



# Princeton NJ Mayor and Council of Princeton Meeting Agenda

Tuesday, September 23, 2025

7:00 PM

**Main Council Chambers** 

#### I. JOIN MEETING - PLEASE CLICK LINK BELOW:

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

Webinar ID: 826 2988 1622

#### 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. SWEARING IN CEREMONY-PROBATIONARY POLICE OFFICERS

#### VII. APPROVAL OF MINUTES

- 1. <u>0063</u> Mayor and Council of Princeton- Regular Meeting- June 9, 2025 7:00 p.m.
- 2. Mayor and Council of Princeton- Closed Session- June 17, 2025 3:30 p.m.

#### VIII. ANNOUNCEMENTS/REPORTS

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

# IX. PROCLAMATION

1. <u>0066</u> Proclamation for Younity's 2025 Communities of Light

#### X. ORDINANCE INTRODUCTION

1. ORD 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

# XI. RESOLUTIONS

- 1. Resolution of the Mayor and Council of Princeton Approving Police Promotions for 2025
- 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
- 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
- 4. R-25-319 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
- 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
- 6. R-25-321 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
- 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
- **8.** Resolution of the Mayor and Council of Princeton Authorizing a Rights-of-Way Use Agreement with SQF, LLC

# XII. CONSENT AGENDA

- 1. Resolution of the Mayor and Council of Princeton Authorizing the Payment of Bills and Claims
- 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
- 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
- 4. Resolution of the Mayor and Council of Princeton Authorizing the Appointments to Boards, Commissions, and Committees
- 5. Resolution of the Mayor And Council of Princeton Authorizing Tax Exempt Status For Block-1504 Lot-3 Q0013 In Said Municipality
- 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
- 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
- **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
- 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
- 10. Resolution of the Mayor and Council of Princeton Approving the Extension of the Placement of the Banners Over University Place by McCarter Theater from September 9th, 2025 to September 30th, 2026
- 11. R-25-334 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

# 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.

# **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.

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- 3. Telephone: Press #9

#### XIV. ADJOURNMENT



# Princeton NJ

400 Witherspoon St Princeton, NJ 08540

# Staff Report

**File #:** 0063 **Agenda Date:** 9/23/2025 **Agenda #:** 1.

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

# **Princeton NJ**

400 Witherspoon St Princeton, NJ 08540



# **Meeting Minutes - Draft**

Monday, June 9, 2025 7:00 PM

**Main Council Chambers** 

**Mayor and Council of Princeton** 

**Mayor and Council of Princeton** 

**Meeting Minutes - Draft** 

June 9, 2025

#### I. JOIN MEETING-PLEASE CLICK LINK BELOW

https://us02web.zoom.us/j/85823356316

Webinar ID: 858 2335 6316

#### II. STATEMENT CONCERNING NOTICE OF MEETING

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Councilwoman Leticia Fraga read the Land Acknowledgement.

#### IV. ROLL CALL

**Present:** Council Member Michelle Pirone Lambros, Council Member

David Cohen, Council Member Mia Sacks, Council Member Leticia Fraga, Council Member Leighton Newlin, and Mayor

Mark Freda

**Absent:** Council Member Brian McDonald

#### V. PLEDGE OF ALLEGIANCE

The audience participated in the Pledge of Allegiance.

#### VI. ANNOUNCEMENTS/REPORTS

Councilwoman Michelle Pirone Lambros announced the first annual Princeton Cyclovia will take place on Sunday, June 22, 2025 from 10 a.m.-2 p.m. on Walnut Lane, between Houghton and Gyout. The event is a collaborative effort between the Princeton Bicycle Advisory Committee, Sustainable Princeton, and the Arts Council.

Councilman David Cohen had no reports or announcements.

Council President Mia Sacks had no reports or announcements.

Councilwoman Leticia Fraga announced applications for the Youth Advisory Committee are being accepted for the 2025-2026 academic year. Four spots are vacant and the positions are

open for rising sophomores to apply. The only condition is the applicants must be Princeton residents. Applications are available on the municipal website.

Councilman Leighton Newlin had no reports or announcements.

Mayor Mark Freda announced tomorrow is Election Day and for everyone to be mindful of their time.

# **Staff Reports/Announcements:**

There were no staff reports or announcements.

1. Annual Report on the Center for Modern Aging Princeton- Drew Dyson, PhD, CEO

Drew Dyson, Executive Director, of the Center for Modern Aging Princeton presented a report to Council to provide a glimpse of the things that have been accomplished over the past twelve (12) months and what the future holds for the organization and the older adults in the community. Mr. Dyson shared a Power Point presentation that covered the following subject matters/services: programming in multiple languages, ESL, aging gaily, compassionate social services, Ping Pong Parkinsons, Symposium on Ageism, lifelong learning, On-Stage Seniors, Grandpals, Community Without Walls, looking ahead (AmeriCorps Seniors), and Age-Friendly Princeton 2.0.

2. Experience Princeton Report Offered by Isaac D. Kremer, Executive Director

Isaac Kremer, Executive Director, provided Council with an update on the progress of Experience Princeton over the last 30 days. Some of the highlights include: on July 31, 2025 at 6:00 p.m. everyone (Council and community members) is invited to attend their business meet up, they will have three interns for the summer and one has already started and is working on a business survey, they received a \$150,000 grant and are working on administering it, and there were three (3) new board members voted onto the board.

#### VII. SPECIAL IMPROVEMENT DISTRICT BUDGET

1. Public Hearing of the 2025-2026 Budget of the Princeton Special Improvement District-Roll Call

Mayor Mark Freda the public hearing on the SID budget, first to those attending the meeting in person and then to those via "Zoom".

# **In Person:**

Business Owner at 357 Nassau Street, stated she is a local physician (solo, private practice) in town but expressed concern over paying taxes to revitalize the downtown. Her office is located outside of the immediate downtown so she does not see a direct benefit or added enhancements that the funds are being used for. There is no seasonal decorations, no storefront beautification, holiday decor, and plantings. Despite that, she is expected to shoulder the same financial burden as those businesses who do benefit.

Requested Council to re-evaluate how the boundaries are determined and adjust the taxation model that is used.

Lance Liverman, Witherspoon Street, stated in the beginning he felt the same way as the previous speaker with regards to having to pay the SID tax. However, he has been converted. The town looks a lot better and it is cleaner. He also noted there has been an increase in the number of individuals applying for rentals.

# Via "Zoom":

There was no public comment.

Seeing no one further, Mayor Freda closed public comment.

2. Resolution of the Mayor and Council of Princeton Adopting the 2025-2026 Budget of the Princeton Special Improvement District

**RESULT:** ADOPTED

**MOVER:** Michelle Pirone Lambros

**SECONDER:** Leticia Fraga

Aye: Council Member Pirone Lambros, Council Member Cohen,

Council Member Sacks, Council Member Fraga, and Council

Member Newlin

**Absent:** Council Member McDonald

3. Resolution of the Mayor and Council of Princeton Accepting the Assessment Roll of the 2025-2026 Special Improvement District of the Municipality of Princeton

RESULT: ADOPTED
MOVER: David Cohen
SECONDER: Leighton Newlin

Aye: Council Member Pirone Lambros, Council Member Cohen,

Council Member Sacks, Council Member Fraga, and Council

Member Newlin

**Absent:** Council Member McDonald

# VIII. PRESENTATION

1. Presentation of a Proposed Pilot Project on North Harrison Street Between Clearview Avenue and Terhune Road to Create a Road Diet for the Installation of Bicycle Lanes

Jim Purcell, Assistant Engineer, presented a Power Point presentation focusing on the road diet for the installation of bike lanes at the Princeton Shopping Center. Mr. Purcell stated four (4) lanes are not needed in front of the shopping center and it is an opportunity repurpose the pavement for pedestrian and bicycle improvements. The proposed

improvements would improve safety and slow down traffic to the posted speed limits. He reviewed the existing arrangement of the road and what the consultant recommended (two travel lanes with an interim bicycle facility and pedestrian facilities in both directions). At each intersection, they are recommending the extension of the center medians, by striping, to create a pedestrian refuge and bicycle boxes for left turning cyclists. Other intersection treatments will be green and white skip lines for bicycle crossing markings across the major intersections and enhanced bicycle lane markings at each intersection to indicate to motor vehicles that the right side is a bike lane. With the longitudinal treatments there will be standard bicycle lane markings, a five-foot-wide buffer with diagonal markings, and white skip lines at residential driveways. At the terminus down by Clearview Avenue skip lines for merging in the transition area between the bicycle lane and shared lane will be installed and sharrows will be added in the shared lane. Lastly, additional intersection treatments will include reflective delineators to prevent encroachment of right-turning motor vehicles.

