



Municipality of Princeton, NJ

Mayor and Council of Princeton

Meeting Agenda

400 Witherspoon St
Princeton, NJ 08540

Tuesday, January 27, 2026

7:00 PM

Main Council Chambers

I. JOIN MEETING - PLEASE CLICK LINK BELOW:

<https://us02web.zoom.us/j/85400064254> <<https://us02web.zoom.us/j/85400064254>
Webinar ID 854 0006 4254

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 Lenni 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. APPROVAL OF MINUTES

1. [**0005**](#) Mayor and Council of Princeton- Regular Meeting- September 23, 2025
2. [**0006**](#) Mayor and Council of Princeton- Closed Session- October 7, 2025

VII. ANNOUNCEMENTS/REPORTS

1. [**0007**](#) Princeton Police Department December 2025 Chief's Monthly Report

VIII. ORDINANCE INTRODUCTION

1. [ORD
26-01](#) An Ordinance of the Municipality of Princeton Amending Chapter B17A Entitled “Land Use and Zoning” of the Municipality of Princeton to Create the Affordable Housing District-10 (AH-10) in Furtherance of the Fair Housing Act (Public Hearing: February 9, 2026)- Roll Call
2. [ORD
26-02](#) An Ordinance of the Municipality of Princeton Amending Ordinance No. 2025-15 Creating the Affordable Housing District-14 (AH-14) of Chapter T10B Entitled “Land Use: of the Municipality of Princeton (Public Hearing: February 9, 2026)- Roll Call
3. [ORD
26-03](#) An Ordinance of the Municipality of Princeton Amending Chapter T10B Entitled “Land Use” of the Municipality of Princeton to Create the Affordable Housing District-15 (AH-15) in Furtherance of the Fair Housing Act (Public Hearing: February 9, 2026)- Roll Call

IX. RESOLUTIONS

1. [R-26-038](#) Resolution of the Mayor and Council of Princeton Authorizing the Award of a Professional Services Agreement to Scarinci Hollenbeck LLC for Environmental Legal and Litigation Services for an Amount Not to Exceed \$150,000.00
2. [R-26-039](#) Resolution of the Mayor and Council of Princeton Authorizing the Award of a Contract with Interstate Waste Services of New Jersey, Inc. for Option #1 Solid Waste and Bulk Waste Collection Utilizing Contractor-Supplied 64-Gallon Carts for the Fourth Year of a Five-Year Term for an Amount Not to Exceed \$1,525,645.00
3. [R-26-040](#) Resolution of the Mayor and Council of Princeton Authorizing the Award of a Professional Services Agreement to KG Law Group, LLC to Serve as Municipal Prosecutor in 2026, for an Amount Not to Exceed \$78,000.00
4. [R-26-041](#) Resolution of the Mayor and Council of Princeton Authorizing the Award of a Professional Services Agreement to the Law Office of Douglas Herring to Serve as the Public Defender for 2026 for an Amount Not to Exceed \$57,500.00
5. [R-26-042](#) Resolution of the Mayor and Council of Princeton Authorizing the Award of a Professional Services Agreement to Princeton Hydro, LLC for Phase III of a Stormwater Utility Feasibility Study for an Amount Not to Exceed \$256,100.00
6. [R-26-043](#) Resolution of the Mayor and Council of Princeton Authorizing the Execution of a Professional Services Agreement for Special Counsel Services in Connection with Pending Litigation with Decotiis, Fitzpatrick, Cole & Giblin, LLP- Not to Exceed \$17,500.00

- 7. [**R-26-044**](#) Resolution of the Mayor and Council of Princeton Authorizing the Purchase of Goods or Services through State of New Jersey Contracts and Cooperative Purchasing in 2026
- 8. [**R-26-045**](#) Resolution of the Mayor and Council of Princeton Authorizing the Execution of an Encroachment Agreement with the Rotary Club of the Princeton Corridor for Installation and Maintenance of Signage in Certain Areas of the Princeton Right of Way on Mercer Road and Great Road
- 9. [**R-26-046**](#) Resolution of the Mayor and Council of Princeton Authorizing the Arts Council of Princeton to Hold an Outdoor Art Market/Street Fair on Saturday, May 2, 2026

X. CONSENT AGENDA

- 1. [**R-26-047**](#) Resolution of the Mayor and Council of Princeton Authorizing the Payment of Bills and Claims
- 2. [**R-26-048**](#) Resolution of the Mayor and Council of Princeton Authorizing the Princeton High School Cross Country-Track & Field Boosters to Hold the Annual Princeton 5K on Saturday, March 21, 2026

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:

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2. Android or iOS device: Click on “raise hand” in the bottom left corner of your screen.
3. Telephone: Press #9

XII. ADJOURNMENT



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: 0005

Agenda Date: 1/27/2026

Agenda #: 1.

Mayor and Council of Princeton- Regular Meeting- September 23, 2025

Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540



Meeting Minutes - Draft

Tuesday, September 23, 2025

7:00 PM

<https://us02web.zoom.us/j/82629881622>
Webinar ID: 826 2988 1622

Main Council Chambers

Mayor and Council of Princeton

I. JOIN MEETING - PLEASE CLICK LINK BELOW:

<https://us02web.zoom.us/j/82629881622>

Webinar ID: 826 2988 1622

Present:

Council Member Brian McDonald, Council Member Michelle Pirone Lambros, Council Member Leticia Fraga, Council Member Leighton Newlin, Mayor Mark Freda, and Municipal Clerk Dawn M. Mount

Absent:

Council Member David Cohen, and Council Member Mia Sacks

II. STATEMENT CONCERNING NOTICE OF MEETING

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III. LAND ACKNOWLEDGEMENT

"We gather today on the land of the Lenni 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"

Councilman Leighton Newlin read the Land Acknowledgement.

IV. ROLL CALL

Also Present: Bernard Hvozdovic, Administrator; Chris Tash, Police Chief; Matthew Solovay, Captain; Deanna Stockton, Deputy Administrator/Municipal Engineer; Jim Purcell, Assistant Municipal Engineer; and Trishka W. Cecil, Municipal Attorney

Present:

Council Member Brian McDonald, Council Member Michelle Pirone Lambros, Council Member Leticia Fraga, Council Member Leighton Newlin, and Mayor Mark Freda

Absent:

Council Member David Cohen, and Council Member Mia Sacks

V. PLEDGE OF ALLEGIANCE

The audience participated in the Pledge of Allegiance.

VI. SWEARING IN CEREMONY-PROBATIONARY POLICE OFFICERS

The Honor Guard entered into the Council Chambers.

Chief Christopher Tash offered welcoming remarks and presented brief biographies of each probationary police officer. Mayor Mark Freda and Council Member Leticia Fraga

administered the oath of office to each officer as family members held the Bible.

VII. APPROVAL OF MINUTES

1. Mayor and Council of Princeton- Regular Meeting- June 9, 2025 7:00 p.m.

RESULT: APPROVED

MOVER: Michelle Pirone Lambros

SECONDER: Leticia Fraga

Aye: Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

Abstain: Council Member McDonald

2. Mayor and Council of Princeton- Closed Session- June 17, 2025 3:30 p.m.

RESULT: APPROVED

MOVER: Michelle Pirone Lambros

SECONDER: Leticia Fraga

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

VIII. ANNOUNCEMENTS/REPORTS

Council Member Brian McDonald announced several upcoming events. On Thursday, September 25, 2025, at the Princeton Public Library, the Princeton Environmental Commission and Sustainable Princeton will co-sponsor a greenhouse tour video screening followed by a discussion panel. On Saturday, greenhouse and garden tours will take place throughout Princeton; interested residents may visit Sustainable Princeton's website to reserve a space, with some availability still remaining. Also scheduled for Saturday are Princeton's Shredfest and the Mercer County Improvement Authority's Hazardous Waste Day at the Dempster Fire School in Hamilton, providing an opportunity for residents to safely dispose of paper and other unwanted items. Finally, next weekend, Sustainable Princeton, the Princeton Environmental Commission, the Shade Tree Commission, and the Municipality will host the planting of Princeton's first microforest at Quarry Park. The planting begins at 10:00 a.m. on October 4, 2025, with a rain date of October 5, 2025. Approximately 100 volunteer slots are available, 75 of which have already been filled, and additional volunteers are needed for two afternoon sessions to assist with planting more than 1,000 trees and shrubs.

Council Member Michelle Pirone Lambros announced that submissions for the kiosk design competition have closed. Applications were received from high school and college students as well as professionals. Winners will be announced shortly.

Council Member Leticia Fraga welcomed Professor Lanceman and his Princeton University freshman class, who were in attendance to observe local government proceedings.

Council Member Leighton Newlin reported that the Historic Preservation Commission has requested Council consideration of plaques to be installed at entrances to Princeton in recognition of the upcoming 250th anniversary of the American Revolution. Applications are being submitted for two official State historical markers.

Mayor Mark Freda announced that the Princeton Fire Department on Witherspoon Street will host an Open House on Sunday, October 5, 2025.

Staff Reports:

There were no additional staff reports or announcements.

1. Chief of Police Monthly Reports - July 2025 and August 2025-Presented by Capt. Solovay

Captain Matthew Solovay presented the July and August 2025 Chief of Police Monthly Reports. He highlighted the success of the annual Community Night Out held on August 5, 2025, and discussed trends showing a decline in speeding summons, noting statewide and nationwide factors contributing to the decrease. Captain Solovay emphasized the Police Department's continued commitment to roadway safety through traffic engineering, education, and enforcement.

IX. PROCLAMATION

1. Proclamation for Younity's 2025 Communities of Light

Mayor Mark Freda read the proclamation honoring Younity's 2025 Communities of Light.

X. ORDINANCE INTRODUCTION

1. An Ordinance by the Municipality of Princeton Regulating Parking and Amending Chapter 19 of the "Code of the Borough of Princeton, New Jersey, 1974" (Public Hearing: October 8, 2025)-Roll Call

RESULT: INTRODUCED ON FIRST READING

MOVED: Brian McDonald

SECONDER: Leighton Newlin

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

XI. RESOLUTIONS

1. Resolution of the Mayor and Council of Princeton Approving Police Promotions for 2025

RESULT: ADOPTED

MOVER: Michelle Pirone Lambros

SECONDER: Leticia Fraga

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

2. Resolution of the Mayor and Council of Princeton Authorizing the Mayor and Clerk to Accept Federal Agreement Modification No. 2 for Rosedale Road (County Route 604) & General Johnson Drive Intersection & Pathway Improvements - Federal Project No. TA-D00S(435) / State Job No.: 6500343 / Agreement No. 2021-DT-DLA-51

RESULT: ADOPTED

MOVER: Brian McDonald

SECONDER: Leticia Fraga

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

3. Resolution of the Mayor and Council of Princeton Authorizing a Professional Service Agreement with NV5 in an Amount Not to Exceed \$620,167.98 for Final Design Services of the Rosedale Road (County Route 604) & General Johnson Road Intersection and Pathway Improvement Project

RESULT: ADOPTED

MOVER: Leighton Newlin

SECONDER: Brian McDonald

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

4. Resolution of the Mayor and Council of Princeton Authorizing the Award of a Bid Contract to Sunset Creations, Inc. for 2025 Fall Tree Planting for an Amount Not to Exceed \$62,845.00

RESULT: ADOPTED

MOVER: Michelle Pirone Lambros

SECONDER: Leighton Newlin

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

5. Resolution of the Mayor and Council of Princeton Authorizing the Award of a Professional Services Agreement to Remington & Vernick Engineers for Services to Create and Update Sanitary Sewer GIS Layers Using Existing Digital Drawing Files and Surveying for an Amount Not to Exceed \$102,330.00

RESULT: ADOPTED
MOVER: Leighton Newlin
SECONDER: Leticia Fraga

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

6. Resolution of the Mayor and Council of Princeton Awarding a Contract for Extraordinary Unspecifiable Services to White Buffalo Inc. for an Amount Not to Exceed \$183,167.90 for Specialized Deer Management Services

RESULT: ADOPTED
MOVER: Brian McDonald
SECONDER: Leighton Newlin

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

7. Resolution of the Mayor and Council of Princeton Awarding a Goods and Services Agreement to White Buffalo Inc. to Conduct a Deer Population Survey for an Amount Not to Exceed \$22,897.60

RESULT: ADOPTED
MOVER: Brian McDonald
SECONDER: Michelle Pirone Lambros

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

8. Resolution of the Mayor and Council of Princeton Authorizing a Rights-of-Way Use Agreement with SQF, LLC

RESULT: ADOPTED
MOVER: Leighton Newlin
SECONDER: Brian McDonald

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

XII. CONSENT AGENDA

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

RESULT: ADOPTED

MOVER: Leticia Fraga

SECONDER: Brian McDonald

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

2. Resolution of the Mayor and Council of Princeton Authorizing a Shared Services Agreement for Health Officer Services between the Township of East Windsor and the Municipality of Princeton

RESULT: ADOPTED

MOVER: Leticia Fraga

SECONDER: Brian McDonald

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

3. Resolution of the Mayor and Council of Princeton Authorizing Adjustments of the Sewer Billing for BLK-7506 LT-3 for the Tax Year 2025 of \$598.40

RESULT: ADOPTED

MOVER: Leticia Fraga

SECONDER: Brian McDonald

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

4. Resolution of the Mayor and Council of Princeton Authorizing the Appointments to Boards, Commissions, and Committees

RESULT: ADOPTED

MOVER: Leticia Fraga

SECONDER: Brian McDonald

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

5. Resolution of the Mayor And Council of Princeton Authorizing Tax Exempt Status For Block-1504 Lot-3 Q0013 In Said Municipality

RESULT: ADOPTED
MOVER: Leticia Fraga
SECONDER: Brian McDonald

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

6. Resolution of the Mayor and Council of Princeton Authorizing Block 7301, Lot 1 Princeton Tax Map to be Added to the Princeton Tax Exemption List

RESULT: ADOPTED
MOVER: Leticia Fraga
SECONDER: Brian McDonald

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

7. Resolution of the Mayor and Council of Princeton Authorizing Release of a Performance Guarantee in the Amount of \$10,669.20 to RB Homes, Inc. for the Lincoln Court Major Site Plan, Block 27.01, Lots 17, 22, 23, and 70, Zones CB B and R4 B

RESULT: ADOPTED
MOVER: Leticia Fraga
SECONDER: Brian McDonald

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

8. Resolution of the Mayor and Council of Princeton Approving the Placement of a Banner Over Washington Road by Princeton University Concerts announcing their 2025 Fall Family Concerts, Monday, October 6th, 2025 and taken down on Monday, October 13th, 2025

RESULT: ADOPTED
MOVER: Leticia Fraga
SECONDER: Brian McDonald

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

9. Resolution of the Mayor and Council of Princeton Approving the Placement of a Banner Over Washington Road by Princeton University Concerts Announcing their 2026 Spring Family Concerts, Monday, March 2nd, 2026 and taken down on Monday, March 9th, 2026

RESULT: ADOPTED

MOVER: Leticia Fraga

SECONDER: Brian McDonald

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

10. Resolution of the Mayor and Council of Princeton Approving the Extension of the Placement of Pole Banners on University Place by McCarter Theater from September 9th, 2025 to September 30th, 2026

RESULT: ADOPTED

MOVER: Leticia Fraga

SECONDER: Brian McDonald

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

11. Resolution of the Mayor and Council of Princeton Authorizing the Arts Council of Princeton to Hold their Annual Hometown Halloween Parade on Friday, October 24, 2025

RESULT: ADOPTED

MOVER: Leticia Fraga

SECONDER: Brian McDonald

Aye: Council Member McDonald, Council Member Pirone Lambros, Council Member Fraga, and Council Member Newlin

Absent: Council Member Cohen, and Council Member Sacks

XIII. 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.

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Mayor Mark Freda opened public comment for items not on the agenda, first to those attending the meeting in person then to those via "Zoom". Seeing no one, Mayor Freda closed public comment.

XIV. ADJOURNMENT

A motion to adjourn at 7:37 p.m. was made by Councilman Brian McDonald, seconded by Councilwoman Leticia Fraga, and carried unanimously by all members present.

Respectfully submitted,

Dawn M. Mount
Municipal Clerk



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: 0006

Agenda Date: 1/27/2026

Agenda #: 2.

Mayor and Council of Princeton- Closed Session- October 7, 2025

Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540



Meeting Minutes - Draft

Tuesday, October 7, 2025

1:00 PM

Virtual Meeting

Mayor and Council Closed Session

I. STATEMENT CONCERNING NOTICE OF MEETING

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II. ROLL CALL

Also Present: Bernard Hvozdovic, Administrator; Jeff Grosser, Deputy Administrator/Director of Health; Deanna Stockton, Deputy Administrator/Municipal Engineer; Trishka W. Cecil, Municipal Attorney; Patrick Carrigg, Esq., Lenox Law Firm; and Robert Merryman, Esq., Apruzzese, Mcdermott, Mastro & Murphy

Present	David Cohen, Leticia Fraga, Mark Freda, Brian McDonald, Leighton Newlin, Michelle Pirone Lambros (arrived 1:05 p.m., and Mia Sacks
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III. CLOSED SESSION**1. Resolution of the Mayor and Council of Princeton to Enter Closed Session (Open Public Meetings Act Sec.3)**

RESULT: ADOPTED
MOVED: Leticia Fraga
SECONDER: David Cohen

Aye: Cohen, Fraga, McDonald, Newlin, and Sacks

Absent: Pirone Lambros

- A Matter of Litigation - Estate of Jodi Marcou

Patrick Carrigg, Esq. of Lenox Law Firm, provided Council with an update on the status of the litigation concerning the Estate of Jodi Marcou. Council members asked questions and engaged in a discussion.

Mr. Carrigg left the meeting at 1:42 p.m., and Mayor Mark Freda joined the meeting 1:43 p.m.

- Princeton Mobile Food Pantry Lease

Councilwoman Letitica Fraga led a discussion regarding the status of the Princeton Mobile Food Pantry's lease and sought direction from Council on how they wanted to proceed. Council discussed the available options.

- Matters Falling under Attorney - Client Privilege - Professional Appointments for 2026

Bernard Hvozdovic, Administrator, advised Council of several professional appointments that will need to be made for the upcoming year and sought guidance on how they wished to proceed. Council discussed its options.

- Matters Falling under Attorney - Client Privilege - Boards, Commissions, & Committees (BCC's)

Councilman Brian McDonald presented potential candidates to fill vacancies on the Flood and Stormwater Committee. Council reviewed and discussed the candidates.

Councilwoman Michelle Pirone Lambros, Jeff Grosser, Deputy Administrator/Director of Health, and Deanna Stockton, Deputy Administrator/Municipal Engineer, left the meeting at 2:05 p.m.

Robert Merryman, Esq., of Apruzzese, McDermott, Mastro & Murphy, joined the meeting at 2:06 p.m.

- Contract Negotiations - PBA

Mr. Merryman provided Council with an update on the status of the PBA negotiations and reviewed outstanding issues still requiring resolution. He requested guidance on how they wanted to move forward, and Council engaged in discussion.

Mr. Merryman left the meeting at 2:49 p.m.

IV. ADJOURNMENT

A motion to close the Closed Session portion to return to Open Session was made by Councilman David Cohen, seconded by Councilman Leighton Newlin, and carried unanimously by all members present. Then a motion to adjourn at 2:49 p.m. was made by Councilman David Cohen, seconded by Councilman Leighton Newlin, and carried unanimously by all members present.

Respectfully submitted,

Dawn M. Mount
Municipal Clerk



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

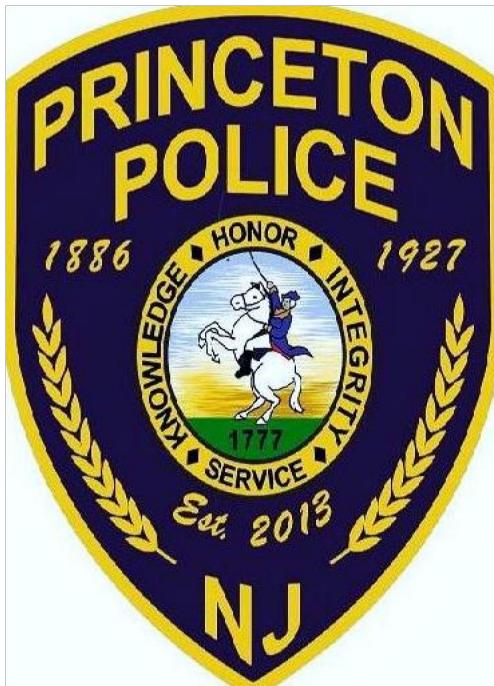
File #: 0007

Agenda Date: 1/27/2026

Agenda #: 1.

Princeton Police Department December 2025 Chief's Monthly Report

PRINCETON POLICE DEPARTMENT CHIEF'S MONTHLY REPORT



**DECEMBER
2025**

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Community Relations Bureau Monthly Report

December 2025

Activities to Note:

- ❖ Sgt. Navas installed two child safety seats for two Princeton residents.
- ❖ Sgt. Navas helped a resident with the Operation Blue Angel program.
- ❖ Sgt. Navas and the Greater TMA hosted a two-day Bike Safety presentation for the entire Princeton Middle School.
- ❖ Sgt. Navas attended the Menorah Lighting hosted on Palmer Square.
- ❖ Sgt. Navas escorted members of the Chabad Lubavitch of Princeton with their annual Menorah parade.
- ❖ Sgt. Navas conducted a presentation at 1 Monument Drive with High School teens in our community. We discussed topics such as marijuana use, vaping, underage drinking, and the laws that apply to these issues. Additionally, I spoke about Good Samaritan Law and emphasized the Princeton Police's commitment to youth in our community.

Princeton Police Department

Detective Bureau

Monthly Report –December 2025

Cases Assigned This Month	Open Investigations	Cases Closed This Month
17	11	6

Juvenile Report

Juvenile Petition	Station House Adjustment	Curb Side Warnings
2	0	0

Background Investigations

Solicitor	Firearms	PFARS	PSCO	Megan's Law Registrations
0	1	0	0	1

Comparison

- Dec. 2025: 17 cases assigned Dec. 2024: 14 cases assigned
- YTD 2025: 489 cases assigned YTD: 2024: 513 cases assigned

Firearms

- Dec. 2025: 1 Dec. 2024: 4
- Total YTD 2025: 82 Total YTD 2024: 90
- Carry Permit Dec. 2025: 1 Carry Permit Dec. 2024: 1
- Carry Permit Total YTD 2025: 12 Carry Permit Total YTD 2024: 11
- 1 Background Investigation completed for an OEM Intern applicant

ARRESTS

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>
<u>2025</u>	12	11	10	11	14	11	20	11	15	24	14	13	166
<u>2024</u>	15	14	14	12	11	15	11	15	14	13	14	12	160
<u>2023</u>	11	11	16	16	13	15	17	17	8	8	9	9	150
<u>2022</u>	16	7	19	9	17	15	11	12	10	15	11	10	152
<u>2021</u>	5	9	4	4	4	6	8	11	11	11	17	10	100
<u>2020</u>	49	38	11	7	6	8	13	7	1	8	10	1	159
<u>2019</u>	33	20	35	33	25	26	32	30	33	30	27	30	354

POLICE CALLS FOR SERVICE

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>
<u>2025</u>	2,971	3,135	3,116	3,688	3,401	3,311	3,285	3,130	3,302	3,182	3,114	3,228	38,863
<u>2024</u>	3,410	3,153	3,355	3,986	4,310	3,785	3,413	3,385	3,349	3,438	2,945	2,777	41,306
<u>2023</u>	3,116	2,989	3,011	2,925	3,335	2,897	2,617	2,737	2,899	2,969	2,700	2,655	34,850
<u>2022</u>	2,696	2,709	3,029	3,069	3,197	3,186	2,710	2,612	2,999	3,399	2,914	2,768	35,288
<u>2021</u>	1,772	1,760	2,193	2,301	2,582	2,569	2,658	2,865	3,048	3,133	2,770	2,494	30,145
<u>2020</u>	4,163	4,388	2,627	1,753	1,773	2,063	2,229	2,358	2,059	2,502	1,971	1,870	29,756
<u>2019</u>	3,163	3,361	3,849	3,507	3,808	3,749	3,496	3,482	3,378	3,988	3,455	3,045	41,632

DECEMBER OFFENSES

	<u>December</u> <u>2019</u>	<u>December</u> <u>2020</u>	<u>December</u> <u>2021</u>	<u>December</u> <u>2022</u>	<u>December</u> <u>2023</u>	<u>December</u> <u>2024</u>	<u>December</u> <u>2025</u>	<u>YTD</u> <u>2025</u>
Assault/Aggravated	0	0	1	0	1	0	2	14
Assault/Simple	3	2	1	2	3	4	3	36
Burglary	0	5	3	1	1	5	1	17
Burglary to Vehicle	0	6	1	2	0	5	3	18
Criminal Mischief	4	3	11	5	8	15	3	86
CDS Possession – Marijuana	6	0	0	0	0	0	1	3
CDS Possession – Heroin	0	0	0	0	0	0	0	2
DUI	11	1	7	3	2	2	5	44
Robbery	0	0	0	1	0	0	0	3
Sexual Assault	3	0	0	0	0	1	0	3
Theft	18	8	8	13	11	15	12	137
TOTAL	45	25	32	27	26	47	30	363

DECEMBER NON-CRIMINAL INCIDENTS

NON-CRIMINAL INCIDENTS	December 2019	December 2020	December 2021	December 2022	December 2023	December 2024	December 2025	YTD 2025
Alarms Auto	1	0	0	0	2	0	1	3
Alarms Burglar	1	2	6	0	0	0	0	3
Alarms Commercial Burglar	31	17	18	13	23	13	23	246
Alarms Commercial Fire	22	17	19	38	23	27	28	351
Alarms Fire	3	3	6	5	3	2	3	14
Alarms Medical	8	10	14	6	9	11	10	145
Alarms Other	5	4	4	5	1	6	5	63
Alarms Panic	3	7	5	5	4	4	4	44
Alarms Residential Burglar	57	34	43	64	47	38	35	439
Alarms Residential Fire	8	14	7	12	16	19	21	250
Animal Complaints	22	26	17	17	24	14	21	254
Emotionally Disturbed Person	6	12	22	25	13	17	13	188
Fire (Other) Gas, Odor of Smoke	4	6	11	10	16	17	17	175
Fire Commercial	1	0	2	1	0	0	1	6
Fire Dwelling	1	0	0	1	2	0	0	6
Fire Vehicle	0	1	3	0	0	0	1	9
Firearms Applicant	3	22	12	2	7	5	1	79
Foot Patrol	58	39	75	45	28	26	77	962
Medical Call	210	127	166	189	201	173	207	2272
Missing Person	2	2	2	2	7	4	1	33
Motor Vehicle Stop	757	11	174	321	297	357	467	5432
MVC Involving Injury	15	6	7	10	4	9	7	93
MVC No Injury	66	37	44	38	50	61	55	618
MVC No Report	8	1	5	7	10	3	7	94
MVC With Bicycle	3	0	0	0	2	2	1	13
MVC With Deer	4	5	2	1	6	3	3	29
MVC With Pedestrian	1	0	1	4	0	3	4	22
Noise Complaint	9	16	19	16	28	9	13	202
School Crossing	98	82	178	210	25	25	9	151
School Detail	32	0	12	12	19	19	29	385
Urinating in Public	2	0	0	0	0	0	0	6
Non-Criminal – TOTAL	1441	501	874	1059	867	867	1064	12,587

DECEMBER SUMMONSES

SUMMONS TYPE	December 2019	December 2020	December 2021	December 2022	December 2023	December 2024	December 2025	YTD 2025
All Other (ordinances/moving)	209	47	50	69	57	103	81	1199
Careless Driving	42	20	31	26	22	25	29	356
Cell Phone	5	0	1	3	2	2	1	60
Driving While Intoxicated	11	1	7	3	2	2	5	44
Driving While Suspended	30	3	9	10	2	6	10	133
Failure to Exhibit Documents	18	0	4	12	7	5	6	84
Failure to Inspect	20	0	0	7	3	9	6	98
Failure to Wear Seatbelt	5	2	0	2	1	3	1	20
Failure to Yield to Pedestrian in Crosswalk	5	0	1	2	0	2	1	26
Maintenance of Lamps	19	0	0	0	2	4	2	53
Speeding	106	2	32	43	25	27	14	304
Uninsured Motorist	3	0	1	7	2	1	2	57
Unlicensed Driver	13	2	4	7	3	4	4	79
Unregistered Vehicle	55	2	9	26	19	22	27	420
Total Summons	541	79	149	217	147	215	189	2933

