:80-26.4(e) with each income tier proportionally distributed across each bedroom type.

5. PCH shall apply for, reasonably pursue and obtain preliminary municipal site plan approval for the Project within twelve (12) months of the Effective Date of this Agreement, which may be extended for an additional period upon written agreement between the Parties.

6. PCH shall secure all appropriate funding necessary for the Project, including but not limited to, New Jersey State Affordable Housing Trust Fund Program monies (“AHTF”) as well as County HOME funds, Federal Home Loan Bank funds and PCH equity (collectively,

Project Subsidies”). It is understood by the Parties that the AHTF monies are highly competitive, and the Project may not be awarded the same. If the awarded AHTF and Project Subsidies are not sufficient to finance the Project, it is understood the Municipality will need to make additional contributions to fund any shortfall which will be subject to a negotiated amendment to this Agreement. If the Parties are unable to agree on an amendment or the appropriate funding is not in place for the Project within three (3) years of the Effective Date of this Agreement, this Agreement may be terminated by either Party upon written notice.

7. PCH agrees to comply in all respects with the requirements promulgated by the State of New Jersey Department of Community Affairs (“DCA”) and the State of New Jersey Housing and Mortgage Finance Agency (“HMFA”), their successor agencies, for the development, construction, administration and management of affordable housing units, including, but not limited to, full compliance with the FHA, the requirements set forth in the Uniform Housing Affordability Controls, N.J.S.A. 5:80-26.1, et seq. (“UHAC”) as well as all rules and regulations promulgated by any agency or court that effect the Project so as to permit the Municipality to fulfill its FHA obligations for the Project pursuant to the applicable requirements. PCH shall serve as the administrative agent for the Units in the Project and shall perform the duties and obligations of an administrative agent as set forth in UHAC. PCH shall coordinate its efforts with the Municipality’s affordable housing liaison. Notwithstanding anything to the contrary herein, should PCH be found in default of its obligations as administrative agent, after an opportunity to cure the default, the Municipality shall have the right, subject to DCA approval, to select another administrative agent.

8. The land upon which the Project shall be developed is owned by the Municipality and is known as Block 30.02, Lots 39.01 and 39.02 as designated on the Municipality Tax Map,

consisting of approximately 11,362+/- square feet (0.262+/- acres), commonly known as 13 Chestnut Street, Princeton, New Jersey (the “Property”).

9. In consideration of the services of PCH described herein, the Municipality shall:

A. Provide to PCH a municipal resolution of support from the Mayor and Council to demonstrate to financing sources the Municipality’s commitment to working with PCH to provide the housing opportunities outlined in this Agreement.

B. Convey the Property to PCH for One Dollar (\$1.00) through a bargain and sale deed against grantor’s acts which shall include the requirement that:

(i) the Property be restricted for use as affordable housing for a minimum of forty (40) years (the “Affordability Period”). The Municipality shall have the right to require the extension of controls on the Project for an additional forty (40) year period of control under such terms, conditions and agreement in accordance with UHAC or successor requirements as may be agreed upon by the Parties at that time;

(ii) PCH agrees the deed conveying title shall contain the reverter provisions of N.J.S.A. 40A:12-21. The Municipality’s rights under the reverter provision shall be subject to the mortgage given by PCH and recorded against the Property to finance the construction of the Project and the regulatory encumbrances filed against the Property in connection with such mortgages and that maintain the Property as low and moderate income housing;

(iii) conveyance of the Property is contingent upon PCH receiving necessary financing and approvals for the Project, and the Property shall be not be conveyed until PCH is ready to close on all financing and start construction of the Project; and

(iv) title to the Property shall be good and marketable, with title valid of record, and insurable by a title company of PCH’s choice authorized to do business in the State of New

Jersey. PCH shall not have any affirmative obligation to clear title to the Property or conduct environmental remediation for any actions caused prior to its ownership of the Property.

C. Enter into a separate agreement with PCH pursuant to N.J.S.A. 55:14K-1 et seq. to grant an exemption for real estate taxes to the Project subject to PCH agreeing to make a payment in lieu of taxes in an amount not to exceed 6.28% of project revenues. "Project Revenues" means the total gross rental income of the Project less the cost of utilities furnished by the Project, which shall include the costs of gas, electricity, heating, fuel, water supplied and sewage charges but shall not include any Project or resident rental subsidy contributions received from any federal or state program.

D. Commit to contributing municipal affordable housing trust funds toward any needed structural repairs or latent defects to the existing building on the Property and any needed environmental remediation of the Property up to a maximum amount of \$325,000. Expenditure of trust funds shall be contingent upon the Municipality receiving a compliance certification, judgment of repose or other judgment by a court approving the Municipality's Fourth Round affordable housing plan and spending plan. Notwithstanding the immediately foregoing, in the event unforeseen circumstances occur that impact the financial structure of the Project or increase the cost of the development of the Project, additional municipal housing trust funds may be requested by PCH. Upon such circumstance, the Parties agree to meet and work together to determine the best course of action and revise and/or adjust the Project scope and/or budget to keep the municipal trust fund contribution at or reasonably near the amount set forth above in this Section D.

E. Make available its employees and professional staff in the Municipality's Planning, Zoning Office and Affordable Housing departments to PCH.

F. Reasonably assist PCH in obtaining site plan approval for the Project, including, but not limited to, adopting any necessary zoning ordinance amendments to facilitate the grant of such approvals. The Municipality shall comply with the FHA by not imposing cost-generative conditions or features during the processing, reviewing and adjudicating of all development applications filed by PCH for the Project under this Agreement.

G. Pay for, as an additional municipal financial contribution, or waive, any and all required Municipality fees, including but not limited to, development application fees, inspection fees, open space fees, road opening permit fees, building permit fees, soil, tree removal or tree clearing permit fees or tree replacement fees. This waiver shall not apply to third party professional escrows attributable to any filed development application.

H. Assess water and sewer connection fees to be paid for the Project, at the then current assessed rate based upon the ordinances of the Municipality, which recognize a 50% reduction of such fees for affordable housing units.

10. It is understood and agreed that the value of the Property to be conveyed shall address DCA and HMFA requirements for municipal involvement/contribution for the Project.

11. The Municipality agrees to extend its full and prompt cooperation to execute such funding application documents and adopt any resolution as may be necessary or required upon written request by PCH for submission to HMFA or DCA.

12. Upon request, PCH shall submit to the Municipality each year a copy of all required monitoring reports, records, submissions, etc. pertaining to the Project for the Municipality to satisfy FHA requirements and regulations.

13. The Municipality shall grant PCH and its agents, contractors and subcontractors access to the Property for site due diligence, studies, surveys, inspections, etc. PCH shall have up

to one hundred twenty (120) days from the Effective Date of this Agreement to conduct due diligence on the Property at its sole expense. PCH shall notify the Municipality prior to conducting any invasive (Phase II) environmental testing. PCH shall furnish the Municipality with copies of any reports prepared as part of PCH's due diligence. In the event that PCH and the Municipality review the reports and jointly determine that the Property is not suitable for development of the Project, this Agreement shall terminate, whereupon the Municipality agrees to reimburse PCH for fifty percent (50%) of all reasonable due diligence costs associated with the Project incurred prior to the termination of this Agreement. "Due Diligence Costs" means costs incurred for title searches, surveys, environmental inspections and studies, and building structural inspections and studies. Notwithstanding the immediately foregoing, if PCH determines in its reasonable judgment that the Property is not suitable for development of the Project based on the results of the due diligence studies, PCH shall immediately notify the Municipality in writing and the Parties shall enter into good faith negotiations to resolve the issues and cure any deficiencies to allow the Parties to proceed with the project. Should the Parties not be able to reach agreement, either Party may terminate this Agreement upon written notice to the other Party, whereupon PCH would not be entitled to the 50% reimbursement of its Due Diligence Costs.