It was noted the pilot program will last until Engineering moves forward with the permanent improvements and it will be a one-way bike lane on each side of the road.

A motion was made by Councilwoman Michelle Pirone Lambros, seconded by Council President Mia Sacks, and carried unanimously by all members present to install buffered bike lanes on North Harrison Street and to eliminate the right lanes in the 4-lane sections.

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- 3. Telephone: Press #9

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"

#### In Person:

There was no public comment.

# Via "Zoom":

Dale Meade, 48 Oakland Street, spoke on the pilot program for bike lanes on Harrison Street. When there is a backup of traffic on Harrison Street, individuals divert and use Ewing Street. Asking for study to be conducted during high volume times and to conduct the pilot during school and commuter traffic. The study needs to run through September to get an accurate measurement. Mr. Meade also noted the full impact of the auto traffic from the apartments at the Alice and the shopping center have not been seen yet.

Donna Pilenza, 354 Ewing Street, voiced concern with the amount of traffic on Ewing street. With the change to the traffic pattern, she sees it getting worse. Suggested more attention be paid to what is happening on the surrounding streets, not just Harrison Street.

Seeing no one further, in person or via "Zoom", Mayor Freda closed public comment.

## X. RESOLUTIONS

1. Resolution of the Mayor and Council of Princeton Authorizing an Increase of \$100,000.00 to the Not to Exceed Amount for the Professional Services Agreement with Greenbaum, Rowe, Smith & Davis, LLP for Legal Services Related to Affordable Housing, Planning, and Redevelopment for a New Not to Exceed Amount of \$200,000.00

RESULT: ADOPTED
MOVER: Leighton Newlin
SECONDER: Leticia Fraga

Aye: Council Member Pirone Lambros, Council Member Cohen,

Council Member Sacks, Council Member Fraga, and Council

Member Newlin

**Absent:** Council Member McDonald

2. Resolution of the Mayor and Council of Princeton Authorizing Release of a Performance Guarantee in the Amount of \$1,887,750.00 to the Trustees of Princeton University for East Campus TIGER and Athletic Operations Site Plan, Block 50.01, Lot 18, Zone E-1 T

**RESULT:** ADOPTED

MOVER: Leighton Newlin

**SECONDER:** Mia Sacks

**Aye:** Council Member Pirone Lambros, Council Member Cohen,

Council Member Sacks, Council Member Fraga, and Council

Member Newlin

**Absent:** Council Member McDonald

3. Resolution of the Mayor and Council of Princeton Authorizing the Award of a Contract to IPS Group, Inc. for Parking Meter Charges for an Amount Not to Exceed \$160,000.00 utilizing Omnia Partners National Cooperative Purchasing Contract CW18653

**RESULT:** ADOPTED

**MOVER:** Michelle Pirone Lambros

**SECONDER:** Leighton Newlin

Aye: Council Member Pirone Lambros, Council Member Cohen,

Council Member Sacks, Council Member Fraga, and Council

Member Newlin

**Absent:** Council Member McDonald

**4.** Resolution of the Mayor and Council of Princeton Authorizing Special Event for the Princeton Pedestrian and Bicycle Advisory Committee (PBAC) to hold Ciclovia on Sunday, June 22, 2025

**RESULT:** ADOPTED

**MOVER:** Michelle Pirone Lambros

**SECONDER:** David Cohen

Aye: Council Member Pirone Lambros, Council Member Cohen,

Council Member Sacks, Council Member Fraga, and Council

Member Newlin

**Absent:** Council Member McDonald

## XI. CONSENT AGENDA

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

RESULT: ADOPTED
MOVER: Leticia Fraga
SECONDER: Leighton Newlin

Aye: Council Member Pirone Lambros, Council Member Cohen,

Council Member Sacks, Council Member Fraga, and Council

Member Newlin

**Absent:** Council Member McDonald

2. Resolution of the Mayor and Council of Princeton Authorizing Alcoholic Beverage

License for the Licensing Period July 1, 2025 to June 30, 2026

RESULT: ADOPTED

MOVER: Leticia Fraga

SECONDER: Leighton Newlin

Aye: Council Member Pirone Lambros, Council Member Cohen,

Council Member Sacks, Council Member Fraga, and Council

Member Newlin

**Absent:** Council Member McDonald

3. Resolution of the Mayor and Council of Princeton Approving a Chapter 159-Special Budget Item-National Opioid Settlement Proceeds-\$1,648.68

RESULT: ADOPTED

MOVER: Leticia Fraga

SECONDER: Leighton Newlin

Aye: Council Member Pirone Lambros, Council Member Cohen,

Council Member Sacks, Council Member Fraga, and Council

Member Newlin

**Absent:** Council Member McDonald

**4.** Resolution of the Mayor and Council of Princeton Approving a Chapter 159 - Special Budget Item - Recycling Tonnage Grant \$36,854.44

RESULT: ADOPTED
MOVER: Leticia Fraga
SECONDER: Leighton Newlin

**Aye:** Council Member Pirone Lambros, Council Member Cohen,

Council Member Sacks, Council Member Fraga, and Council

Member Newlin

**Absent:** Council Member McDonald

**5.** Resolution of the Mayor and Council of Princeton Approving a Chapter 159 - Special Budget Item - Community Development Block Grant \$185,428

RESULT: ADOPTED
MOVER: Leticia Fraga
SECONDER: Leighton Newlin

Aye: Council Member Pirone Lambros, Council Member Cohen,

Council Member Sacks, Council Member Fraga, and Council

Member Newlin

**Absent:** Council Member McDonald

**6.** Resolution of the Mayor and Council of Princeton Approving a Chapter 159 - Special

Budget Item - Clean Communities Grant \$78,839.80

RESULT: ADOPTED
MOVER: Leticia Fraga
SECONDER: Leighton Newlin

Aye: Council Member Pirone Lambros, Council Member Cohen,

Council Member Sacks, Council Member Fraga, and Council

Member Newlin

**Absent:** Council Member McDonald

7. Resolution of the Mayor and Council of Princeton Approving a Chapter 159- Special Budget Item - Sustainable Jersey \$10,000.00

RESULT: ADOPTED

MOVER: Leticia Fraga

SECONDER: Leighton Newlin

Aye: Council Member Pirone Lambros, Council Member Cohen,

Council Member Sacks, Council Member Fraga, and Council

Member Newlin

**Absent:** Council Member McDonald

## XII. ADJOURNMENT

A motion to adjourn at 8:01 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



# Princeton NJ

400 Witherspoon St Princeton, NJ 08540

# Staff Report

**File #:** 0064 **Agenda Date:** 9/23/2025 **Agenda #:** 2.

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

# **Princeton NJ**

400 Witherspoon St Princeton, NJ 08540



# **Meeting Minutes - Draft**

Tuesday, June 17, 2025 3:30 PM

**Virtual Meeting** 

**Mayor and Council Closed Session** 

**Mayor and Council Closed Session** 

**Meeting Minutes - Draft** 

June 17, 2025

# I. STATEMENT CONCERNING NOTICE OF MEETING

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## II. ROLL CALL

**Staff Present:** Bernard Hvozdovic, Administrator; Deanna Stockton, Deputy Administrator/Municipal Engineer; Trishka Cecil, Municipal Attorney; Robert Merryman, Labor Attorney, Appruzzese, McDermott, Mastro & Murphy; and Steve Mlenak, Redevelopment Attorney, Greenbaum Rowe Smith & Davis LLP

**Present** Brian McDonald, Michelle Pirone Lambros, David Cohen, Mia

Sacks, Leticia Fraga, Leighton Newlin, and Mark Freda

# III. CLOSED SESSION

1. Resolution of the Mayor and Council of Princeton to Enter Closed Session (Open Public Meetings Act Sec.3)

RESULT: ADOPTED
MOVER: Leticia Fraga
SECONDER: Leighton Newlin

Aye: McDonald, Cohen, Fraga, and Newlin

**Absent:** Pirone Lambros, and Sacks

#### - Contract Negotiations- PBA

Bernard Hvozdovic, Administrator, provided a brief overview of the discussion to Council.

Robert Merryman, Labor Attorney from Apruzzese, McDermott, Mastro & Murphy, gave an update on the status of the contract negotiations with the PBA and presented their counteroffer to Council for discussion and guidance on how to proceed.

Councilwoman Michelle Pirone Lambros requested additional statistical data for their next meeting on the topic.