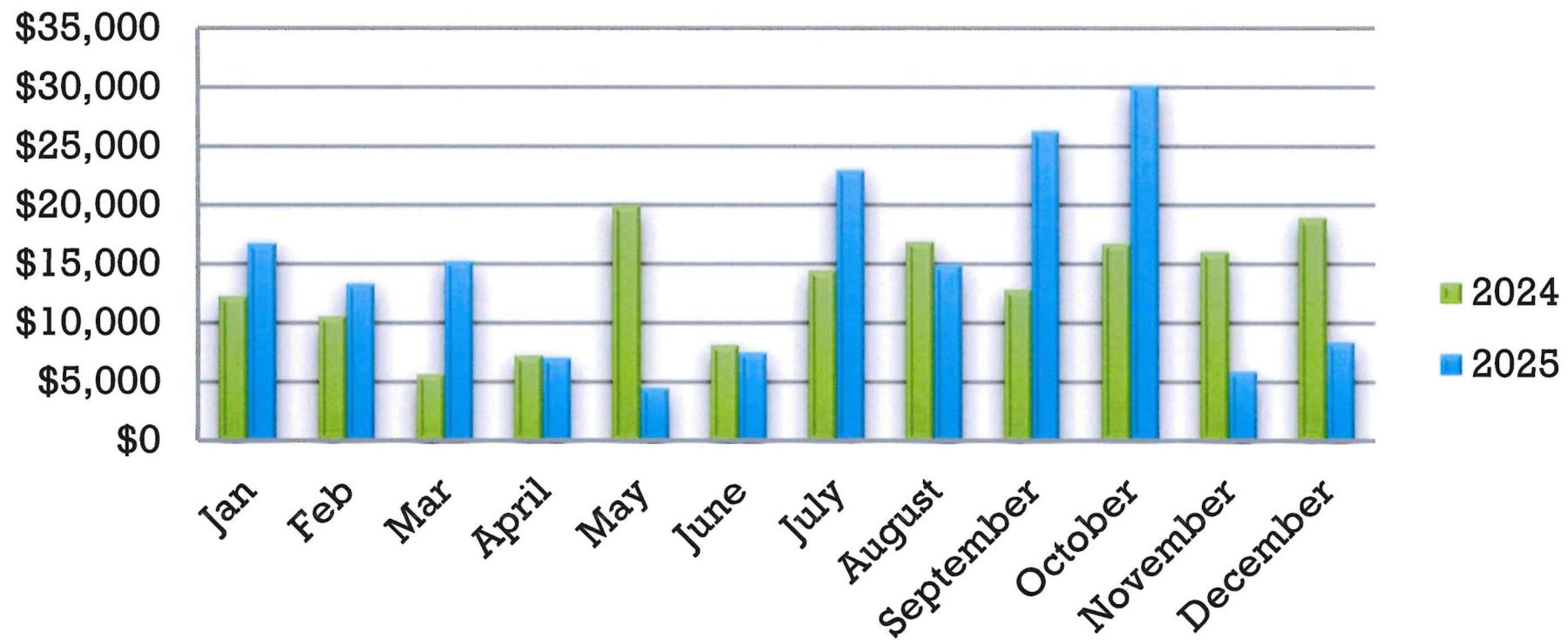
DECEMBER PARKING VIOLATIONS

PARKING ORDINANCE	December 2019	December 2020	December 2021	December 2022	December 2023	December 2024	December 2025	YTD 2025
Bus Zone	2	0	1	1	0	1	0	10
Loading Zone	96	43	40	55	44	105	138	1151
Parking Within Designated Parking Stalls	8	7	7	13	17	17	16	292
No Parking Zones/Anytime	41	12	21	48	22	104	58	989
Park Between 2AM & 6AM 1hr Limit	146	0	0	0	146	140	119	1020
Parking Limit 2 hrs Between 8AM & 6PM	27	0	20	44	15	5	19	400
Park Between 2AM & 6AM in Municipal Yard	0	0	1	3	0	0	0	29
Meters	1303	641	1414	741	765	1154	808	15,158
Meter Feeding	0	0	9	8	0	0	0	0
Parking in Handicap Space	0	0	0	0	5	2	1	32
All Others	54	5	58	36	90	108	73	1478
Total - Parking Violations	1677	708	1571	949	1104	1636	1232	20,559

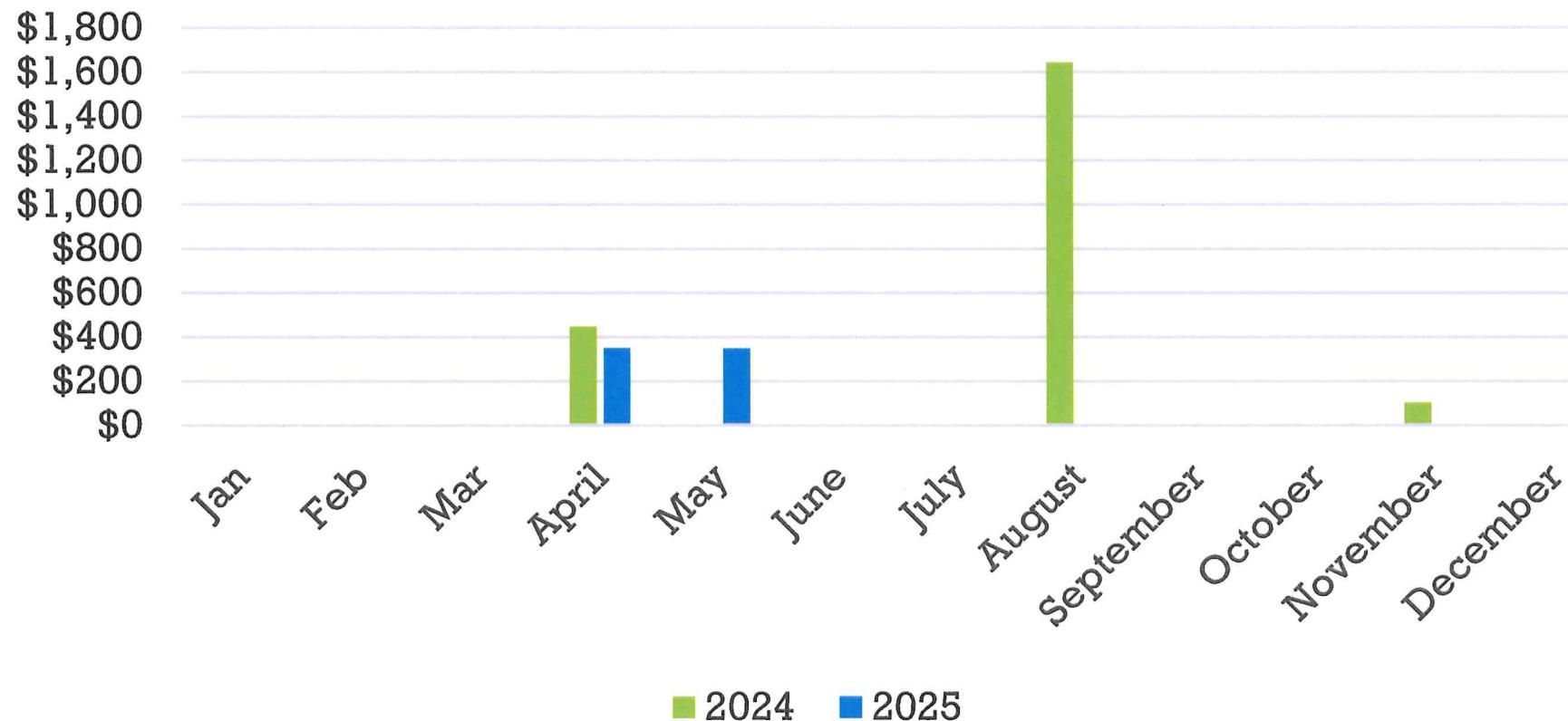
DECEMBER ORDINANCE VIOLATIONS

<u>ORDINANCE VIOLATION</u>	<u>December 2019</u>	<u>December 2020</u>	<u>December 2021</u>	<u>December 2022</u>	<u>December 2023</u>	<u>December 2024</u>	<u>December 2025</u>	<u>YTD 2025</u>
Bicycles/Skateboards Prohibited	0	0	0	0	0	0	0	5
Consumption of Alcohol in Park	0	0	0	0	0	0	0	0
Construction After Hours	0	0	0	0	0	0	0	0
Disorderly Conduct	0	0	0	0	0	0	0	1
Dog Without a Leash	0	0	0	0	0	0	0	0
False Alarm – 2 nd Offense	16	11	0	0	0	1	0	9
False Alarm – 3 rd Offense	8	2	0	0	0	0	0	3
False Alarm – 4 th Offense	7	0	1	0	0	0	0	1
False Alarm – 5 th Offense	1	0	0	0	0	0	0	0
Failure to Register Alarm	0	3	0	3	0	0	0	4
Failure to Remove Snow	0	0	0	0	0	0	0	0
Idling Vehicle	0	0	0	0	0	0	0	0
In Park After Hours	0	0	0	0	0	0	0	1
Left Turn Prohibited	10	1	0	0	0	1	0	3
Littering	1	0	0	0	0	0	0	0
Noise Complaint	0	0	0	0	1	0	0	2
No U-turn	0	0	0	0	0	0	0	0
Open Container	2	0	0	0	0	0	0	15
Other	4	0	0	0	0	0	1	6
Overweight Vehicle	11	0	0	0	0	0	0	5
Urinating in Public	2	0	0	0	0	0	0	3
TOTAL	62	16	1	3	1	2	1	58

Patrol Overtime



Detective Overtime





Princeton Police Department

1 Valley Road, Princeton, NJ 08540

Phone: 609-921-2100 Fax: 609-924-8197 Mun. Code: 1110

Gender & Ethnicity Report - MV Stops

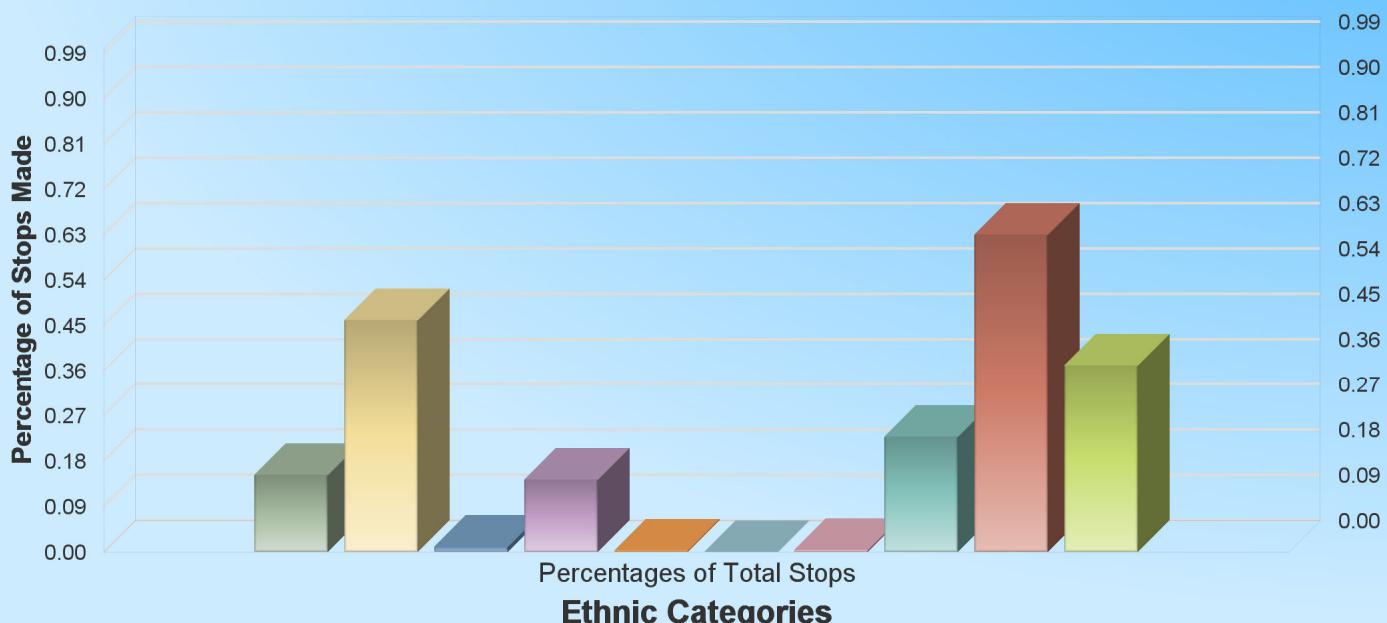


Total MV Stops: 467

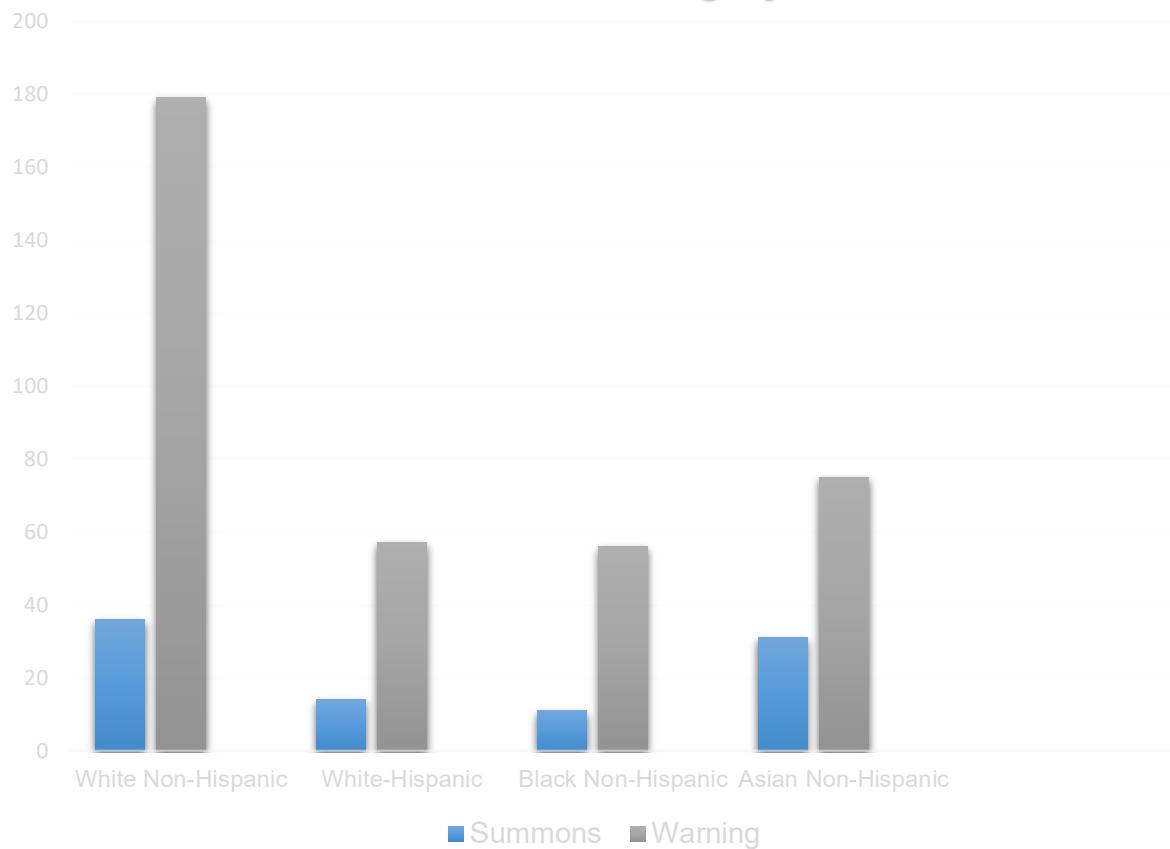
Gender / Ethnic breakdown shown in percentages of overall number of MV Stops

Race Code	Total #	Percentage
White Hisp.	71	15.20%
White Non Hisp.	215	46.04%
Black Hisp.	5	1.07%
Black Non-Hisp.	67	14.35%
Native Amer/Eskimo Hisp	1	0.21%
Native Amer/Eskimo Non-Hisp	0	0.00%
Asian Hisp.	2	0.43%
Asian Non-Hisp	106	22.70%
Male	294	62.96%
Female	173	37.04%

Motor Vehicle Stops



DECEMBER 2025
Summons vs. Warning by Race



Native American or Eskimo – a person having origins in any of the original peoples of the Americas and maintaining cultural identification through tribal affiliations or community recognition.

Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Black – a person having origins in any of the black racial groups of Africa

White – a person having origins in any of the original peoples of Europe, North Africa, or Middle East

PRINCETON POLICE DEPARTMENT
YEAR-TO-DATE (2020 to 2025) MVC Report

	2020	2021	2022	2023	2024	2025		2020	2021	2022	2023	2024	2025		
VEHICLES INVOLVED	861	1075	1125	1289	1270	1312	ROAD CONDITIONS		387	536	528	609	595	629	
INJURIES INVOLVED	90	110	110	129	112	106	Dry:		82	48	74	88	81	65	
CRASHES WITH INJURIES	76	89	87	97	93	94	Wet:		10	14	4	0	16	14	
PROPERTY DAMAGE CRASHES	59	62	71	87	67	63	Snow:		1	1	8	1	6	3	
							Ice:		0	0	1	0	0	0	
							Other:		TOTAL:	480	599	615	698	698	711
								CRASHES INVOLVING DEER		33	24	20	28	28	29
DAYLIGHT/DARKNESS							SUMMONS ISSUED		399	513	566	517	629	624	
Daylight:	379	489	490	576	575	584	CRASHES INVOLVING PEDESTRIANS								
Darkness:	101	110	125	122	123	127	Injury:		8	20	9	11	16	22	
Unknown:	0	0	0	0	0	0	Non-Injury:		0	2	0	1	0	0	
TOTAL:	480	599	615	698	698	711	Fatal:		0	1	1	1	0	0	
							Other:		0	0	0	0	0	0	
NUMBER OF CRASHES BY DAY															
Unknown:	0	0	0	0	0	0	CRASHES INVOLVING BICYCLISTS								
Monday:	71	84	75	115	85	109	Injury:		8	6	5	12	12	12	
Tuesday:	73	102	101	106	126	119	Non-Injury:		0	3	0	1	4	0	
Wednesday:	76	92	116	108	102	119	Fatal:		0	0	0	0	0	0	
Thursday:	63	92	108	126	112	103	Other:		0	0	0	0	0	0	
Friday:	87	98	95	122	110	129									
Saturday:	65	85	69	52	80	87	CRASHES INVOLVING MOTORCYCLES								
Sunday:	45	46	51	69	83	45	Injury:		0	2	3	2	1	4	
TOTAL:	480	599	615	698	698	711	Non-Injury:		0	0	0	0	0	1	
							Fatal:		0	0	0	0	0	0	
							Other:		0	0	0	0	0	0	
TIMES OF DAY															
0001 - 0100:	2	3	6	3	7	2	FATAL CRASHES		0	2	2	2	0	1	
0101 - 0200:	2	6	3	0	7	5									
0201 - 0300:	3	1	6	3	4	3									
0301 - 0400:	1	0	0	0	1	0									
0401 - 0500:	2	2	0	2	1	4									
0501 - 0600:	3	0	3	5	6	4	PRIVATE PROPERTY LOCATIONS		57	68	112	60	62	83	
0601 - 0700:	10	5	10	13	13	8									
0701 - 0800:	28	21	25	26	30	32	WEATHER CONDITIONS								
0801 - 0900:	31	27	46	51	50	45	Overcast:		2	38	3	0	2	1	
0901 - 1000:	23	34	35	39	44	32	Snow:		10	13	10	2	75	14	
1001 - 1100:	29	26	38	86	40	38	Rain:		57	27	50	68	60	45	
1101 - 1200:	34	51	40	45	50	45	Clear:		411	521	552	628	561	651	
1201 - 1300:	46	58	42	53	49	68									
1301 - 1400:	45	53	48	47	51	65	TOTAL:	480	599	615	698	698	711		
1401 - 1500:	42	60	45	61	69	50									
1501 - 1600:	47	51	60	64	61	63									
1601 - 1700:	23	57	44	70	53	60									
1701 - 1800:	35	48	57	61	52	62									
1801 - 1900:	23	29	34	32	35	44									
1901 - 2000:	19	17	29	37	30	32									
2001 - 2100:	10	19	15	17	18	16									
2101 - 2200:	12	12	12	14	14	15									
2201 - 2300:	4	13	10	10	7	13									
2301 - 2400:	6	5	7	9	6	5									
Unknown:	0	1	0	0	0	0									
TOTAL:	480	599	615	698	698	711									

USE OF FORCE

2025

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Total Number of Use of Force Incidents	1	0	1	0	1	0	0	0	-	-	2	1	6
Persons against whom force was used	1	0	1	0	1	0	0	0	-	-	2	1	6
Total Number Officer use of Physical Force	4	0	3	0	1	0	0	0	-	-	5	3	16
Total Number Officer use of Mechanical Force	0	0	0	0	0	0	0	0	-	-	0	0	0
Total Officer Show of Force	2	0	0	0	0	0	0	2	-	-	0	0	4
Total Officer use of Deadly Force	0	0	0	0	0	0	0	0	-	-	0	0	0

January	25-00202 (UOF), 25-00466 (SOF)
February	-
March	25-06684 (UOF)
April	-
May	25-13536 (UOF)
June	-
July	-
August	25-23108 (SOF)
September	-
October	-
November	25-33293 (UOF), 25-34591 (UOF)
December	25-38422 (UOF)

(These totals do not reflect the NJSP NIBRS criteria, totals are Princeton Police policy totals only.)



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: ORD 26-01

Agenda Date: 1/27/2026

Agenda #: 1.

An Ordinance of the Municipality of Princeton Amending Chapter B17A Entitled “Land Use and Zoning” of the Municipality of Princeton to Create the Affordable Housing District-10 (AH-10) in Furtherance of the Fair Housing Act (Public Hearing: February 9, 2026)- Roll Call

ORDINANCE #2026-01

AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON AMENDING CHAPTER B17A ENTITLED “LAND USE AND ZONING” OF THE MUNICIPALITY OF PRINCETON TO CREATE THE AFFORDABLE HOUSING DISTRICT-10 (AH-10) IN FURTHERANCE OF THE FAIR HOUSING ACT

WHEREAS, the New Jersey Supreme Court, through its rulings in Southern Burlington County NAACP vs. Mount Laurel, 67 N.J. 151 (1975) (“Mount Laurel I”) and Southern Burlington County NAACP vs. Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”), 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 the regional need for housing for low- and moderate-income households and 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”), starting with fourth round (2025-2035) affordable housing obligations; 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”), Princeton filed a Complaint for Declaratory Judgment entitled *In the Matter of the Application of the Municipality of Princeton in Mercer County*, Docket No. MER-L-000207-25 on January 28, 2025 (the “Fourth Round DJ Action”), identifying Princeton’s present and prospective fair share obligations for the Fourth Round, and committing to adopting and submitting a Fourth Round Housing Plan Element and Fair Share Plan (“HEFSP”) as required by the FHA; and

WHEREAS, on June 25, 2025, the Princeton Planning Board (“Board”) adopted a Fourth Round HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, *et seq.*, as required by and in conformance with the FHA; and

WHEREAS, on June 26, 2025, by Resolution No. 25-230, the Mayor and Council endorsed Princeton’s Fourth Round HEFSP, which was filed with the court in the Fourth Round DJ Action on June 27, 2025; and

WHEREAS, Princeton’s Fourth Round HEFSP addresses Princeton’s affordable housing obligations in a manner which will promote the public health and general welfare, and sets forth a plan which fully satisfies Princeton’s Fourth Round affordable housing obligations; and

WHEREAS, as contemplated by and in conformity with P.L.2024, c.2, Princeton now looks forward to implementing the goals, objectives and housing opportunities contemplated by its HEFSP by creating a new Affordable Housing District-10 (“AH-10”) zoning district; and

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-1 (“MLUL”) at N.J.S.A. 40:55D-62.a requires that the provisions of a zoning ordinance be substantially consistent with the land use plan element and the housing plan element of the master plan or designed to effectuate such plan elements; and

WHEREAS, Princeton finds and declares that, pursuant to the purposes of the MLUL, the ordinance promotes the public health, safety, morals, and general welfare and advances the municipality’s efforts to meet its constitutional obligation to provide for its fair share of very low, low and moderate income housing; and

WHEREAS, the Mayor and Council formally refers this Ordinance to the Board for review, 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 the requirements of the MLUL.

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

Section 1. Affordable Housing Districts. Section §B17A-202(i), “Affordable Housing Districts”, of Chapter B17A of the “Code of the Borough of Princeton, New Jersey, 1974” (the “Code”), entitled “Land Use and Zoning”, is amended to add the following new zoning district:

(10) AH-10 Affordable Housing – 10.

Section 2. Zoning Map. Section §B17A-203, “District Map”, of Chapter B17A of the Code, is hereby supplemented and amended to modify the “Official Zoning Map of Princeton, Mercer County, New Jersey” by designating the following lands identified by block(s) and lot(s) on the official Tax Map of Princeton as follows:

<u>Block(s)</u>	<u>Lot(s)</u>	<u>Street Address</u>	<u>Existing District</u>	<u>New District</u>
48.01	5	245-247 Nassau Street	SB B	AH-10

Section 3. Affordable Housing District Provisions. Division 10 “Affordable Housing Zones” of Chapter B17A of the Code is hereby supplemented and amended to add the following new Affordable Housing Zone to Subdivision II “Affordable Housing (AH) Zones” as follows:

§B17A-490. Affordable Housing - 10 (AH-10)

- A. Purpose. The purpose of the AH-10 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 low-and moderate-income households. Specifically, the AH-10 zone is established to encourage redevelopment consisting of upper-story multiple dwellings with an affordable housing set-aside, along with ground-level retail, service, commercial and office uses.
- B. Permitted Uses. In Affordable Housing – 10 district, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:
 - (1) Multiple dwellings.
 - (2) Retail sales and services, offices and restaurants located on the ground floor or street level, not to exceed, in total, 3,300 square feet of net leasable floor area.
- C. Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:
 - (1) Residential management office.
 - (2) Common rooms/areas, including for meetings, recreation, laundry and storage.
 - (3) Communications infrastructure.
 - (4) Maintenance and storage.
 - (5) Off-street parking and loading.
 - (6) Street/site furnishings. Outdoor dining / courtyard is allowable within the front yard setback.
 - (7) Home occupations.
 - (8) Fences and walls.
 - (9) Landscape amenities and open space.
 - (10) Signs.
 - (11) Storm water management facilities and other utilities.
 - (12) Other customary uses which are clearly incidental and subordinate to a permitted principal use on the same lot.

D. Required Income Restriction. In any AH-10 district, 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 eighteen (18). 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).

E. AH-10 Site Development Regulations. The following site development regulations shall apply to all lots and buildings:

- (1) Minimum yard requirements:
 - a. Front yard:
 - i. To Lot 18: five (5) feet.
 - ii. All others: zero (0) feet.
 - iii. Outdoor dining courtyard(s) shall be allowable within the front yard setback.
 - b. Side yard: zero (0) feet.
 - c. Rear yard: ten (10) feet.
 - i. Stormwater management measures and emergency generator(s) shall be permitted within the rear yard setback.
 - d. Maximum front yard setback: fifteen (15) feet.
- (2) Maximum impervious coverage: 90%.
- (3) Building height shall not exceed five (5) stories, not to exceed sixty-five (65) feet in height.
- (4) Maximum number of dwelling units shall not exceed 95 units in the AH-10 district.
- (5) Maximum number of buildings: Multiple buildings per lot are permitted.
- (6) Off-street vehicular and bicycle parking.
 - a. Vehicle parking for residential uses: 0.75 off-street parking spaces

shall be provided for each dwelling.

- b. Vehicle parking for non-residential uses. No off-street parking spaces shall be required.
- c. The allowable number of compact size parking spaces shall be as follows: In parking areas and parking structures of less than 100 spaces, a maximum of 25% of such spaces may be designed as compact spaces.
- d. Bicycle parking shall be provided in accordance with §T10B-282.2.