14. PCH shall, upon request, permit inspection of the Property and buildings of the Project by duly authorized representatives of the Municipality. The Municipality shall give 24-hour notice to PCH of such a request, if possible, except in the case of an emergency. Any such inspection or examination shall be made during reasonable business hours, in the presence of an officer or agent of PCH.

15. Notice required under this Agreement shall be in writing and served upon the respective Party by (i) certified mail, return receipt requested; (ii) recognized overnight delivery

service with certified proof of receipt; (iii) regular mail and facsimile transmission with proof of transmittal; or (iv) personal service. Notice shall be sent as follows (or to such other address as a Party may designate in writing):

To the Municipality: Municipality of Princeton
Attn: Bernard Hvozdovic Jr., Administrator
400 Witherspoon Street
Princeton, New Jersey 08540
Fax: (609) 688-2031

with a copy to: Kevin Van Hise, Esq.
Mason Griffin & Pierson, PC
101 Poor Farm Road
Princeton, New Jersey 08540
Fax: (609) 683-7978

To PCH: PCH Development Corporation
Attn: Edward Truscelli, Executive Director
1000 Herrontown Road, Suite 201
Princeton, New Jersey 08540
Fax: (609) 924-3827

with a copy to: Thomas M. Letizia, Esq.
Troutman Pepper Locke LLP
301 Carnegie Center, Suite 400
Princeton, New Jersey 08540
Fax: (609) 452-1147

16. Subject to the terms and provisions of this Agreement, PCH agrees that it will not sell or transfer the Project to any corporation, association or entity, unless such corporation, association or entity qualifies to provide affordable housing services pursuant to applicable law. No such transfer may be made without first obtaining the prior written consent of the Municipality, which consent shall not be unreasonably withheld, as long as it is agreed and understood that all obligations to the Municipality under this Agreement are completed to the satisfaction of the Municipality, and unless and until the proposed transferee agrees to assume all of the contractual and other obligations of PCH as are contained in this Agreement. The Municipality hereby

acknowledges, accepts and consents that for the purposes of facilitating Project financing, the Project may be transferred to an ownership entity separate and distinct from PCH. The Municipality further acknowledges, accepts and consents that PCH or any transferee entity may encumber the Property with a mortgage or other customary security agreements with lenders or other institutional mortgages for the purpose of financing the Project. The transfer restriction set forth in this Section 16 shall terminate and be of no effect if the affordability controls on the Project expire and are not further extended in accordance with the terms of this Agreement.

17. This Agreement is hereby executed in anticipation of the Project being accepted by the *Mount Laurel* court for inclusion in the Municipality's Fourth Round affordable housing plan.

18. To the extent that the provisions of this Agreement are intended to bind PCH's successors and assigns, its provisions shall not be merged by reason of any deed transferring title to the Property to PCH or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

19. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto, and their heirs, executors, and administrators.

20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each Party hereto.

21. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey.

22. The “Effective Date” of this Agreement shall be the date the last Party signs this Agreement and said date shall be inserted at the top of the first page.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed,
all as of the date first above written.

ATTEST:

Dawn M. Mount
Municipal Clerk

MUNICIPALITY OF PRINCETON:

By: _____
Mark Freda, Mayor

Date: _____

ATTEST:

Merilyn Rovira, Secretary

PCH DEVELOPMENT CORPORATION

By: _____
James Demetriades, President

Date: _____



Staff Report

File #: R-25-311

Agenda Date: 9/8/2025

Agenda #: 1.

Resolution of Need for the Construction of an Affordable Housing Project on Property Located at 13 Chestnut Street (block 30.02, lots 39.01 and 39.02)

WHEREAS, PCH Development Corporation (“Developer”) proposes to construct a 16-unit, 100% affordable housing project (the “Project”) pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1, *et seq.*) and the rules promulgated thereunder at N.J.A.C. 5:80-1, *et seq.*, and all applicable guidelines promulgated thereto (collectively referred to as the “HMFA Requirements”) within the Municipality of Princeton (the “Municipality” or “Princeton”) on certain lands located at 13 Chestnut Street and designated as Block 30.02, Lots 39.01 and 39.02 on the Princeton Tax Map; and

WHEREAS, the Developer shall finance, develop, construct, operate and manage the Project in accordance with the provisions of the HMFA Requirements; and

WHEREAS, the Project will be subject to the HMFA Requirements and the financing documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (the “Agency”); and

WHEREAS, pursuant to the provisions of the HMFA Requirements, Mayor and Council of Princeton hereby determines that there is a need for this housing project within the Municipality.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton, County of Mercer, State of New Jersey, on this 8th day of September, 2025, as follows:

1. The preamble to this resolution is hereby incorporated as if fully restated herein.
2. Princeton finds and determines that the proposed Project described above meets or will meet in the future an existing affordable housing need within the Municipality.
3. Princeton does hereby adopt this Resolution and makes the determinations and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Requirements to enable the Agency to process the Developer’s application for Agency funding to finance the Project.
4. This Resolution shall take effect immediately.



Staff Report

File #: R-25-312

Agenda Date: 9/8/2025

Agenda #: 8.

Resolution of the Mayor and Council of Princeton, in the County of Mercer, New Jersey, Determining the Form and Other Details of One or More Notes Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank, to be Issued in the Aggregate Principal Amount of up to \$6,300,000, Providing for the Issuance and Sale of Such Notes to the New Jersey Infrastructure Bank and Authorizing the Execution and Delivery of Such Notes by Princeton in Favor of the New Jersey Infrastructure Bank, All Pursuant to the New Jersey Infrastructure Bank Construction Financing Loan Program

WHEREAS, Princeton, in the County of Mercer, New Jersey (the "Local Unit"), has determined that there exists a need within the Local Unit for the sewer rehabilitation of Mini Systems #36 and #36A and all work and costs related thereto (also identified as Project S340656-13, the "Project"), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental infrastructure financing program (the "New Jersey Water Bank") of the New Jersey Infrastructure Bank (the "I-Bank");

WHEREAS, the Local Unit has determined to temporarily finance the undertaking of the Project prior to the closing with respect to the New Jersey Water Bank, and to undertake such temporary financing with the proceeds of a short-term loan (or loans) to be made by the I-Bank (collectively the "Construction Loan") to the Local Unit, pursuant to the Construction Financing Loan Program of the I-Bank (the "Construction Financing Loan Program");

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Loan Program, it is the desire of the Local Unit to issue and sell to the I-Bank one or more of its "Note Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to \$6,300,000 (each, a "Note" and, collectively, the "Notes");

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note or Notes to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), and other applicable law; and

WHEREAS, on June 12, 2023 and April 8, 2024, respectively, the Local Unit adopted Bond Ordinance #2023-17 and Bond Ordinance #2024-17, respectively (the "Local Unit Bond Ordinances") pursuant to the provisions of the Local Bond Law; and

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note or Notes to the I-Bank without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note or Notes to the I-Bank without any public offering, all under the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

Section 1. In accordance with the provisions of the Local Bond Law, N.J.S.A. 58:11B-9 and the Local Unit Bond Ordinances, the Local Unit hereby authorizes the issuance, sale and award of the Notes in accordance with the provisions hereof. The obligations represented by the Notes have been appropriated and authorized by the Local Unit Bond Ordinances, which were finally adopted by the Local Unit at meetings duly called and held on June 13, 2023 and April 8, 2024, respectively, at which time a quorum was present and acted throughout, all in accordance with the Local Bond Law and other applicable law.