Councilwoman Leticia Fraga and Robert Merryman, Labor Attorney, left the meeting at 4:45 p.m. Deanna Stockton, Deputy Administrator/Municipal Engineer, joined the meeting at the same time.

# - Contract Negotiations Concerning the Westminster Conservatory

Steve Mlenak, Redevelopment Attorney from Greenbaum Rowe Smith & Davis, LLP, joined the meeting at 5:20 p.m.

Council President Mia Sacks provided an update on the status of contract negotiations concerning the Westminster Conservatory and sought guidance from Council on how they wish to proceed with the negotiations.

Mr. Mlenak then provided legal guidance on next steps.

# - Friends of Herrontown Woods Lease Agreement (Veblen House)

Topic was moved up on the agenda to be discussed after the PBA discussion.

Trishka Cecil, Municipal Attorney, reviewed the Friends of Herrontown Woods lease agreement with Council and provided legal advice on the recommended course of action. Council then held discussion on their options and sought guidance from Ms. Cecil, as needed.

#### IV. ADJOURNMENT

A motion to close the Closed Session portion to return to Open Session was made by Councilman David Cohen, seconded by Councilwoman Michelle Pirone Lambros, and carried unanimously by all members present. Then a motion to adjourn at 5:26 p.m. was made by Councilman David Cohen, seconded by Councilwoman Michelle Pirone Lambros, and carried unanimously by all members present.

Respectfully submitted,

Dawn M. Mount



# Princeton NJ

400 Witherspoon St Princeton, NJ 08540

# Staff Report

File #: 0065 Agenda Date: 9/23/2025 Agenda #: 1.

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

# PRINCETON POLICE DEPARTMENT CHIEF'S MONTHLY REPORT



JULY 2025

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# Safe Neighborhood Bureau Monthly Report July 2025

# **Activities to Note:**

- Sgt. Navas conducted a community policing detail at Alo.
- Sgt. Navas assisted patrols with a welfare check.
- Sgt. Navas tested the panic alarms for the court.
- Sgt. Navas placed a lock on a residence's door for the Operation Blue Angel Program.
- Sgt. Navas conducted two vacant house checks.
- Sgt. Navas conducted a Station Tour for the Littlebrook School.
- Ptl. King conducted five vacant house checks.
- ❖ Ptl. King conducted a community policing detail at 92 Moore Street, removing a lock on a residence's door for the Operation Blue Angel.

# **Princeton Police Department**

# **D**etective **B**ureau

# Monthly Report – July 2025

Cases Assigned This Month	Open Investigations	Cases Closed This Month
28	6	22

# **Juvenile Report**

Juvenile Petition	Station House Adjustment	Curb Side Warnings
0	0	0

# **Background Investigations**

Solicitor	Firearms	Parking Enf.	Megan's Law Registrations
3	2	0	0

# Comparison

July 2025: 28 cases assigned
YTD 2025: 300 cases assigned
YTD: 2024: 404 cases assigned

#### **Firearms**

• July 2025: 2 July 2024: 4

• Total YTD 2025: 57 Total YTD 2024: 64

• Carry Permit July 2025: 0 Carry Permit July 2024: 1

• Carry Permit Total YTD 2025: 7 Carry Permit Total YTD 2024: 13

# **ARRESTS**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	May	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	Nov	<u>Dec</u>	YTD
<u>2025</u>	12	11	10	11	14	11	20						89
<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
2022	16	7	19	9	17	15	11	12	10	15	11	10	152
2021	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>	May	<u>Jun</u>	<u>Jul</u>	Aug	<u>Sep</u>	<u>Oct</u>	Nov	<u>Dec</u>	YTD
<u>2025</u>	2,971	3,135	3,116	3,688	3,401	3,311	3,285						22,907
<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
2020	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

# **JULY OFFENSES**

	<u>July</u> <u>2019</u>	<u>July</u> <u>2020</u>	<u>July</u> <u>2021</u>	<u>July</u> <u>2022</u>	<u>July</u> <u>2023</u>	<u>July</u> <u>2024</u>	<u>July</u> <u>2025</u>	YTD 2025
Assault/Aggravated	0	0	3	2	2	0	0	5
Assault/Simple	0	3	1	4	5	6	4	16
Burglary	7	0	2	2	0	4	1	10
Burglary to Vehicle	1	0	0	4	1	1	2	14
Criminal Mischief	7	6	11	3	4	6	4	46
CDS Possession – Marijuana	4	3	0	0	0	0	1	1
CDS Possession – Heroin	0	0	0	1	0	0	0	0
DUI	4	0	1	3	3	1	5	22
Robbery	0	0	0	1	2	1	0	0
Sexual Assault	0	0	1	0	2	0	0	3
Theft	23	15	8	9	15	12	11	80
TOTAL	46	27	27	29	34	31	28	197

# **JULY NON-CRIMINAL INCIDENTS**

NON-CRIMINAL	<u>July</u>	YTD 2025						
INCIDENTS	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	
Alarms Auto	0	0	0	0	0	0	0	0
Alarms Burglar	1	1	0	1	1	0	1	3
Alarms Commercial Burglar	28	23	30	48	27	25	24	147
Alarms Commercial Fire	29	25	28	29	25	27	25	201
Alarms Fire	3	0	5	4	7	2	0	5
Alarms Medical	5	9	22	13	11	25	14	91
Alarms Other	3	4	1	5	5	4	4	35
Alarms Panic	8	6	6	1	3	4	4	19
Alarms Residential Burglar	73	40	59	45	46	72	44	285
Alarms Residential Fire	16	25	17	12	19	18	26	141
Animal Complaints	37	37	28	38	27	29	24	137
Emotionally Disturbed Person	7	16	21	14	10	22	23	107
Fire (Other) Gas, Odor of Smoke	3	12	16	13	12	20	8	120
Fire Commercial	1	2	0	0	1	0	2	4
Fire Dwelling	0	1	1	0	0	2	0	3
Fire Vehicle	0	0	0	1	0	0	0	6
Firearms Applicant	3	40	3	16	4	3	1	48
Foot Patrol	93	107	79	82	40	63	76	652
Medical Call	155	135	113	150	144	149	162	1305
Missing Person	3	5	1	6	4	5	4	20
Motor Vehicle Stop	684	31	357	479	360	471	475	3355
MVC Involving Injury	19	4	4	9	8	9	3	56
MVC No Injury	66	39	48	37	44	36	48	341
MVC No Report	11	3	3	5	10	8	4	51
MVC With Bicycle	3	0	1	1	2	0	0	8
MVC With Deer	3	1	1	1	1	1	1	13
MVC With Pedestrian	1	1	0	0	0	1	0	13
Noise Complaint	23	31	20	28	19	17	20	109
School Crossing	0	0	0	0	0	0	0	110
School Detail	0	0	0	0	0	0	0	215
Urinating in Public	4	0	0	0	1	1	1	3
New Criminal TOTAL	4000	E00	004	4000	004	4044	004	7000
Non-Criminal – TOTAL	1282	598	864	1038	831	1014	994	7603