F. Landscaping. No landscape buffers shall be required.

G. Lighting. Illumination of sites and buildings shall be regulated pursuant to §B17A-365.1 Lighting.

H. Signs.

- (1) One building-mounted identification sign shall be permitted. Such sign shall not exceed 15' x 4' (height x width) and sixty (60) square feet in size. If the sign is illuminated, it shall be either externally lit with directional lights that are shielded (so as to sufficiently illuminate the sign content) or halo-lit with shielded back glow illumination.
- (2) One freestanding, two-sided, monument sign shall be permitted. Such sign shall not exceed one (1) foot in width, with each sign face not exceeding 5' x 4' (height x width) and twenty (20) square feet in size. The sign may be installed in the front and side yard setbacks up to the property boundaries. If the sign is illuminated, it shall be either externally lit with directional lights that are shielded (so as to sufficiently illuminate the sign content) or halo-lit with shielded back glow illumination.
- (3) One building-mounted retail sign shall be permitted. Such sign shall not exceed 1' x 9' (height x width) and nine (9) square feet in size. If the sign is illuminated, it shall be either externally lit with directional lights that are shielded (so as to sufficiently illuminate the sign content) or halo-lit with shielded back glow illumination.
- (4) One building-mounted parking sign shall be permitted. Such sign shall not exceed 1' x 9' (height x width) and nine (9) square feet in size. If the sign is illuminated, it shall be externally lit with directional lights that are shielded (so as to sufficiently illuminate the sign content).

Section 4. Conflicts. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provisions of this Ordinance shall control.

Section 5. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section 6. Referral. After introduction, the Municipal Clerk is hereby directed to submit a copy of this ordinance to the Princeton Planning Board for its review and report in accordance with N.J.S.A. 40:55D-64.

Section 7. Notice. The Municipal Clerk is directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the Mercer County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-62.1.

Section 8. Effective Date. This ordinance shall take effect immediately upon final passage and publication, filing with the Mercer County Planning Board, and as otherwise provided for by law.

Dawn M. Mount, Clerk

Hon. Mark Freda, Mayor

STATEMENT OF PURPOSE: The purpose of this ordinance is to amend Princeton's zoning ordinance by creating a new affordable housing zoning district in furtherance of Princeton's Fourth Round Housing Plan Element and Fair Share Plan.

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 January 27, 2026 and will be considered for final passage and adoption at the Council Meeting scheduled for February 9, 2026 at 7:00 p.m. at the Princeton Municipal Building, 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, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: ORD 26-02

Agenda Date: 1/27/2026

Agenda #: 2.

An Ordinance of the Municipality of Princeton Amending Ordinance No. 2025-15 Creating the Affordable Housing District-14 (AH-14) of Chapter T10B Entitled “Land Use: of the Municipality of Princeton (Public Hearing: February 9, 2026)- Roll Call

ORDINANCE #2026-02

**AN ORDINANCE OF THE MUNICIPALITY
OF PRINCETON AMENDING ORDINANCE
NO. 2025-15 CREATING THE AFFORDABLE
HOUSING DISTRICT-14 (AH-14) OF
CHAPTER T10B ENTITLED “LAND USE” OF
THE MUNICIPALITY OF PRINCETON**

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

Section 1. Amending Ordinance No. 2025-15. Ordinance No. 2025-15, entitled “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”, adopted September 8, 2025, shall be and is amended as follows:

- A. Section 6, Repealer, is deleted in its entirety.
- B. Section 7, Interpretation, shall be deleted in its entirety and replaced with a new Section 7 to read as follows:

Section 7. Conflicts. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provisions of this Ordinance shall control.

Section 2. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section 3. Referral. After introduction, the Municipal Clerk is hereby directed to submit a copy of this ordinance to the Princeton Planning Board for its review and report in accordance with N.J.S.A. 40:55D-64.

Section 4. Notice. The Municipal Clerk is directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the Mercer County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-62.1.

Section 5. Effective Date. This ordinance shall take effect immediately upon final passage and publication, filing with the Mercer County Planning Board, and as otherwise provided for by law.

Dawn M. Mount, Clerk

Hon. Mark Freda, Mayor

STATEMENT OF PURPOSE: The purpose of this ordinance is to amend the ordinance interpretation provisions of Ordinance 2025-15, adopted September 8, 2025.

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 January 27, 2026 and will be considered for final passage and adoption at the Council Meeting scheduled for February 9, 2026 at 7:00 p.m. at the Princeton Municipal Building, 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, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: ORD 26-03

Agenda Date: 1/27/2026

Agenda #: 3.

An Ordinance of the Municipality of Princeton Amending Chapter T10B Entitled “Land Use” of the Municipality of Princeton to Create the Affordable Housing District-15 (AH-15) in Furtherance of the Fair Housing Act (Public Hearing: February 9, 2026)- Roll Call

ORDINANCE #2026-03

AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON AMENDING CHAPTER T10B ENTITLED “LAND USE” OF THE MUNICIPALITY OF PRINCETON TO CREATE THE AFFORDABLE HOUSING DISTRICT-15 (AH-15) IN FURTHERANCE OF THE FAIR HOUSING ACT

WHEREAS, the New Jersey Supreme Court, through its rulings in Southern Burlington County NAACP vs. Mount Laurel, 67 N.J. 151 (1975) (“Mount Laurel I”) and Southern Burlington County NAACP vs. Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”), 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 the regional need for housing for low- and moderate-income households and 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”), starting with fourth round (2025-2035) affordable housing obligations; 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”), Princeton filed a Complaint for Declaratory Judgment entitled *In the Matter of the Application of the Municipality of Princeton in Mercer County*, Docket No. MER-L-000207-25 on January 28, 2025 (the “Fourth Round DJ Action”), identifying Princeton’s present and prospective fair share obligations for the Fourth Round, and committing to adopting and submitting a Fourth Round Housing Plan Element and Fair Share Plan (“HEFSP”) as required by the FHA; and

WHEREAS, on June 25, 2025, the Princeton Planning Board (“Board”) adopted a Fourth Round HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, *et seq.*, as required by and in conformance with the FHA; and

WHEREAS, on June 26, 2025, by Resolution No. 25-230, the Mayor and Council endorsed Princeton’s Fourth Round HEFSP, which was filed with the court in the Fourth Round DJ Action on June 27, 2025; and

WHEREAS, Princeton’s Fourth Round HEFSP addresses Princeton’s affordable housing obligations in a manner which will promote the public health and general welfare, and sets forth a plan which fully satisfies Princeton’s Fourth Round affordable housing obligations; and

WHEREAS, as contemplated by and in conformity with P.L.2024, c.2, Princeton now looks forward to implementing the goals, objectives and housing opportunities contemplated by its HEFSP by creating a new *Affordable Housing District-15* (“AH-15”) zoning district; and

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-1 (“MLUL”) at N.J.S.A. 40:55D-62.a requires that the provisions of a zoning ordinance be substantially consistent with the land use plan element and the housing plan element of the master plan or designed to effectuate such plan elements; and

WHEREAS, Princeton finds and declares that, pursuant to the purposes of the MLUL, the ordinance promotes the public health, safety, morals, and general welfare and advances the municipality’s efforts to meet its constitutional obligation to provide for its fair share of very low, low and moderate income housing; and

WHEREAS, the Mayor and Council formally refers this Ordinance to the Board for review, 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 the requirements of the MLUL.

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

Section 1. Affordable Housing Districts. Section §T10B-244, “Division of Township into Zoning Districts”, of Chapter T10B of the “Code of the Borough of Princeton, New Jersey, 1974” (the “Code”), entitled “Land Use”, is amended to add the following new zoning district:

(15) AH-15 Affordable Housing – 15.

Section 2. Zoning Map. Section §T10B-242, “Zoning Map”, of Chapter T10B of the Code, is hereby supplemented and amended to modify the “Official Zoning Map of Princeton, Mercer County, New Jersey” by designating the following lands identified by block(s) and lot(s) on the official Tax Map of Princeton as follows:

<u>Block(s)</u>	<u>Lot(s)</u>	<u>Street Address</u>	<u>Existing District</u>	<u>New District</u>
5502	2	457 N. Harrison Street	OR-2	AH-15

Section 3. Affordable Housing District Provisions. Division 2, “Zoning Districts”, of Chapter T10B of the Code is hereby supplemented and amended to add the following new Affordable Housing Zone to Subdivision 2.27 “Affordable Housing (AH) Zones” as follows:

§T10B-272.121. Affordable Housing - 15 (AH-15) Zone

- (a) Purpose. The purpose of the Affordable Housing – 15 (“AH-15”) zoning district is to redevelop commercial land for multi-family housing in an appropriate location in furtherance of the Municipality's goals and objectives for affordable housing as set forth in the Master Plan.
- (b) Permitted Uses. In the AH-15 zone, no lot shall be used, and no structure shall be erected, altered or occupied, for any purpose except the following:
 - (1) Multifamily dwellings.
- (c) Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:
 - (1) Residential management office.
 - (2) Common rooms/areas, including for meetings, recreation, laundry and storage.
 - (3) Communications infrastructure.
 - (4) Maintenance facility.
 - (5) Maintenance and storage.
 - (6) Off-street parking; including parking garages and parking structures, and loading.
 - (7) Street/site furnishings.
 - (8) Home occupations.
 - (9) Off-street surface parking and private residential garages.
 - (10) Fences and walls.
 - (11) Landscape amenities and open space.
 - (12) Rooftop amenity space for residents and guests.
 - (13) Pedestrian circulation elements.
 - (14) Signs.
 - (15) Storm water management facilities and other utilities.

(16) Other customary uses which are clearly incidental and subordinate to a permitted principal use on the same lot.

(d) Required Income Restriction. In any AH-15 district, at least twenty percent (20%) of the total number of dwellings shall be affordable to very low, low and moderate income households. 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).

(e) AH-15 Site Development Regulations. The following site development regulations shall apply to all lots and buildings:

(1) Area and Yard Requirements.

- a. Minimum lot area. The minimum contiguous lot area shall be five acres (5) acres.
- b. Minimum tract frontage. The minimum frontage shall be three hundred (300) lineal feet.
- c. Minimum front yard setback for buildings shall be seventy-five (75) feet.
- d. Minimum side yard setback for buildings shall be twenty-five (25) feet.
- e. Minimum rear yard setback for buildings shall be thirty-five (35) feet.

(2) Setbacks for parking lots, aisles and public access. No parking or loading area, aisle, or driveway, excepting for access to and from a public street, shall be located closer than twenty-five (25) feet to a streetline and five (5) feet to any side lot boundary and a half (0.5) foot to the rear lot line.

(3) Density limitation. The maximum number of dwellings shall not exceed one hundred and ninety-one (191) units in the AH-15 district.

(4) Maximum impervious surface coverage. The maximum impervious surface coverage shall be eighty percent (80%) of the total gross acreage of the tract.

(5) Maximum building height: five stories and sixty-five (65) feet. Non-habitable building elements located above the roofline of the highest floor

that constitute, contain or screen mechanical equipment, including residential rooftop amenities, that, do not in the aggregate, exceed 20% of the roof area of the building shall be excluded from the calculation of building height.

- a. Building height shall be calculated consistent with the “height of the building” definition found in §T10B-241.
- b. Elevator penthouses, staircases and mechanical equipment located on the rooftop shall not be subject to any setback requirement.

(f) Off-Street Parking and Loading.

- (1) For vehicles.
 - a. Minimum number of spaces: 1.5 spaces per dwelling unit.
 - b. Minimum setback from front yard: fifty (50) feet to the nearest point of any parking space.
 - c. Minimum setback from other yards: twenty (20) feet to the nearest point of any parking space.
 - d. Off-street loading. One space 15' W x 25' D by 14' H.
 - e. Minimum parking stall size: Stalls shall be a minimum of 9' x 18' in size, consistent with RSIS, and up to 10% of the total provided stalls may be compact stalls, a minimum of 8' x 16' in size.
- (2) Bicycle parking and connectivity. Bicycle parking shall be as required in §T10B-282.2. A pedestrian walkway and a separate dual-use (i.e., pedestrian and bicycle) path shall be provided from the building to North Harrison Street. A dual-use path shall also be provided along North Harrison Street.
- (3) Other dimensions and calculations shall be as required in Subdivision 3.5 of the Code of the Municipality of Princeton, to the extent applicable and not in direct conflict with the provisions of this Ordinance.

(g) Landscape Buffer Strips. The following requirements shall supersede the requirements of §T10B-304 in the AH-15 zone.

- (1) Buffers and Berms. Landscaping buffers are required to minimize and visually screen any adverse impacts or nuisances on the a site or from any adjacent area. Berms may be used to achieve buffering effects in

accordance with the regulations herein where the buffer width is greater than twenty (20) feet.

- (2) General requirements. Landscape buffers shall consist of a combination of deciduous trees, conifers, shrubs, berms, and if appropriate, fences, walls or retaining walls in sufficient quantities and sizes to perform their necessary screening function. Storm water management facilities, parking, dumpster enclosures, accessory buildings or above ground structures, and similar encroachments shall not be permitted in the required buffer area. Buffers shall be installed in the side yards.
- (3) The minimum width of landscape buffer shall be five (5) feet. For any buffer less than twenty (20) feet in width, a solid fence shall be incorporated into the buffer landscaping plan except when such fence is within twenty-five (25) feet of a streetline.
- (4) The front yard landscaping plan shall be designed to retain existing vegetation of high quality and shall introduce landscape elements to enhance street-facing buildings and the grounds along the streetline.
 - a. Street trees shall be required along all frontages, with a minimum caliper of two and one-half (2.5) inches at time of planting and be large shade trees at maturity. In general, street trees shall be planted at 40-foot intervals, but may be adjusted to account for utilities, driveways, bicycle paths and pedestrian paths.
 - b. Front yard landscaping shall be continuous except for access drives as approved by the board of jurisdiction.

(h) Lighting. Illumination of sites and buildings shall be regulated pursuant to §T10B-317.1.

(i) Signs.

- a. One freestanding monument sign shall be permitted. Such sign shall be set back a minimum of five (5) feet from any property line and shall not exceed twenty-four (24) square feet in area. If the sign is illuminated, only exterior lighting shall be permitted.
- b. A maximum of two façade signs shall be permitted identifying the building. Façade signs shall be placed either with a band extending across a section of the first level façade (preferably near or above a door or window) or mounted as individual channel-cut letters at the front edge of an entrance canopy. The area of a façade sign shall not exceed thirty (30) square feet. If a façade sign is illuminated, it shall be either externally lit with directional lights that are shielded

(so as to sufficiently illuminate the sign content) or halo-lit with shielded back glow illumination.

- (j) Reciprocal Access. Applicants for development in the AH-15 Zone should pursue, to the maximum extent practicable, reciprocal cross-access easements with adjoining properties to enhance vehicular, bicycle, and pedestrian circulation. In particular, applicants are encouraged to seek such easements with Block 5502, Lots 4.02 and/or 4.03 to provide access to the Thanet Road cul-de-sac that intersects Terhune Road. If Applicant is able to obtain such access easement(s), then any such driveway or aisle shall be exempt from the setback requirements set forth in section §T10B-272.121(e)(2) above. The owners of Block 5502, Lots 4.02 and 4.03 are outside of the AH-15 Zone and are not subject to this provision; accordingly, compliance is encouraged but not required. If consent from those owners cannot be obtained, no variance or waiver from this subsection is required.
- (k) Exemption from Certain Requirements. Any development or redevelopment within the AH-15 zone shall be exempt from complying with §T10B-278, §T10B-288, §T10B-297, §T10B-304 and §T10B-307 of the Code of the Municipality of Princeton.

Section 4. Conflicts. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provisions of this Ordinance shall control.

Section 5. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section 6. Referral. After introduction, the Municipal Clerk is hereby directed to submit a copy of this ordinance to the Princeton Planning Board for its review and report in accordance with N.J.S.A. 40:55D-64.

Section 7. Notice. The Municipal Clerk is directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the Mercer County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-62.1.

Section 8. Effective Date. This ordinance shall take effect immediately upon final passage and publication, filing with the Mercer County Planning Board, and as otherwise provided for by law.

Dawn M. Mount, Clerk

Hon. Mark Freda, Mayor

STATEMENT OF PURPOSE: The purpose of this ordinance is to amend Princeton's zoning ordinance by creating a new affordable housing zoning district in furtherance of Princeton's Fourth Round Housing Plan Element and Fair Share Plan.

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 January 27, 2026 and will be considered for final passage and adoption at the Council Meeting scheduled for February 9, 2026 at 7:00 p.m. at the Princeton Municipal Building, 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, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-038

Agenda Date: 1/27/2026

Agenda #: 1.

Resolution of the Mayor and Council of Princeton Authorizing the Award of a Professional Services Agreement to Scarinci Hollenbeck LLC for Environmental Legal and Litigation Services for an Amount Not to Exceed \$150,000.00

WHEREAS, the Municipality of Princeton (“Princeton”) has a need for environmental legal and litigation services; and

WHEREAS, it has been determined that the value of the contract will exceed \$44,000; and

WHEREAS, Scarinci Hollenbeck LLC provided a proposal for these services for an amount not to exceed \$150,000.00; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law, Princeton may award a contract for professional services without public advertising for bids; and

WHEREAS, this contract is not being awarded as a “fair and open” contract as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.5., Princeton may award a non-fair and open contract to a business entity if, during the preceding one-year period, that business entity has not made a contribution that is reportable by the recipient under P.L. 1973, c.83, N.J.S.A. 19:44A-1 et seq. to any municipal committee of a political party in that municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded; and

WHEREAS, Scarinci Hollenbeck LLC has completed and submitted the required pay-to-play forms which certify that the firm has not made any reportable contributions to a candidate committee in Princeton in the previous year, and that the contract will prohibit the firm from making any reportable contributions through the term of the contract; and

WHEREAS, the Certified Financial Officer has certified that Princeton has appropriated sufficient funds for these services in account 01-201-20-155-279; and

WHEREAS, the term of this contract shall be for twelve months, from January 1, 2026, to December 31, 2026.

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

1. The Mayor and Council, or their designee, are hereby authorized and directed to enter into an agreement with Scarinci Hollenbeck LLC for Environmental Legal and Litigation Services for an amount not to

exceed \$100,000.00 without competitive bidding as a Professional Service in accordance with N.J.S.A. 40A:11-5(1)(a)(i)

2. The term of this contract shall be for twelve months, from January 1, 2026, to December 31, 2026
3. A copy of this Resolution, Pay-to-Play Forms, and contract will be kept on file in the Office of the Clerk.
4. Notice of this action shall be published in the official newspaper as required by law.

**PROFESSIONAL SERVICES AGREEMENT FOR ENVIRONMENTAL LEGAL AND
LITIGATION SERVICES**

THIS AGREEMENT ("Agreement" or "agreement") is by and between THE MUNICIPALITY OF PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and SCARINCI HOLLENBECK LLC, 150 Clove Road, 9th Floor, Little Falls, New Jersey 07424 (hereinafter referred to as "CONSULTANT".)

WITNESS

WHEREAS, PRINCETON desires to obtain Environmental Legal and Litigation Services; and

WHEREAS, on December 22, 2025, CONSULTANT provided a written proposal to PRINCETON for purposes of performing the sought-after professional services to PRINCETON, a copy of which is attached as Exhibit B hereto; and

WHEREAS, by resolution, the Council awarded an agreement for professional services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between PRINCETON and CONSULTANT as follows:

1. Scope of Services.

a. In consideration for payment of the cost set forth in Section 3 below, CONSULTANT shall use its best efforts to perform professional services and other related duties as set forth in the CONSULTANT'S proposal, a copy of which is attached hereto as Exhibit B and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT'S proposal and this Agreement, the terms of this Agreement shall control.

2. Contract Term.

a. This Agreement shall become effective on **January 1, 2026**, and shall terminate on **December 31, 2026**, unless terminated sooner pursuant to the termination provisions set forth in subsection 2b. below.

b. The Agreement may be terminated by either party, by giving thirty (30) days advanced written notice to the other, to the address as set forth on page 1 above.

3. Compensation; Manner of Payment.

a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed one hundred fifty thousand dollars and zero cents (\$150,000.00), subject to annual budgetary appropriations.

b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on

the hourly rates and fees set forth in Exhibit B. CONSULTANT shall give written notice to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the compensation set forth in paragraph 3a.

- c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of invoice and an audited and approved signed voucher.

4. Terms and Conditions.

- a. CONSULTANT shall take note of and comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 regarding Affirmative Action/ Equal Employment Opportunity and the Americans with Disabilities Act. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit A.
- b. CONSULTANT shall take note of and comply with the requirements of P.L. 2004, c.57 (N.J.S.A. 52:32-44 et seq.) regarding Business Registration and Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
- c. The Terms and Conditions printed on the purchase order issued by PRINCETON to CONSULTANT shall be incorporated into this agreement per the attached Exhibit D.

5. Political Contributions.

- a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the services as described herein. This Agreement was not awarded through a “fair and open process” as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution that is reportable by the recipient under P.L. 1973, c.83, N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$200.00), in the one (1) year period preceding the award of this Agreement nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.
- b. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if CONSULTANT receives in a calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity. It is CONSULTANT’S responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

6. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured and as the certificate holder on such policies.
- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the CONSULTANT'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.
- c. It is also agreed that the acceptance of the final payment by the CONSULTANT 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 CONSULTANT'S obligations under this contract.

7. Complete Agreement.

- a. This Agreement and any attachments hereto or incorporated by reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

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

ATTEST:

**PRINCETON, a municipal corporation of
the State of New Jersey**

By: _____
Dawn M. Mount, Municipal Clerk

Date: _____

By: _____
Mark Freda, Mayor

Date: _____

WITNESS:

SCARINCI HOLLENBECK, LLC

By: _____

By: _____
Authorized Representative

Date: _____

Date: _____

EXHIBIT A

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 SERVICE 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 court 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 AA302 (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 an 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 an Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

EXHIBIT B



SCARINCI | HOLLENBECK^{LLC}
ATTORNEYS AT LAW

150 CLOVE ROAD, 9TH FLOOR
LITTLE FALLS, NJ 07424
201.896.4100 • sh-law.com

JOHN M. SCAGNELLIS | Partner, Past Chair Environmental & Land Use Law Group
jscagnelli@sh-law.com
Phone: 201-896-7047

December 22, 2025

BY E-MAIL

Sarah Ocicki
Purchasing Agent
Finance Department
Municipality of Princeton
400 Witherspoon Street
Princeton, New Jersey 08540

**Re: Municipality of Princeton
Scarinci Hollenbeck, LLC Environmental Legal Contract Renewal
Our File No.: 14728.1000**

Dear Ms. Ocicki:

As requested in your December 16, 2025 e-mail, we are providing the following Proposal for special environmental legal services for 2026 for the Municipality of Princeton (“Princeton”). This will confirm that the rates stated in the Firm’s September 11, 2023 Professional Services Agreement will remain the same in this 2026 Proposal.

In our attached September 22, 2025 letter to you, we advised that our projected environmental legal work for Princeton for 2026 will principally consist of the continued prosecution of Princeton’s insurance coverage action against ACE American Insurance Co. (“ACE”), Municipality of Princeton v ACE American Insurance Co., Civil Action No. 2023-2275 (MAS). We will need to expand the description of work contained in our September 22, 2025 letter since we recently discovered that ACE in 2021 and 2025 destroyed certain of its files related to Princeton’s environmental coverage claim. Federal Magistrate Judge Quinn has directed Princeton to file a motion relating to ACE’s spoliation of those files. For that reason, we request that the contract amount increase by an additional \$150,000 for the coming year.

Please contact me if you have any questions.

Sincerely,

/s/ John M. Scagnelli

JOHN M. SCAGNELLIS
For the Firm

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, C.315 (N.J.S.A. 52:32-44) requires VENDOR (also "CONTRACTOR") to provide PRINCETON with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A Subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to PRINCETON as provided above. No Contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with PRINCETON unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. PRINCETON will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to PRINCETON a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

EXHIBIT D

TERMS & CONDITIONS

EXEMPTION

Princeton is exempted by statute from payment of all Federal, State, and Municipal excise, sales and other taxes.

FEDERAL I.D. 30-0746654

LEGAL REQUIREMENTS

The vendor agrees to comply with all statutes, rules and regulations and orders set forth by the State of New Jersey, Federal Government, and ordinances of Princeton.

STATE REQUIREMENT (BUSINESS REGISTRATION REQUIREMENT)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-9292

AUTHORIZATION TO PROCEED

Princeton shall not be responsible for materials delivered or services performed delivered without authority of its written order and properly signed and executed by authorized Princeton official(s).

QUALITY & QUANTITY

All materials or services furnished on this order must be as specified, and subject to Princeton officials' inspection and approval within a reasonable time after delivery at destination. Materials other than specified will be returned at the order must not be substituted without the review and approval of authorized Princeton official(s). Materials rejected will be returned at the vendor's risk and expense. Quantities and unit prices specified must be adhered to. In case of a change, it first requires Princeton approval or it will be paid at the quoted price and quantity.

ASSIGNMENT

Neither party shall assign or transfer this order or any interest therein or monies payable ther under without the written consent of the other party and any assignment made without such consent shall be null and void, except that Princeton may assign this order and its interest therein to any affiliated corporation or to any corporation succeeding to Princeton's business without consent of vendor.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contact 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable 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 with out regard to age, creed, color, national origin, ancestry marital status, affectional or sexual orientation, gender identity or expression, disability, national 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

Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-039

Agenda Date: 1/27/2026

Agenda #: 2.

Resolution of the Mayor and Council of Princeton Authorizing the Award of a Contract with Interstate Waste Services of New Jersey, Inc. for Option #1 Solid Waste and Bulk Waste Collection Utilizing Contractor-Supplied 64-Gallon Carts for the Fourth Year of a Five-Year Term for an Amount Not to Exceed \$1,525,645.00

WHEREAS, in response to a duly advertised Notice to Bidders under the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11- 1 et seq.*, on October 19, 2022, the Municipality of Princeton (“Princeton”) received one bid for the publicly solicited five-year Solid Waste and Organics Collection contract from Interstate Waste Services of New Jersey, Inc. (IWS) for a five-year bid price of \$7,105,075.00, to be distributed per service year as follows:

Year 1 (February 1, 2023 - January 31, 2024)	\$1,211,106.00
Year 2 (February 1, 2024 - January 31, 2025)	\$1,307,994.00
Year 3 (February 1, 2025 - January 31, 2026)	\$1,412,634.00
Year 4 (February 1, 2026 - January 31, 2027)	\$1,525,645.00
<u>Year 5 (February 1, 2027 - January 31, 2028)</u>	<u>\$1,647,696.00</u>
Total Five-Year Cost	\$7,105,075.00; and

WHEREAS, the bid was reviewed by the Municipal Attorney’s Office, who found that its submission complied with the bidding requirements for same, and by Princeton’s Waste Consultant, DeFeo Associates, who recommended that a contract for Solid Waste and Bulk Waste Collection with Contractor-Supplier Carts be awarded to IWS; and

WHEREAS, by Resolution 22-400 adopted on November 14, 2022, Princeton awarded a contract for Solid Waste and Organics Collection to IWS; and

WHEREAS, IWS has been performing the services under the Agreement in an effective and efficient manner; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said services in account 01-201-26-305-273.

NOW, THEREFORE, BE IT RESOLVED by the Princeton Council in the Municipality of Princeton as follows:

1. The bid submitted by Interstate Waste Services of New Jersey, Inc. be and is hereby accepted for the fourth year of a five-year contract; and
2. The amount of the fourth year of the contract shall not exceed \$1,525,645.00.

3. The continuation of the contract and services thereunder beyond the second year of the contract shall be subject to the availability and appropriation annually of sufficient funds for this service for the subsequent year, in accordance with the aforementioned payment distribution.

4. A certified true copy of this Resolution shall be furnished upon its adoption to Interstate Waste Services of New Jersey, Inc.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-040

Agenda Date: 1/27/2026

Agenda #: 3.

Resolution of the Mayor and Council of Princeton Authorizing the Award of a Professional Services Agreement to KG Law Group, LLC to Serve as Municipal Prosecutor in 2026, for an Amount Not to Exceed \$78,000.00

WHEREAS, Princeton has a need for the services of an attorney for purposes of serving as Municipal Prosecutor on behalf of Princeton; and

WHEREAS, it has been determined that the value of the contract will exceed \$44,000; and

WHEREAS, KG Law Group, LLC has provided a proposal to Princeton for purposes of performing the sought-after Municipal Prosecutor services, which services will be compensated at a contract amount of \$600 per court session (one half day) for 2026; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law, Princeton may award a contract for professional services without public advertising for bids; and

WHEREAS, this contract is not being awarded as a “fair and open” contract as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.5., Princeton may award a non-fair and open contract to a business entity if, during the preceding one-year period, that business entity has not made a contribution that is reportable by the recipient under P.L. 1973, c.83, N.J.S.A. 19:44A-1 et seq. to any municipal committee of a political party in that municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded; and

WHEREAS, KG Law Group, LLC has completed and submitted the required pay-to-play forms which certify that KG Law Group, LLC has not made any reportable contributions to a candidate committee in Princeton in the previous year, and that the contract will prohibit KG Law Group, LLC from making any reportable contributions through the term of the contract; and

WHEREAS, the Certified Financial Officer has certified that Princeton has appropriated sufficient funds for these services in account 01-201-25-275-281; and

WHEREAS, the term of this contract shall be for twelve months, from January 1, 2026, until December 31, 2026.