Section 2. The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, pursuant to the terms and conditions hereof, (i) the final principal amount of each Note (subject to the aggregate maximum limitation set forth in Section 4(a) hereof) and (ii) the dated date of each Note.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of each Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Local Unit hereby determines that certain terms of each Note shall be as follows:

- (a) the aggregate principal amount of all Notes to be issued shall be an amount not to exceed \$6,300,000;
- (b) the maturity of each Note shall be as determined by the I-Bank;
- (c) the interest rate of each Note shall be as determined by the I-Bank;
- (d) the purchase price for each Note shall be par;
- (e) each Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of each such Note;
- (f) each Note shall be issued in a single denomination and shall be numbered "NJWB - CFP - [Year] -__";
- (g) each Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America;
- (h) each Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk; and
- (i) each Note may be issued in one or more series as may be deemed necessary by Princeton in consultation with the I-Bank.

Section 5. Each Note shall be substantially in the form attached hereto as Exhibit A, together with such additions, deletions and other modifications required by the I-Bank and agreed to by the Local Unit upon consultation with counsel and any advisors to the Local Unit, such determinations being conclusively evidenced by the execution of each such Note by the Authorized Officers (as defined herein).

Section 6. The law firm of McManimon, Scotland and Baumann, LLC is hereby authorized to arrange for the printing of each Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Loan Financing Program, to arrange for same.

Section 7. The Mayor, the Chief Financial Officer and the Local Unit Clerk (each an "Authorized Officer") of the Local Unit are each hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of each Note and the participation of the Local Unit in the Construction Financing Loan Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of each Note and the participation of the Local Unit in the Construction Financing Loan Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to McManimon, Scotland & Baumann, LLC, bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

EXHIBIT A

FORM OF NOTE

**PRINCETON, IN THE
COUNTY OF MERCER, NEW JERSEY**

NOTE

RELATING TO:

**THE WATER BANK CONSTRUCTION FINANCING PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK**

[\$6,300,000]

[Closing Date]

NJWB – CFP – [YEAR]-__

FOR VALUE RECEIVED, PRINCETON, in the County of Mercer, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the "Borrower"), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the "I-Bank"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note"); provided, however, that portions of the Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

"Act" means the "New Jersey Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same has been, and in the future may from time to time be, amended and supplemented.

"Administrative Fee" means the "NJDEP Fee" as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

"Anticipated Financing Program" means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

"Anticipated Long-Term Loan" means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

"Authorized Officer" means any person authorized by the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

"Code" means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

"Cost" or "Costs" means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

"Credit Policy" means the "New Jersey Infrastructure Bank Credit Policy," as adopted by the Board of Directors of the I-Bank and as further amended and supplemented from time to time.

"Environmental Infrastructure Facilities" means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

"Environmental Infrastructure System" means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

"Event of Default" means any occurrence or event specified in Section 6 hereof.

"Financial Plan" means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, and as the same may be amended or supplemented from time to time during such State Fiscal Year, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

"I-Bank Bonds" means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

"Interest" means the interest that shall accrue on a daily basis with respect to Principal to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

"Interest Rate" means the rate of interest as shall be established by an Authorized Officer of the I-Bank in a manner consistent with the terms and provisions of the Financial Plan for each State Fiscal Year.

"Issue Date" means the date of issuance of this Note.

"Loan" means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

"Loan Disbursement Requisition" means the requisition, (in a form to be determined by the I-Bank and the NJDEP.) that shall relate exclusively to the Project (as defined in this Section 1, hereof) and the Costs that are allocable to the Project, which form of requisition shall be executed by an Authorized Officer of the Borrower and shall be submitted, reviewed and approved as provided by the provisions of Section 4 hereof.

"Maturity Date" means the Maturity Date as determined pursuant to clause (i), (ii) or (iii) of this definition, subject to being redetermined pursuant to clause (iv) or (v) of this definition, but subject, in all events, to the rights and remedies of the I-Bank pursuant to the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants and obligations of the Borrower hereunder, including, without limitation and in particular, the covenants and obligations of the Borrower set forth in Section 3 hereof.

(i) If the construction contract relating to the Project has not been certified for funding pursuant to the Act by the date that is the second anniversary of the Issue Date, then the Maturity Date shall be the second anniversary of the Issue Date. If this clause (i) is applicable, then the Maturity Date shall be [●], 20[●], being the second anniversary of the Issue Date.

(ii) If the construction contract relating to the Project has been certified for funding pursuant to the Act prior to the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the Issue Date occurs, which is June 30, 20[●]. In the event that there is more than one construction contract relating to the Project, the determination under this clause (ii) shall be based on the first construction contract that has been certified for funding pursuant to the Act.

(iii) If the construction contract relating to the Project has been certified for funding pursuant to the Act after the Issue Date and on or before the date that is the second anniversary of the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract relating to the Project has been certified for funding pursuant to the Act. In the event that there is more than one construction contract relating to the Project, the determination under this clause (iii) shall be based on the first construction contract that has been certified for funding pursuant to the Act. Thus:

(A) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the same State Fiscal Year as the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be

June 30, 20[●], being June 30 of the third State Fiscal Year following the State Fiscal Year during which the Issue Date occurs.

- (B) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the first State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20[●], being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.
- (C) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the second State Fiscal Year following the State Fiscal Year during which the Issue Date occurs (but on or before the second anniversary of the Issue Date), then the Maturity Date shall be June 30, 20[●], being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(iv) Notwithstanding any of the forgoing, the Maturity Date shall be such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program;

(v) Notwithstanding any of the forgoing, the Maturity Date shall be such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and agreed by an Authorized Officer of the Borrower.

"New Jersey Water Bank" means the joint initiative of the I-Bank and the NJDEP to provide low-cost financing to qualified applicants with respect to water quality projects that are identified in the Act.

"NJDEP" means the New Jersey Department of Environmental Protection.

"Payment Date" means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

"Principal" means the principal amount of the Loan, at any time being the lesser of (i) [Six Million Three Hundred Thousand Dollars (\$[6,300,000])], or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

"Project" means the Environmental Infrastructure Facilities of the Borrower which constitute a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

"Regulations" means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

"State" means the State of New Jersey.

SECTION 2. Representations of the Borrower. The Borrower hereby represents and warrants to the I-Bank, as follows:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors' rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower as of the date hereof).

(e) I-Bank Credit Policy. The Borrower is in full compliance with the applicable requirements of the Credit Policy as in effect on the date hereof.

(f) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and

credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax-exempt bonds"). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any "private business use" within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower's Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation,

Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Exhibits. The Borrower covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached hereto, which are made a part hereof.

(i) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank, or a designee thereof, each such disbursement and the date thereof to be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its I-Bank Bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or

supplemented as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, or a designee thereof, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank or a designee thereof, and maintained in the records of the I-Bank with respect to the Loan; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan for the purpose of funding fifty percent (50%) of the Administrative Fee identified in Exhibit B hereto, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made by the I-Bank on behalf of the Borrower directly to the NJDEP. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees, as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Water Bank Construction Financing Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; and (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition

disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; (iv) the occurrence of an "Event of Default" pursuant to, and as defined in, (1) a loan agreement pursuant to which a long-term loan (that remains outstanding) has been made to the Borrower by either the I-Bank or the NJDEP, or (2) a note obligation (other than this Note) pursuant to which a short-term loan (that remains outstanding) has been made to the Borrower by the I-Bank, and (v) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days, or the Borrower shall generally fail to pay its debts as such debts become due.