# **JULY SUMMONSES**

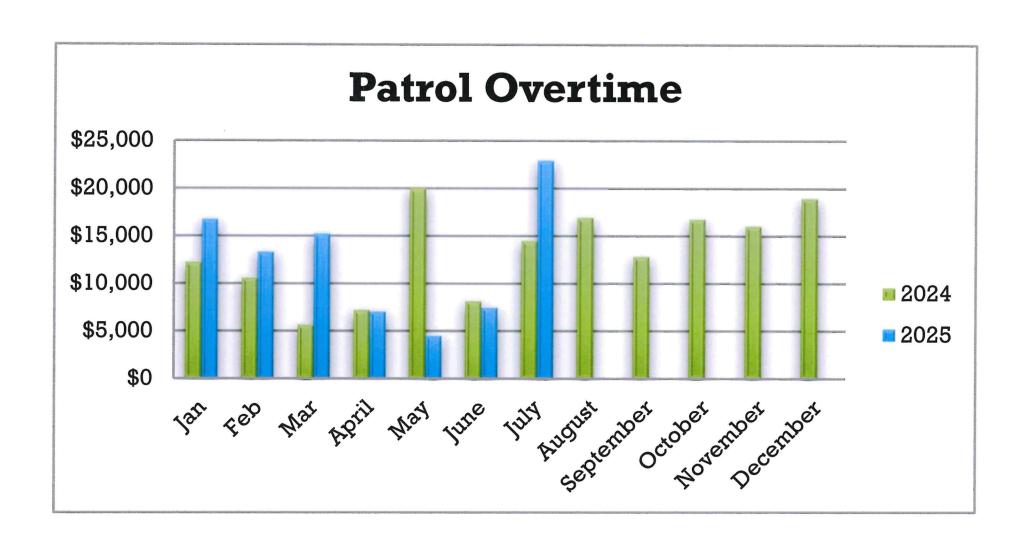
SUMMONS TYPE	<u>July</u> 2019	<u>July</u> <u>2020</u>	<u>July</u> <u>2021</u>	<u>July</u> 2022	<u>July</u> <u>2023</u>	<u>July</u> 2024	<u>July</u> <u>2025</u>	YTD 2025
All Other (ordinances/moving)	141	29	76	71	57	87	107	723
Careless Driving	43	19	24	21	23	23	28	202
Cell Phone	10	0	32	7	1	0	3	35
Driving While Intoxicated	4	0	1	3	3	1	5	22
Driving While Suspended	14	1	6	10	7	8	14	80
Failure to Exhibit Documents	5	0	10	6	5	7	12	58
Failure to Inspect	15	0	0	4	5	11	7	69
Failure to Wear Seatbelt	9	0	0	1	2	0	1	14
Failure to Yield to Pedestrian in Crosswalk	5	0	2	2	0	0	1	8
Maintenance of Lamps	11	0	2	2	0	6	7	46
Speeding	153	2	65	33	42	40	26	197
Uninsured Motorist	3	1	2	1	2	5	8	40
Unlicensed Driver	11	0	3	7	9	4	8	54
Unregistered Vehicle	36	2	11	29	26	52	43	294
Total Summonses	460	54	234	197	182	244	270	1842
i otai Suiliilionses	400	54	234	131	102	Z44	2/0	1042

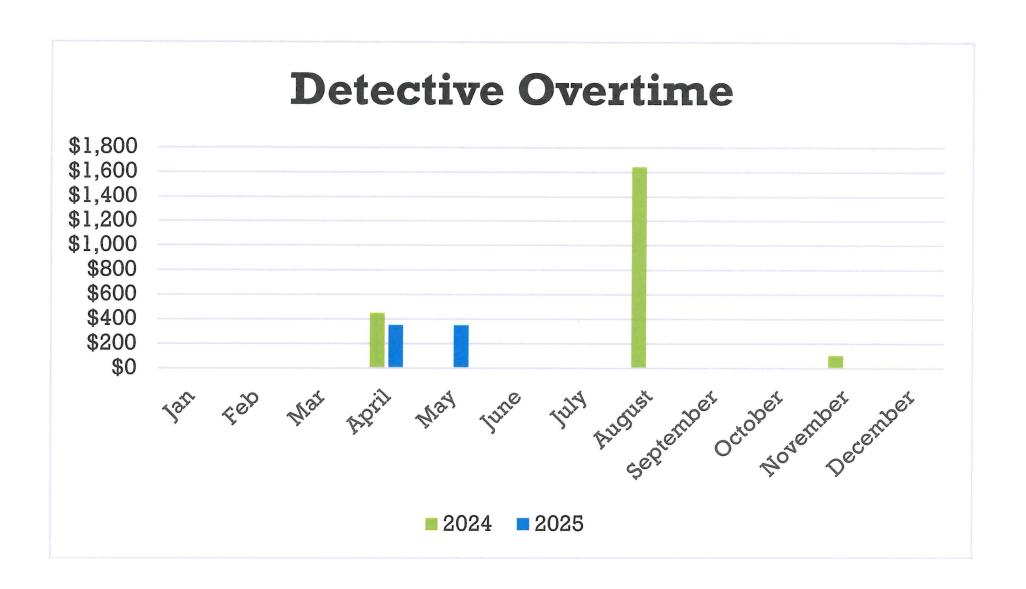
# **JULY PARKING VIOLATIONS**

PARKING ORDINANCE	<u>July</u> <u>2019</u>	<u>July</u> <u>2020</u>	<u>July</u> <u>2021</u>	<u>July</u> <u>2022</u>	<u>July</u> <u>2023</u>	<u>July</u> <u>2024</u>	<u>July</u> <u>2025</u>	<u>YTD</u> <u>2025</u>
			_		_	-		_
Bus Zone	4	0	2	0	4	0	3	5
Loading Zone	16	48	36	48	62	79	136	619
Parking Within Designated Parking Stalls	5	3	15	7	12	7	16	199
No Parking Zones/Anytime	25	14	52	30	32	45	92	568
Park Between 2AM & 6AM 1hr Limit	219	0	1	0	211	150	70	628
Parking Limit 2 hrs. Between 8AM & 6PM	5	0	59	18	15	8	27	160
Park Between 2AM & 6AM in Municipal Yard	0	0	0	0	0	1	0	29
Meters	1151	729	1960	1743	1262	530	1591	9408
Meter Feeding	2	0	0	0	0	0	0	0
Parking in Handicap Space	1	2	0	0	0	1	2	20
All Others	87	10	71	105	73	80	92	763
Total - Parking Violations	1515	806	2196	1951	1671	901	2029	12,399

# **JULY ORDINANCE VIOLATIONS**

ORDINANCE VIOLATION	<u>July</u> 2019	<u>July</u> 2020	<u>July</u> <u>2021</u>	<u>July</u> 2022	<u>July</u> <u>2023</u>	<u>July</u> <u>2024</u>	<u>July</u> <u>2025</u>	<u>YTD</u> 2025
Bicycles/Skateboards Prohibited	0	0	0	0	0	0	0	5
Consumption 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	0
Disregard of Road Closure	2	0	0	0	0	0	0	0
Dog Without a Leash	0	0	0	0	0	0	0	0
False Alarm – 2 <sup>nd</sup> Offense	16	6	3	2	0	0	1	6
False Alarm – 3 <sup>rd</sup> Offense	5	0	0	1	0	0	0	0
False Alarm – 4 <sup>th</sup> Offense	2	0	0	1	0	0	0	0
Failure to Register Alarm	1	0	3	4	2	0	1	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	2	0	0	0	0	0	0	0
Left Turn Prohibited	1	0	0	0	0	0	2	2
Littering	0	0	0	0	0	1	0	0
Noise Complaint	0	0	0	0	0	0	0	0
No U-turn	0	0	0	0	0	0	0	0
Open Container	0	0	0	1	0	7	0	10
Other	0	0	0	0	0	0	1	5
Overweight Vehicle	17	0	4	15	0	3	0	2
Urinating in Public	4	0	0	0	1	0	0	0
TOTAL	51	6	10	24	3	11	5	34







# **Princeton Police Department**

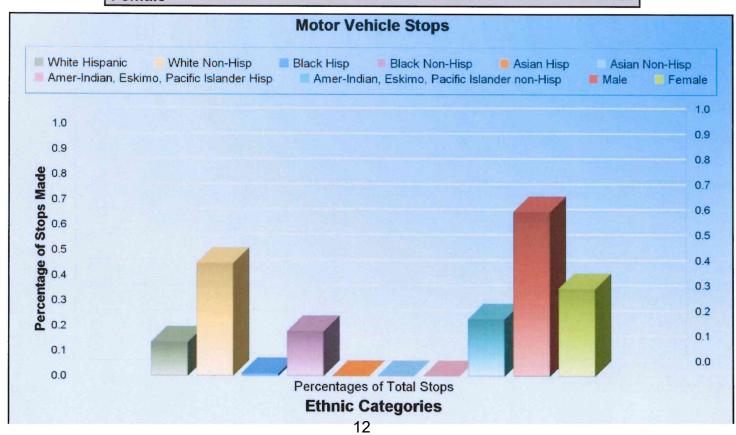
1 Valley Road, Princeton, NJ 08540 Phone: 609-921-2100 Fax: 609-924-8197 Mun. Code: 1110

**Gender & Ethnicity Report - MV Stops** 

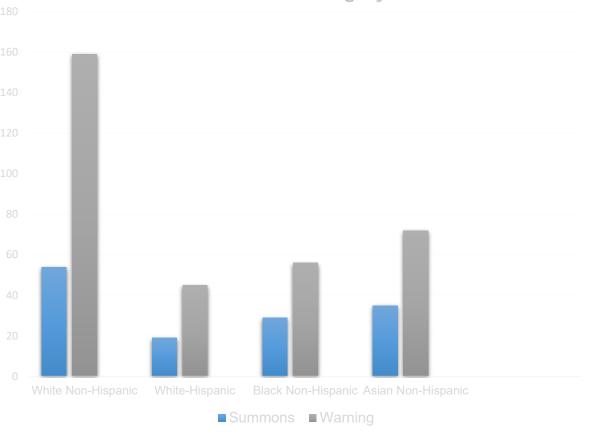
Total MV Stops: 475



Race Code	Total #	Percentage
White Hisp.	64	13.47%
White Non Hisp.	213	44.84%
Black Hisp.	5	1.05%
Black Non-Hisp.	85	17.89%
Native Amer/Eskimo Hisp.	0	0.00%
Native Amer/Eskimo Non-Hisp	0	0.00%
Asian Hisp.	0	0.00%
Asian Non-Hisp	108	22.74%
Male	310	65.26%
Female	165	34.74%