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

1. The Mayor and Council, or their designee, are hereby authorized and directed to enter into an agreement with KG Law Group, LLC to serve as Municipal Prosecutor at a rate of \$600 per one half day court session for a total amount not to exceed \$78,000 without competitive bidding as a Professional Service in accordance with N.J.S.A. 40A:11-5(1)(a)(i).
2. The Term of this contract shall be for twelve months, from January 1, 2026, until December 31, 2026.
3. A copy of this Resolution, Pay-to-Play Forms, and contract will be kept on file in the Office of the Clerk.
4. Notice of this action shall be published in the official newspaper as required by law.

KG LAW GROUP LLC



KG LAW GROUP
JUSTICE IS OUR MISSION

520 STOKES ROAD, SUITE B-11

TELE: 609-955-5222

December 15, 2025

Christopher K. Koutsouris, Esq. [∞]^Ω
Katherine T. Gomolson, Esq. ^π

[∞]Admitted to Practice in NJ & NY
^π Admitted to Practice in NJ, PA & CO
^Ω Certified by the Supreme Court of NJ
as a Municipal Court Law Attorney

Sarah Ocicki, QPA
Finance Department
Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540

RE: Proposal for Service as Municipal Prosecutor for 2026 Calendar Year

Dear Ms. Ocicki:

I am pleased to provide my proposal in support of my request to be considered by the Municipality of Princeton for reappointment as Municipal Prosecutor for the 2026 calendar year. I have enclosed my personal curriculum vitae as well as those of members of our firm. If I am selected to continue to serve as the Municipal Prosecutor, I would serve as the primary contact person for all issues relating to service in that position. I would be assisted in servicing the Municipality by my partner, Katherine T. Gomolson, Esquire and our associates Eugene Racz, Esquire, Kevin Holleran, Esquire, Joanna Perilli, Esquire & Carol Gold, Esquire.

I am pleased to announce a history of demonstrated success in serving as municipal court prosecutor in various municipalities throughout the region. In addition to my past and present service to the Municipality of Princeton, I also currently serve as the Municipal Prosecutor for the Municipalities of Tabernacle, Woodland, Medford, North Hanover, New Hanover, Bordentown, Hamilton Township, Robbinsville, Hightstown, Cherry Hill and Washington Township (Gloucester County). I also serve as Conflict Municipal Prosecutor in Ewing Township, Moorestown, Haddon Township and the Mantua Joint Municipal Court. In the past, I proudly served the Municipalities of Riverside, Manchester, Southampton, Lumberton, Bass River, Lakehurst & Beach Haven. I have also served as the Alternate and/or Conflict Municipal Prosecutor for the Borough of Seaside Park, Township of Berkeley, Medford Lakes, Borough of Pemberton, Township of Pemberton, Trenton, East Windsor, West Windsor and Plainsboro. In each of the municipalities that I have served I feel that I have built a great rapport with both the Municipal Court Staff and the staff of the local Police Department. In fact, when serving as municipal prosecutor I make it a point to provide the members of the police departments I serve with my cell phone number and email address so that each officer can contact me on off-hours — including weekends — to discuss any issues that may arise.

My municipal court practice extends beyond prosecution. It should be noted that, as is permitted by law, outside of those counties in which I prosecute I do maintain a municipal court defense practice. In the past, I served in the position of municipal public defender in the Township of Lacey, Township of Upper Freehold,

Sarah Ocicki, Qualified Purchasing Agent

RE: Proposal for Service as Municipal Prosecutor for 2025 Calendar Year

December 15, 2025

Page 2

Borough of Englishtown, Borough of Harvey Cedars Borough of Allentown, Township of Manchester, Township of Wall, Borough of Matawan, Township of Marlboro, Borough of Seaside Heights and Township of Brick. I also maintain private defense cases to which I attend on a regular basis. I find that representation of parties on both sides, albeit in different counties, allows me to see issues from a unique perspective which has proven very helpful in resolving cases in a fair and just manner. It also means that I have had ample opportunity to hone my trial skills.

I am very pleased to inform the governing body that I am a member of the New Jersey Municipal Prosecutors Association. I am also very proud to be from among a small handful of attorneys who have the distinction of being recognized by the Supreme Court of the State of New Jersey as a Certified Municipal Court Law Attorney. I am even more honored to have been selected to serve among the very-first group of attorneys in the State of New Jersey ever to be given the honor and distinction to declare themselves certified in this field of practice as a trial attorney. I am of course available to accommodate any required meetings and court sessions if I am honored to be selected to continue to provide service as Municipal Prosecutor.

I have attached hereto for your review evidence of compliance with the New Jersey affirmative action requirements, a copy of my New Jersey Business Registration Certificate and a Certificate of Insurance which complies with those requirements set forth in the RFP.

I do not have any immediate relatives who are municipal employees or elected officials in the Municipality of Princeton. I am pleased to inform you that my firm has never been involved in any bankruptcy or re-organization proceedings at any time during its pendency.

In the event that we are selected to continue to serve as Municipal Prosecutor, I would request that my compensation continue at the currently established rate of \$600.00 per attended Court Session. For out of pocket expenditures, we would seek reimbursement for actual costs, noting that we do not seek reimbursement for reproduction costs beyond those permitted by the Open Public Records Act. I do request that the governing body take note that my firm does not request compensation for the enormous amount of time expended for administrative activities related to my representation as Municipal Prosecutor, nor do I seek reimbursement for the time expended by our administrative staff in case preparation.

Although I believe that my long history of demonstrated success, commitment and service to the people residing in municipalities throughout the region speaks for itself, I believe it is important that the Governing Body speak with persons who are familiar with the quality of service that this firm consistently provides. I therefore request that the Governing Body consider speaking with the following individuals:

Sheriff Michael Mastronardi

Address: 120 Hooper Avenue, Toms River, New Jersey 08754

Phone: (732) 929-2044

Director Martin Masseroni (Mercer County Police Academy; Ret. Chief of Police)

Address: 1200 Old Trenton Road, West Windsor, New Jersey 08550

Phone: (609) 584-2301

John Hartmann, Esquire

Address: 50 Princeton Hightstown Rd, Princeton Junction, New Jersey 08550

Phone: (609) 577-7541

Sarah Ocicki, Qualified Purchasing Agent

RE: Proposal for Service as Municipal Prosecutor for 2026 Calendar Year

December 15, 2025

Page 3

Richard Kelly, Esquire

Address: 489 Yardville Hamilton Square Rd, Trenton, New Jersey 08691

Phone: (609) 585-0100

I would be happy to meet with you or the Governing Body to discuss our request at greater length. In the event that you have any questions or we can be of additional assistance, please do not hesitate to contact our office.

Very truly yours,



CHRISTOPHER K. KOUTSOURIS

Enclosures

PROFESSIONAL SERVICES AGREEMENT FOR THE MUNICIPAL PROSECUTOR

THIS AGREEMENT ("Agreement" or "agreement") is by and between PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and KG LAW GROUP, LLC, 520 Stokes Road, Suite B-11, Medford, New Jersey 08055 (hereinafter referred to as "CONSULTANT".)

WITNESS

WHEREAS, PRINCETON desires to obtain the services of a Municipal Prosecutor; and

WHEREAS, on December 15, 2025, CONSULTANT provided a written proposal to PRINCETON for purposes of performing the sought-after professional services to PRINCETON, a copy of which is attached as Exhibit B hereto; and

WHEREAS, by resolution, the Council awarded an agreement for professional services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between PRINCETON and CONSULTANT as follows:

1. Scope of Services.

a. In consideration for payment of the cost set forth in Section 3 below, CONSULTANT shall use its best efforts to perform professional services and other related duties as set forth in the CONSULTANT'S proposal, a copy of which is attached hereto as Exhibit B and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT'S proposal and this Agreement, the terms of this Agreement shall control.

2. Contract Term.

a. This Agreement shall become effective as of **January 1, 2026**, and shall terminate on **December 31, 2026**, unless terminated sooner pursuant to the termination provisions set forth in subsection 2b. below.

b. The Agreement may be terminated by either party, by giving thirty (30) days advanced written notice to the other, to the address as set forth on page 1 above.

3. Compensation; Manner of Payment.

a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed seventy-eight thousand dollars and zero cents (\$78,000.00), subject to annual budgetary appropriations, at the rate set forth in CONSULTANT'S proposal.

b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit B. CONSULTANT shall give written notice to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the

compensation set forth in paragraph 3a.

- c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of invoice and an audited and approved signed voucher.

4. Terms and Conditions.

- a. CONSULTANT shall take note of and comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 regarding Affirmative Action/ Equal Employment Opportunity and the Americans with Disabilities Act. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit A.
- b. CONSULTANT shall take note of and comply with the requirements of P.L. 2004, c.57 (N.J.S.A. 52:32-44 et seq.) regarding Business Registration and Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
- c. The Terms and Conditions printed on the purchase order issued by PRINCETON to CONSULTANT shall be incorporated into this agreement per the attached Exhibit D.

5. Political Contributions.

- a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the services as described herein. This Agreement was not awarded through a “fair and open process” as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution that is reportable by the recipient under P.L. 1973, c.83, N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$200.00), in the one (1) year period preceding the award of this Agreement nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.
- b. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if CONSULTANT receives in a calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity. It is CONSULTANT’S responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

6. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers’

compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured and as the certificate holder on such policies.

- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the CONSULTANT'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.
- c. It is also agreed that the acceptance of the final payment by the CONSULTANT 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 CONSULTANT'S obligations under this contract.

7. Complete Agreement.

- a. This Agreement and any attachments hereto or incorporated by reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

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

ATTEST:

**PRINCETON, a municipal corporation of
the State of New Jersey**

By: _____
Dawn M. Mount, Municipal Clerk

By: _____
Mark Freda, Mayor

Date: _____

Date: _____

WITNESS:

KG LAW GROUP, LLC

By: _____

By: _____
Authorized Representative

Date: _____

Date: _____

EXHIBIT A

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 SERVICE 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 court 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 AA302 (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 an 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 an Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

KG LAW GROUP LLC



KG LAW GROUP
JUSTICE IS OUR MISSION

520 STOKES ROAD, SUITE B-11

TELE: 609-955-5222

December 15, 2025

Christopher K. Koutsouris, Esq. ^{∞Ω}
Katherine T. Gomolson, Esq. ^π

[∞]Admitted to Practice in NJ & NY
^π Admitted to Practice in NJ, PA & CO
^Ω Certified by the Supreme Court of NJ
as a Municipal Court Law Attorney

Sarah Ocicki, QPA
Finance Department
Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540

RE: Proposal for Service as Municipal Prosecutor for 2026 Calendar Year

Dear Ms. Ocicki:

I am pleased to provide my proposal in support of my request to be considered by the Municipality of Princeton for reappointment as Municipal Prosecutor for the 2026 calendar year. I have enclosed my personal curriculum vitae as well as those of members of our firm. If I am selected to continue to serve as the Municipal Prosecutor, I would serve as the primary contact person for all issues relating to service in that position. I would be assisted in servicing the Municipality by my partner, Katherine T. Gomolson, Esquire and our associates Eugene Racz, Esquire, Kevin Holleran, Esquire, Joanna Perilli, Esquire & Carol Gold, Esquire.

I am pleased to announce a history of demonstrated success in serving as municipal court prosecutor in various municipalities throughout the region. In addition to my past and present service to the Municipality of Princeton, I also currently serve as the Municipal Prosecutor for the Municipalities of Tabernacle, Woodland, Medford, North Hanover, New Hanover, Bordentown, Hamilton Township, Robbinsville, Hightstown, Cherry Hill and Washington Township (Gloucester County). I also serve as Conflict Municipal Prosecutor in Ewing Township, Moorestown, Haddon Township and the Mantua Joint Municipal Court. In the past, I proudly served the Municipalities of Riverside, Manchester, Southampton, Lumberton, Bass River, Lakehurst & Beach Haven. I have also served as the Alternate and/or Conflict Municipal Prosecutor for the Borough of Seaside Park, Township of Berkeley, Medford Lakes, Borough of Pemberton, Township of Pemberton, Trenton, East Windsor, West Windsor and Plainsboro. In each of the municipalities that I have served I feel that I have built a great rapport with both the Municipal Court Staff and the staff of the local Police Department. In fact, when serving as municipal prosecutor I make it a point to provide the members of the police departments I serve with my cell phone number and email address so that each officer can contact me on off-hours — including weekends — to discuss any issues that may arise.

My municipal court practice extends beyond prosecution. It should be noted that, as is permitted by law, outside of those counties in which I prosecute I do maintain a municipal court defense practice. In the past, I served in the position of municipal public defender in the Township of Lacey, Township of Upper Freehold,

Sarah Ocicki, Qualified Purchasing Agent

RE: Proposal for Service as Municipal Prosecutor for 2025 Calendar Year

December 15, 2025

Page 2

Borough of Englishtown, Borough of Harvey Cedars Borough of Allentown, Township of Manchester, Township of Wall, Borough of Matawan, Township of Marlboro, Borough of Seaside Heights and Township of Brick. I also maintain private defense cases to which I attend on a regular basis. I find that representation of parties on both sides, albeit in different counties, allows me to see issues from a unique perspective which has proven very helpful in resolving cases in a fair and just manner. It also means that I have had ample opportunity to hone my trial skills.

I am very pleased to inform the governing body that I am a member of the New Jersey Municipal Prosecutors Association. I am also very proud to be from among a small handful of attorneys who have the distinction of being recognized by the Supreme Court of the State of New Jersey as a Certified Municipal Court Law Attorney. I am even more honored to have been selected to serve among the very-first group of attorneys in the State of New Jersey ever to be given the honor and distinction to declare themselves certified in this field of practice as a trial attorney. I am of course available to accommodate any required meetings and court sessions if I am honored to be selected to continue to provide service as Municipal Prosecutor.

I have attached hereto for your review evidence of compliance with the New Jersey affirmative action requirements, a copy of my New Jersey Business Registration Certificate and a Certificate of Insurance which complies with those requirements set forth in the RFP.

I do not have any immediate relatives who are municipal employees or elected officials in the Municipality of Princeton. I am pleased to inform you that my firm has never been involved in any bankruptcy or re-organization proceedings at any time during its pendency.

In the event that we are selected to continue to serve as Municipal Prosecutor, I would request that my compensation continue at the currently established rate of \$600.00 per attended Court Session. For out of pocket expenditures, we would seek reimbursement for actual costs, noting that we do not seek reimbursement for reproduction costs beyond those permitted by the Open Public Records Act. I do request that the governing body take note that my firm does not request compensation for the enormous amount of time expended for administrative activities related to my representation as Municipal Prosecutor, nor do I seek reimbursement for the time expended by our administrative staff in case preparation.

Although I believe that my long history of demonstrated success, commitment and service to the people residing in municipalities throughout the region speaks for itself, I believe it is important that the Governing Body speak with persons who are familiar with the quality of service that this firm consistently provides. I therefore request that the Governing Body consider speaking with the following individuals:

Sheriff Michael Mastronardi

Address: 120 Hooper Avenue, Toms River, New Jersey 08754

Phone: (732) 929-2044

Director Martin Masseroni (Mercer County Police Academy; Ret. Chief of Police)

Address: 1200 Old Trenton Road, West Windsor, New Jersey 08550

Phone: (609) 584-2301

John Hartmann, Esquire

Address: 50 Princeton Hightstown Rd, Princeton Junction, New Jersey 08550

Phone: (609) 577-7541

Sarah Ocicki, Qualified Purchasing Agent

RE: Proposal for Service as Municipal Prosecutor for 2026 Calendar Year

December 15, 2025

Page 3

Richard Kelly, Esquire

Address: 489 Yardville Hamilton Square Rd, Trenton, New Jersey 08691

Phone: (609) 585-0100

I would be happy to meet with you or the Governing Body to discuss our request at greater length. In the event that you have any questions or we can be of additional assistance, please do not hesitate to contact our office.

Very truly yours,



CHRISTOPHER K. KOUTSOURIS

Enclosures

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, C.315 (N.J.S.A. 52:32-44) requires VENDOR (also "CONTRACTOR") to provide PRINCETON with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A Subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to PRINCETON as provided above. No Contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with PRINCETON unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. PRINCETON will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to PRINCETON a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

EXHIBIT D

TERMS & CONDITIONS

EXEMPTION

Princeton is exempted by statute from payment of all Federal, State, and Municipal excise, sales and other taxes.

FEDERAL I.D. 30-0746654

LEGAL REQUIREMENTS

The vendor agrees to comply with all statutes, rules and regulations and orders set forth by the State of New Jersey, Federal Government, and ordinances of Princeton.

STATE REQUIREMENT (BUSINESS REGISTRATION REQUIREMENT)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-9292

AUTHORIZATION TO PROCEED

Princeton shall not be responsible for materials delivered or services performed delivered without authority of its written order and properly signed and executed by authorized Princeton official (s).

QUALITY & QUANTITY

All materials or services furnished on this order must be as specified, and subject to Princeton officials' inspection and approval within a reasonable time after delivery at destination. Materials other than specified will be returned at the order must not be substituted without the review and approval of authorized Princeton official(s). Materials rejected will be returned at the vendor's risk and expense. Quantities and unit prices specified must be adhered to. In case of a change, it first requires Princeton approval or it will be paid at the quoted price and quantity.

ASSIGNMENT

Neither party shall assign or transfer this order or any interest therein or monies payable ther under without the written consent of the other party and any assignment made without such consent shall be null and void, except that Princeton may assign this order and its interest therein to any affiliated corporation or to any corporation succeeding to Princeton's business without consent of vendor.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contact 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable 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 with out regard to age, creed, color, national origin, ancestry marital status, affectional or sexual orientation, gender identity or expression, disability, national 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

Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-041

Agenda Date: 1/27/2026

Agenda #: 4.

Resolution of the Mayor and Council of Princeton Authorizing the Award of a Professional Services Agreement to the Law Office of Douglas Herring to Serve as the Public Defender for 2026 for an Amount Not to Exceed \$57,500.00

WHEREAS, the Municipality of Princeton (“Princeton”) has a need for the services of a Public Defender; and

WHEREAS, it has been determined that the value of the contract will exceed \$44,000; and

WHEREAS, the Law Office of Douglas Herring provided a proposal for these services for \$600 per court session (one half day) for 2026 for an amount not to exceed \$57,500.00; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law, Princeton may award a contract for professional services without public advertising for bids; and

WHEREAS, this contract is not being awarded as a “fair and open” contract as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.5., the Municipality of Princeton may award a non-fair and open contract to a business entity if, during the preceding one-year period, that business entity has not made a contribution that is reportable by the recipient under P.L. 1973, c.83, N.J.S.A. 19:44A-1 et seq. to any municipal committee of a political party in that municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded; and

WHEREAS, the Law Office of Douglas Herring has completed and submitted the required pay-to-play forms which certify that the Law Office of Douglas Herring has not made any reportable contributions to a candidate committee in the Municipality of Princeton in the previous year, and that the contract will prohibit the Law Office of Douglas Herring from making any reportable contributions through the term of the contract; and

WHEREAS, the Certified Financial Officer has certified that the Municipality of Princeton has appropriated sufficient funds for these services in account 01-201-43-495-299; and

WHEREAS, the term of this contract shall be for twelve months, from January 1, 2026, until December 31, 2026.

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

1. The Mayor and Council, or their designee, are hereby authorized and directed to enter into an agreement with the Law Office of Douglas Herring to Serve as the Public Defender for 2026 for an amount not to exceed \$57,500.00 without competitive bidding as a Professional Service in accordance with N.J.S.A.

40A:11-5(1)(a)(i).

2. The Term of this contract shall be for twelve months, from January 1, 2026, until December 31, 2026.
3. A copy of this Resolution, Pay-to-Play Forms, and contract will be kept on file in the Office of the Clerk.
4. Notice of this action shall be published in the official newspaper as required by law.

PROFESSIONAL SERVICES AGREEMENT FOR THE PUBLIC DEFENDER

THIS AGREEMENT ("Agreement" or "agreement") is by and between PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and THE LAW OFFICE OF DOUGLAS HERRING, 475 Wall Street, Princeton, New Jersey 08540 (hereinafter referred to as "CONSULTANT".)

WITNESS

WHEREAS, PRINCETON desires to obtain the services of a Public Defender for 2026; and

WHEREAS, on December 19, 2025, CONSULTANT provided a written proposal to PRINCETON for purposes of performing the sought-after professional services to PRINCETON, a copy of which is attached as Exhibit B hereto; and

WHEREAS, by resolution, the Council awarded an agreement for professional services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between PRINCETON and CONSULTANT as follows:

1. Scope of Services.

- a. In consideration for payment of the cost set forth in Section 3 below, CONSULTANT shall use its best efforts to perform professional services and other related duties as set forth in the CONSULTANT'S proposal, a copy of which is attached hereto as Exhibit B and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT'S proposal and this Agreement, the terms of this Agreement shall control.

2. Contract Term.

- a. This Agreement shall become effective as of **January 1, 2026**, and shall terminate on **December 31, 2026**, unless terminated sooner pursuant to the termination provisions set forth in subsection 2b. below.
- b. The Agreement may be terminated by either party, by giving thirty (30) days advanced written notice to the other, to the address as set forth on page 1 above.

3. Compensation; Manner of Payment.

- a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed fifty-seven thousand, five hundred dollars and zero cents (\$57,500.00), subject to annual budgetary appropriations, at the rate set forth in CONSULTANT'S proposal.
- b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit B. CONSULTANT shall give written notice

to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the compensation set forth in paragraph 3a.

- c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of invoice and an audited and approved signed voucher.

4. Terms and Conditions.

- a. CONSULTANT shall take note of and comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 regarding Affirmative Action/ Equal Employment Opportunity and the Americans with Disabilities Act. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit A.
- b. CONSULTANT shall take note of and comply with the requirements of P.L. 2004, c.57 (N.J.S.A. 52:32-44 et seq.) regarding Business Registration and Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
- c. The Terms and Conditions printed on the purchase order issued by PRINCETON to CONSULTANT shall be incorporated into this agreement per the attached Exhibit D.

5. Political Contributions.

- a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the services as described herein. This Agreement was not awarded through a “fair and open process” as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution that is reportable by the recipient under P.L. 1973, c.83, N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$200.00), in the one (1) year period preceding the award of this Agreement nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.
- b. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if CONSULTANT receives in a calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity. It is CONSULTANT’S responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

6. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate

of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured and as the certificate holder on such policies.

- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the CONSULTANT'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.
- c. It is also agreed that the acceptance of the final payment by the CONSULTANT 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 CONSULTANT'S obligations under this contract.

7. Complete Agreement.

- a. This Agreement and any attachments hereto or incorporated by reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

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

ATTEST:

PRINCETON, a municipal corporation of the State of New Jersey

By: _____
Dawn M. Mount, Municipal Clerk

Date:

By: _____
Mark Freda, Mayor

Date:

WITNESS:

THE LAW OFFICE OF DOUGLAS HERRING

By:

By: _____
Authorized Representative

Date:

Date:

EXHIBIT A

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 SERVICE 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 court 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 AA302 (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 an 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 an Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

December 19, 2025

Municipality of Princeton
Attn: Sarah Ocicki
400 Witherspoon Street
Princeton, New Jersey 08540
socicki@princetonnj.gov

RE: Proposal for the Public Defender for the Municipality of Princeton - December 2025

Dear Ms. Ocicki:

I am writing to provide my proposal to be considered for the position of Municipal Public Defender for Princeton. Mr. Michael Barrett of the firm Bergman & Barrett, who has been the public defender, informed me that he will be stepping down from the position at the end of this year. I would be glad to apply for the position of municipal public defender for the Princeton Municipal Court.

Following are my responses to the Request for Proposals for the Public Defender for the Municipality of Princeton - December 2025.

1. Name of Respondent and New Jersey attorney ID number:

DOUGLAS HERRING

(NJ Attorney ID 6762008)

2. Copies of professional federal and/or state licenses

Please see attached Supreme Court of New Jersey - Certificate of Good Standing

3. Respondent shall provide a flat rate cost proposal for each regular court session and special court session attended, inclusive of pre- and post-court session preparation and work. A court session is a half day, or any portion thereof.

I would propose to be compensated as the same rate as the prior professional in this position, which I believe was a contract amount of \$600 per court session (one half day), regardless of type, for a total not-to-exceed cost of \$57,500.

4. The address and telephone number of Respondent's principal place of business and all other offices

**Law Office of Douglas Herring
475 Wall Street
Princeton, New Jersey 08540
(609) 256-4098**

5. A description of relevant education

Loyola Law School, Los Angeles

Juris Doctor

- Top 20%; Dean's Honor Roll 1995-1996, 1996-1997
- AM JUR AWARD: Advanced Negotiation Techniques (Spring 1997)
- Chief Articles Editor, Loyola of Los Angeles International & Comparative Law
- Published Article on International Pharmaceutical Smuggling
- Trial Advocacy Competition: Finalist 1995 & 1996

Washington University in St. Louis

B.A. Biology & Psychology

6. A statement describing their experience and qualifications as Public Defender, including, but not limited to: Respondent's experience defending parking tickets, Respondent's experience defending offenses in public entities with metered parking, Examples of Respondent's record of success, or significant achievements, servicing public entities.

I have served as Conflict Municipal Public Defender for both Princeton Township and Lawrence Township, providing comprehensive representation to indigent defendants in all phases of municipal proceedings. In addition, I have over a decade of private criminal defense practice and prior prosecutorial service at the municipal, superior, and federal levels.

In my private criminal defense practice and conflict public defender appointments, I have regularly represented clients charged with various traffic violations. I understand that parking violations, while seemingly minor, can have significant impacts on clients and require the same diligent advocacy as any other municipal matter.

I have a record of success and achievements in servicing public entities, as follows:

- **I have been a conflict public defender for both Princeton and Lawrence Townships.**
- **I was a prosecutor for the Los Angeles District Attorney's Office, the United States Attorney's Office for the District of New Jersey, and the Middlesex County Prosecutor's Office. I conducted over 100 jury trials during my time as prosecutor, including complex criminal matters and murders.**

7. At least four (4) municipal government references, three (3) of which must have knowledge of Respondent's municipal court and criminal law practice

Susan F. Shapiro
Court Administrator
Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540
(609) 924-5042
ssapiro@princetonnj.gov

Chris Koutsouris
Municipal Prosecutor
Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540
(609) 924-5042
ckoutsouris@princetonnj.gov

Amy Podolski
Court Administrator
West Windsor Court
271 Clarksville Rd.
West Windsor Township, NJ 08550
(609) 799-0915
amy.podolski@njcourts.gov

Margaret Umbro, CMCA
Township of Hopewell Municipal Court, Mercer County, NJ
201 Wash Cross Penn Road
Titusville, NJ 08560
(609) 737-1035
mumbro@hopewelltwp.org

Christopher "Kip" Bateman
Municipal Prosecutor
Municipality of Hillsborough, Montgomery, Manville, & Branchburg
DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, New Jersey 07059
(908) 757-7800
prosecutor@hillsborough-nj.org

8. A statement regarding staffing, including the familiarity and location of key staff, that demonstrates the Respondent's ability to provide services in a timely fashion

I am a full-time criminal defense attorney focused on superior court and municipal court defense. I have structured my firm to deliver prompt, reliable, and continuous legal services through a carefully organized staffing model and well-established administrative systems.

I have a full-time, in-office employee who manages critical administrative functions including case management, calendaring, client communications, discovery coordination, and document preparation.

To further ensure accessibility and responsiveness, the firm employs a professional remote telephone receptionist service that answers all incoming calls both during and outside of normal business hours. This system guarantees that clients, courts, and prosecutors can reach the firm without delay, and that messages are promptly routed to the appropriate personnel.

All key staff are familiar with municipal court procedures, local rules, and the expectations of Princeton Municipal Court. The firm understands the importance of timely responsiveness and has built its practice around meeting these demands consistently.