SECTION 7. Remedies Upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity

to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the I-Bank's Credit Policy, during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Princeton 400 Witherspoon Street, Princeton, New Jersey 08540, Attention: Chief Financial Officer, and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

**PRINCETON, IN THE
COUNTY OF MERCER, NEW**

JERSEY

[SEAL]

By:_____
Mayor

ATTEST:

By:_____
Clerk

By:_____
Chief Financial Officer



Princeton NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-25-313

Agenda Date: 9/8/2025

Agenda #: 1.

Resolution of the Mayor and Council of Princeton Authorizing the Payment of Bills and Claims

WHEREAS, Chief Financial Officer, Sandra Webb has forwarded the bills and claims received for payment by the Municipality of Princeton for review and approval by the Mayor and Council.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of Princeton approve the attached bill list.

List of Bills - Clearing Claims

Meeting Date: 09/08/2025 For bills from 08/26/2025 to 09/04/2025

Vendor	Description	Payment	Check Total
4444 - BERNARD HVOZDOVIC	PO 47217 Canva Pro Annual Subscription	300.00	300.00
5142 - 21st CENTURY MEDIA	PO 47184 TRI COUNTY RECORD	25.00	25.00
2034 - ALL HANDS FIRE EQUIPMENT, LLC	PO 46552 REX-TOOL - FORCIBLE ENTRY TOOL	1,385.59	
	PO 46552 REX-TOOL - FORCIBLE ENTRY TOOL	31.99	
	PO 46588 CHICAGO STYLE LARGE AREA GROUP SEARCH KI	20.00	
	PO 46588 CHICAGO STYLE LARGE AREA GROUP SEARCH KI	2,809.99	
	PO 46828 GEMTOR LADDER/ESCACPE BELT (SMALL)	31.99	
	PO 46828 GEMTOR LADDER/ESCACPE BELT (SMALL)	1,224.00	5,503.56
5240 - ANEJ SKIN STUDIO LLC	PO 47228 ESCROW REFUND 17-290-20-024-532	963.12	963.12
2630 - APRUZZESE, MCDERMOTT, MASTRO	PO 45381 2025 LABOR COUNSEL - DO NOT INCREASE ABO	6,992.00	6,992.00
57 - AT&T	PO 47231 Telephone - Acct 030 175 6429 001 - Bill	42.71	42.71
5200 - AUTOMATIC ICEMAKER CO.	PO 46970 ICE MAKER - CUBE STYLE - FOR 303 JOHN ST	5,226.00	5,226.00
4048 - B & T TOOLS, INC.	PO 45298 BLANKET TOOLSGARAGE SUPPLIES TV	393.50	393.50
2642 - BEANS, FRED PARTS, INC	PO 45239 BLANKET PARTS TV	630.65	630.65
63 - BISH SALES & SERVICE	PO 45372 BLANKET/SEWER EQUIPMENT AND PARTS	120.94	120.94
5243 - BORNEMAN, JOHN & P. GHASSEM-FACHANDI	PO 47239 REFUND BL-7105 LT-8 FOR DUPLICATE 3RD QT	3,848.02	3,848.02
463 - BRITTON INDUSTRIES, INC.	PO 45375 BLANKET/DPW ROAD MAINTENANCE	2,428.97	2,428.97
1938 - CAMPBELL FOUNDRY CO.	PO 47058 ERS 8 FACEPLATE FOR 48 CURB	24,684.00	24,684.00
4009 - CANON U.S.A., INC.	PO 45479 Blanket - 2025 Canon (A40462/G2075)	269.16	269.16
1710 - CAPITOL FIRE PROTECTION CO	PO 45393 BLANKET/BUILDINGS AND GROUNDS ALARM MAIN	960.00	
	PO 45394 BLANKET/FIRE FACILITIES ALARM MAINTENANC	240.00	1,200.00
4882 - CATHOLIC CHARITIES DIOCESE	PO 45272 RESOLUTION 25-34: BEHAVIORAL HEALTH & CO	4,457.86	4,457.86
3359 - CHAMPION DISPOSAL SERVICES. LLC	PO 45395 BLANKET/TRASH REMOVAL	1,049.52	1,049.52
5231 - CHARLTON THOMPSON	PO 47207 2025 Eyeglass Reimbursement 8/8/2025	145.76	145.76
3775 - CHESTERFIELD GARDENS INC.	PO 45400 BLANKET/OPEN SPACE NURSERY	770.00	770.00
2675 - CHESTERFIELD VETERINARY CLINIC	PO 46982 VETERINARY CARE FOR K-9 ELLIE	56.68	56.68
364 - CINTAS FIRST AID & SAFETY 105	PO 45402 BLANKET/BUILDINGS AND GROUNDS FIRST AIR	2,123.50	
	PO 45406 BLANKET/SPRING STREET GARAGE AND METERS	342.66	
	PO 45584 BLANKET - SUPPLIES	110.19	2,576.35
263 - COMCAST CORPORATION	PO 47214 Comcast - Acct. 8499 05 310 0050723 - Se	122.12	122.12
263 - COMCAST CORPORATION	PO 47264 Comcast - Acct. 8499 05 310 0062793 - Se	65.12	65.12
1872 - CONTES BAR/PIZZA	PO 45609 2025 BLANKET EXPENSE	120.00	120.00
4621 - CORELOGIC COMMERCIAL PAYMENTS	PO 47240 REFUND BL-53.02 LT-23 DUPLICATE 3RD QTR	36,467.33	36,467.33
4604 - COSTELLO'S ACE HARDWARE	PO 45410 BLANKET/BUILDINGS AND GROUNDS SUPPLIES A	278.06	
	PO 45411 BLANKET/SEWER SUPPLIES AND MATERIALS	265.95	
	PO 45414 BLANKET/OPEN SPACE SUPPLIES AND MATERIAL	23.78	
	PO 45417 BLANKET/DPW SUPPLIES AND MATERIALS	127.00	
	PO 45418 BLANKET/DPW TOOLS AND HARDWARE	423.59	
	PO 45531 BLANKET/SUPPLIES	69.93	
	PO 45532 BLANKET/SUPPLIES	604.88	
	PO 45672 2025 BLANKET	14.99	1,808.18
5236 - CREDIT COLLECTION SERVICES	PO 47212 E-Z PASS VIOLATIONS	200.00	200.00
117 - CRESTON HYDRAULICS INC.	PO 45237 BLANKET TV	43.69	43.69
1849 - CUSTOM BANDAG, INC.	PO 45250 BLANKET TIRES TV	625.00	625.00
4988 - DCDA DESIGN SERVICES, LLC	PO 45284 PRINCETON HOME IMPROVEMENT PROGRAM PROJE	1,725.00	1,725.00
4915 - DEPARTMENT OF COMMUNITY AFFAIRS	PO 47054 DCA INSPECTION FEES COLLECTED 2ND QTR. 2	1,220.00	1,220.00
5241 - DIANA GRIEBELL	PO 47235 REFUND BL-7309 LT-18 FOR DUPLICATE 3RD Q	3,317.35	3,317.35
127 - DIV. OF ALCOHOLIC BEVERAGE CONTROL	PO 46993 Maintenance and Preparation of 2025-2026	102.00	102.00
129 - DIVISION OF CRIMINAL JUSTICE	PO 47182 BASIC COURSE FOR POLICE OFFICERS TUITION	2,500.00	2,500.00
1256 - EASTERN ARMORED SERVICES, INC.	PO 45263 RESOLUTION 24-325: 2025 ARMORED CAR SERV	10,128.00	10,128.00
3835 - EASTERN WAREHOUSE DISTRIBUTORS	PO 45233 BLANKET PARTS/OILS TV	1,773.70	1,773.70
148 - FIRE & SAFETY SERVICES, LTD.	PO 45589 BLANKET - SERVICES	433.38	433.38
1786 - FLEET PRIDE	PO 45308 BLANKET PARTS/OILS TV	446.97	446.97
395 - FRENCH & PARELLO ASSOCIATES,PA	PO 42374 RESOLUTION # 2023-357	15,090.00	
	PO 46963 RESOLUTION 25-237 CONSTRUCTION ADMINISTR	6,600.00	21,690.00
1773 - GABRIELLI TRUCK SALES, LTD	PO 45235 BLANKET TV	495.09	495.09
158 - GALLS LLC	PO 45590 BLANKET - UNIFORMS	59.20	59.20
2246 - GENSERVE INC.	PO 45468 BLANKET/BUILDINGS AND GROUNDS	1,095.00	1,095.00
5168 - GRAINGER, MURRAY & RACHEL	PO 47237 REFUND BL-34.01 LT-2.01 FOR DUPLICATE 3R	10,493.73	10,493.73
172 - GREATER MERCER TMA	PO 45985 RESOLUTION 23-402 TRANSPORTATION SERVICE	9,036.00	9,036.00
2098 - GROFF TRACTOR MID ATLANTIC	PO 45234 BLANKET PARTS/SERVICE	1,464.57	1,464.57