JULY 2025 Summons vs. Warning by Race



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

<u>Asian or Pacific Islander</u> – 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

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

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

		<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	2024	2025		2020	<u>2021</u>	2022	2023	2024	2025
VEHICLES INVOLVED		478	557	590	729	720	736	ROAD CONDITIONS						
INJURIES INVOLVED		51	48	51	73	60	64	Dry: Wet:	209 48	269 27	282 38	339 50	330 50	342 38
INJUNIES INVOLVED		31	40	31	/3	00	04	Snow:	48	14	4	0	11	14
CRASHES WITH INJURI	ES	41	41	44	53	49	57	Ice:	1	1	8	1	4	3
								Other:	0	0	1	0	0	0
PROPERTY DAMAGE C	RASHES	31	35	43	48	32	36	TOTAL:	262	311	333	390	395	397
								CRASHES INVOLVING DEER	17	16	13	10	15	13
								SUMMONS ISSUED	214	239	324	259	336	362
DAYLIGHT/DARKNESS														
Daylight:		208	261	262	323	337	326	CRASHES INVOLVING PEDESTRIANS			_			
Darkness: Unknown:		54 0	50 0	71 0	67 0	58 2	71 0	Injury: Non-Injury:	6	9	5 0	2	10 0	13
OHKHOWH.	TOTAL:	262	311	333	390	395	397	Fatal:	0	0	0	0	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:		39	42	39	66	46	65	Injury:	4	1	3	7	5	7
Tuesday:		40	60	56	64	73	73	Non-Injury:	0	1	0	1	2	0
Wednesday: Thursday:		44 39	45 42	62	50	66	55	Fatal:	0	0	0	0	0	0
Friday:		46	51	54 55	80 74	76 62	59 77	Other:	0	0	0	0	0	0
Saturday:		36	45	41	21	38	48	CRASHES INVOLVING MOTORCYCLES						
Sunday:		18	26	26	35	34	20	Injury:	0	0	1	2	2	3
	TOTAL:	262	311	333	390	395	397	Non-injury:	0	0	0	0	0	0
								Fatal:	0	0	0	0	0	0
TIMES OF DAY								Other:	0	0	0	0	0	0
0001 - 0100:		2	1	4	3	6	1							
0101 - 0200: 0201 - 0300:		0	3	3	0	2	2	FATAL CRASHES	0	0	0	0	0	1
0301-0400:		1	0	5 0	3	2 1	0							
0401 - 0500:		1	1	0	1	1	3							
0501 - 0600		1	0	2	3	4	4	PRIVATE PROPERTY LOCATIONS	29	40	63	32	26	43
0601 - 0700:		6	1	4	7	5	4							
0701 - 0800:		17	12	16	13	18	17	WEATHER CONDITIONS						
0801 -0900:		21	12	21	28	27	24	Overcast:	2	38	3	2	2	1
0901 - 1000:		14	20	13	21	26	20	Snow:	8	13	10	2	13	14
1001 - 1100:		15	20	22	17	31		Rain:	27	15	21	35	31	24
1101 - 1200: 1201 - 1300:		22 24	27 27	21	21	26		Clear:	266	245	299	353	349	358
1301 - 1400:		24	34	22 25	29 27	27 33	38 34	TOTAL:	262	311	333	390	395	397
1401 - 1500:		18	31	25	35	36	29							
1501 - 1600:		23	22	39	33	34	37							
1601 - 1700:		12	27	24	45	33	32							
1701 - 1800:		20	24	27	38	25	36							
1801 - 1900:		9	18	15	16	16	25							
1901 - 2000:		10	9	17	21	15	18							
2001 - 2100:		6	9	9	9	10	10							
2101 - 2200:		8	5	8	7	8	10							
2201 - 2300:		2	6	6	7	5	7							
2301 - 2400:		5	2	5	6	4	3							
Unknown:	TOTAL:	0 <b>262</b>	0 <b>311</b>	0 <b>333</b>	0 <b>390</b>	0 <b>395</b>	0 <b>397</b>							

# USE OF FORCE 2025

	<u>Jan</u>	Feb	Mar	Apr	May	Jun	<u>Jul</u>	Aug	Sep	Oct	Nov	Dec	Total
Total Number of Use of Force Incidents	1	0	1	0	0	0	0						2
Persons against whom force was used	1	0	1	0	0	0	0						2
Total Number Officer use of Physical Force	4	0	3	0	0	0	0						7
Total Number Officer use of Mechanical Force	0	0	0	0	0	0	0						0
Total Officer Show of Force	2	0	0	0	0	0	0						2
Total Officer use of Deadly Force	0	0	0	0	0	0	0						0

January	25-00202 (UOF), 25-00466 (SOF)
February	-
March	25-06664 (UOF)
April	-
May	-
June	-
July	-
August	
September	
October	
November	
December	

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

# PRINCETON POLICE DEPARTMENT CHIEF'S MONTHLY REPORT



**AUGUST 2025** 

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# Safe Neighborhood Bureau Monthly Report August 2025

#### **Activities to Note:**

- ❖ Sgt. Navas and Ptl. King handled Municipal Court for the month of August.
- Sgt. Navas tested the court panic alarms.
- Sgt. Navas conducted two vacant house checks.
- ❖ Sgt. Navas conducted a Station Tour for two adults and three children.
- ❖ The Safe Neighborhood Bureau hosted its annual Community Night Out event.

#### **Princeton Police Department**

#### **D**etective **B**ureau

#### Monthly Report -August 2025

Cases Assigned This Month	Open Investigations	Cases Closed This Month
42	13	29

#### **Juvenile Report**

Juvenile Petition	Station House Adjustment	Curb Side Warnings
0	0	0

#### **Background Investigations**

Solicitor	Firearms	PFARS	Dispatch	Megan's Law Registrations
0	3	0	5	0

#### Comparison

August 2025: 42 cases assigned
YTD 2025: 342 cases assigned
YTD: 2024: 435 cases assigned

#### **Firearms**

August 2025: 3

Total YTD 2025: 60
Carry Permit August 2025: 0

Carry Permit Total YTD 2025: 7

Carry Permit Total YTD 2024: 13

#### **ARRESTS**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	May	<u>Jun</u>	<u>Jul</u>	Aug	<u>Sep</u>	<u>Oct</u>	Nov	<u>Dec</u>	YTD
<u>2025</u>	12	11	10	11	14	11	20	11					100
<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
2020	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>	May	<u>Jun</u>	<u>Jul</u>	Aug	<u>Sep</u>	<u>Oct</u>	Nov	<u>Dec</u>	YTD
<u>2025</u>	2,971	3,135	3,116	3,688	3,401	3,311	3,285	3,130					26,037
<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
2020	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

#### **AUGUST OFFENSES**

<u>0</u>	<u>August</u> <u>2019</u>	<u>August</u> <u>2020</u>	<u>August</u> <u>2021</u>	<u>August</u> <u>2022</u>	<u>August</u> <u>2023</u>	<u>August</u> <u>2024</u>	<u>August</u> <u>2025</u>	<u>YTD</u> 2025
	4	0	0	0	0	4	•	_
Assault/Aggravated	1	0	0	0	0	1	0	5
Assault/Simple	7	2	10	4	4	3	1	17
Burglary	2	1	1	1	3	4	1	11
Burglary to Vehicle	5	2	2	4	4	2	1	15
Criminal Mischief	10	8	0	3	5	5	9	55
CDS Possession – Marijuana	10	2	0	0	0	0	0	1
CDS Possession – Heroin	0	0	0	0	0	0	2	2
DUI	0	1	2	2	3	4	5	27
Robbery	0	0	2	0	0	0	1	1
Sexual Assault	0	0	0	0	0	0	0	3
Theft	19	12	36	16	17	14	15	95
TOTAL	49	30	53	30	36	33	35	232