9. A list of all immediate relatives of Principal(s) of Respondent who are municipal employees or elected officials of the Municipality. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation

NONE

10. A statement declaring whether Respondent or their business organization is now or has been involved in any bankruptcy or re-organization proceedings, or any ethics complaint, in the last ten (10) years (other than in matters for which Respondent or its business organization have served in a representative capacity). If yes, Respondent shall include a statement of explanation

NONE

11. A statement declaring whether the Respondent is interested in being considered for a position as Conflict Public Defender, should the Municipality choose to appoint one to fill in when the Public Defender has a conflict or is otherwise unable to attend a court session, in the event that the Respondent is not selected for the position of Public Defender

Currently appointed as Conflict Public Defender as needed.

12. All forms and certifications required by this Request for Proposals

Please see attached:

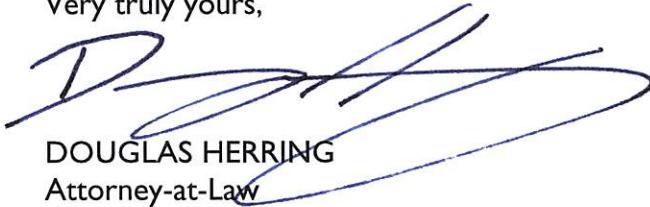
- **Mandatory Equal Employment Opportunity Language**
- **Political Contribution Disclosure Form**
- **Political Contribution Disclosure Form signed**
- **Business Entity Disclosure Certification**
- **Business Entity Disclosure Certification**
- **Statement of Ownership Disclosure**
- **Disclosure of Investment Activity in Iran**
- **Certification of Non-Involvement in Prohibited Activities in Russia and Belarus**
- **Acknowledgement of Insurance Requirements**
- **Certificate of Liability Insurance**
- **State of New Jersey Business Registration Certificate**

13. Any other information that the interested Respondent deems relevant

Please see attached resume.

Thank you for considering my application. If you have any questions or concerns, please contact me at DHerring@HerringDefense.com or by phone at (609) 256-4098.

Very truly yours,



DOUGLAS HERRING
Attorney-at-Law

DOUGLAS HERRING

Criminal Defense Attorney – Municipal Public Defender



(609) 256-4098
DHerring@HerringDefense.com
Law Office of Douglas Herring
475 Wall St., Princeton, NJ 08540

Legal Memberships

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DUI Defense Lawyers Association

National College for DUI Defense

National Trial Lawyers Association

Mercer County Bar Association

Education

Loyola Law School Los Angeles

(*Juris Doctor*)

Dean's Honor Roll
Chief Articles Editor

Washington University in St. Louis

(*B.A. Biology & Psychology*)

Relevant Skills

- Municipal court experience
- Litigation
- Conflict resolution
- Certified in field sobriety testing

Community Involvement

- Volunteer EMT
- Newspaper photographer

CRIMINAL DEFENSE ATTORNEY

Law Office of Douglas Herring (2014 - present)

- Represented clients in all stages of criminal proceedings, including pre-trial hearings, trial, and post-conviction.
- Conducted legal research, prepare motions, and present persuasive arguments in municipal and superior courts.
- Negotiated hundreds of plea agreements resulting in efficient case resolutions while protecting client rights.
- Maintained timely communication with clients.
- Earned 200+ five-star Google reviews.

CONFLICT MUNICIPAL PUBLIC DEFENDER

Princeton Township & Lawrence Township (2018 - present)

- Represented appointed clients in all phases of municipal proceedings, from arraignment through trial and post-resolution.
- Managed high-volume municipal dockets, ensuring cases proceeded efficiently.
- Ensured clear communication with clients for informed decision-making and understanding of legal rights.

ASSISTANT PROSECUTOR

Middlesex County Prosecutor's Office (2009 - 2014)

- Investigated, organized, and argued hundreds of cases from initial complaint through sentencing.
- Experienced with case management and negotiations.
- Conducted jury trials including homicides, assault on police officers, and complex embezzlement cases.

ASSISTANT UNITED STATES ATTORNEY

United States Attorney's Office (2008 - 2009)

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- Conducted hearings, trials, and negotiated resolutions.

DEPUTY DISTRICT ATTORNEY

Los Angeles County District Attorney's Office (1998 - 2007)

- Organized and litigated cases in hundreds of cases in municipal court and superior court.
- Assigned to elite Gang Unit in Compton.
- Over 100 jury trials – including over 20 murders.

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, C.315 (N.J.S.A. 52:32-44) requires VENDOR (also "CONTRACTOR") to provide PRINCETON with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A Subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to PRINCETON as provided above. No Contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with PRINCETON unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. PRINCETON will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to PRINCETON a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

EXHIBIT D

TERMS & CONDITIONS

EXEMPTION

Princeton is exempted by statute from payment of all Federal, State, and Municipal excise, sales and other taxes.

FEDERAL I.D. 30-0746654

LEGAL REQUIREMENTS

The vendor agrees to comply with all statutes, rules and regulations and orders set forth by the State of New Jersey, Federal Government, and ordinances of Princeton.

STATE REQUIREMENT (BUSINESS REGISTRATION REQUIREMENT)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-9292

AUTHORIZATION TO PROCEED

Princeton shall not be responsible for materials delivered or services performed delivered without authority of its written order and properly signed and executed by authorized Princeton official(s).

QUALITY & QUANTITY

All materials or services furnished on this order must be as specified, and subject to Princeton officials' inspection and approval within a reasonable time after delivery at destination. Materials other than specified will be returned at the order must not be substituted without the review and approval of authorized Princeton official(s). Materials rejected will be returned at the vendor's risk and expense. Quantities and unit prices specified must be adhered to. In case of a change, it first requires Princeton approval or it will be paid at the quoted price and quantity.

ASSIGNMENT

Neither party shall assign or transfer this order or any interest therein or monies payable ther under without the written consent of the other party and any assignment made without such consent shall be null and void, except that Princeton may assign this order and its interest therein to any affiliated corporation or to any corporation succeeding to Princeton's business without consent of vendor.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contact 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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.

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Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

December 19, 2025

Municipality of Princeton
Attn: Sarah Ocicki
400 Witherspoon Street
Princeton, New Jersey 08540
socicki@princetonnj.gov

RE: Proposal for the Public Defender for the Municipality of Princeton - December 2025

Dear Ms. Ocicki:

I am writing to provide my proposal to be considered for the position of Municipal Public Defender for Princeton. Mr. Michael Barrett of the firm Bergman & Barrett, who has been the public defender, informed me that he will be stepping down from the position at the end of this year. I would be glad to apply for the position of municipal public defender for the Princeton Municipal Court.

Following are my responses to the Request for Proposals for the Public Defender for the Municipality of Princeton - December 2025.

1. Name of Respondent and New Jersey attorney ID number:

DOUGLAS HERRING

(NJ Attorney ID 6762008)

2. Copies of professional federal and/or state licenses

Please see attached Supreme Court of New Jersey - Certificate of Good Standing

3. Respondent shall provide a flat rate cost proposal for each regular court session and special court session attended, inclusive of pre- and post-court session preparation and work. A court session is a half day, or any portion thereof.

I would propose to be compensated as the same rate as the prior professional in this position, which I believe was a contract amount of \$600 per court session (one half day), regardless of type, for a total not-to-exceed cost of \$57,500.

4. The address and telephone number of Respondent's principal place of business and all other offices

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475 Wall Street
Princeton, New Jersey 08540
(609) 256-4098**

5. A description of relevant education

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Juris Doctor

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- Published Article on International Pharmaceutical Smuggling
- Trial Advocacy Competition: Finalist 1995 & 1996

Washington University in St. Louis

B.A. Biology & Psychology

6. A statement describing their experience and qualifications as Public Defender, including, but not limited to: Respondent's experience defending parking tickets, Respondent's experience defending offenses in public entities with metered parking, Examples of Respondent's record of success, or significant achievements, servicing public entities.

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ssapiro@princetonnj.gov

Chris Koutsouris
Municipal Prosecutor
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Amy Podolski
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West Windsor Township, NJ 08550
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8. A statement regarding staffing, including the familiarity and location of key staff, that demonstrates the Respondent's ability to provide services in a timely fashion

I am a full-time criminal defense attorney focused on superior court and municipal court defense. I have structured my firm to deliver prompt, reliable, and continuous legal services through a carefully organized staffing model and well-established administrative systems.

I have a full-time, in-office employee who manages critical administrative functions including case management, calendaring, client communications, discovery coordination, and document preparation.

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NONE

10. A statement declaring whether Respondent or their business organization is now or has been involved in any bankruptcy or re-organization proceedings, or any ethics complaint, in the last ten (10) years (other than in matters for which Respondent or its business organization have served in a representative capacity). If yes, Respondent shall include a statement of explanation

NONE

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Currently appointed as Conflict Public Defender as needed.

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Please see attached:

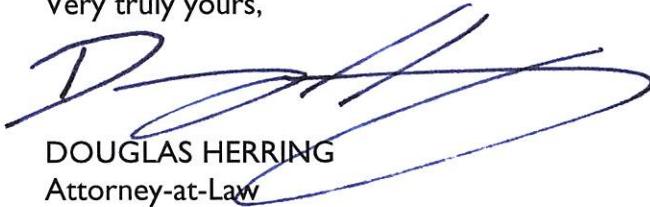
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- **Political Contribution Disclosure Form**
- **Political Contribution Disclosure Form signed**
- **Business Entity Disclosure Certification**
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- **Acknowledgement of Insurance Requirements**
- **Certificate of Liability Insurance**
- **State of New Jersey Business Registration Certificate**

13. Any other information that the interested Respondent deems relevant

Please see attached resume.

Thank you for considering my application. If you have any questions or concerns, please contact me at DHerring@HerringDefense.com or by phone at (609) 256-4098.

Very truly yours,



DOUGLAS HERRING
Attorney-at-Law

DOUGLAS HERRING

Criminal Defense Attorney – Municipal Public Defender



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DHerring@HerringDefense.com
Law Office of Douglas Herring
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National College for DUI Defense

National Trial Lawyers Association

Mercer County Bar Association

Education

Loyola Law School Los Angeles

(Juris Doctor)

Dean's Honor Roll
Chief Articles Editor

Washington University in St. Louis

(B.A. Biology & Psychology)

Relevant Skills

- Municipal court experience
- Litigation
- Conflict resolution
- Certified in field sobriety testing

Community Involvement

- Volunteer EMT
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- Represented clients in all stages of criminal proceedings, including pre-trial hearings, trial, and post-conviction.
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- Assigned to elite Gang Unit in Compton.
- Over 100 jury trials – including over 20 murders.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-042

Agenda Date: 1/27/2026

Agenda #: 5.

Resolution of the Mayor and Council of Princeton Authorizing the Award of a Professional Services Agreement to Princeton Hydro, LLC for Phase III of a Stormwater Utility Feasibility Study for an Amount Not to Exceed \$256,100.00

WHEREAS, the Municipality of Princeton (“Princeton”) has a need for an engineering consultant to provide services in connection with a stormwater utility feasibility study; and

WHEREAS, it has been determined that the value of the contract will exceed \$53,000; and

WHEREAS, Princeton Hydro, LLC has provided a proposal to Princeton for the purpose of performing these services for an amount not to exceed \$256,100.00; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law, Princeton may award a contract for professional services without public advertising for bids; and

WHEREAS, this contract is not being awarded as a “fair and open” contract as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.5., Princeton may award a non-fair and open contract to a business entity if, during the preceding one-year period, that business entity has not made a contribution that is reportable by the recipient under P.L. 1973, c.83, N.J.S.A. 19:44A-1 et seq. to any municipal committee of a political party in that municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded; and

WHEREAS, Princeton Hydro, LLC has completed and submitted the required pay-to-play forms which certify that Princeton Hydro, LLC has not made any reportable contributions to a candidate committee in Princeton in the previous year, and that the contract will prohibit Princeton Hydro, LLC from making any reportable contributions through the term of the contract; and

WHEREAS, the Certified Financial Officer has certified that sufficient funds are available for these services in accounts 04-215-23-019-076-302 and 04-215-24-014-076-335; and

WHEREAS, the term of this contract shall be twelve months.

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

1. The Mayor and Council, or their designee, are hereby authorized and directed to enter into an agreement with Princeton Hydro, LLC to for Phase III of a Stormwater Utility Feasibility Study for an amount not to exceed \$256,100.00 without competitive bidding as a Professional Service in accordance with N.J.S.A. 40A:11-5(1)(a)(i).
2. The Term of this contract shall be for twelve months.
3. A copy of this Resolution, Pay-to-Play Forms, and contract will be kept on file in the Office of the Clerk.
4. Notice of this action will be placed in the official newspaper as required by law.

**PROFESSIONAL SERVICES AGREEMENT FOR PHASE III OF A STORMWATER
UTILITY FEASIBILITY STUDY**

THIS AGREEMENT ("Agreement" or "agreement") is by and between THE MUNICIPALITY OF PRINCETON ("PRINCETON"), a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and PRINCETON HYDRO, LLC, 35 Clark Street, Suite 200, Trenton, New Jersey 08611 (hereinafter referred to as "CONSULTANT".)

WITNESS

WHEREAS, PRINCETON desires to obtain professional services in connection with a stormwater utility feasibility study; and

WHEREAS, in January 2026, CONSULTANT provided a written proposal to PRINCETON for purposes of performing the sought-after professional services to PRINCETON, a copy of which is attached as Exhibit B hereto; and

WHEREAS, by resolution, the Council awarded an agreement for professional services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between PRINCETON and CONSULTANT as follows:

1. Scope of Services.

- a. In consideration for payment of the cost set forth in Section 3 below, CONSULTANT shall use its best efforts to perform professional services and other related duties as set forth in the CONSULTANT'S proposal, a copy of which is attached hereto as Exhibit B and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT'S proposal and this Agreement, the terms of this Agreement shall control.

2. Contract Term.

- a. This Agreement shall become effective upon the date of the final signature below.
- b. This Agreement shall expire twelve months from the effective date, unless terminated sooner pursuant to the termination provisions set forth in subsection 2c. below.
- c. The Agreement may be terminated by either party, by giving thirty (30) days advanced written notice to the other, to the address as set forth on page 1 above.

3. Compensation; Manner of Payment.

- a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed two hundred fifty-six thousand, one hundred dollars and zero cents (\$256,100.00), subject to annual budgetary appropriations.

- b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit B. CONSULTANT shall give written notice to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the compensation set forth in paragraph 3a.
- c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of invoice and an audited and approved signed voucher.

4. Terms and Conditions.

- a. CONSULTANT shall take note of and comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 regarding Affirmative Action/ Equal Employment Opportunity and the Americans with Disabilities Act. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit A.
- b. CONSULTANT shall take note of and comply with the requirements of P.L. 2004, c.57 (N.J.S.A. 52:32-44 et seq.) regarding Business Registration and Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
- c. The Terms and Conditions printed on the purchase order issued by PRINCETON to CONSULTANT shall be incorporated into this agreement per the attached Exhibit D.

5. Political Contributions.

- a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the services as described herein. This Agreement was not awarded through a “fair and open process” as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution that is reportable by the recipient under P.L. 1973, c.83, N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$200.00), in the one (1) year period preceding the award of this Agreement nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.
- b. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if CONSULTANT receives in a calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity. It is CONSULTANT’S responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

6. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured and as the certificate holder on such policies.
- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the CONSULTANT'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.
- c. It is also agreed that the acceptance of the final payment by the CONSULTANT 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 CONSULTANT'S obligations under this contract.

7. Complete Agreement.

- a. This Agreement and any attachments hereto or incorporated by reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

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

ATTEST:

THE MUNICIPALITY OF PRINCETON

By: _____
Dawn M. Mount, Municipal Clerk

By: _____
Mark Freda, Mayor

Date: _____

Date: _____

WITNESS:

PRINCETON HYDRO, LLC

By: _____

By: _____
Authorized Representative

Date: _____

Date: _____

EXHIBIT A

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 SERVICE 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 court 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 AA302 (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 an 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 an Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

EXHIBIT B

STORMWATER UTILITY FEASIBILITY STUDY PROPOSAL

PRINCETON, NJ

JANUARY 2026

PREPARED FOR:

DEANNA STOCKTON, PE,
MUNICIPAL ENGINEER
MUNICIPALITY OF PRINCETON
400 WITHERSPOON STREET
PRINCETON, NJ 08540

PREPARED BY:

PRINCETON HYDRO, LLC
35 CLARK STREET, SUITE 200
TRENTON, NJ 08611
908-237-5660





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PHASE III: IMPLEMENTATION PLAN

Phase III of the Princeton Stormwater Utility (SWU) Feasibility Study focuses on finalizing the framework for implementing a stormwater utility program. This phase is built upon prior analyses and stakeholder engagement to evaluate program options, refine and finalize programs, as well as deliver actionable policies, rate structures, and public outreach strategies. The work will ensure compliance with municipal and State requirements, provide financial modeling, and prepare the Council for decision-making. The Team will work with the Municipality to address critical questions that must be answered to gain community support. Through a series of workshops, information sessions, meetings, and memorandums, we will ensure that all key stakeholders are engaged and informed throughout the key milestones of Phase III.

PHASE III: CRITICAL OBJECTIVES

- ★ Develop and finalize stormwater utility rate structure and associated policy recommendations
- ★ Continued Focus Group input on program and fee & public education on stormwater utilities
- ★ Develop and evaluate a tiered rate structure
- ★ Refine program plan and cost model options with Council
- ★ Establish credit and incentive programs as required by State mandate
- ★ Prepare draft stormwater utility ordinance and supporting documentation for adoption
- ★ Develop the draft Master Account File
- ★ Establish final program, staffing, policy, and utility structure

TASKS AND DELIVERABLES

TASK 1: FOCUS GROUP & CLIENT COORDINATION MEETINGS

The Project Team will conduct (12) monthly, one-hour, virtual, Steering Committee meetings that include the newly formed stormwater utility subcommittee, Finance Committee members, and others as needed, to progress the project with appropriate Municipal staff to discuss each step. Four (4) additional, virtual policy-focused discussions will be held with Municipal staff to evaluate policy options for advancement as part of this phase. These meetings are intended to serve as discussion and decision-making sessions on progressive policy items inherent in designing a stormwater utility. The Project Team will prepare briefings and/or concisely presented information to facilitate the ability of the Steering Committee to make decisions to progress the program and eventually bring options in front of the full Council.

Task 1 includes one (1) meeting with the Phoenix Advisors to incorporate input from the capital planning being performed under a separate contract that will have intersection with how a stormwater utility will work with financial planning within the Municipality.

Task 1 also includes four (4), two-hour, in-person workshops with the established Stormwater Focus Group (SFG) to continue seeking input on policy, fee and community priorities for the utility. Outreach in Phase III is a follow up to Phase II, where the Team and Municipality staff initiated engagement to provide input and ideas were used to guide and incorporate, as appropriate, the development of the program and user fee structure. In Phase III, this effort will include continued engagement with the SFG through meetings, briefings, and discussions. The purpose of the engagement efforts is to continue the process of transparency and to answer questions that will arise on specific interests and neighborhood concerns. Final policies are developed in Phase III based on the overall inputs from various key stakeholders, the SFG, and the Municipality's Steering Committee.



Deliverables from this task include meeting agendas, memoranda or briefs, background materials, and meeting notes with action items, slide presentations and notes from SFG workshops for distribution.

TASK 2: RATE STRUCTURE FINALIZATION AND MODEL OPTIONS

This task builds off the Phase II findings indicating a residential tiered rate structure may be the most equitable approach for the Municipality to establish fees for single-family homes. The potential tiers and associated thresholds based on square footage of impervious area will be evaluated, and a recommendation will be discussed with staff and incorporated into a final rate structure and model.

Additionally, the Team will work with the Municipal staff to further examine and refine stormwater program plans initiated in Phase II and refine priorities to develop up to three (3) plan options and associated 10-year cost models to demonstrate the evolution of the program over time.

Deliverables from this task include a technical memo on the rate model including all assumptions, proposed tier structure and unit prices; Up to three (3) stormwater program plans that include identified changes to operations and maintenance, capital program, and staffing additions; and a deliberative memo with recommendations for delivery to Council.

TASK 3: MASTER ACCOUNT FILE DRAFT

As part of the Master Account File (MAF) preparation, the digitization and impervious area capture performed in Phase I will be updated for residential parcels to capture changes that may have occurred in the intervening time. Following the update, the MAF itself will be created with updated billing unit counts to ensure alignment with the updated rate model.

Deliverables from this task include a draft of the MAF including parcel attributes and billing units for review by the Municipality as well as protocol for updating the data.

TASK 4: ORDINANCE DRAFT

Working with the Municipality's legal counsel, the project Team will draft elements of the ordinance to create a stormwater utility that incorporates both policy and operating parameters. Existing local ordinances will also be reviewed to identify any that requires an amendment in consideration of the adoption of the utility. Municipal staff will be instrumental in finalizing the terms and conditions of ordinances.

Deliverables for this task include a draft of the stormwater utility ordinance for legal review as well as a matrix identifying related ordinances that require amendment.

TASK 5: NEW JERSEY STORMWATER UTILITY COMPARISON

A summary of stormwater utilities in New Jersey will be prepared for use with the SFG, Council, and public outreach. The summary will include comparative analysis of basic service factors, policies, and credits for benchmarking to inform Princeton's utility design and outreach touchstones.

The deliverables for this task include a comparison brief with included tables and key takeaways for public meetings and Council.



TASK 6: UPDATE PUBLIC EDUCATION PLAN AND PUBLIC ENGAGEMENT

The purpose of the public education and engagement effort is to continue the process of transparency and to answer questions that will arise on specific interests and neighborhood concerns. Final policies are developed in Phase III based on the overall inputs from the public, various key stakeholders, the SFG, and the Municipality's Steering Committee. Outreach in Phase III is a follow up to Phase II, where the Team and Municipality staff initiated engagement. In Phase II, the effort provided specific and targeted groups with the opportunity to provide input, and ideas were used to guide and incorporate, as appropriate, the development of the program and user fee structure. In Phase III, this effort will include the activities and deliverables below.

The Public Outreach and Education Plan (POE), initially developed in Phase II will be updated to reflect the schedule and activities for a robust program to meet the public where they are to provide approachable, comprehensive information to the public about stormwater and the proposed utility. The updated POE will further describe target audiences, channels of communication and schedules, including up to six (6) in-person, presentations and/or public information sessions held at key locations and/or existing events within Princeton. Audiences and venues may include community groups like Homeowners Associations, attendees of the Center for Modern Aging, business groups, specific religious organizations and/or buildings, and NGO-sponsored events. The Team will prepare materials for the sessions/events that may include web copy, infographics, and slide decks, which can be vetted and shared on social media via official Municipal channels.

Deliverables for this task include an updated POE plan, presentation materials and recordings as feasible and a content package for Municipal web/social/print use.

TASK 7: FINALIZE POLICY RECOMMENDATIONS FOR COUNCIL ACTION

The Team will prepare a summary of all policy reviewed, developed and/or considered throughout Phase I and Phase II. All outstanding issues to be considered by Council will be addressed in depth with options, analysis and recommendations for each element of the policy. Up to three (3) meetings with members of the Steering Committee and others as needed, will be held to discuss the content of the memo including costs of program and sequencing proposed changes prior to finalization of the memo for Council.

Deliverables for this task include a Policy Options and Recommendations Memo that covers rates, credits, internal procedures and staffing. Meeting notes recording key discussion points and decision rationales will also be recorded and distributed.

TASK 8: CREDIT AND INCENTIVES POLICY FINALIZATION

Task 8 will serve to finalize options on the credit policy and incentives program, identify cost impacts, and prepare necessary ordinance draft language concerning these policies. Two (2) virtual meetings are included for the Municipality, supported by the Team, to engage in discussions with key stakeholder(s) about the proposed credit manual. The Municipal staff shall lead independent negotiations with stakeholders as the project progresses, and the credit policy is finalized.

During this task, the Credit Policy and Credit Manual, Incentives Program, and projected cost impacts of both will be finalized. All ordinance language pertaining to the credit policy and incentive program will be prepared for inclusion in the draft ordinance.

A summary memo of the credit and incentive framework will be provided to Council for consideration, and the final analysis will be incorporated into draft ordinance under Task 4.



TASK 9: COUNCIL MEETINGS

To ensure the full Council has the opportunity to make decisions at key milestones within the project timeline, Phase III includes attending and presenting at three (3) regularly scheduled Council meetings. The first meeting will serve to identify acceptable options on key policies and issues such as credits, internal procedures, and the staffing plan. The second workshop will provide Council with all outstanding decisions for discussion and for them to provide guidance. At the third Council meeting, a "go/no-go" decision on the utility (Phase IV), including any adjustment in structure, rates, and implementation will be made.

Deliverables for this task include provision of meeting slides for each meeting, decision logs, a decision-ready package that includes a rate brief, ordinance draft, credit memo, and MAF. Additionally, all Phase III documentation will be collated and digitally provided to the client via the Princeton Engineering SharePoint site.

FEE PROPOSAL

The project Team has developed a fee proposal which outlines a "Not-to-Exceed" cost for a revised Phase III scope of services which picks up where Phase II ended. The fee proposal is itemized with anticipated staff, rates, and hours based on the initial program as well as discussions with Municipal staff leadership regarding the specific objectives and public process to adopt and implement a stormwater utility in Princeton.

This cost is based on a budgeted level of effort for each task. The fee proposal specifies which meetings are assumed to be conducted virtually or in person. We will work with Princeton and remain flexible on your desire to conduct meetings virtually, in-person or in a hybrid manner.

Additional services, additional deliverables, shifts in budget, additional meetings beyond those enumerated in the proposal or changes in the Scope of Work shall be coordinated between the Team and Princeton under mutually agreeable terms. The Scope of Work anticipates a close and open relationship with Municipal staff so that they may act within their areas of expertise to facilitate the project with appropriate support as outlined above.

Task	Total Cost
1 Focus Group & Client Coordination Meetings	79,600
2 Rate Structure Finalization and Rate Model Options	19,100
3 Master Account File Draft	14,000
4 Ordinance Draft	12,700
5 NJ Stormwater Utility Comparison	5,200
6 Update Public Education Plan and Public Engagement	35,100
7 Finalize Policy Recommendations for Council Action	16,100
8 Credit and Incentives Policy Finalization	23,800
9 Council Meetings	33,400
10 WSP Expenses	17,100
Total	256,100

Proposed budget as of January 13, 2026



The following assumptions have been made in the development of our Team's fee proposal for Phase III:

- Our approach in developing the Master Account File assumes parcel-based billing as a line item on the utility bill is chosen as the billing method to be used, like the existing billing for wastewater.
- It is assumed that the Municipality's attorney will prepare final ordinance documents for submittal to the Council. The Municipality's attorney will write the final language to meet all applicable code requirements. The consultant team will provide draft technical sections only.
- Public roadways and sidewalks are assumed to be excluded from the billing units total and MAF.

PROPOSED SCHEDULE

A preliminary phase III project schedule is included below. Based on the scope of work, we have estimated that the duration of this phase of the project will extend over a one-year period. The duration for a stormwater utility implementation is highly variable from one municipality to the next. Even with aggressive scheduling, the comprehensive public engagement and education component and the associated meetings as outlined in the proposal will take time. The process must progress at a rate that the municipality and key stakeholders are comfortable with.