List of Bills - Clearing Claims

Meeting Date: 09/08/2025 For bills from 08/26/2025 to 09/04/2025

Vendor	Description	Payment	Check Total
2782 - GROSSER, JEFFREY C.	PO 47205 2025 Eyeglass Reimbursement Target, 7/3	150.00	150.00
177 - HAMILTON TOWNSHIP	PO 46509 RESOLUTION 2025-166 CLINICAL HEALTH SHAR	600.00	600.00
191 - HOME DEPOT/GEFC	PO 45488 BLANKET/BUILDINGS AND GROUNDS SUPPLIES A	126.30	
	PO 45490 BLANKET/BUILDINGS AND GROUNDS HARDWARE A	344.74	
	PO 45492 BLANKET/SEWER	28.44	499.48
3960 - INDUSTRIAL WELDING SUPPLY, INC.	PO 45252 BLANKET WELDING SUPPLY TV	82.48	82.48
4640 - INTERSTATE WASTE SERVICES, INC	PO 45792 RESOLUTION 25-45 SOLID WASTE & BULK WAST	117,719.50	117,719.50
3729 - IPS GROUP INC.	PO 46776 RESOLUTION 25-204 PARKING METER CHARGES	336.44	336.44
207 - J & J STAFFING RESOURCES	PO 47071 PETERS, JOHANNA INV	2,607.00	
	PO 47177 PETERS, JOHANNA - 7/27/25	1,767.00	4,374.00
204 - JEFCO	PO 45502 BLANKET/SEWER SAFETY SUPPLIES	672.80	672.80
9 - JEN ELECTRIC	PO 45984 RESOLUTION 24-256 TRAFFIC SIGNAL MAINTEN	910.00	910.00
1649 - JERSEY ELEVATOR, LLC	PO 45503 BLANKET/BUILDINGS AND GROUNDS MAINTENANC	2,418.13	2,418.13
3831 - JPMONZO MUNICIPAL CONSULTING	PO 47211 ASK NOT WHAT YOUR COUNTY CAN DO FOR YOU,	100.00	100.00
4887 - JUSTIN TRYBA	PO 47204 2025 Eyeglass Reimbursement East Windso	200.00	200.00
4332 - K & A EXCAVATING	PO 45507 BLANKET/DPW CONCRETE	390.00	390.00
988 - K C SERVICE	PO 45314 BLANKET PARTS TV	710.20	710.20
1610 - KUCKER-HANEY PAINT CO.	PO 45576 BLANKET/SUPPLIES/MATERIALS	849.90	849.90
228 - LAWSON PRODCTS, INC	PO 45243 BLANKET PARTS/SUPPLIES TV	234.96	234.96
5242 - LI, WEI & YA ZHOU	PO 47238 REFUND BL-7202 LT-1 FOR DUPLICATE 3RD QT	7,192.50	7,192.50
5033 - LOCALITY MEDIA, INC.	PO 46340 FIRE DEPT. SOFTWARE, NFIRS, PERSONNEL MG	4,100.00	4,100.00
3149 - LOONEY RICKS KISS (LRK) INC.	PO 44415 RESOLUTION 24-237 PSA SIGNAGE ORDINANCE	1,250.00	1,250.00
1581 - LOWE'S	PO 45536 BLANKET/BUILDINGS AND GROUNDS SUPPLIES A	455.68	455.68
4554 - M.L. RUBERTON CONSTRUCTION COMPANY, INC	PO 47181 MERCER ROAD GUARD RAIL REPAIR	18,955.00	18,955.00
1570 - MAJESTIC OIL COMPANY	PO 45551 BLANKET/FUEL	9,375.93	9,375.93
4807 - MARAZITI FALCON, LLP	PO 44853 LEGAL SERVICES - PCRD LITIGATION/RESO 25	4,570.64	4,570.64
1553 - MCCAFFREYS MARKET	PO 45608 PRINCETON HUMAN SERVICES EXPENSES 2025	144.11	
	PO 45724 BLANKET	167.74	
	PO 46549 2025 EXPENSES	554.91	866.76
266 - MCMASTER-CARR	PO 45315 BLANKET PARTS TV	267.44	
	PO 45545 BLANKET/DPW ROAD SUPPLIES	162.64	430.08
1534 - MERCER COUNTY FIRE ACADEMY	PO 45594 BLANKET - TRAINING	675.00	675.00
282 - MERCER COUNTY IMPROV AUTHORITY	PO 45550 Resolution 23-222 thru 2028	52,953.00	52,953.00
289 - MGL PRINTING SOLUTIONS	PO 45834 2025 Printing - Blanket	7,244.00	7,244.00
4714 - MICHAEL BAKER INTERNATIONAL, INC.	PO 44654 RESOLUTION 2024-282 HAMILTON AVE CORRIDO	15,079.59	15,079.59
293 - MID JERSEY MUNICIPAL JOINT INS	PO 47227 Property Insurance on Westminster Proper	142,341.00	142,341.00
4965 - MINDING YOUR MIND	PO 46985 Changing Minds: Stories Over Stigma Prog	300.00	300.00
300 - MODERN GROUP LDT	PO 47202 AERIAL LIFT INSPECTION	1,595.00	1,595.00
823 - MOORHEAD, EVAN	PO 47218 REIMBURSEMENT FOR DEPT ZOOM ACCT (JUNE)	47.97	47.97
4767 - MOTOROLA SOLUTIONS INC	PO 47020 CABLE REMOTE MOUNT 10M	82.58	82.58
4260 - MULLER & BAILLIE, P.C.	PO 40561 BLANKET LEGAL	55.00	
	PO 43177 BLANKET LEGAL CHARGES - 21 WIGGINS LLC -	385.00	
	PO 44719 BLANKET LEGAL SERVICES	1,045.00	
	PO 44893 LEGAL BLANKET	440.00	
	PO 45096 BLANKET LEGAL	110.00	
	PO 45451 BLANKET LEGAL	110.00	
	PO 45564 GENERAL LEGAL SERVICES TO THE PLANNING B	4,664.00	
	PO 46895 BLANKET LEGAL SERVICES	275.00	7,084.00
1489 - NAPA AUTO PARTS	PO 45240 BLANKET PARTS	97.60	97.60
4600 - NASSAU ELECTRIC LLC - PRINCETON	PO 45688 BLANKET/CONTRACTED SERVICES	2,243.14	2,243.14
338 - NC JEFFERSON PLUMBING HEATING & A/C	PO 45687 BLANKET/CONTRACTED PLUMBING SERVICES	690.54	
	PO 46868 RECREATION DEPARTMENT FURNACE REPLACEMEN	12,500.00	13,190.54
1033 - NEW JERSEY AMERICAN WATER	PO 47252 SMOYER PARK ACCT; 1018-210023045148	15,550.19	15,550.19
832 - NEW JERSEY AMERICAN WATER	PO 47259 Water - SOC - Acct 1018-210051252446 - B	477.05	
	PO 47259 Water - SOC - Acct 1018-210051252446 - B	5,001.30	5,478.35
832 - NEW JERSEY AMERICAN WATER	PO 47262 Westminster Properties - Account 1018-21	2,438.76	2,438.76
346 - NEW JERSEY SOCIETY OF MUNICIPAL ENG	PO 47219 NJSME Quarterly Meeting on September 10t	165.00	165.00
343 - NEW JERSEY STATE LEAGUE OF MUNICIPALITIE	PO 47082 2025 NJLM Conference, November 18 - 20,	60.00	60.00
343 - NEW JERSEY STATE LEAGUE OF MUNICIPALITIE	PO 47221 2025 League of Municipalities Conference	120.00	120.00
1032 - NJ AMERICAN WATER	PO 47260 Hydrants Water - Acct 1018-210023720128	38,016.99	38,016.99
1032 - NJ AMERICAN WATER	PO 47261 Water - Hydrants Acct 1018-210023719760	12,276.99	12,276.99
348 - NJ MUNICIPAL MANAGERS ASSOCIATION	PO 47101 2025 NJMMA Fall Conference	400.00	400.00

