

# MEMORANDUM OF UNDERSTANDING

## BETWEEN COUNTY OF MERCER AND PRINCETON MUNICIPALITY FOR ENGINEERING IMPROVEMENTS; INTERSECTION OF ELM ROAD (CR 604) AND ROSEDALE ROAD (CR 604)

This Memorandum of Understanding (“MOU”), dated the \_\_\_\_\_ day of \_\_\_\_\_ 2026,  
between

**County of Mercer, a body politic of the State of New Jersey, with principal offices located at the McDade Administration Building, 640 S. Broad Street, Trenton, NJ 08650 (“COUNTY”); and**

**Princeton Municipality, a municipal corporation of the State of New Jersey, with principal offices located at 400 Witherspoon St., Princeton, NJ 08540 (“PRINCETON”).**

WHEREAS, County owns the rights-of-way known as Elm Road (CR 604) and Rosedale Road (CR 604) in Princeton municipality; and

WHEREAS, PRINCETON is interested in the establishment of certain engineering improvements at the intersection of Elm Road and Rosedale Road (“the Project”); and

WHEREAS, COUNTY and PRINCETON shall work together on the engineering improvements for the Project as set forth hereinafter;

NOW THEREFORE, in exchange of good and valuable consideration, the parties hereto agree as follows:

### 1. PRINCETON

- a) PRINCETON shall be responsible at its sole cost and expense for any and all costs associated with the preparation of the engineering design, specifications and engineers estimate for the Project, including the retention and payment of New Jersey licensed engineers for the preparation of the design.
- b) COUNTY expressly authorizes PRINCETON, its employees, contractors, officials and representatives to access and enter into COUNTY’S property in and around the subject intersection for the purposes set forth herein.

- c) PRINCETON shall be responsible for ensuring that the engineering design for the Project complies with all applicable NJDOT, MUTCD and AASHTO requirements and specifications.

## 2. COUNTY

- a) COUNTY agrees to be responsible, at its sole cost and expense, for the public bidding, construction and management of the Project, as based upon the engineering design specifications provided by PRINCETON.
- b) COUNTY shall be solely responsible for ensuring all safety measures regarding the Project, including traffic control, are addressed to applicable federal, state and municipal requirements. PRINCETON agrees to assist as needed or required with expediting approvals and inspections that may apply to the Project.

3. The parties agree to meet on a regular basis to review plans and construction schedules so as to ensure all are aware of various timelines and activities involved in the Project.

4. COUNTY shall indemnify, defend and hold harmless PRINCETON, its agents, officers and employees, and their successors and assigns, from and against all liability for any claims, suits, demands, actions or causes of action of any kind and nature arising out of or in connection with the provision of COUNTY'S responsibilities under this MOU, to the extent permitted by law. This provision specifically excludes liability imposed under workers compensation and employment practices insurance. It is the intention of the parties that each party shall be responsible for providing workers compensation benefits to its own employees, and that each party would defend against an employment practice claim brought by its own employees.

5. PRINCETON shall indemnify, defend and hold harmless COUNTY, its agents, officers and employees, and their successors and assigns, from and against all liability for any claims, suits, demands, actions or causes of action of any kind or nature arising out of or in

connection with the provision of PRINCETON'S responsibilities under this MOU, to the extent permitted by law. This provision specifically excludes liability imposed under workers compensation and employment practices insurance. It is the intention of the parties that each party shall be responsible for providing workers compensation benefits to its own employees, and that each party would defend against an employment practice claim brought by its own employees.

6. Each party agrees to name the other as an additional insured party on any insurance policies that it separately maintains. These policies shall include, without limitation, comprehensive general liability, automobile liability, errors and omissions and worker's compensation, with limits and deductibles as mutually agreed upon. Each party shall provide the other with a Certificate of Insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this Agreement.

7. The term of this MOU shall be for three (3) years and can be extended with a written agreement signed by the parties. This MOU may be terminated at any time by a party, with or without cause; however, unless otherwise agreed to by the parties, a termination shall not become effective for a minimum of ninety (90) days following the receipt of the notice of termination by the non-terminating parties.

8. All notices, statements or other documents required by the MOU shall be hand-delivered or mailed to the following designated representatives:

The designated representative for COUNTY is:

County Administrator  
County of Mercer  
640 S. Broad Street  
Trenton, NJ 08650

with a copy to:

County Counsel  
County of Mercer  
640 S. Broad Street  
Trenton, NJ 08650

The designated representative for PRINCETON is:

Business Administrator  
Princeton  
400 Witherspoon St.  
Princeton, NJ 08540

with a copy to:

Trishka Cecil, Esq.  
Mason Griffin & Pearson  
101 Poor Farm Rd.  
Princeton, NJ 08540

9. This MOU contains the parties' complete understanding of the terms of their agreement.

10. This MOU may be amended, supplemented or revised only in writing which has been duly authorized by the parties and signed by the proper authorized representatives thereof.

11. The laws of the State of New Jersey shall govern this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed the day and year aforesaid.

ATTEST:

COUNTY OF MERCER

\_\_\_\_\_  
Gillian Bianchi – Ortiz, Clerk  
Board of County Commissioners

\_\_\_\_\_  
Dan Benson  
County Executive

Dated: \_\_\_\_\_, 2026

ATTEST:

PRINCETON MUNICIPALITY

\_\_\_\_\_  
Dawn M. Mount, Municipal Clerk

\_\_\_\_\_  
Mark Freda, Mayor

Dated: \_\_\_\_\_, 2026