PHASE III PRELIMINARY SCHEDULE		MUNICIPALITY OF PRINCETON PRINCETON STORMWATER UTILITY											
		2024											2027
		FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN
Task #	STEERING COMMITTEE MEETINGS (PRINCETON INTERNAL)	TYPE											
Task 1	Steering Committee #1 (1 hour work session)	Virtual	■										
Task 1	Steering Committee #2 (1 hour work session)	Virtual		■									
Task 1	Steering Committee #3 (1 hour work session)	Virtual			■								
Task 1	Steering Committee #4 (1 hour work session)	Virtual				■							
Task 1	Steering Committee #5 (1 hour work session)	Virtual					■						
Task 1	Steering Committee #6 (1 hour work session)	Virtual						■					
Task 1	Steering Committee #7 (1 hour work session)	Virtual							■				
Task 1	Steering Committee #8 (1 hour work session)	Virtual								■			
Task 1	Steering Committee #9 (1 hour work session)	Virtual									■		
Task 1	Steering Committee #10 (1 hour work session)	Virtual										■	
Task 1	Steering Committee #11 (1 hour work session)	Virtual											■
Task 1	Steering Committee #12 (1 hour work session)	Virtual											■
STORMWATER FOCUS GROUP MEETINGS													
Task 1	Stormwater Focus Group #1	In-person				■							
Task 1	Stormwater Focus Group #2	In-person					■						
Task 1	Stormwater Focus Group #3	In-person						■					
Task 1	Stormwater Focus Group #4	In-person							■				
PUBLIC ENGAGEMENT SESSIONS													
Task 6	#1 - Planned Public Event Tabling	In-person									■		
Task 6	#2 - Planned Public Event Tabling	In-person										■	
Task 6	#3 - Public Information Session	In-person											■
Task 6	#4 - Event/Venue TBD	In-person											
Task 6	#5 - Event/Venue TBD	In-person											
Task 6	#6 - Event/Venue TBD	In-person											
DELIVERABLES AND RELATED DISCUSSIONS													
Task 6	Update Public Outreach and Engagement Plan	N/A											
Task 1	Policy Discussion #'s 1 & 2	Virtual	■										
Task 2	Program Plan Options	N/A		■									
Task 1	Meeting with Pheonix Advisors	Virtual			■								
Task 2	Rate Model Memo for Tiered Structure	N/A				■							
Task 3	Master Account File Draft	Virtual					■						
Task 1	Policy Discussion #'s 3 & 4	Virtual						■					
Task 4	Ordinance Draft	N/A							■				
Task 5	Stormwater Utility Comparison Brief	N/A								■			
Task 7	Policy Discussion #5	Virtual								■			
Task 7	Policy Discussion #6	Virtual									■		
Task 7	Policy Discussion #7	Virtual										■	
Task 7	Policy Options and Recommendations Memo	N/A										■	
Task 8	Credit Manual Draft	N/A											■
Task 8	(2) Meetings with key stakeholders	Virtual											■
Task 8	Credit and Incentives Framework Summary Memo for Council	N/A											■
Task 9	Final file collation and transmittal package	N/A											■
COUNCIL MEETINGS													
Task 9	Council Meeting #1	In-person						■					
Task 9	Council Meeting #2	In-person							■				
Task 9	Council Meeting #3 - Final Presentation and Phase III Decision	In-person								■			

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, C.315 (N.J.S.A. 52:32-44) requires VENDOR (also "CONTRACTOR") to provide PRINCETON with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A Subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to PRINCETON as provided above. No Contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with PRINCETON unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. PRINCETON will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to PRINCETON a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

EXHIBIT D

TERMS & CONDITIONS

EXEMPTION

Princeton is exempted by statute from payment of all Federal, State, and Municipal excise, sales and other taxes.

FEDERAL I.D. 30-0746654

LEGAL REQUIREMENTS

The vendor agrees to comply with all statutes, rules and regulations and orders set forth by the State of New Jersey, Federal Government, and ordinances of Princeton.

STATE REQUIREMENT (BUSINESS REGISTRATION REQUIREMENT)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-9292

AUTHORIZATION TO PROCEED

Princeton shall not be responsible for materials delivered or services performed delivered without authority of its written order and properly signed and executed by authorized Princeton official (s).

QUALITY & QUANTITY

All materials or services furnished on this order must be as specified, and subject to Princeton officials' inspection and approval within a reasonable time after delivery at destination. Materials other than specified will be returned at the order must not be substituted without the review and approval of authorized Princeton official(s). Materials rejected will be returned at the vendor's risk and expense. Quantities and unit prices specified must be adhered to. In case of a change, it first requires Princeton approval or it will be paid at the quoted price and quantity.

ASSIGNMENT

Neither party shall assign or transfer this order or any interest therein or monies payable ther under without the written consent of the other party and any assignment made without such consent shall be null and void, except that Princeton may assign this order and its interest therein to any affiliated corporation or to any corporation succeeding to Princeton's business without consent of vendor.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contact 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable 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 with out regard to age, creed, color, national origin, ancestry marital status, affectional or sexual orientation, gender identity or expression, disability, national 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

Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.



MEMORANDUM

To: Mayor and Council
From: Deanna Stockton, *Deputy Administrator*
Subject: Resolution of the Mayor and Council of Princeton Authorizing the Award of a Professional Services Agreement to Princeton Hydro, LLC for Phase III of a Stormwater Utility Feasibility Study for an Amount Not to Exceed \$256,100.00
Date: January 22, 2026

Council's consideration of the attached resolution to authorize a professional services agreement with Princeton Hydro, LLC to conduct the third phase of a four-phase stormwater utility feasibility study at its January 26, 2026 meeting is appreciated.

In 2019, the New Jersey Clean Stormwater and Flood Reduction Act authorized local and county governments to create stormwater utilities. A stormwater utility is a public utility that assesses user fees based on impervious surface coverage and uses the revenue from these fees to operate, maintain, repair, and improve stormwater infrastructure. As noted by New Jersey Future, the key benefit of a stormwater utility is the creation of a stable, dedicated, and equitable revenue source to fund stormwater infrastructure investments which increase community flood protection, water quality, and climate resiliency.

To assess the feasibility of implementing a stormwater utility in Princeton, the Stormwater Utility Feasibility Study was initiated in 2022. The scope of work for the study is split into four distinct phases. The four phases of the Stormwater Utility Feasibility Study are:

- Phase I: Programmatic Review and Equity - *completed*
- Phase II: Public Education and Rate Structure - *completed*
- Phase III: Implementation Plan
- Phase IV: Implementation Support

Each phase is designed to produce useful work products even if the decision is made not to proceed to subsequent phases. A decision to continue or discontinue the study is made at the conclusion of each of the first three phases. Princeton Hydro, a firm that has been working with Princeton for over 20 years on stormwater, water resource, and environmental projects, teamed with WSP USA (formerly Wood PLC), a global consulting firm with national experience in stormwater utility studies, to complete the Stormwater Utility Feasibility Study.

Phase III of the study focuses on finalizing the framework for implementing a stormwater utility program. This phase is built upon prior analyses and stakeholder engagement to evaluate program options, refine and finalize programs, as well as deliver actionable policies, rate structures, and public outreach strategies. The work will ensure compliance with municipal and State requirements, provide financial modeling, and prepare the Council for decision-making. The following tasks are included in this scope of work:

- Task 1: Focus Group and Client Coordination Meetings - *The ad hoc Council Committee on Stormwater Utility will be encouraged to join the twelve Steering Committee meetings included in this task as well as a meeting with Princeton's financial advisor to provide valuable guidance on policy items.*
- Task 2: Rate Structure Finalization and Model Options

- Task 3: Master Account File Draft
- Task 4: Ordinance Draft
- Task 5: New Jersey Stormwater Utility Comparison
- Task 6: Update Public Education and Public Engagement - *Sustainable Princeton will provide staff augmentation for the Department of Infrastructure & Operations on this task to identify, schedule and promote the public education and engagement activities.*
- Task 7: Finalize Policy Recommendations for Council Action
- Task 8: Credit and Incentives Policy Finalization
- Task 9: Council Meetings

At the end of this twelve-month study, Princeton Mayor and Council will be in a position to decide whether to introduce an ordinance to establish the Stormwater Utility, as modeled in the deliverables produced in Phase III. In consideration of the above, it is recommended that Princeton enter into a professional services agreement with Princeton Hydro, LLC in the not to exceed amount of \$256,100.00 for the Phase III services specified.

If you have any questions or require additional information, please contact me.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-043

Agenda Date: 1/27/2026

Agenda #: 6.

Resolution of the Mayor and Council of Princeton Authorizing the Execution of a Professional Services Agreement for Special Counsel Services in Connection with Pending Litigation with Decotiis, Fitzpatrick, Cole & Giblin, LLP- Not to Exceed \$17,500.00

WHEREAS, Princeton is a defendant in pending litigation known as Marcou v. Elhajjmal, et al., Docket No. MER-L-2330-23; and

WHEREAS, Princeton Council has a need to retain the services of special counsel with extensive experience with navigating cases of complex litigation and the immediate and future impact of such litigation on a municipality and its operations, insurance and risk management, for purposes of providing additional assistance and specialized legal advice to Council in connection with the current status of said litigation and other matters related to said litigation; and

WHEREAS, the law firm of DeCotiis, Fitzpatrick, Cole & Giblin, LLP has the requisite experience and has offered to render such legal services to Council on an as-needed, as-directed basis at the hourly rate of \$275/hour and for a sum not to exceed \$17,500; and

WHEREAS, at this time Council desires to retain the services of DeCotiis, Fitzpatrick, Cole & Giblin, LLP to serve as special counsel to provide the sought-after legal services and advice to Council; and

WHEREAS, Council may award this agreement as a professional services contract without public bidding pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available for this purpose _____.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of Princeton as

follows:

1. The “Whereas” clauses are hereby incorporated herein as if fully restated.
2. Princeton is hereby authorized to execute a Professional Services Agreement consistent with the foregoing for purposes of retaining the services of DeCotiis, Fitzpatrick, Cole & Giblin, LLP for a not to exceed amount of \$17,500 and term of up to twelve months.
3. The terms and conditions of the Professional Services Agreement shall be subject to the final review of the Municipal Attorney’s office.

**AGREEMENT FOR PROFESSIONAL LEGAL SERVICES
IN CONNECTION WITH PENDING LITIGATION**

THIS AGREEMENT ("Agreement" or "agreement") entered into this 27th day of January 2026 by and between THE MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and DECOTIIS, FITZPATRICK, COLE & GIBLIN, LLP, located at 61 South Paramus Road, Suite 250, Paramus, New Jersey 07652 (hereafter referred to as "ATTORNEY").

WITNESS

WHEREAS, PRINCETON is a defendant in pending litigation known as Marcou v. Elhajjmal, et al., Docket No. MER-L-2330-23; and

WHEREAS, the Princeton Council has a need to retain the services of special counsel for purposes of providing additional assistance and specialized legal advice to the Council in connection with the current status of said litigation and other matters related to said litigation; and

WHEREAS, ATTORNEY has offered to render such legal services to the Council on an as-needed, as-directed basis for a sum not to exceed \$17,500; and

WHEREAS, at this time the Council desires to retain the services of ATTORNEY to serve as special counsel to provide the sought-after legal advice to the Council; and

WHEREAS, by resolution of the Council, the Council awarded an agreement for professional legal services to ATTORNEY for ATTORNEY to provide the sought-after services without public bidding, as permitted by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i).

NOW THEREFORE, IT IS AGREED by and between PRINCETON and ATTORNEY as follows:

1. Scope of Services.

ATTORNEY shall provide professional legal services to the Princeton Council in connection with pending litigation entitled Marcou v. Elhajjmal, et al., Docket No. MER-L-2330-23 in which PRINCETON is a defendant, as well as related legal matters in connection with or arising out of this matter, on an as-needed, as-directed basis.

a. The intent of the services shall not be to enter an appearance in the litigation or supplant the role of assigned insurance defense counsel, but to provide additional assistance to the Council related to the current status and ongoing progress of the litigation and any potential settlement, and the immediate and future impact of such litigation on PRINCETON and its operations, insurance and risk management.

b. In furtherance thereof, ATTORNEY is hereby authorized to obtain and review significant pleadings, discovery materials, transcripts and court rulings in the litigation, and to communicate and interact with defense counsel and the JIF.

2. Term.

The term of this Agreement shall be up twelve months or whenever the services are no longer needed, whichever first occurs.

3. Compensation.

- a. The anticipated cost of ATTORNEY's services shall not exceed \$17,500 at this time.
- b. ATTORNEY shall be paid at the rate of \$275.00 per hour.
- c. ATTORNEY shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month.
- d. PRINCETON agrees to pay ATTORNEY within thirty (30) days of receipt of an audited and approved voucher.

4. Affirmative Action/Equal Employment.

The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit A.

5. Business Registration & Sales and Use Tax.

The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit B.

6. Insurance; Hold Harmless.

- a. Prior to commencing work, ATTORNEY shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured on such policies.
- b. ATTORNEY shall defend, indemnify and hold harmless PRINCETON, its

officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the ATTORNEY'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this agreement.

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

ATTEST:

Dawn M. Mount, Clerk

**PRINCETON, a municipal corporation of
the State of New Jersey**

By: _____
Michelle Pirone Lambros, Council President

DeCotis, FitzPatrick & Cole, LLP

By: _____

EXHIBIT A

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

EXHIBIT B

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires VENDOR (also “CONTRACTOR”) to provide PRINCETON (also “Municipality”) with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to the Municipality as provided above. No contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with the Municipality unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. The Municipality will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “Sales and Use Tax Act,” P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “Sales and Use Tax Act,” P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-044

Agenda Date: 1/27/2026

Agenda #: 7.

Resolution of the Mayor and Council of Princeton Authorizing the Purchase of Goods or Services through State of New Jersey Contracts and Cooperative Purchasing in 2026

WHEREAS, in accordance with the authority set forth in N.J.S.A. 40A:11-12 of the Local Public Contracts Law, the Municipality of Princeton (“Princeton”) may, without publicly advertising for bids, purchase any goods or services under any contract for such goods and services entered into on behalf of the Division; and

WHEREAS, pursuant to N.J.S.A. 52:34-6.2 b. (3), Princeton may make purchases through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process within the State of New Jersey, or within any other state.

NOW, THEREFORE, BE IT RESOLVED, the following State Contracts, Local Cooperative Purchasing Agreements, and National Cooperative Purchasing Agreements are authorized for use in 2026, subject to the availability of funds in the adopted 2026 Current Fund, Parking Fund, Grant Fund, and/or Capital Budget:

- ACES #E8801-ACESCP
- Camden County Educational Services Commission Cooperative Pricing System #66CCEPS
- Educational Services Commission of New Jersey Cooperative Pricing System #65MCESCCP
- Hunterdon County Educational Services Commission Cooperative Pricing System #34HUNCCP
- Houston-Galveston Area Council National Cooperative Purchasing Program (H-GAC)
- Mercer County Cooperative Contract Purchasing System #CK09-MERCER
- Mercer County Special Services School District Cooperative Pricing System #103-MCSSSDCPS
- Monmouth Ocean Educational Services Commission Cooperative Pricing System #289MOESC
- New Jersey Cooperative Purchasing Alliance #CK04
- New Jersey State Contract
- Omnia Partners National Cooperative Purchasing Program
- Passaic County Cooperative Pricing System #38PCCP
- Somerset County Cooperative Pricing System #2-SOCCP
- Sourcewell National Cooperative Purchasing Program
- Union County Cooperative Pricing System #8-UCCP



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-045

Agenda Date: 1/27/2026

Agenda #: 8.

Resolution of the Mayor and Council of Princeton Authorizing the Execution of an Encroachment Agreement with the Rotary Club of the Princeton Corridor for Installation and Maintenance of Signage in Certain Areas of the Princeton Right of Way on Mercer Road and Great Road

WHEREAS, the Rotary Club of the Princeton Corridor (“Rotary Club”) is a charitable organization that has for many years graciously supported a wide range of local organizations, community issues and initiatives in and around Princeton; and

WHEREAS, the Rotary Club operates in coordination with the Princeton Corridor Rotary Foundation, a 501(c) (3) non-profit organization; and

WHEREAS, the Princeton Corridor Rotary Foundation administers the charitable funds which are raised by the Rotary Club through their fund-raising activities; and

WHEREAS, the Rotary Club has traditionally installed and maintained signage in certain areas of the right of way adjacent to roadways under the jurisdiction of Princeton; and

WHEREAS, Princeton is responsible for maintaining and upkeep of the right of way adjacent to roadways under Princeton’s jurisdiction and control (“Princeton Right of Way”); and

WHEREAS, the Rotary Club has requested Princeton’s permission to continue to install and maintain signage in certain areas of the Princeton Right of Way; and

WHEREAS, the primary objective of this signage is to let members of the community know that “Rotary International” has a “club in town” and to provide information as to when and where the Rotary Club meets (“Permitted Signs”); and

WHEREAS, the Rotary Club meetings are open to its members as well as visiting Rotarians and guests, and the Rotary Club is always soliciting and accepting new membership to assist it in furthering its charitable purposes in support of Princeton and the surrounding communities; and

WHEREAS, Princeton seeks to continue to support the activities and mission of the Rotary Club by executing an Encroachment Agreement that allows the Rotary Club to continue to install and maintain its Permitted Signs in the Princeton Right of Way.

NOW, THEREFORE, be it resolved by the Council of the Municipality of Princeton as follows:

1. The “Whereas” clauses are hereby incorporated herein as if fully restated.

2. Princeton is hereby authorized to execute an Encroachment Agreement with the Rotary Club to enable the Rotary Club to continue to install and maintain Permitted Signs in certain areas of the Princeton Right of Way as encroachments.
3. The Permitted Signs shall be installed in locations identified in the Rotary Club's November 19, 2025 request to Princeton, and the precise locations shall also be memorialized in a separate exhibit to be annexed to the Encroachment Agreement.
4. The terms and conditions of the Encroachment Agreement shall be subject to the final review of the Administrator, Engineer, and Municipal Attorney.

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“Agreement”) is made this 27th day of January, 2026, between the **ROTARY CLUB OF THE PRINCETON CORRIDOR**, with an address of P.O. Box 7161, Princeton New Jersey 08543-7161 (hereinafter referred to as the “Rotary Club”) 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 (hereinafter referred to as “Princeton”);

WITNESSETH

WHEREAS, the Rotary Club, a charitable organization serving Princeton and surrounding communities, operates in coordination with the Princeton Corridor Rotary Foundation, a 501(c)(3) non-profit organization; and

WHEREAS, the Princeton Corridor Rotary Foundation administers the charitable funds which are raised by the Rotary Club through their fund-raising activities; and

WHEREAS, the Rotary Club along with the Princeton Corridor Rotary Foundation have for many years graciously supported a wide range of local organizations, community issues and initiatives in and around Princeton; and

WHEREAS, the Rotary Club has traditionally installed and maintained signage in certain areas of the right of way adjacent to roadways under the jurisdiction of Princeton (the “Encroachment”); and

WHEREAS, Princeton is responsible for maintaining and upkeep of the right of way adjacent to roadways under Princeton’s jurisdiction and control (“Princeton Right of Way”); and

WHEREAS, the Rotary Club has requested Princeton’s permission to continue to install and maintain signage in the Encroachment; and

WHEREAS, the primary objective of this signage is to let members of the community know that “Rotary International” has a “club in town” and to provide information as to when and where the Rotary Club meets (“Permitted Signs”); and

WHEREAS, the Rotary Club meetings are open to its members as well as visiting Rotarians and guests, and the Rotary Club is always soliciting and accepting new membership to assist it in furthering its charitable purposes in support of Princeton and the surrounding communities; and

WHEREAS, Princeton seeks to continue to support the activities and mission of the Rotary Club by executing this Encroachment Agreement.

NOW, THEREFORE, for and in consideration of the sum of one dollar, the receipt and adequacy of which is acknowledged, Princeton does hereby grant and convey to the Rotary Club

the right to encroach upon the Princeton Right of Way according to the following terms and conditions:

1. Subject to the conditions set forth in this Agreement, Princeton hereby grants its permission to the Rotary Club to install, use and maintain Permitted Signs in the Encroachment in accordance with the Rotary Club's November 19, 2025 written request to Princeton, a copy of which is attached hereto as Exhibit A. The Rotary Club shall work with Princeton to finalize the precise locations of each of the Permitted Signs, which locations shall be identified and attached hereto as Exhibit B following their installation. This permission is given on the express understanding and condition, and Rotary Club hereby acknowledges, that the use, operation, and maintenance of the Encroachment is a permissive use which is revocable by Princeton on any of the terms and conditions set forth below. The permission granted herein does not apply to or extend to any rights of way adjacent to streets or roadways that may be maintained and/or under the jurisdiction of a different entity such as the State of New Jersey or the County of Mercer.

2. The Rotary Club agrees to install and maintain the Permitted Signs in the Encroachment in a safe and proper manner at all times and hereby acknowledges that the use, operation, and maintenance of the Encroachment will never become the basis of a prescriptive right, easement or title to any portion of the Princeton Right of Way or any interest in the Princeton Right of Way and will never be or deemed to be a reduction, termination, or modification of any kind of the Princeton Right of Way or any portion thereof or any interest or right therein.

3. The Permitted Signs shall be maintained in good repair at all times.

4. The Rotary Club further acknowledges that the use, operation, and maintenance of the Encroachment located in the Princeton Right of Way will be enjoyed as a permissive right only.

5. At the Rotary Club's sole expense, the Rotary Club agrees to remove some or all of the Permitted Signs in the Encroachment in any of the following events:

- a. Princeton determines that one or more signs in the Encroachment, or the Encroachment itself, interferes with or endangers the proper operation, safety or maintenance of the Princeton Right of Way or adjacent roadways.
- b. Princeton finds it necessary to discontinue the Encroachment in order to maintain or utilize the Princeton Right of Way or other municipal property for other purposes.
- c. Princeton finds it necessary to install, operate, and maintain alternative municipal signage or equipment in the Princeton Right of Way that is subject to the Encroachment.
- d. Princeton determines, in its sole discretion, that it is in the best interest of Princeton to discontinue the Encroachment.

e. Princeton determines that the Rotary Club is in violation of any of the terms of this Agreement.

6. In the event the Rotary Club fails to remove any signage or discontinue use of the Encroachment in the event any of the eventualities of the foregoing paragraph occur and within the time period requested in writing by Princeton, Princeton may enter the Encroachment and effect the removal of the Permitted Signage or other personal property owned by the Rotary Club without Princeton incurring any liability whatsoever to the Rotary Club; and in such event, the Rotary Club will be liable to Princeton for any and all reasonable costs incurred by the Princeton in connection with the removal and restoration and will reimburse Princeton for such costs upon demand of Princeton.

7. The Rotary Club will not do or permit to be done any of the following acts in the Princeton Right of Way or any portion thereof: (a) expand or add to the Encroachment or (b) construct or erect any other signs or other equipment or materials in the Encroachment other than the Permitted Signs.

8. The Rotary Club hereby agrees to indemnify, defend and hold harmless Princeton and its officials, employees and agents from and against all liability, loss, cost, damage, and expenses (including, but not being limited to, attorneys' fees, court costs, and expenses or litigation) arising out of or in any manner connected with the Rotary Club's installation, use, operation, maintenance or removal of signage in the Encroachment, use of the Encroachment or use of the Princeton Right of Way under this Agreement.

9. This Agreement and the covenants and conditions contained in this Agreement will be binding on and inure to the benefit of each of the Parties hereto and their respective heirs, assigns, employees, servants, representatives, and successors in title.

10. Enforcement of the covenants and condition contained in this Agreement will be by any proceeding at law or in equity. The remedies given to Princeton here are distinct, cumulative remedies; and the exercise of any one remedy will not bar Princeton from exercising any or all of its other remedies under this Agreement or under the easement or any other right or remedy which Princeton has either at law or in equity.

11. This Agreement and exhibits attached to this Agreement constitute the full and complete agreement among Princeton and the Rotary Club with respect to all matters contained herein; and evidence of any prior or contemporaneous oral agreement or understanding will be inadmissible to take from, add to, or alter the terms of this Agreement. There is no consideration for this Agreement other than the consideration expressed here.

12. This Agreement may not be modified, rescinded, terminated, or amended, in whole or in part, except by written consent of the Parties.

ATTEST

Dawn M. Mount, Municipal Clerk

THE MUNICIPALITY OF PRINCETON

Mayor Mark Freda

ATTEST:

**ROTARY CLUB OF THE PRINCETON
CORRIDOR**



ROTARY CLUB OF THE PRINCETON CORRIDOR
POST OFFICE BOX 7161
PRINCETON, NEW JERSEY 08543-7161

November 19, 2025

Ms. Deanna Stockton
Municipal Engineer/Deputy Administrator: Department of Infrastructure & Operations
Municipality of Princeton
400 Witherspoon Street
Princeton, New Jersey 08540

Re: Proposed Roadway Signage Submission: Rotary Club of the Princeton Corridor

Dear Ms. Stockton:

As follow-up to recent emails and prior discussions, attached please find a submission on behalf of The Rotary Club of the Princeton Corridor for the proposed roadway identification signage. The primary objective of the Rotary signage is to let the surrounding community know that Rotary International has an active Club in-town along with when and where we meet.

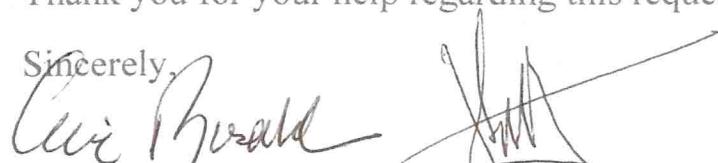
Our Rotary Club supports numerous organizations, charities, and community groups around Mercer County; including many within the Municipality of Princeton. Our Club presently supports more than a dozen organizations in Princeton and attached is a listing of the Service Projects that we currently support, along with an overall listing of the current organizations we actively support in the area and additional ones to be added in the future.

The information also includes a listing of the proposed roadway locations for the new signage in and around Princeton.... along with a corresponding overall roadway map noting the proposed locations, with some of the signs adjacent to and along-side County or State roadways within Princeton. We also included a photo sheet of the Rotary signage image; to be mounted on a new in-ground metal post adjacent to the roadway edge and approximately 5' above grade.

Please review as needed for formal review and hopefully approval. Please let us know if there are any questions and/or other items to be addressed as well as when a meeting will be held.

Thank you for your help regarding this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric P. Rosenblum and Peter J. Dawson".