List of Bills - Clearing Claims

Meeting Date: 09/08/2025 For bills from 08/26/2025 to 09/04/2025

Vendor	Description	Payment	Check Total
1635 - PA MUNICIPAL, INC.	PO 45653 BLANKET/DPW ROAD SIGNS	242.54	242.54
591 - PACKET MEDIA, LLC	PO 45828 2025 Advertising - Blanket	59.18	59.18
4717 - PAULUS, SOKOLOWSKI & SARTOR LLC	PO 46075 CONSTRUCTION ADMINISTRATION - TERHUNE RO	1,289.45	1,289.45
3393 - POLICE AND SHERIFFS PRESS	PO 45832 ID's	80.00	80.00
3064 - PRECISION TIME SYSTEMS, INC.	PO 45882 BLANKET/SPRING STREET GARAGE EQUIPMENT A	3,211.50	3,211.50
5186 - PRIME LUBE INC.	PO 46785 BLANKET OILS/LUBRICANTS/DEF FLUID TV	1,240.00	1,240.00
1277 - PRINCETON SUPPLY CORPORATION	PO 45623 BLANKET/SSG JANITORIAL SUPPLIES	232.40	
	PO 45624 BLANKET/BUILDINGS AND GROUNDS JANITORIAL	760.00	
	PO 45681 BLANKET/SUPPLIES/MATERIALS	96.00	1,088.40
603 - PSE&G CO	PO 47251 MARY MOSS ACCT: 7309555007	1,904.28	1,904.28
445 - PSE&G CO - SUMMARY ACCOUNT	PO 47209 WESTMINSTER - Electric and Gas - Bill Da	12,186.77	12,186.77
445 - PSE&G CO - SUMMARY ACCOUNT	PO 47210 Electric and Gas - Bill Date August 15,	2,568.26	2,568.26
445 - PSE&G CO - SUMMARY ACCOUNT	PO 47213 Electric and Gas - Bill Date July 17, 20	1,175.75	1,175.75
445 - PSE&G CO - SUMMARY ACCOUNT	PO 47241 Electric and Gas - Bill Date August 20,	25.42	25.42
445 - PSE&G CO - SUMMARY ACCOUNT	PO 47265 Electric - Acct 13 013 030 03 - Bill Dat	4,036.13	
	PO 47265 Electric - Acct 13 013 030 03 - Bill Dat	33,480.69	37,516.82
453 - PUMPING SERVICES, INC.	PO 45625 BLANKET/BUILDINGS AND GROUNDS SERVICE AN	5,597.47	5,597.47
4335 - REACH SPORTS MARKETING GROUP CORP	PO 47090 Software for Informational Screens in Mu	1,800.00	1,800.00
1204 - RIGGINS INC.	PO 45626 BLANKET/FUEL	4,201.08	4,201.08
5208 - RUTGERS UNIVERSITY	PO 47075 RUTGERS UNIVERSITY SCREAM THEATER PEFORM	2,700.00	2,700.00
639 - S.A.V.E.	PO 45572 ANIMAL BOARDING SERVICES 1/1/25 - 12/31/	1,805.00	1,805.00
805 - SAVATREE	PO 45627 BLANKET/PLANT HEALTH CARE SERVICES	835.00	835.00
5077 - SHAHIEYM BROWN	PO 47216 LMTI 2025 Chaperone	950.00	950.00
4602 - SPIVEY, DENISE	PO 47254 AYP OUTING REIMBURSEMENT	19.16	19.16
702 - STAPLES BUSINESS ADVANTAGE	PO 47092 Business Cards	146.44	146.44
4571 - STERICYCLE, INC.	PO 45705 BLANKET/2025 RECYCLING EVENTS	456.40	456.40
1211 - SUSTAINABLE PRINCETON	PO 45267 RESOLUTION 25-24: SERVICES RELATED TO SU	9,083.33	9,083.33
2906 - SYNATEK, LP	PO 45640 BLANKET/DPW LANDSCAPING SUPPLIES	1,367.10	1,367.10
3059 - T & M ASSOCIATES	PO 45269 RESOLUTION 25-28: LANDFILL GAS MONITORIN	11,553.93	
	PO 46595 RESOLUTION 25-180 CORRECTIVE MEASURES, P	170.79	11,724.72
1206 - TAMASI, MARIANNE	PO 47266 Retiree - 3rd Quarter Medicare	1,969.65	1,969.65
1782 - TCTA MEMBERSHIP SERVICES	PO 47263 TCTANJ Stay NJ/PAS-1 Webinar fee on 9/19	75.00	75.00
4490 - THE NADER GROUP, LLC	PO 42186 RESOLUTION # 2023-336	12,338.00	12,338.00
4941 - TIGRIS AQUATIC SERVICES, LLC	PO 45739 BLANKET/CONTRACTED SERVICES	1,200.00	1,200.00
5118 - TOPOLOGY NJ, LLC	PO 45953 RESOLUTION 25-67 PLANNING SERVICES FOR W	13,737.50	13,737.50
838 - TRAP ROCK INDUSTRIES, LLC	PO 45649 BLANKET/DPW STONE SUPPLIES	2,717.39	2,717.39
2592 - UNIFIRST CORPORATION	PO 46960 RESOLUTION 25-234 UNIFORMS	2,870.58	
	PO 46960 RESOLUTION 25-234 UNIFORMS	397.11	3,267.69
923 - UNITED PARCEL SERVICE	PO 47258 Acct. 6AF535 - Service Charge - 8/23/25	300.23	300.23
211 - UNITED SITE SERVICES	PO 45327 BLANKET/MISC. RENTAL	109.88	109.88
933 - UNITED STATES GEOLOGICAL SURVEY	PO 47243 JOINT FUNDING AGREEMENT OCTOBER 1 2025 T	1,295.00	1,295.00
20 - VERIZON	PO 47215 Phone - Acct. 250-717-293-0001-43 - Pump	243.96	243.96
20 - VERIZON	PO 47230 Phone - Acct. 357-046-267-0001-33 Bundle	2,561.42	2,561.42
20 - VERIZON	PO 47234 Phone - Acct. 756-981-704-0001-54 - Monu	62.97	62.97
1024 - W.E. TIMMERMAN CO., INC.	PO 45323 BLANKET PARTS/SERVICE TV	14,211.67	14,211.67
2 - WB MASON CO	PO 45601 BLANKET - SUPPLIES (CK09MERCER2023-13)	47.87	
	PO 45664 BLANKET/BUILDINGS AND GROUNDS 2025 OFFIC	1,451.07	
	PO 45673 2025 BLANKET (CK09MERCER2023-13)	268.46	
	PO 45767 BLANKET / OFFICE SUPPLIES 2025 (CK09MERC	92.85	
	PO 45773 2025 EXPENSES (CK09MERCER2023-13)	22.35	
	PO 45791 BLANKET FOR 2025 -ZONING (CK09MERCER2023	64.48	
	PO 46860 Blanket	429.99	2,377.07
1950 - WINDSTREAM	PO 47257 Phone - Acct 215238964 - Invoice Date Au	16,989.45	16,989.45
8 - WITMER ASSOCIATES INC.	PO 46818 FLIR-73701-0101 FLIR K2 160X120 THERMAL	1,864.80	1,864.80
4420 - WOODRUFF, WILLIAM S.	PO 47151 BLANKET 2025	200.00	200.00
3215 - WSP USA INC.	PO 39567 RESOLUTION # 2022-399 / 2023-386 Contrac	1,373.07	1,373.07
1116 - YOUNG, LILIAN	PO 47250 Horizon RX - September 2025	86.40	86.40
3351 - ZONE STRIPING	PO 46503 RESOLUTION 25-160 TRAFFIC STRIPING & PAV	727.25	727.25