#### **AUGUST NON-CRIMINAL INCIDENTS**

NON-CRIMINAL	<u>August</u>	YTD						
<u>INCIDENTS</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2025</u>
Alarms Auto	0	0	0	0	2	0	1	1
Alarms Burglar	2	2	0	0	0	0	0	3
Alarms Commercial Burglar	23	33	18	23	23	14	21	168
Alarms Commercial Fire	22	28	24	32	30	44	29	230
Alarms Fire	3	8	6	2	2	1	0	5
Alarms Medical	15	15	14	8	6	9	11	102
Alarms Other	2	4	2	3	5	2	3	38
Alarms Panic	8	8	5	6	0	5	5	24
Alarms Residential Burglar	58	52	39	51	42	55	41	326
Alarms Residential Fire	21	20	11	17	21	23	28	169
Animal Complaints	36	33	49	72	24	22	28	165
<b>Emotionally Disturbed Person</b>	13	14	13	8	17	17	14	121
Fire (Other) Gas, Odor of Smoke	10	19	9	9	10	9	6	126
Fire Commercial	1	0	1	0	0	0	0	4
Fire Dwelling	0	1	0	0	0	0	0	3
Fire Vehicle	0	1	0	0	1	0	0	6
Firearms Applicant	4	24	13	16	3	10	5	53
Foot Patrol	80	97	79	75	70	30	77	729
Medical Call	150	127	145	170	185	153	164	1469
Missing Person	2	3	1	3	12	1	3	23
Motor Vehicle Stop	866	33	354	379	416	574	488	3843
MVC Involving Injury	13	5	8	10	8	9	6	62
MVC No Injury	56	32	29	44	51	43	45	386
MVC No Report	6	3	8	6	6	9	7	58
MVC With Bicycle	1	0	1	0	0	1	1	9
MVC With Deer	2	0	1	1	0	0	2	15
MVC With Pedestrian	0	1	2	0	1	0	3	16
Noise Complaint	15	31	30	25	29	21	20	129
School Crossing	0	0	0	0	0	0	0	110
School Detail	0	0	0	0	0	0	0	215
Urinating in Public	3	0	1	0	0	1	1	3
Non-Criminal – TOTAL	1,412	594	863	960	964	1053	1009	8612
	-, · · -							33.2

#### **AUGUST SUMMONSES**

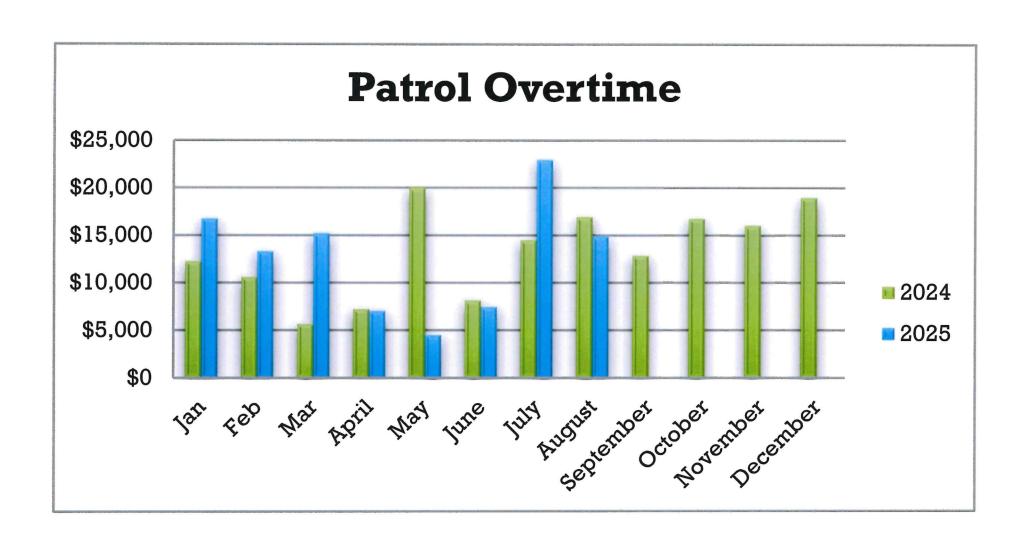
SUMMONS TYPE	<u>August</u> <u>2019</u>	<u>August</u> <u>2020</u>	<u>August</u> <u>2021</u>	<u>August</u> <u>2022</u>	<u>August</u> <u>2023</u>	<u>August</u> <u>2024</u>	<u>August</u> <u>2025</u>	<u>YTD</u> 2025
All Other (ordinances/moving)	180	22	50	42	63	107	96	819
Careless Driving	26	15	22	28	33	25	29	231
Cell Phone	9	0	6	5	6	1	1	36
Driving While Intoxicated	0	1	2	2	3	4	5	27
Driving While Suspended	40	3	9	7	18	8	7	87
Failure to Exhibit Documents	13	0	8	3	7	17	9	67
Failure to Inspect	11	0	3	5	14	11	0	69
Failure to Wear Seatbelt	9	0	4	3	4	3	1	15
Failure to Yield to Pedestrian in Crosswalk	14	1	8	1	2	0	4	12
Maintenance of Lamps	10	0	1	4	5	1	2	48
Speeding	134	1	85	38	29	58	30	227
Uninsured Motorist	5	0	2	2	7	5	1	41
Unlicensed Driver	20	2	2	10	8	10	4	58
Unregistered Vehicle	60	2	18	27	30	56	26	320
Total Summonses	531	47	220	177	229	306	215	2057

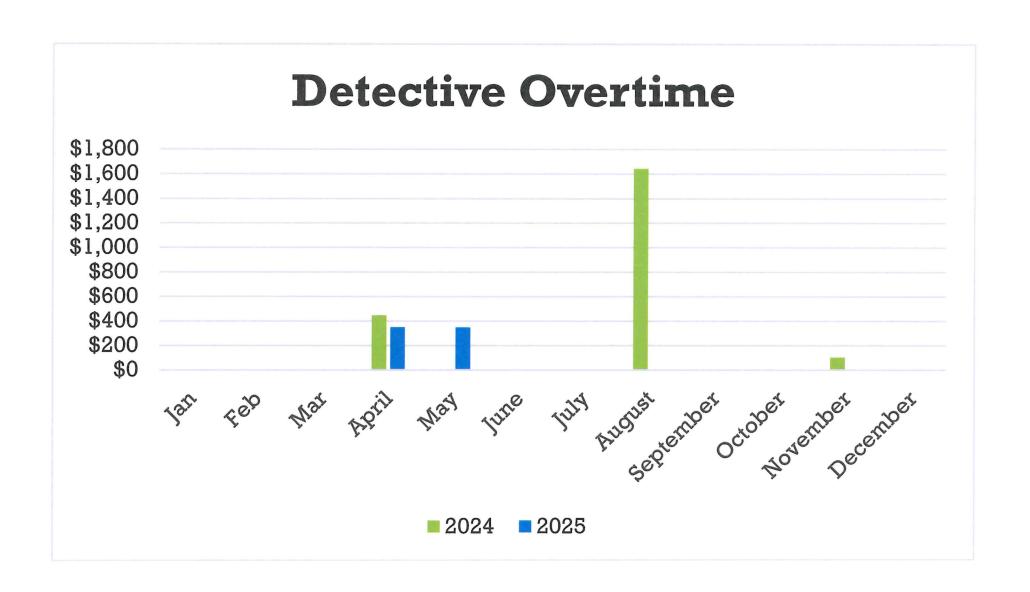
#### **AUGUST PARKING VIOLATIONS**

PARKING ORDINANCE	<u>August</u> <u>2019</u>	<u>August</u> <u>2020</u>	<u>August</u> <u>2021</u>	<u>August</u> <u>2022</u>	<u>August</u> <u>2023</u>	<u>August</u> <u>2024</u>	<u>August</u> <u>2025</u>	YTD 2025
Bus Zone	1	0	0	1	0	0	4	9
Loading Zone	22	34	26	41	31	67	103	722
Parking Within Designated Parking Stalls	14	10	11	20	9	15	9	208
No Parking Zones/Anytime	21	12	28	54	40	42	121	689
Park Between 2AM & 6AM 1hr Limit	190	0	0	0	245	175	75	703
Parking Limit 2 hrs. Between 8AM & 6PM	92	0	24	81	50	22	10	170
Park Between 2AM & 6AM in Municipal Yard	0	0	1	0	1	0	0	29
Meters	1,115	1,055	1,791	2087	1265	865	1336	10,744
Meter Feeding	3	0	0	13	1	0	0	0
Parking in Handicap Space	1	0	0	0	1	0	3	23
All Others	53	16	75	85	92	42	49	812
Total - Parking Violations	1,512	1,127	1,956	2382	1735	1228	1710	14,109