Eric P. Rosenblum and Peter J. Dawson

for

The Rotary Club of the Princeton Corridor

CC: Mayor Mark Freda and Municipal Council Members
Mr. Bernard Hvozdovic; Municipality of Princeton
Mr. Matt Drago; President of the Princeton Corridor Rotary Club



ROTARY CLUB OF THE PRINCETON CORRIDOR
POST OFFICE BOX 7161
PRINCETON, NEW JERSEY 08543-7161

Service Projects/Activities within Princeton for the 2025-2026 Princeton Corridor Rotary Year

November 14, 2025

Organization/Activity/Events

- 1) Princeton High School Scholarships
- 2) Princeton First Aid and Rescue Squad
- 3) Princeton Middle School-Reading Book project
- 4) Senior Care Services of Greater Princeton
- 5) Morven Museum and Gardens
- 6) Send Hunger Packing
- 7) Princeton School-Peacebuilder program
- 8) Strike Out Hunger (United Way)
- 9) Princeton/Blairstown Ctr.- golf event
- 10) We Serve to Remember Project
- 11) Thanksgiving Baskets-Homefront
- 12) Boys & Girls Club-Spring/Fall Project
- 13) Eagle Gold Scouting Program
- 14) Good Grief support project

Additional Notes/Comments/Input

- A) Additional projects and/or service activities within Princeton likely to be added as the year moves forward



ROTARY CLUB OF THE PRINCETON CORRIDOR
POST OFFICE BOX 7161
PRINCETON, NEW JERSEY 08543-7161

Service Projects & Activities Outline for 2025-2026 Rotary Year

October 28, 2025

Organization/Activity/Events

- 1) WWP HS - North/South Scholarships
- 2) Princeton High School - Scholarships
- 3) CDA (Community Devel. Awards)
- 4) Rescue Mission of Trenton
- 5) Thanksgiving Baskets- Homefront
- 6) Boys & Girls Club-Spring/Fall project
- 7) ReClam the Bay Environmental charity
- 8) Send Hunger Packing
- 9) Backpack program-St. Barts Church
- 10) Princeton School-Peacebuilder program
- 11) Strike Out Hunger (United Way)
- 12) West Windsor/Plainsboro Little League
- 13) Princeton First Aid and Rescue Squad
- 14) Princeton Middle School-Reading Bk project
- 15) India Nursery school project
- 16) Makers Place Diaper Packing project
- 17) Miracle League of Mercer County
- 18) W. Windsor Bicycle & Pedestrian Alliance
- 19) Senior Care Services of Greater Princeton
- 20) West Windsor Twp. Police Bark Drop
- 21) Morven Museum and Gardens
- 22) Princeton/Blairstown Center – Golf event
- 23) We Serve To Remember Project
- 24) Eagle Gold Scouting Program
- 25) Friends of West Windsor-Arbor Day
- 26) Marching Band Unit project
- 27) Rise Pantry Food Drive
- 28) Good Grief support project

Additional Notes/Comments/Input

- A) Verify other possible organizations to support, along with a "Champion" as leadership person

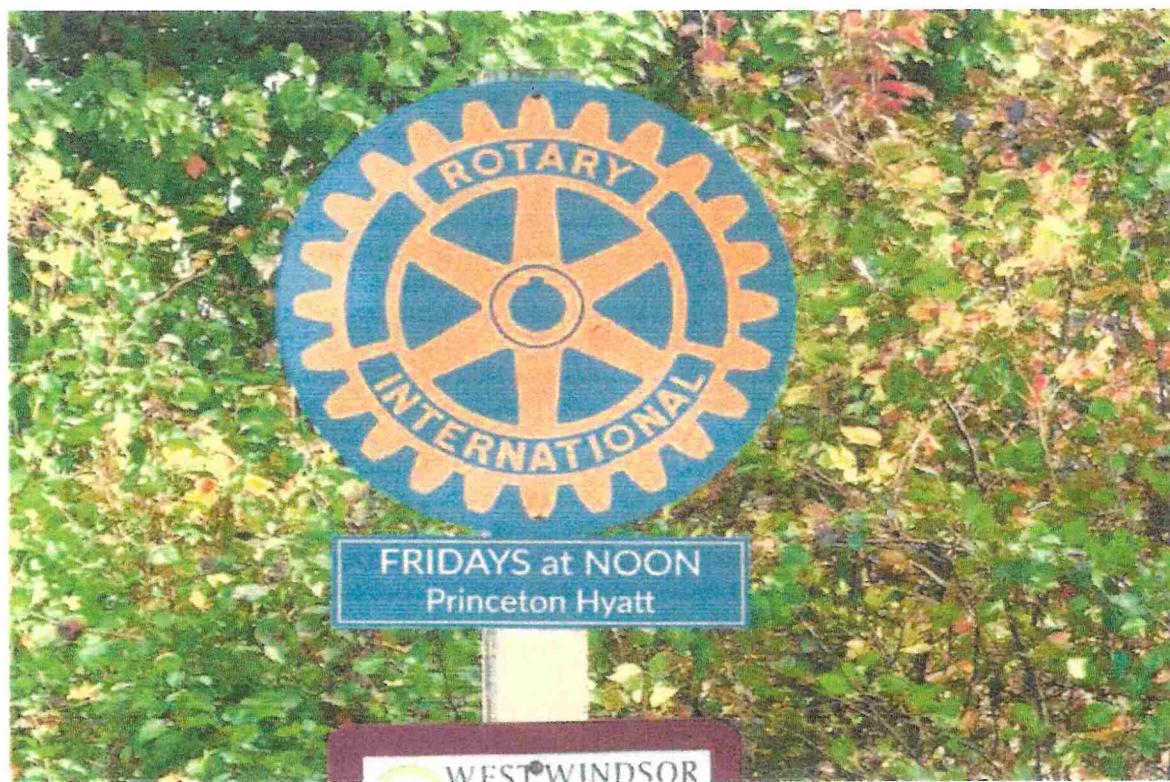
Princeton Corridor Rotary Club: Existing Signage

Signage Post Visual Image Update: Following pruning/clean-up work

20-Oct-25



On Clarksville Road from Lawrence - Overall signage photo



On Clarksville Road from Lawrence - Closer-up signage photo



ROTARY CLUB OF THE PRINCETON CORRIDOR
POST OFFICE BOX 7161
PRINCETON, NEW JERSEY 08543-7161

Proposed Princeton area roadway Rotary Club signage locations

November 19, 2025

Overall Roadway Location and General Travel Direction

- 1) Great Road/Cherry Valley Road... heading south into Princeton
- 2) Mercer Street... heading north into Princeton (replace existing)

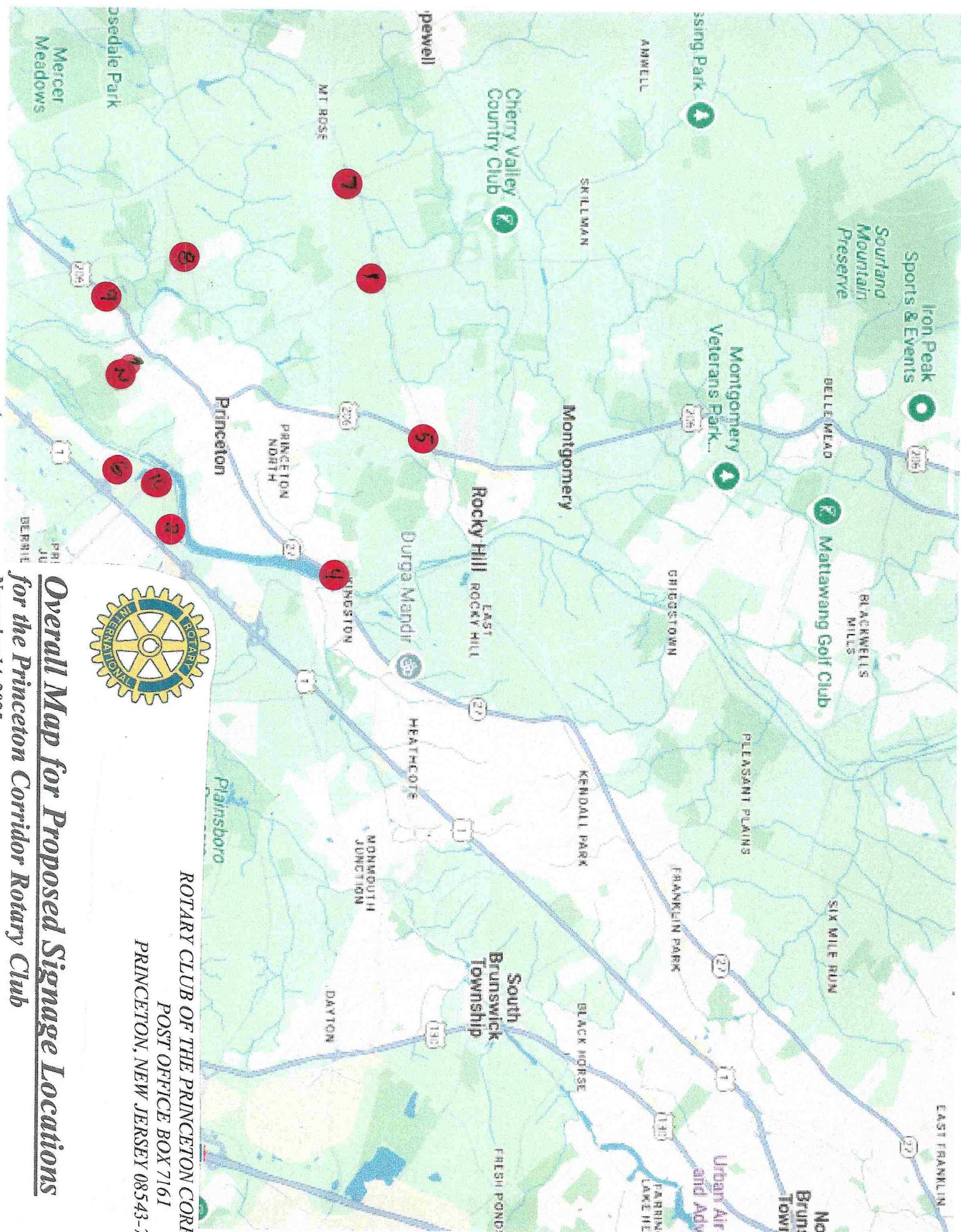
Locations adjacent to/along-side possible County and State Highways

---May require County or State Input and/or approval---

- 3) Harrison Street from West Windsor... heading north into Princeton
- 4) NJ Route 27 from Kingston... heading south into Princeton (replace existing)
- 5) NJ Route 206 from Montgomery... heading south into Princeton
- 6) Alexander Road from West Windsor... heading west into Princeton
- 7) Cherry Valley Road... heading east, just past Province Line Rd.
- 8) Rosedale Road... heading east into Princeton
- 9) NJ Route 206... heading north into Princeton
- 10) Washington Road from West Windsor... heading north into Princeton

Additional Notes/Comments/Input

- A) All basic signage to include the round Rotary trademark logo ID sign image, along with the overall Princeton Corridor Rotary Club Meeting time & location information signage image below; noting "Fridays at Noon—Princeton Hyatt"



Overall Map for Proposed Signage Locations for the Princeton Corridor Rotary Club

*ROTARY CLUB OF THE PRINCETON CORRIDOR
POST OFFICE BOX 7161
PRINCETON, NEW JERSEY 08543-7161*

Princeton Corridor Rotary: Proposed Location Photos

Proposed Signage Location #1 - Heading towards Princeton

15-Nov-25



Along Great Road from Montgomery: Heading South

Princeton Corridor Rotary: Proposed Location Photos

Proposed Signage Location #2 - Replace existing Rotary signage

15-Nov-25

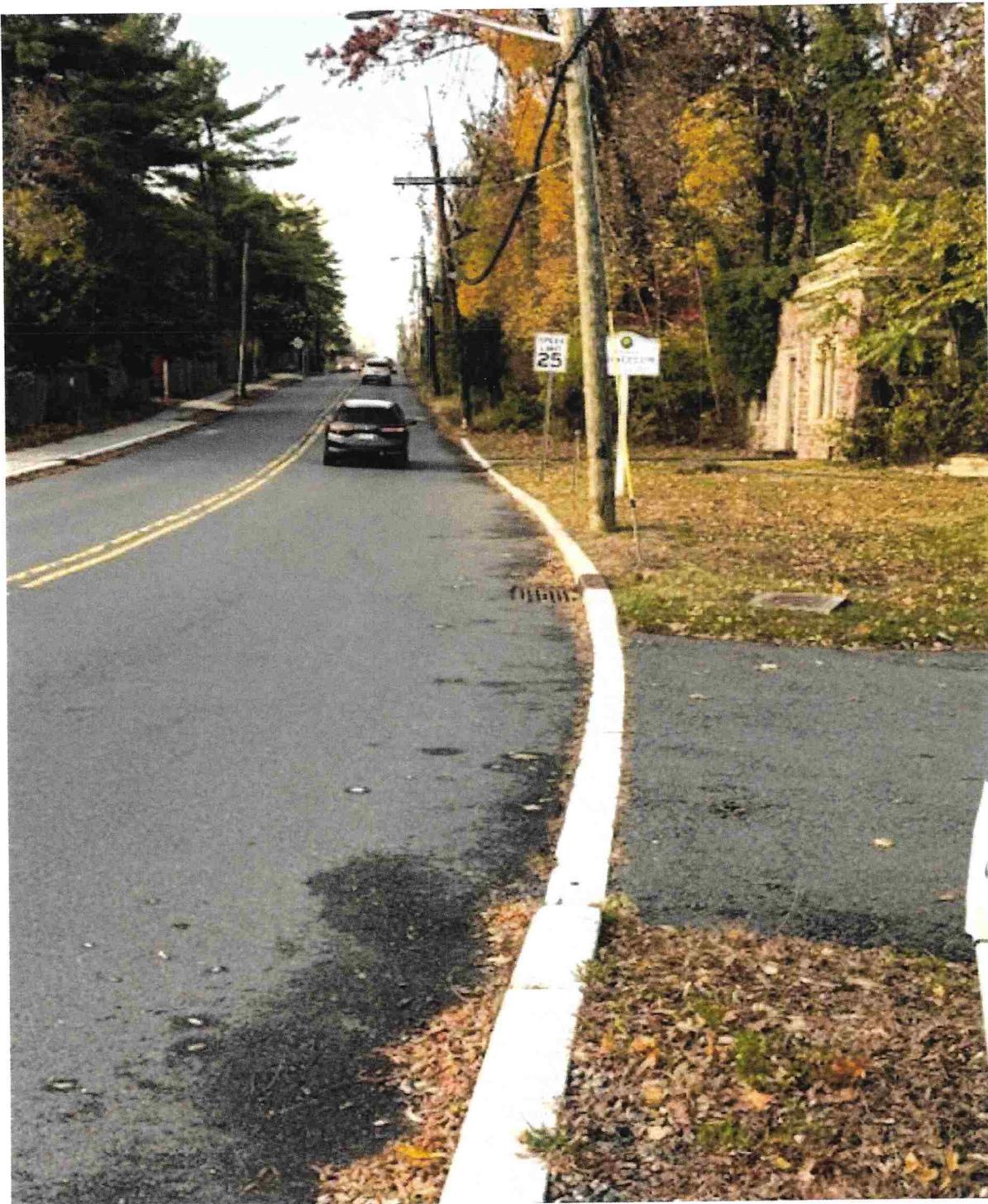


View along Mercer St. heading to Princeton....near Battlefield Park

Princeton Corridor Rotary: Proposed Location Photos

Proposed Signage Location #3 - Heading north to Princeton

5-Nov-25



View along Harrison St. from West Windsor heading to Princeton

Princeton Corridor Rotary: Proposed Location Photos

Proposed Signage Location #4 - Heading towards Princeton

5-Nov-25



View along Route 27 from Kingston - heading to Princeton

Princeton Corridor Rotary: Proposed Location Photos

Proposed Signage Location #5 - Heading towards Princeton

7-Nov-25



View on west side of Route 206: Heading south from Montgomery



ROTARY CLUB OF THE PRINCETON CORRIDOR
POST OFFICE BOX 7161
PRINCETON, NEW JERSEY 08543-7161

Proposed Princeton area roadway Rotary Club signage locations

November 19, 2025

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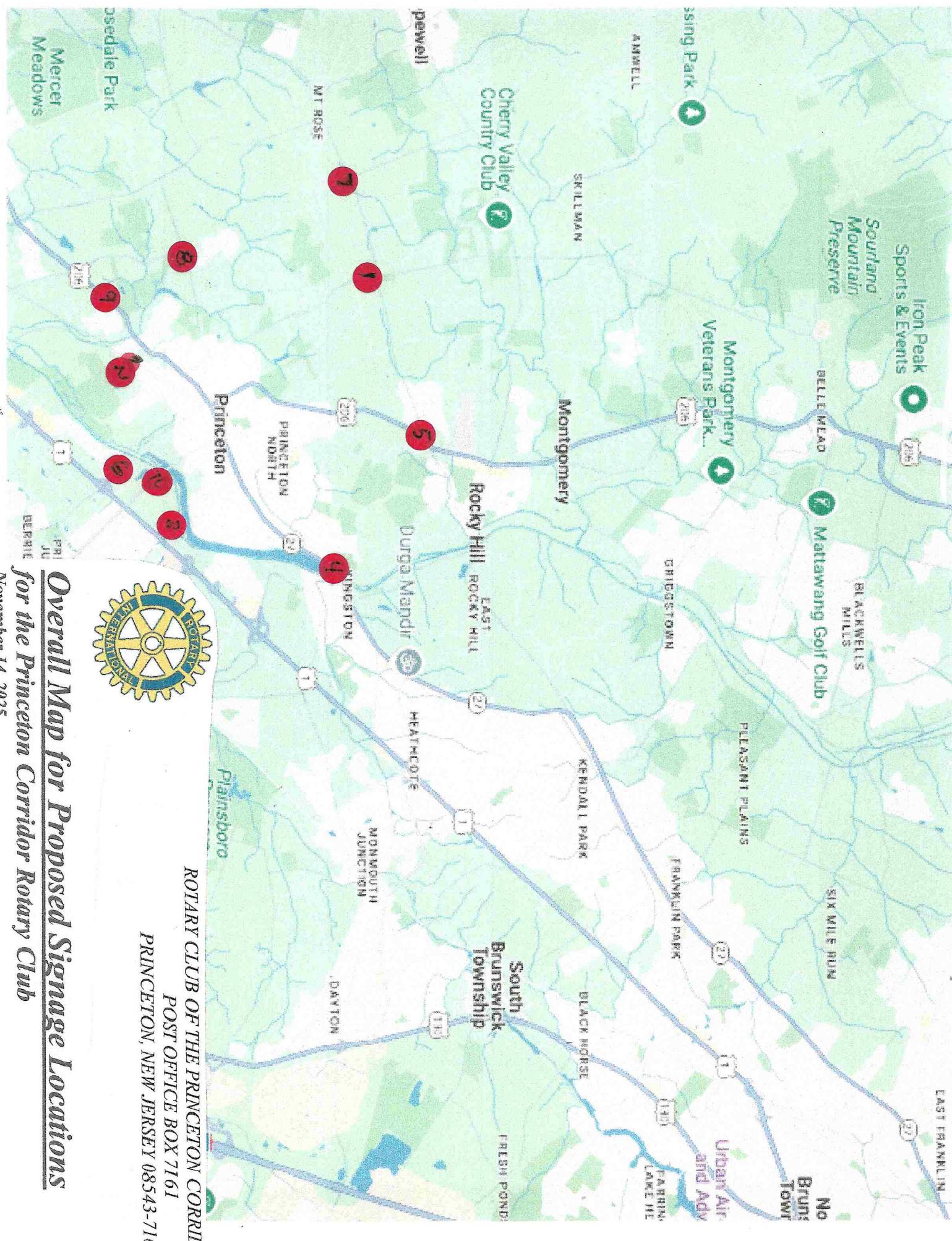
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Additional Notes/Comments/Input

- A) All basic signage to include the round Rotary trademark logo ID sign image, along with the overall Princeton Corridor Rotary Club Meeting time & location information signage image below; noting "Fridays at Noon—Princeton Hyatt"



Overall Map for Proposed Signage Locations

for the Princeton Corridor Rotary Club

DEBRIE
PR
JUL
2025

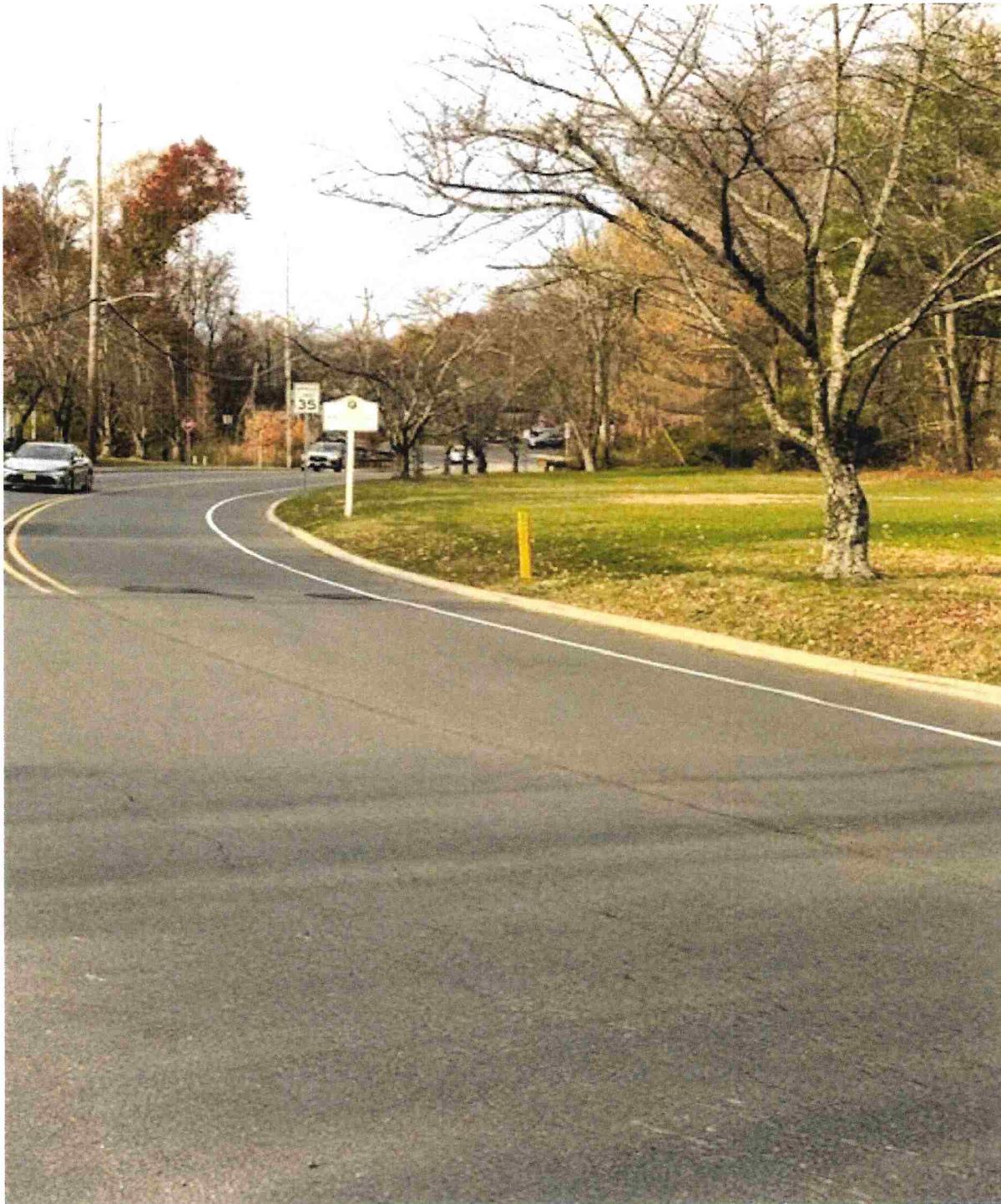


ROTARY CLUB OF THE PRINCETON CORRIDOR
POST OFFICE BOX 7161
PRINCETON, NEW JERSEY 08543-7161

Princeton Corridor Rotary: Proposed Location Photos

Proposed Signage Location #6 - Heading north to Princeton

14-Nov-25



View along Alexander Rd from West Windsor heading to Princeton

Princeton Corridor Rotary: Proposed Location Photos

Proposed Signage Location #7 - Heading towards Princeton

15-Nov-25



Along Cherry Valley Road from Lawrence: just past Province Line Rd.

Princeton Corridor Rotary: Proposed Location Photos

Proposed Signage Location #8 - Heading into Princeton

15-Nov-25



Along Rosedale Road from Lawrence: Looking East

Princeton Corridor Rotary: Proposed Location Photos

Proposed Signage Location #9 - Heading into Princeton

7-Nov-25



Along Route 206 from Lawrence: East side of roadway looking North

Princeton Corridor Rotary: Proposed Location Photos

Proposed Signage Location #10 - Heading north to Princeton

14-Nov-25



View along Washington Rd from West Windsor heading to Princeton



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-046

Agenda Date: 1/27/2026

Agenda #: 9.

Resolution of the Mayor and Council of Princeton Authorizing the Arts Council of Princeton to Hold an Outdoor Art Market/Street Fair on Saturday, May 2, 2026

WHEREAS, the Arts Council of Princeton has requested permission from the Mayor and Council of Princeton to hold their Outdoor Art Market (street fair) on Saturday, May 2, 2026 from 11:00 a.m. to 4:00 p.m. in Hinds Plaza and on Paul Robeson Place. The event will also require the closure of Paul Robeson Place (Wiggins to Chambers) from 8:00 a.m. to 6:00 p.m.; and

WHEREAS, a complete application was filed with the Municipal Clerk, and the Clerk forwarded the application to the Chief of Police; and

WHEREAS, after giving due consideration to the recommendation of the Chief of Police, the final determination as to whether a permit shall be issued shall be made by the Council; and

WHEREAS, the Chief of Police's findings are that the conduct of the event will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route, the concentration of participants will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly area, and the concentration of persons, animals, and vehicles at the assembly point of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly area.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton that the Governing Body does hereby approve and give permission for the Arts Council of Princeton to hold their Outdoor Art Market (street fair) on Saturday, May 2, 2026 from 11:00 a.m. to 4:00 p.m. contingent upon adherence to the provisions set forth by the Princeton Police Department including but not limited to traffic control and security.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-047

Agenda Date: 1/27/2026

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: 01/26/2026 For bills from 12/30/2025 to 01/23/2026

Vendor	Description	Payment	Check Total
1170 - 21st CENTURY MEDIA - PHILLY CLUSTER	PO 46614 Notice of Public Meeting- Ad #2712717, R	76.30	76.30
2034 - ALL HANDS FIRE EQUIPMENT, LLC	PO 46238 BLANKET - SUPPLIES	308.14	308.14
724 - ARTS COUNCIL OF PRINCETON	PO 45264 RESOLUTION 24-367: VARIOUS ARTISTIC PROG	37,500.00	37,500.00
57 - AT&T	PO 48109 Telephone FIRE - Acct 030 519 3823 001 -	28.42	28.42
58 - AUTOMATIC COMMUNICATIONS	PO 45369 BLANKET/SSG ALARM SYSTEMS	330.00	330.00
4048 - B & T TOOLS, INC.	PO 45298 BLANKET TOOLSGARAGE SUPPLIES TV	45.75	45.75
2003 - BARR, R. DONALD	PO 48096 Oct - Nov - Dec 2025 Health	1,807.16	1,807.16
1955 - BARRETT, MICHAEL T.	PO 45954 RESOLUTION 2025-68 PUBLIC DEFENDER	14,662.50	14,662.50
2642 - BEANS, FRED PARTS, INC	PO 48145 BLANKET PARTS TV	1,093.96	1,093.96
3315 - BOWMAN CONSULTING GROUP, LTD.	PO 45271 RESOLUTION 25-33: DESIGN SERVICES FOR TH	35,044.22	35,044.22
463 - BRITTON INDUSTRIES, INC.	PO 45375 BLANKET/DPW ROAD MAINTENANCE	992.77	992.77
1037 - BROADCAST MUSIC INC.	PO 48081 Broadcast Music License	446.00	446.00
5237 - CAMIROS LTD	PO 47223 RESOLUTION 25-284 PHASE 1 OF UNIFIED ZON	18,351.13	18,351.13
4286 - CAPITAL HEALTH SYSTEM, INC.	PO 46180 WELL BABY/HEALTHY CHILD CLINIC	177.00	177.00
5324 - CENTER AT 353, INC.	PO 47931 RESILIENCY WORKSHOPS FOR NOVEMBER 2025	500.00	500.00
1905 - CHEMTREAT, INC	PO 46216 BLANKET/WATER TREATMENT MAINTENANCE	480.65	480.65
4570 - CIOCCA FMCCB INC.	PO 48142 BLANKET SERVICE	215.95	215.95
4561 - CIOCCA FMFL INC.	PO 46702 RESOLUTION 25-186 FORD 450 REGULAR CAB M	102,283.25	
	PO 48141 BLANKET SERVICE TV	1,801.28	104,084.53
5039 - CLARKE MOYNIHAN LANDSCAPING AND CONSTRUC	PO 46426 RESO 25-140 CP NORTH REFORESTATION BID	25,889.85	25,889.85
1732 - COMCAST BUSINESS	PO 48105 Internet - Account 900019299 - Bill Date	3,293.35	3,293.35
263 - COMCAST CORPORATION	PO 48100 Comcast - Acct. 8499 05 310 0062793 - Bi	289.47	289.47
263 - COMCAST CORPORATION	PO 48235 Comcast - Acct. 8499 05 311 0021672 - Se	172.12	172.12
109 - CONTINENTAL FIRE & SAFETY	PO 47777 CAIRNS/MSA STYLE #44 6" FDNY STYLER FRAM	1,375.00	1,375.00
4663 - CORPORATE BILLING	PO 45232 BLANKET PARTS/SERVICE TV	1,255.44	1,255.44
4604 - COSTELLO'S ACE HARDWARE	PO 45410 BLANKET/BUILDINGS AND GROUNDS SUPPLIES A	237.83	
	PO 45411 BLANKET/SEWER SUPPLIES AND MATERIALS	139.99	
	PO 45415 BLANKET/SPRING STREET GARAGE METERS SUPP	44.58	
	PO 45417 BLANKET/DPW SUPPLIES AND MATERIALS	19.99	
	PO 45531 BLANKET/SUPPLIES	119.96	562.35
5202 - DAWN MOUNT	PO 48242 2026 Petty Cash Clerk's Office	400.00	400.00
1839 - DEER CARCASS REMOVAL SERVICE L	PO 45754 2025 DEER CARCASS REMOVAL	300.00	300.00
1493 - DEPT OF COMMUNITY AFFAIRS	PO 48236 4TH QUARTER 2025	32,559.00	32,559.00
3457 - DRAEGER, INC.	PO 47829 PART #: 4401036 105L, COMPRESSED GAS CYL	210.00	210.00
757 - E-Z PASS	PO 46858 REPLENISH ACCOUNT #: 2000 1157 2025 3	100.00	100.00
1256 - EASTERN ARMORED SERVICES, INC.	PO 48086 RESO 24-325 2026 ARMORED CAR SERVICES	10,128.00	10,128.00
3835 - EASTERN WAREHOUSE DISTRIBUTORS	PO 48143 BLANKET PARTS/OILS TV	1,890.94	1,890.94
141 - EDMUND'S GOVTECH	PO 48087 2026 FINANCIAL SOFTWARE MAINTENANCE	8,103.39	8,103.39
1806 - EMANN, MARK V.	PO 48097 7/2025 to 11/2025 - Supplemental Retiree	5,248.27	5,248.27
2037 - EMERGENCY EQUIPMENT SALES LLC	PO 46938 BLANKET - SERVICE	1,000.00	1,000.00
4333 - ENTERPRISE FM TRUST	PO 48201 RESO 21-67 VEHICLE LEASE AGREEMENT YEAR	1,992.65	
	PO 48201 RESO 21-67 VEHICLE LEASE AGREEMENT YEAR	3,174.78	5,167.43
371 - FIRST SECURITY MUNICIPAL ADVISORS, INC.	PO 48076 Financial Consulting in Connection with	5,750.00	5,750.00
395 - FRENCH & PARELLO ASSOCIATES,PA	PO 42374 RESOLUTION # 2023-357	100.00	100.00
402 - FYR-FYTER SALES SERVICE INC.	PO 47104 BLANKET - SERVICES	1,208.56	1,208.56
1773 - GABRIELLI TRUCK SALES, LTD	PO 45235 BLANKET TV	4,339.74	
	PO 48146 BLANKET PARTS/SERVICE TV	1,637.69	5,977.43
158 - GALLS LLC	PO 45463 UNIFORMS	11,372.35	
158 - GALLS LLC	PO 47550 BLANKET - UNIFORMS	13,987.84	13,987.84
5092 - GEBHARDT & KIEFER, P.C.	PO 45270 RESOLUTION 25-29: CONFLICT COUNSEL LEGAL	1,887.00	1,887.00
2246 - GENSERVE LLC	PO 45468 BLANKET/BUILDINGS AND GROUNDS	350.00	
	PO 45469 BLANKET/SEWER	1,433.75	1,783.75
164 - GFOA OF NEW JERSEY	PO 48077 Membership Dues for Sandra Webb	100.00	100.00
170 - GRAINGER	PO 45473 BLANKET/DPW	19.10	
	PO 45591 BLANKET - SUPPLIES	942.89	961.99
4872 - GREATAMERICA FINANCIAL SERVICES	PO 48054 POSTAGE LEASE 12/23/25 - 12/22/26 400 WI	1,729.26	1,729.26
1371 - GREENBAUM, ROWE, SMITH, DAVIS	PO 46277 RESO 25-114 & 25-202 & 25-356 LEGAL SVCS	17,527.00	17,527.00
4863 - GREENMAN-PEDERSEN, INC.	PO 42375 RESOLUTION # 2023-358 + 25-271	6,756.80	6,756.80
4889 - HAMSYS, INC.	PO 48122 1099 E-Filing and Mail Service for 2025	499.10	499.10
4593 - HD SUPPLY FACILITIES MAINTENANCE LTD	PO 46692 BLANKET	1,719.76	1,719.76
186 - HESCO ELECTRIC SUPPLY CO. INC.	PO 45480 BLANKET/BUILDINGS AND GROUNDS SUPPLIES	1,642.00	1,642.00