TOTAL

842,981.88

List of Bills - Clearing Claims

Meeting Date: 09/08/2025 For bills from 08/26/2025 to 09/04/2025

Vendor Description Payment Check Total

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-105-200	PERSONNEL - OE	820.23			
01-201-20-110-200	MAYOR & COUNCIL OE	187.24			
01-201-20-111-200	ADMINISTRATIVE & EXECUTIVE OE	157,554.27			
01-201-20-120-200	MUNICIPAL CLERK OE	7,550.94			
01-201-20-124-200	ACCESS PRINCETON OE	146.44			
01-201-20-125-200	INFORMATION TECHNOLOGY - OE	1,662.63			
01-201-20-125-233	COMPUTER EXPENSE-SOFTWARE MAINT AND FEES	6,200.00			
01-201-20-155-200	LEGAL SERVICES & COSTS OE	11,562.64			
01-201-21-180-200	REGIONAL PLANNING BD. - TWP - OE	4,664.00			
01-201-21-181-200	SUSTAINABLE PRINCETON	9,083.33			
01-201-21-185-200	ZONING COSTS - OE	64.48			
01-201-23-220-200	EMPLOYEE GROUP INSURANCE OE	2,406.05			
01-201-25-240-200	POLICE OE	2,719.26			
01-201-25-265-200	FIRE OE	1,448.25			
01-201-25-266-200	FIRE HYDRANT SERVICES OE	50,293.98			
01-201-25-267-200	FIRE FACILITIES OE	11,409.01			
01-201-25-268-200	FIRE INSPECTOR OE	59.20			
01-201-26-290-200	ROAD REPAIRS & MAINTENANCE OE	46,114.97			
01-201-26-305-200	GARBAGE & TRASH REMOVAL OE	170,672.50			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	17,687.25			
01-201-26-315-200	VEHICLE MAINT. - ADMIN. OE	6,052.99			
01-201-27-330-200	BOARD OF HEALTH OE	692.85			
01-201-27-331-200	SUZANNE PATTERSON CENTER OE	9,036.00			
01-201-27-340-200	ANIMAL CONTROL OE	200.00			
01-201-27-341-200	SAVE BOARDING COSTS OE	1,805.00			
01-201-27-345-200	HUMAN SERVICES OE	5,063.48			
01-201-28-370-200	JOINT RECREATION BOARD OE	3,293.01			
01-201-28-375-200	PARK MAINTENANCE OE	20,073.70			
01-201-31-430-200	ELECTRICITY & GAS OE	5,652.71			
01-201-31-431-200	NATURAL GAS OE	8,596.84			
01-201-31-435-200	STREET LIGHTING OE	11,468.75			
01-201-31-440-200	TELEPHONE OE	18,472.54			
01-201-31-445-200	WATER OE	3,241.39			
01-201-31-455-200	SEWER FACILITIES OPERATING OE	5,874.10			
01-201-31-460-200	GASOLINE OE	13,577.01			
01-203-21-180-200	(2024) REGIONAL PLANNING BD. - TWP - OE		1,250.00		
01-205-55-900-035	RESERVE FOR TAX OVERPAYMENTS			61,318.93	
01-260-05-100	DUE TO CLEARING/CLAIMS			0.00	679,175.97
01-286-55-900-805	DUE TO STATE (DCA)- LEAD SAFE CERTS			1,200.00	
TOTALS FOR	CURRENT FUND	615,407.04	1,250.00	62,518.93	679,175.97
02-213-44-917-301	RECYCLING GRANT			456.40	
02-213-44-967-301	NATIONAL OPIOID SETTLEMENT			3,650.00	
02-260-05-100	DUE TO CLEARING/CLAIMS			0.00	4,106.40
TOTALS FOR	GRANT FUND	0.00	0.00	4,106.40	4,106.40
04-215-15-007-000-000	Ordinance 2015-7 Various Imprv			1,373.07	
04-215-17-037-000-000	Ordinance 2017-37 Various Capital Imprv			5,226.00	
04-215-21-021-000-000	Ordinance 2021-21 Various Capital Improvements			15,250.38	
04-215-22-018-000-000	Ordinance 2022-18 NJ I-Bank			27,428.00	
04-215-22-019-000-000	Ordinance 2022-19 Various Capital Improvements			12,281.18	
04-215-23-021-000-000	Ordinance 2023-21 Various Capital Improvements			9,483.83	
04-215-24-014-000-000	Ordinance 2024-14 Various Capital Improvements			24,684.00	