#### **AUGUST ORDINANCE VIOLATIONS**

ORDINANCE VIOLATION	<u>August</u> <u>2019</u>	<u>August</u> <u>2020</u>	<u>August</u> <u>2021</u>	<u>August</u> <u>2022</u>	August 2023	<u>August</u> <u>2024</u>	<u>August</u> <u>2025</u>	<u>YTD</u> <u>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	1	1
Disregard of Road Closure	1	0	0	0	0	0	0	0
Dog Without a Leash	0	0	0	0	0	0	0	0
False Alarm – 2 <sup>nd</sup> Offense	13	3	1	0	3	6	1	7
False Alarm – 3 <sup>rd</sup> Offense	6	1	1	0	1	0	1	1
False Alarm – 4 <sup>th</sup> Offense	0	0	0	0	0	0	0	0
Failure to Register Alarm	1	2	0	0	0	1	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	2	0	0	0	0	0	1	1
Left Turn Prohibited	0	0	0	0	0	0	0	2
Littering	1	0	0	0	1	0	0	0
Noise Complaint	1	0	0	0	0	0	0	0
No U-turn	0	0	0	0	0	0	0	0
Open Container	0	1	1	0	0	3	0	10
Other	1	0	0	0	0	0	0	5
Overweight Vehicle	18	0	2	4	0	2	2	4
Urinating in Public	3	0	1	0	1	1	1	1
TOTAL	47	7	6	4	6	13	7	41







#### **Princeton Police Department**

1 Valley Road, Princeton, NJ 08540

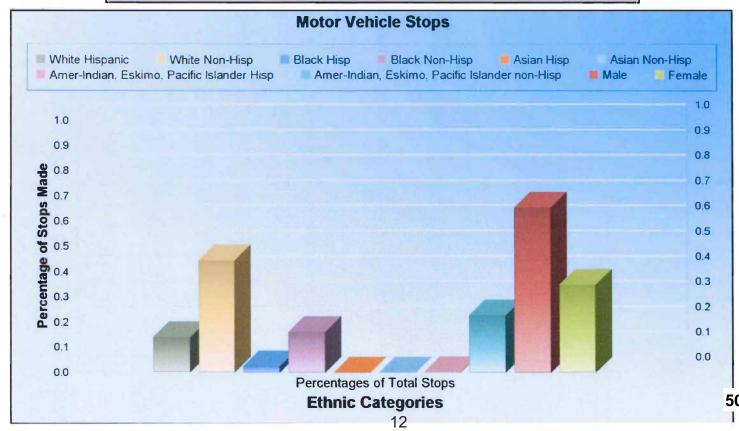
Phone: 609-921-2100 Fax: 609-924-8197 Mun. Code: 1110 **Gender & Ethnicity Report - MV Stops** 



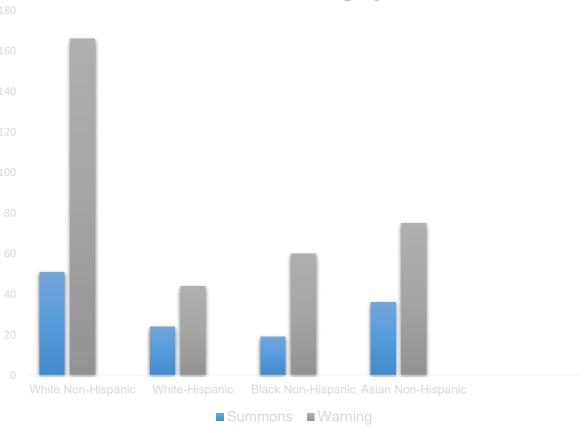


#### Gender / Ethnic breakdown shown in percentages of overall number of MV Stops

Race Code	Total #	Percentage
White Hisp.	68	13.93%
White Non Hisp.	217	44.47%
Black Hisp.	12	2.46%
Black Non-Hisp.	79	16.19%
Native Amer/Eskimo Hisp.	0	0.00%
Native Amer/Eskimo Non-Hisp	0	0.00%
Asian Hisp.	1	0.20%
Asian Non-Hisp	111	22.75%
Male	318	65.16%
Female	170	34.84%







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

<u>Asian or Pacific Islander</u> – 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

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

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

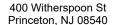
		<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>		<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	2025
VEHICLES INVOLVED		542	624	693	841	820	825	ROAD CONDITIONS						
INJURIES INVOLVED		58	58	63	86	70	70	Dry: Wet:	246 48	305 28	335 39	392 56	375 57	390 41
CRASHES WITH INJURIES		46	49	54	61	58	63	Snow: Ice:	1	14 1	4 8	0 1	11 4	14 3
PROPERTY DAMAGE CR	ASHES	38	36	52	54	38	44	Other: TOTAL:	0 <b>299</b>	0 <b>348</b>	1 <b>387</b>	0 <b>449</b>	0 <b>447</b>	0 <b>448</b>
								CRASHES INVOLVING DEER	17	17	14	10	15	15
DAYLIGHT/DARKNESS								SUMMONS ISSUED	243	273	373	304	401	399
Daylight:		244	295	312	378	378	374	CRASHES INVOLVING PEDESTRIANS						
Darkness:		55	53	75	71	69	74	Injury:	7	11	5	3	10	16
Unknown:		0	0	0	0	0	0	Non-Injury:	0	0	0	1	0	0
	TOTAL:	299	348	387	449	447	448	Fatal:	0	1	0	0	0	0
								Other:	0	0	0	0	0	0
NUMBER OF CRASHES B	BY DAY							CD A CLUTC IN VOLVENCE DICYCLICTO						
Unknown:		0	0	0	0	0	0	CRASHES INVOLVING BICYCLISTS		1	2	7	c	
Monday:		48 45	47 70	46 67	77 76	51 82	71 78	Injury: Non-Injury:	4 0	1 2	3 0	7 1	6 2	8
Tuesday: Wednesday:		50	50	77	63	73	63	Fatal:	0	0	0	0	0	0
Thursday:		39	48	67	91	79	69	Other:	0	0	0	0	0	0
Friday:		56	57	56	77	72	90							
Saturday:		40	49	44	24	49	53	CRASHES INVOLVING MOTORCYCLES						
Sunday:		21	27	30	41	41	24	Injury:	0	1	1	2	1	3
	TOTAL:	299	348	387	449	447	448	Non-Injury:	0	0	0	0	0	0
								Fatal:	0	0	0	0	0	0
TIMES OF DAY								Other:	0	0	0	0	0	0
0001 - 0100:		2	1	5	3	6	1	FATAL CRASHES	0	1	0	0	0	1
0101 - 0200: 0201 - 0300:		0 1	4 0	3 5	3	3 2	3 2	FATAL CRASHES	U	-	U	U	U	-
0301-0400:		1	0	0	0	1	0							
0401 - 0500:		1	1	0	2	1	3							
0501 - 0600		1	0	2	3	4	4	PRIVATE PROPERTY LOCATIONS	34	47	74	39	32	54
0601 - 0700:		6	1	4	7	5	5							
0701 - 0800:		18	12	18	13	21	18	WEATHER CONDITIONS						
0801 -0900:		23	15	26	33	33	25	Overcast:	2	38	3	0	2	1
0901 - 1000:		14	22	20	28	31	23	Snow:	8	13	10	2	13	14
1001 - 1100: 1101 - 1200:		19 24	22 31	23 24	22 25	34 30	21 33	Rain: Clear:	62 270	16 281	22 352	40 407	38 394	26 407
1201 - 1300:		30	29	25	33	27	44	TOTAL:	299	348	387	449	447	448
1301 - 1400:		30	36	32	32	37	41	<u></u>					1.1	
1401 - 1500:		21	31	26	40	44	34							
1501 - 1600:		25	27	43	41	36	39							
1601 - 1700:		15	29	25	49	38	35							
1701 - 1800:		21	32	37	42	28	39							
1801 - 1900:		13	22	19	18	17	26							
1901 - 2000:		12	9	18	22	18	21							
2001 - 2100: 2101 - 2200:		6 8	10 6	12 8	11 9	12 10	10 10							
2201 - 2300:		3	6	8 7	7	5	8							
2301 - 2400:		5	2	5	6	4	3							
Unknown:		0	0	0	0	0	0							
	TOTAL:	299	348	387	449	447	448							

# USE OF FORCE 2025

	<u>Jan</u>	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Total Number of Use of Force Incidents	1	0	1	0	0	0	0	0					2
Persons against whom force was used	1	0	1	0	0	0	0	0					<b>2</b>
Total Number Officer use of Physical Force	4	0	3	0	0	0	0	0					<mark>7</mark>
Total Number Officer use of Mechanical Force	0	0	0	0	0	0	0	0					0
Total Officer Show of Force	2	0	0	0	0	0	0	2					4
Total Officer use of Deadly Force	0	0	0	0	0	0	0	0					0

January	25-00202 (UOF), 25-00466 (SOF)
February	-
March	25-06664 (UOF)
April	-
May	-
June	-
July	-
August	25-23108 (SOF)
September	
October	
November	
December	

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





#### Princeton NJ

#### Staff Report

File #: 0066 Agenda Date: 9/23/2025 Agenda #: 1.