List of Bills - Clearing Claims

Meeting Date: 01/26/2026 For bills from 12/30/2025 to 01/23/2026

Vendor	Description	Payment	Check Total
4251 - HEYER, GRUEL & ASSOCIATES, P.A.	PO 47917 BLANKET	2,250.00	2,250.00
1696 - HISTORICAL SOC OF PRINCETON	PO 48075 ESCROW REFUND 17-290-20-025-624	1,316.56	1,316.56
191 - HOME DEPOT CREDIT SERVICES	PO 45488 BLANKET/BUILDINGS AND GROUNDS SUPPLIES A	114.99	
	PO 47837 FOOD INSECURITY TASK FORCE EQUIPMENT - S	219.35	334.34
1670 - HUMBLE, CRAIG	PO 47974 2025 MEDICAL REIMBURSEMENT - COMPLETE	900.00	900.00
4517 - IMPACT POWER TECHNOLOGIES LLC	PO 47785 ISP PARKING METER BATTERY PACK 27000MAH	1,623.00	1,623.00
3960 - INDUSTRIAL WELDING SUPPLY, INC.	PO 45252 BLANKET WELDING SUPPLY TV	167.40	167.40
1832 - INSTITUTE FOR FORENSIC	PO 47949 PRE-EMPLOYMENT PSYCHOLOGICAL EXAMS DISP	1,350.00	1,350.00
2690 - INTERSTATE BATTERY OF PRINCETON	PO 45238 BLANKET BATTERIES TV	157.95	
	PO 48150 BLANKET BATTERIES TV	768.70	926.65
3729 - IPS GROUP INC.	PO 46776 RESOLUTION 25-204 PARKING METER CHARGES	11,418.46	11,418.46
317 - JACQUELINE NAGIN	PO 48244 2026 Petty Cash Finance Dept.	400.00	400.00
307 - JANICE SOPRONYI-MOST	PO 48243 2026 Petty Cash Public Works	400.00	400.00
204 - JEFCO	PO 45502 BLANKET/SEWER SAFETY SUPPLIES	257.60	257.60
1649 - JERSEY ELEVATOR, LLC	PO 45503 BLANKET/BUILDINGS AND GROUNDS MAINTENANC	818.00	818.00
3831 - JPMONZO MUNICIPAL CONSULTING	PO 48120 ETHICS 2026 AND BEYOND, WEBINAR FOR LEO	50.00	50.00
677 - KENNETH W. LOZIER	PO 47984 Substitute Acting Judge Tuesday January	1,500.00	1,500.00
1616 - KNESKI, PETER A.	PO 48098 4th QTR 2025 Medicare Retiree	4,315.44	4,315.44
227 - LANGUAGE LINE SERVICES	PO 45833 LANGUAGE LINES	100.30	
	PO 45839 BLANKET / INTERPRETING SERVICES	244.80	345.10
228 - LAWSON PRODCTS, INC	PO 48153 BLANKET PARTS/SUPPLIES TV	340.33	340.33
5307 - LIFEFORCE USA, INC.	PO 47812 AHA BLS INSTRUCTOR COURSE; MONDAY DECEMB	495.00	495.00
1344 - LIFESAVERS, INC	PO 47301 CONTRACT DEFIBTECH LIFELINE AEDS	6,000.00	
	PO 47301 CONTRACT DEFIBTECH LIFELINE AEDS	22.50	
	PO 47301 CONTRACT DEFIBTECH LIFELINE AEDS	6,022.50	12,045.00
4672 - LOBIANCO, VERA	PO 45274 RESOLUTION 25-37: SUPPLEMENTAL NURSING S	2,300.00	2,300.00
3149 - LOONEY RICKS KISS (LRK) INC.	PO 44415 RESOLUTION 24-237 PSA SIGNAGE ORDINANCE	601.29	601.29
379 - MAGIC TOUCH CONSTRUCTION CO IN	PO 45694 BLANKET/ELECTRICAL SEWER 298 RIVER ROAD	3,502.00	
	PO 47918 NORTH RIDGE PUMP STATION ELECTRICAL WORK	23,535.00	27,037.00
1570 - MAJESTIC OIL COMPANY	PO 45551 BLANKET/FUEL	15,645.79	15,645.79
1100 - MASON, GRIFFIN & PIERSON	PO 45268 RESOLUTION 25-26: MUNICIPAL ATTORNEY	38,871.01	
	PO 45268 RESOLUTION 25-26: MUNICIPAL ATTORNEY	6,959.33	45,830.34
1555 - MAYFLOWER CLEANERS LLC	PO 46137 DRY CLEANING/LAUNDRY	618.70	618.70
5338 - MAYOR'S INNOVATION PROJECT	PO 48078 Membership for Mayor Mark Freda	1,500.00	1,500.00
1553 - MCCAFFREYS MARKET	PO 45724 BLANKET	206.69	206.69
1526 - MID JERSEY MUNICIPAL JOINT INS.	PO 48121 First Installment Liability Insurance	411,469.00	411,469.00
823 - MOORHEAD, EVAN	PO 48178 REIMBURSEMENT FOR DEPT ZOOM ACCT (DECEMB	31.98	31.98
2873 - MORTON SALT, INC	PO 45554 BLANKET/DPW ROADS SALT AND SAND	40,787.34	40,787.34
4260 - MULLER & BAILLIE, P.C.	PO 45564 GENERAL LEGAL SERVICES TO THE PLANNING B	770.00	
	PO 46620 CONTRACT PCRD LITIGATION 5/15/2025 - 5/1	286.00	1,056.00
1495 - MUSSO, MARIO A.	PO 48118 Retiree - Medicare - 4th Qtr	3,399.78	3,399.78
1489 - NAPA AUTO PARTS	PO 45240 BLANKET PARTS	65.98	65.98
338 - NC JEFFERSON PLUMBING HEATING & A/C	PO 47641 REPLACE GREENWAY GATE VALVES (2) QUOTE	5,400.00	5,400.00
832 - NEW JERSEY AMERICAN WATER	PO 48091 Westminster Properties - Bundled Acct.#1	4,075.33	4,075.33
832 - NEW JERSEY AMERICAN WATER	PO 48093 Water - SOC - Acct 1018-210051252446 - B	4,247.43	
	PO 48093 Water - SOC - Acct 1018-210051252446 - B	477.40	4,724.83
832 - NEW JERSEY AMERICAN WATER	PO 48094 Usage Base Charge	500.02	500.02
1033 - NEW JERSEY AMERICAN WATER	PO 48177 HILLTOP PARK ACCT: 1018-210022731613	618.87	618.87
1032 - NJ AMERICAN WATER	PO 48114 Hydrants Water - Acct 1018-210023720128	38,016.99	38,016.99
359 - O'CONNELL, MARIA	PO 45764 SUPPLIES - Blanket	325.86	325.86
252 - O'CONNELL, MARIA	PO 48241 2026 Petty Cash Police Dept.	400.00	400.00
5125 - ONE WATER CONSULTING LLC	PO 46156 RESOLUTION 25-94 STONY BROOK WATERSHED M	10,225.65	10,225.65
1635 - PA MUNICIPAL, INC.	PO 45653 BLANKET/DPW ROAD SIGNS	404.28	404.28
591 - PACKET MEDIA LLC	PO 45776 2025 HISTORIC PRESERVATION LEGAL NOTICE	230.99	
	PO 46002 BLANKET ADVERTISING	348.85	579.84
3718 - PASSPORT LABS, INC.	PO 45878 BLANKET/SPRING STREET GARAGE MOBILE PARK	11,728.30	11,728.30
1364 - PORRECA, SCOTT	PO 48117 4th QTR 2025 - Retiree Medical -9/28/25	962.52	962.52
1358 - POTTS, WILLIAM R	PO 48135 Retiree - Medicare - 1st Qtr 2026	608.70	608.70
3901 - POWER PLACE, INC	PO 48163 BLANKET PARTS TV	1,495.48	1,495.48
5186 - PRIME LUBE INC.	PO 48162 BLANKET OILS/DEF FLUID TV	857.21	857.21
1277 - PRINCETON SUPPLY CORPORATION	PO 45623 BLANKET/SSG JANITORIAL SUPPLIES	15.50	
	PO 45624 BLANKET/BUILDINGS AND GROUNDS JANITORIAL	317.00	322.50

List of Bills - Clearing Claims

Meeting Date: 01/26/2026 For bills from 12/30/2025 to 01/23/2026

Vendor	Description	Payment	Check Total
603 - PSE&G CO	PO 48176 GROVER PARK ACCT: 6637125105	5,347.84	5,347.84
445 - PSE&G CO - SUMMARY ACCOUNT	PO 48088 WESTMINSTER - Electric and Gas - Acct. 4	9,250.33	9,250.33
445 - PSE&G CO - SUMMARY ACCOUNT	PO 48092 Electric - Bundled Acct 13 013 030 03 -	3,739.42	
	PO 48092 Electric - Bundled Acct 13 013 030 03 -	31,364.63	35,104.05
445 - PSE&G CO - SUMMARY ACCOUNT	PO 48238 Electric and Gas - Traffic Lights - Bill	16.15	16.15
1204 - RIGGINS INC.	PO 45626 BLANKET/FUEL	8,560.92	8,560.92
639 - S.A.V.E.	PO 48051 Animal Boarding Services, Contract Term	425.00	
	PO 48051 Animal Boarding Services, Contract Term	1,535.00	1,960.00
1279 - SAFETY-KLEEN SYSTEMS INC.	PO 45317 BLANKET SERVICE TV	239.31	239.31
1274 - SANDUSKY, GREGORY	PO 46103 2024-2025 TAX MAP MAINTENANCE	7,216.00	7,216.00
1272 - SAVALLI, PETER J.	PO 48099 Retiree Medicare -Oct - Nov - Dec. 2025	3,790.20	3,790.20
2965 - SERVICE TIRE TRUCK CENTER, INC	PO 48164 BLANKET TIRES/ROAD SERVICE TV	582.00	582.00
5099 - SHAH & RUBENSTEIN, LLC	PO 45794 RESOLUTION 25-48: 2025 TAX APPEAL COUNSE	7,840.00	7,840.00
702 - STAPLES BUSINESS ADVANTAGE	PO 46979 STAMPS FOR FINANCE OFFICE	25.33	25.33
1219 - STONY BROOK REG.SEW.AUTH.	PO 48080 Participant's 1st Quarter Billing	1,306,079.00	1,306,079.00
989 - SUBURBAN PROPANE	PO 45639 BLANKET/SEWER PROPANE	599.72	599.72
1211 - SUSTAINABLE PRINCETON	PO 45267 RESOLUTION 25-24: SERVICES RELATED TO SU	9,083.37	9,083.37
5118 - TOPOLOGY NJ, LLC	PO 45953 RESOLUTION 25-67 PLANNING SERVICES FOR W	6,150.00	
	PO 47825 RESO 25-390 PLANNING SERVICES/PRELIMINAR	1,462.00	7,612.00
1182 - TOUCHTONE COMMUNICATIONS	PO 48115 Acct 6099212100 - Interexchange Carrier	185.94	185.94
960 - TRANS UNION RISK	PO 45813 ACCOUNT #: 582727	172.10	172.10
4067 - TYLER TECHNOLOGIES, INC.	PO 47818 ANNUAL RENEWAL FOR MOBILE EYES SOFTWARE	20,489.92	20,489.92
2592 - UNIFIRST CORPORATION	PO 46960 RESOLUTION 25-234 UNIFORMS	349.46	
	PO 46960 RESOLUTION 25-234 UNIFORMS	2,429.74	2,779.20
923 - UNITED PARCEL SERVICE	PO 48116 Acct. 6AF535 - Service Charge - 12/20/25	630.47	
	PO 48132 Acct. 8Y2A91 - Service Charge - 12/13/25	48.03	678.50
1160 - UNITED RENTALS	PO 47797 PUSHAROUND LIFT	1,297.00	1,297.00
211 - UNITED SITE SERVICES	PO 48101 Rentals for Parks	425.26	
	PO 48101 Rentals for Parks	143.00	568.26
4069 - VASEFUL FLORAL AND GIFTS	PO 45780 WREATH FOR PTL. HARRIS CEREMONY	333.99	333.99
408 - VECTOR SECURITY	PO 45657 BLANKET/BUILDINGS AND GROUNDS ALARMS	372.62	372.62
962 - VERIZON	PO 45387 TELEPHONE EXPENSE	403.04	403.04
20 - VERIZON	PO 48082 Phone - Acct. 357-046-267-0001-33 Bundle	2,577.09	2,577.09
20 - VERIZON	PO 48083 Phone - Acct. 756-981-704-0001-54 - Monu	63.57	63.57
959 - VERIZON WIRELESS	PO 48084 Acct #642046325-00001 - Wireless - Bill	6,039.47	6,039.47
4658 - VIKING PEST CONTROL	PO 45661 BLANKET/BUILDINGS AND GROUNDS PEST CONTR	83.00	83.00
1151 - VILLAGE OFFICE SUPPLY	PO 46189 PRINTING	252.65	
	PO 47975 TRI FOLD BROCHURES	486.42	739.07
1024 - W.E. TIMMERMAN CO., INC.	PO 45667 BLANKET/SEWER TOOLS AND MACHINERY PARTS	329.99	329.99
2 - WB MASON CO	PO 45385 OFFICE SUPPLIES	240.42	
	PO 45601 BLANKET - SUPPLIES (CK09MERCER2023-13)	2,028.90	
4331 - WEDRIVEU, INC.	PO 45665 BLANKET/SEWER 2025 OFFICE SUPPLIES (CK09	23.65	
4468 - WEGMANS FOOD MARKETS, INC.	PO 45666 BLANKET/SSG 2025 OFFICE SUPPLIES (CK09ME	23.65	
1950 - WINDSTREAM	PO 46003 BLANKET OFFICE SUPPLIES	298.66	2,615.28
1049 - WINNER FORD OF CHERRY HILL	PO 45280 RESOLUTION 24-354: 2025 PRINCETON TRANSI	31,430.33	31,430.33
998 - WM CORPORATE SERVICES, INC.	PO 46482 BLANKET 2025	85.00	85.00
	PO 48095 Phone - Acct 215238964 - Invoice Date No	15,758.82	15,758.82
	PO 46669 RESOLUTION 25-178 POLICE VEHICLES	226,845.00	226,845.00
	PO 45868 BLANKET/CONTRACT NO.T2665	4,297.45	4,297.45
TOTAL			2,781,601.94

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-103-01-002-001	PETTY CASH				1,600.00
01-201-20-105-200	PERSONNEL - OE	2,166.85			
01-201-20-110-200	MAYOR & COUNCIL OE	1,961.59			
01-201-20-111-200	ADMINISTRATIVE & EXECUTIVE OE	446.00			
01-201-20-125-200	INFORMATION TECHNOLOGY - OE	3,293.35			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-125-233	COMPUTER EXPENSE-SOFTWARE MAINT AND FEES	8,103.39			
01-201-20-130-200	FINANCE ADMINISTRATION OE	100.00			
01-201-23-210-200	LIABILITY INSURANCE OE	249,348.00			
01-201-23-215-200	WORKERS COMP. INSURANCE OE	162,121.00			
01-201-23-220-200	EMPLOYEE GROUP INSURANCE OE	608.70			
01-201-25-240-200	POLICE OE	48,846.78			
01-201-25-267-200	FIRE FACILITIES OE	8,717.09			
01-201-26-290-200	ROAD REPAIRS & MAINTENANCE OE	857.21			
01-201-26-315-200	VEHICLE MAINT. - ADMIN. OE	9,742.76			
01-201-28-370-200	JOINT RECREATION BOARD OE	15.99			
01-201-31-431-200	NATURAL GAS OE	9,050.47			
01-201-31-440-200	TELEPHONE OE	21,984.23			
01-201-31-455-200	SEWER FACILITIES OPERATING OE	83.57			
01-201-31-456-200	STONY BROOK REGIONAL SA OE	1,306,079.00			
01-201-43-490-200	MUNICIPAL COURT OE	1,500.00			
01-203-20-105-200	(2025) PERSONNEL - OE	867.21			
01-203-20-111-200	(2025) ADMINISTRATIVE & EXECUTIVE OE	60,442.35			
01-203-20-112-200	(2025) FLU PROGRAM OE	85.00			
01-203-20-125-200	(2025) INFORMATION TECHNOLOGY - OE	983.84			
01-203-20-125-233	(2025) COMPUTER EXPENSE-SOFTWARE MAINT AND FEES	20,489.92			
01-203-20-130-200	(2025) FINANCE ADMINISTRATION OE	524.43			
01-203-20-145-200	(2025) COLLECTION OF TAXES OE	500.02			
01-203-20-151-200	(2025) DEFENSE OF TAX APPEALS OE	7,840.00			
01-203-20-155-200	(2025) LEGAL SERVICES & COSTS OE	57,239.01			
01-203-20-165-200	(2025) ENGINEERING SERVICES OE	7,216.00			
01-203-20-175-200	(2025) HISTORIC PRESERVATION COMMITTEE - OE	452.99			
01-203-21-180-200	(2025) REGIONAL PLANNING BD. - TWP - OE	19,768.64			
01-203-21-181-200	(2025) SUSTAINABLE PRINCETON	9,083.37			
01-203-23-220-200	(2025) EMPLOYEE GROUP INSURANCE OE	20,423.37			
01-203-25-240-200	(2025) POLICE OE	196,171.57			
01-203-25-252-200	(2025) EMERGENCY MANAGEMENT OE	981.42			
01-203-25-265-200	(2025) FIRE OE	6,973.02			
01-203-25-266-200	(2025) FIRE HYDRANT SERVICES OE	38,016.99			
01-203-25-267-200	(2025) FIRE FACILITIES OE	1,509.81			
01-203-25-268-200	(2025) FIRE INSPECTOR OE	13,987.84			
01-203-26-290-200	(2025) ROAD REPAIRS & MAINTENANCE OE	44,149.10			
01-203-26-305-200	(2025) GARBAGE & TRASH REMOVAL OE	4,297.45			
01-203-26-310-200	(2025) PUBLIC BUILDINGS & GROUNDS OE	5,713.09			
01-203-26-315-200	(2025) VEHICLE MAINT. - ADMIN. OE	6,271.57			
01-203-27-330-200	(2025) BOARD OF HEALTH OE	2,477.00			
01-203-27-341-200	(2025) SAVE BOARDING COSTS OE	425.00			
01-203-28-370-200	(2025) JOINT RECREATION BOARD OE	3,656.37			
01-203-28-375-200	(2025) PARK MAINTENANCE OE	2,871.55			
01-203-31-430-200	(2025) ELECTRICITY & GAS OE	1,464.81			
01-203-31-435-200	(2025) STREET LIGHTING OE	11,285.24			
01-203-31-440-200	(2025) TELEPHONE OE	1,710.40			
01-203-31-455-200	(2025) SEWER FACILITIES OPERATING OE	12,480.02			
01-203-31-460-200	(2025) GASOLINE OE	24,206.71			
01-203-43-490-200	(2025) MUNICIPAL COURT OE	244.80			
01-203-43-495-200	(2025) PUBLIC DEFENDER OE	14,662.50			
01-204-55-900-001	Accounts Payable		601.29		
01-260-05-100	DUE TO CLEARING/CLAIMS		0.00	2,469,258.68	
01-286-55-900-804	DUE TO STATE (DCA)- BUILDING SURCHARGE		32,559.00		
TOTALS FOR	CURRENT FUND	1,835,025.98	599,472.41	34,760.29	2,469,258.68

02-213-44-967-301	NATIONAL OPIOID SETTLEMENT	6,022.50
02-213-44-992-301	NJS FOOD INSECURITY ISSUES GRANT	219.35
02-260-05-100	DUE TO CLEARING/CLAIMS	0.00

TOTALS FOR	GRANT FUND	0.00	0.00	6,241.85	6,241.85
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04-215-19-019-000-000	Ordinance 2019-19 Sewer Trust	23,535.00
04-215-19-021-000-000	Ordinance 2019-21 Various Capital Imprv	6,000.00
04-215-22-018-000-000	Ordinance 2022-18 NJ I-Bank	6,856.80
04-215-23-021-000-000	Ordinance 2023-21 Various Capital Improvements	5,400.00
04-215-24-014-000-000	Ordinance 2024-14 Various Capital Improvements	45,269.87
04-215-24-016-000-000	Ordinance 2024-16 Open Space Improvements	25,889.85
04-215-24-034-000-000	Ordinance 2024-34 Acq of Westminster	7,612.00

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
04-215-25-007-000-000	Ordinance 2025-07 Various Capital Improvements			102,283.25	
04-260-05-100	DUE TO CLEARING/CLAIMS			0.00	222,846.77
TOTALS FOR	GENERAL CAPITAL FUND	0.00	0.00	222,846.77	222,846.77
05-201-02-007-200	PARKING OE	10,128.00			
05-203-02-007-200	(2025) PARKING OE		29,749.77		
05-203-02-009-000	(2025) JITNEY EXPENSES		31,430.33		
05-260-05-100	DUE TO CLEARING/CLAIMS		0.00	71,308.10	
TOTALS FOR	PARKING UTILITY OPERATING FUND	10,128.00	61,180.10	0.00	71,308.10
12-201-20-125-200	OPEN SPACE - OTHER EXPENSE - PARK MAINT	143.00			
12-260-05-100	DUE TO CLEARING/CLAIMS		0.00	143.00	
TOTALS FOR	OPEN SPACE FUND	143.00	0.00	0.00	143.00
14-260-05-100	DUE TO CLEARING/CLAIMS		0.00	1,535.00	
14-400-65-000-000	RESERVE FOR EXPENDITURE			1,535.00	
TOTALS FOR	ANIMAL CONTROL TRUST	0.00	0.00	1,535.00	1,535.00
17-260-05-100	Due To Claims/Clearing		0.00	1,316.56	
17-290-20-000-000	PROFESSIONAL FEES			1,316.56	
TOTALS FOR	ESCROW	0.00	0.00	1,316.56	1,316.56
21-201-12-110-200	CONSTRUCTION EXPENSES - OE	1,992.65			
21-260-05-100	DUE TO CLAIMS/CLEARING		0.00	1,992.65	
TOTALS FOR	TRUST FUND	1,992.65	0.00	0.00	1,992.65
40-201-20-105-200	AFFORDABLE HOUSING BOARD OE	6,959.33			
40-260-05-100	DUE TO CLAIMS/CLEARING		0.00	6,959.33	
TOTALS FOR	AFFORDABLE HOUSING UTILITY	6,959.33	0.00	0.00	6,959.33
Total to be paid from Fund 01 CURRENT FUND	2,469,258.68				
Total to be paid from Fund 02 GRANT FUND	6,241.85				
Total to be paid from Fund 04 GENERAL CAPITAL FUND	222,846.77				
Total to be paid from Fund 05 PARKING UTILITY OPERATING FUND	71,308.10				
Total to be paid from Fund 12 OPEN SPACE FUND	143.00				
Total to be paid from Fund 14 ANIMAL CONTROL TRUST	1,535.00				
Total to be paid from Fund 17 ESCROW	1,316.56				
Total to be paid from Fund 21 TRUST FUND	1,992.65				
Total to be paid from Fund 40 AFFORDABLE HOUSING UTILITY	6,959.33				
	=====				
	2,781,601.94				

Checks Previously Disbursed

102	DEPOSITORY TRUST CO/CHASE	PO# 48072	2,481,675.00	1/02/2026
102	DEPOSITORY TRUST CO/CHASE	PO# 48072	314,650.00	1/02/2026
112	PRINCETON PUBLIC SCHOOLS	PO# 48073	8,153,423.00	1/12/2026
120	NJSHPB ACT	PO# 48052	614,122.18	1/20/2026
121	NJSHPB ACT	PO# 48053	241,109.55	1/20/2026
		=====		
			11,804,979.73	

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
Totals by fund	Previous Checks/Voids	Current Payments	Total		
Fund 01 CURRENT FUND	11,490,329.73	2,469,258.68	13,959,588.41		
Fund 02 GRANT FUND		6,241.85	6,241.85		
Fund 04 GENERAL CAPITAL FUND		222,846.77	222,846.77		
Fund 05 PARKING UTILITY OPERATING FUND		71,308.10	71,308.10		
Fund 12 OPEN SPACE FUND	314,650.00	143.00	314,793.00		
Fund 14 ANIMAL CONTROL TRUST		1,535.00	1,535.00		
Fund 17 ESCROW		1,316.56	1,316.56		
Fund 21 TRUST FUND		1,992.65	1,992.65		
Fund 40 AFFORDABLE HOUSING UTILITY		6,959.33	6,959.33		
BILLS LIST TOTALS	11,804,979.73	2,781,601.94	14,586,581.67		
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Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-048

Agenda Date: 1/27/2026

Agenda #: 2.

Resolution of the Mayor and Council of Princeton Authorizing the Princeton High School Cross Country-Track & Field Boosters to Hold the Annual Princeton 5K on Saturday, March 21, 2026

WHEREAS, the Princeton High School Cross Country-Track & Field Boosters has requested permission from the Mayor and Council of Princeton to hold their annual Princeton 5K on Saturday, March 21, 2026 from 8:30 a.m. to 11:00 a.m. The event will require the closure of the following streets for the duration of the event: Walnut Lane, Moore Street, Jefferson Road, Hawthorne Avenue, Houghton Road, Franklin Avenue, Guyot Avenue, Ewing Street, Linden Lane, Henry Avenue, and Oakland Street; and

WHEREAS, a complete application was filed with the Municipal Clerk, and the Clerk forwarded the application to the Chief of Police; and

WHEREAS, after giving due consideration to the recommendation of the Chief of Police, the final determination as to whether a permit shall be issued shall be made by the Council; and

WHEREAS, the Chief of Police's findings are that the conduct of the event will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route, the concentration of participants will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly area, and the concentration of persons, animals, and vehicles at the assembly point of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly area.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton that the Governing Body does hereby approve and give permission for the Princeton High School Cross Country-Track & Field Boosters to hold their annual Princeton 5K on Saturday, March 21, 2026 from 8:30 a.m. to 11:00 a.m. contingent upon adherence to the provisions set forth by the Princeton Police Department including but not limited to traffic control and security.