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
04-215-24-034-000-000	Ordinance 2024-34 Acq of Westminster			13,737.50	
04-215-25-006-000-000	Ordinance 2025-06 Open Space Improvements			6,600.00	
04-215-25-007-000-000	Ordinance 2025-07 Various Capital Improvements			12,500.00	
04-260-05-100	DUE TO CLEARING/CLAIMS			0.00	128,563.96
TOTALS FOR	GENERAL CAPITAL FUND	0.00	0.00	128,563.96	128,563.96
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05-201-02-007-200	PARKING OE	19,161.29			
05-260-05-100	DUE TO CLEARING/CLAIMS			0.00	19,161.29
TOTALS FOR	PARKING UTILITY OPERATING FUND	19,161.29	0.00	0.00	19,161.29
=====					
12-201-20-125-200	OPEN SPACE - OTHER EXPENSE - PARK MAINT	1,628.78			
12-260-05-100	DUE TO CLEARING/CLAIMS			0.00	1,628.78
TOTALS FOR	OPEN SPACE FUND	1,628.78	0.00	0.00	1,628.78
=====					
17-260-05-100	Due To Claims/Clearing			0.00	3,383.12
17-290-20-000-000	PROFESSIONAL FEES			3,383.12	
TOTALS FOR	ESCROW	0.00	0.00	3,383.12	3,383.12
=====					
21-201-12-110-200	CONSTRUCTION EXPENSES - OE	283.45			
21-260-05-100	DUE TO CLAIMS/CLEARING			0.00	283.45
TOTALS FOR	TRUST FUND	283.45	0.00	0.00	283.45
=====					
40-201-20-105-200	AFFORDABLE HOUSING BOARD OE	6,678.91			
40-260-05-100	DUE TO CLAIMS/CLEARING			0.00	6,678.91
TOTALS FOR	AFFORDABLE HOUSING UTILITY	6,678.91	0.00	0.00	6,678.91
=====					

Total to be paid from Fund 01 CURRENT FUND	679,175.97
Total to be paid from Fund 02 GRANT FUND	4,106.40
Total to be paid from Fund 04 GENERAL CAPITAL FUND	128,563.96
Total to be paid from Fund 05 PARKING UTILITY OPERATING FUND	19,161.29
Total to be paid from Fund 12 OPEN SPACE FUND	1,628.78
Total to be paid from Fund 17 ESCROW	3,383.12
Total to be paid from Fund 21 TRUST FUND	283.45
Total to be paid from Fund 40 AFFORDABLE HOUSING UTILITY	6,678.91
	=====
	842,981.88

Checks Previously Disbursed

827	MERCER COUNTY	PO# 47233	98,496.38	8/27/2025
828	PRINCETON BUSINESS PARTNERSHIP INC	PO# 47232	111,580.50	8/27/2025

			210,076.88	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	210,076.88	679,175.97	889,252.85
Fund 02 GRANT FUND		4,106.40	4,106.40
Fund 04 GENERAL CAPITAL FUND		128,563.96	128,563.96
Fund 05 PARKING UTILITY OPERATING FUND		19,161.29	19,161.29
Fund 12 OPEN SPACE FUND		1,628.78	1,628.78
Fund 17 ESCROW		3,383.12	3,383.12
Fund 21 TRUST FUND		283.45	283.45

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
Fund 40	AFFORDABLE HOUSING UTILITY	6,678.91	6,678.91		
	BILLS LIST TOTALS	210,076.88	842,981.88	1,053,058.76	=====



Staff Report

File #: R-25-314

Agenda Date: 9/8/2025

Agenda #: 2.

Resolution of the Mayor and Council of Princeton Authorizing 2025 3rd Quarter Refunds of \$61,318.93 Overpayments

WHEREAS, it is the desire of the Mayor and Council of Princeton to refund the following properties for the overpayments on the 3rd qtr. 2025

NOW, THEREFORE, BE IT RESOLVED, on this 8th day of September 2025, by the Mayor and Council of Princeton, County of Mercer, State of New Jersey, that the following \$61,318.93 is to hereby be refunded and the Princeton Tax Collector is authorized to adjust her records:

NAME	BLOCK/LOT	LOCATION	AMOUNT
Murray & Rachel Grainger	34.01/2.01	302 Nassau St.	\$ 10,493.73
Li, Wei & Ya Zhou	7202/1	495 Ewing St.	\$ 7,192.50
Griebell, Diana	7309/18	398 Franklin Ave.	\$ 3,317.35
Cotality	53.02/23	12 Sergeant St.	\$ 4,928.38
Cotality	5904/18	798 Kingston Rd.	\$ 4,164.77
Cotality	7601/72	44 Locust Lane	\$ 9,789.63
Cotality	7701/47.02	536 Prospect Ave.	\$ 11,872.11
Cotality	9701/22	11 Wilkinson Way	\$ 3,653.64
Lereta	7105/8	69 Valley Rd.	\$ 3,848.02
Cotality	802/1.1301/C093 Court	93 William Paterson	\$ 2,058.80



MUNICIPALITY OF PRINCETON

Office of Tax Collection

400 Witherspoon St.

Princeton, NJ 08540

(609) 924-1058

ttisdale@princetonnj.gov

MEMORANDUM

To: Mark Freda, *Mayor*
Mia Sacks, *Council President*
Leighton Newlin, *Councilman*
Brian McDonald, *Councilman*
David Cohen, *Councilman*
Leticia Fraga, *Councilwoman*
Michelle Pirone Lambros, *Councilwoman*

From: Tammie Tisdale, *Tax Collector*

Subject: Refund of Overpayments

Date: September 8, 2025

This resolution authorizes the refunds of duplicates for the 3rd quarter 2025 Tax in the amount of \$61,318.93 for the properties listed below due to the fact they're duplicate payments:

Owner Murray & Rachel Grainger and Cotality paid for 302 Nassau St BI-34.01 Lt-2.01 \$10,493.73 Refund to Murray & Rachel Grainger.

Owner Li, Wei & Ya Zhou and Cotality paid for 495 Ewing St. BI-7202 Lt-1 \$7,192.50 Refund to Li, Wei & Ya Zhou.

Griebell, Diana and Cotality paid for 398 Franklin Ave. BI-7309 Lt-18 \$3,317.35 Refund to Griebell, Diana.

Empire Title & Abstract and Cotality paid for 12 Sergeant St. BI-53.02 Lt-23 \$4,928.38 Refund to Cotality.

Suburban Title Examiners and Cotality paid for 798 Kingston Rd. BI-5904 Lt-18 \$4,164.77 Refund to Cotality.

Empire Title & Abstract and Cotality paid for 44 Locust Lane BI-7601 Lt-72 \$9,789.63 Refund to Cotality.

Title Evolution LLC and Cotality paid for 536 Prospect Ave. BI-7701 Lt-47.02 \$11,872.11 Refund to Cotality.

Sureway Property Management and Cotality paid for 11 Wilkinson Way BI-9701 Lt-22 \$3,653.64 Refund to Cotality.

Owner RGB Construction Co. and Cotality paid for 93 William Patterson BI-802 Lt-1.1301 C093 \$2,058.80 Refund to Lereta.



Staff Report

File #: R-25-315

Agenda Date: 9/8/2025

Agenda #: 3.

Resolution of the Mayor and Council of Princeton Approving the Placement Pole Banners on Nassau Street by the Princeton Ballet School, November 15, 2025 to November 29, 2025

WHEREAS, The Princeton Ballet School is planning on announcing the Nutcracker; and

WHEREAS, The Princeton Ballet School has requested permission to install eight pole banners on Nassau Street with the approval of the Office of Community and State Affairs at Princeton University beginning Saturday, November 15, 2025 through Saturday, November 29, 2025; and

WHEREAS, the pole banners will be promptly removed after use as required by Princeton ordinances; and

WHEREAS, in accordance with Princeton Ordinance 14-32 any banner that is removed by Princeton will be held by Princeton for thirty (30) days and then disposed of; and

WHEREAS, in accordance with Princeton Ordinance 14-32 any applicant failing to remove a banner will not be permitted to display any banner for the succeeding two years; and

NOW THEREFORE BE IT RESOLVED that the Mayor and Council hereby approve placement of said pole banners on Nassau Street in accordance with Princeton Ordinances 14-28 to 14-32.