

AGREEMENT AND RELEASE

This Agreement entered into on this _____ day of _____ 2026, by and between Andrew Peloso, owner of 30 Murray Place, Princeton, New Jersey 08540 (“OWNER”) and the Municipality of Princeton, a Municipal Corporation of the State of New Jersey, having its principal offices located at 400 Witherspoon Street, Princeton, New Jersey 08540 (“PRINCETON”).

WITNESS

WHEREAS, in or around 2007/2008, PRINCETON completed a municipal roadway reconstruction project that included construction and subsurface work on Murray Place in Princeton (the “Roadway Project”); and

WHEREAS, as part of the Roadway Project, PRINCETON installed storm pipes in the vicinity of the sewer lateral that provides sanitary service from PRINCETON’s Sanitary Sewer System to 30 Murray Place, Princeton, New Jersey (the “Property”); and

WHEREAS, OWNER, through private consultants/contractors, has completed numerous inspections of the sewer lateral to the Property, and has determined that installation of the storm sewer piping near the sewer lateral to the Property is causing OWNER’s sewer lateral to malfunction; and

WHEREAS, PRINCETON’s Sewer Operations Division within the Department of Infrastructure and Operations has reviewed this matter with OWNER and has determined that it is in the public interest to resolve the matter amicably by installing a new sewer lateral to connect the OWNER’s Property to PRINCETON’S Sanitary Sewer System at PRINCETON’s sole cost and expense; and

WHEREAS, by Resolution _____, Princeton Council authorized the execution of an agreement with OWNER to provide for the completion of the foregoing corrective action.

NOW, THEREFORE, it is agreed by and between PRINCETON and OWNER as follows:

1. The recitals set forth hereinabove are hereby incorporated into this Agreement.
2. This Agreement shall be effective upon both parties' execution of this Agreement.
3. PRINCETON agrees to complete the work necessary to:
 - a. Remove the existing sewer lateral connecting the Property to PRINCETON's Sanitary Sewer System; and
 - b. Replace the sewer lateral to connect the Property to PRINCETON's Sanitary Sewer System (collectively, the "Work").

The limits of the Work are depicted in the Engineering Plan entitled, "30 Murray Place Sanitary Lateral Repair Princeton, New Jersey," by Princeton Engineer Deanna Stockton, P.E., dated April 17, 2026, a copy of which is attached hereto as Exhibit A. The limits of the Work are subject to change if PRINCETON reasonably determines that amendments are necessary to ensure proper performance of the intended Work.

4. The Work shall include the following specific tasks, at PRINCETON's sole cost and expense:
 - a. Use of open excavation and trenching of the existing lateral line and new lateral line;
 - b. Removal of 18 linear feet of existing 4" sewer lateral and replacement with 18 linear feet of 4" SDR 35 PVC pipe;
 - c. Connection of the new sewer lateral to PRINCETON's Sanitary Sewer System and completion of all standard testing and inspections to ensure

proper installation and connection in accordance with applicable construction standards; and

- d. Backfilling and surface restoration of the limits of the Work impacted by the foregoing activities, including restoration of the Property disturbed by the Work to at least its original condition.
5. PRINCETON agrees to notify the OWNER prior to commencement of the Work on the Property. PRINCETON further agrees to complete the Work, once commenced, expeditiously and within a reasonable amount of time; the parties acknowledge that weather and other factors beyond PRINCETON's reasonable control may impact the time of completion.
6. OWNER agrees that, in consideration of the foregoing, OWNER shall cooperate with PRINCETON to enable PRINCETON to complete the Work, which includes providing PRINCETON with sufficient access and use of portions of the Property as necessary to complete the Work.
7. OWNER agrees that, upon installation of the new sewer lateral and completion of the Work herein defined, PRINCETON shall have no further responsibility or obligation to OWNER to complete any further inspections, improvements or work on OWNER's sewer lateral or on the Property. OWNER further acknowledges that he understands the requirements of section 34-25 of the "Code of the Borough of Princeton, New Jersey (1974)," which require, but are not limited to, OWNER's full ownership and responsibility for all capital, operation and maintenance costs and activities necessary for the proper installation, use and abandonment of the sewer lateral.

8. By signing below, OWNER, on his own behalf and on behalf of his successors, beneficiaries and assigns, hereby releases and gives up any and all claims and rights which he may have against PRINCETON or its officers, employees, agents or contractors, for claims resulting from anything which has happened up to now relating to the subject matter of or arising out of the ROADWAY PROJECT. This section 8 shall not be construed as a waiver of OWNER'S rights under this Agreement; both parties shall have the right to enforce the terms of this Agreement.
9. OWNER certifies that he has read the foregoing provisions of this Agreement and Release, that he understands said provisions, that he agrees to be bound by said provisions, and that he has had an opportunity to consult with legal counsel before signing same.

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

Attest:

MUNICIPALITY OF PRINCETON

Dawn Mount, Clerk

By: _____
Mark Freda, Mayor

Witness:

Andrew Peloso, OWNER