# Proclamation

Office of the Mayor Municipality of Princeton

#### PROCLAMATION FOR YOUNITY'S 2025 COMMUNITIES OF LIGHT

WHEREAS, it is the policy of the Municipality of Princeton to recognize organizations that have contributed to the overall benefit of the community; and

WHEREAS, Younity (formerly Womanspace), founded in 1977, has demonstrated a unique ability to provide comfort, support services, crisis intervention and safety to women, men and children who are victims of domestic violence, sexual assault and strangulation; and

WHEREAS, Younity (formerly Womanspace), in the belief that "peace begins at home", has asked the Mercer County Community to join them in their struggle against family violence by participating in their annual Communities of Light project; and

WHEREAS, Younity (formerly Womanspace) has provided emergency shelter in secure locations and comprehensive services for victims of domestic violence since 1977, sexual assault since 2002 and strangulation since 2024, for more than 130,204 women, 17,782 children and 9,397 men. Additionally, Younity (formerly Womanspace) has assisted more than 332,296 hotline callers over the last 48 years; and

WHEREAS, the Municipality of Princeton commends Younity (formerly Womanspace) for their efforts to bring an end to the cycle of interpersonal violence imposed on women, men, and children; and

WHEREAS, as Mayor of the Municipality of Princeton I urge that each and every household demonstrate their support of the concept that "peace begins at home" by placing luminaries along their driveways and sidewalks on Monday, October 27th, 2025, as a visible symbol of

File #: 0066 Agenda Date: 9/23/2025 Agenda #: 1.

that support; and

WHEREAS, the proceeds from Communities of Light 2025 will be used to fund vital services for victims of domestic violence, sexual assault, strangulation and human trafficking.

**NOW, THEREFORE, BE IT PROCLAIMED,** I, Mark Freda, Mayor of the Municipality of Princeton, and the Council of Princeton, County of Mercer, State of New Jersey, do hereby proclaim October 27th, 2025 as

#### **COMMUNITIES OF LIGHT DAY**

and hereby honor Younity (formerly Womanspace) on its many accomplishments and wish them continued success with Communities of Light in the years to come.

"Peace Begins at Home. It Shines Through Our Communities"

GIVEN UNDER MY HAND AND SEAL THIS 23rd DAY OF SEPTEMBER 2025

MARK FREDA,
Mayor





#### Staff Report

400 Witherspoon St Princeton, NJ 08540

**File #:** ORD 25-16 **Agenda Date:** 9/23/2025 **Agenda #:** 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

#### **ORDINANCE #2025-16**

An Ordinance by the Municipality of Princeton Regulating Parking and Amending Chapter 19 of the "Code of the Borough of Princeton, New Jersey, 1974"

**WHEREAS,** Pelham Street consists of two travel lanes and a parking lane on the south side within a twenty-four foot wide paved roadway; and

**WHEREAS**, parking on the south side of Pelham Street is restricted only within 25 feet of its intersection with Harrison Street under N.J.S.A 39.4-138; and

**WHEREAS**, turning vehicles, including emergency vehicles, have difficulty maneuvering onto Pelham Street from Harrison Street due to the proximity of parked vehicles; and

**WHEREAS**, Sergeant Street, the next proximate street parallel to Pelham Street is of a similar configuration and has a parking prohibition that alleviates this condition; and

**WHEREAS**, the Department of Infrastructure & Operations has determined that parking should be prohibited for a distance of 93 feet from Harrison Street in order to allow for unobstructed turning from Harrison Street and to accommodate an existing driveway; and

**WHEREAS,** the Traffic Safety Committee recommends prohibiting parking on the south side of Pelham Street near the intersection with Harrison Street a distance of 93 feet.

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

<u>Section 1. No parking zones amended</u>. Section B19-22 of Chapter 19 of the "Code of the Borough of Princeton, New Jersey, 1974", entitled "No Parking Zones," is amended as follows (new text is underlined <u>thus</u>; deleted text is in brackets [thus]).

#### Sec. B19-22 No Parking Zones.

(a) No parking at any time.

(1) Designated. No person shall park a vehicle at any time upon any of the following streets or parts thereof:
 Pelham Street, south side, from the east curbline of Harrison Street to a point
 93 feet easterly

<u>Section 2. Signage</u>. The appropriate signs shall be posted to implement the requirements of this ordinance.

<u>Section 3. Repealer.</u> All ordinances or resolutions or parts thereof inconsistent with this ordinance are repealed to the extent of such inconsistency.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

Section 5. Effective date. This ordinance shall take effect on November 1, 2025.

Dawn Mount, Clerk	Hon. Mark Freda, Mayor

STATEMENT OF PURPOSE: The purpose of this ordinance is to amend Princeton's traffic regulations in the "Code of the Borough of Princeton, New Jersey, 1974" by prohibiting parking on Pelham Street near the intersection with Harrison Street.



# MUNICIPALITY & PRINCETON

Department of Infrastructure & Operations

400 Witherspoon Street Princeton, NJ 08540 (609) 921-7077 engineering@princetonnj.gov

#### MEMORANDUM

To: Mayor and Council

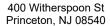
From: Deanna Stockton, *Deputy Administrator*Subject: No Parking Ordinance for Pelham Street

Date: September 18, 2025

Attached for Council's introduction at its September 23, 2025 meeting is an ordinance to amend Chapter 19 of the "Code of the Borough of Princeton, New Jersey, 1974" regarding No Parking Zones.

Pelham Street is a residential street which intersects Harrison Street and is one of a series of roadways which run parallel to Nassau Street (NJ 27). It is a twenty-four feet wide two-way road with parking on the south side. N.J.S.A 39.4-138 establishes a twenty-five foot parking prohibition from the intersection with Harrison Street. The other parallel roadways in close proximity currently have parking restrictions from the Harrison Street intersection in excess of the N.J.S.A. statute. Based upon the roadway width and locations of existing driveways on the south side of Pelham, the Traffic Safety Committee supported the recommendation to prohibit parking on the south side of the roadway within 93 feet of the Harrison Street intersection.

We appreciate Council's support of this recommendation and vote to introduce the no parking ordinance. Please contact me if you have questions.





#### Princeton NJ

#### Staff Report

File #: R-25-316 Agenda Date: 9/23/2025 Agenda #: 1.

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

WHEREAS, Princeton pursuant to N.J.S.A. 40A:14-118 has created and established the Princeton Police Department; and

WHEREAS, Princeton has provided for the Princeton Police Department a line of authority relating to the police function including the ability to promote and appoint officers for said department for the effective and efficient operation of the department; and

WHEREAS, Princeton wishes to make a merit-based promotion from within said police department to appoint officers to the positions of Chief of Police;

**NOW THEREFORE BE IT RESOLVED by** the Mayor and Council of Princeton approve the following promotions:

1. Princeton Police Department Captain Matthew Solovay is hereby promoted to the rank of Chief of Police of the Princeton Police Department effective October 1, 2025.



# MUNICIPALITY & PRINCETON

Police Department
1 Valley Road
Princeton, NJ 08540
(609) 921-2100
ctash@princetonnj.gov

#### MEMORANDUM

**To:** Bernard Hvozdovic, *Administrator* **From:** Christopher Tash, *Chief of Police* 

**Subject:** Police Department Captain Appointment

Date: September 09, 2022

On July 21, 2025, the Police Department initiated the promotional process for the position of Chief of Police. In accordance with General Order 2-4, all eligible candidates were notified of the process through a department memorandum. The process required:

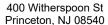
- Submission of a letter of intent addressed to my attention, confirming the candidate's participation
- Submission of a professional résumé
- An interview before the Public Safety Committee
- A recommendation from the Chief of Police to the Mayor and Council

Captain Matthew Solovay, along with Lieutenants Thomas Lagomarsino and Leonard Thomas, submitted letters of intent to participate in the process. On August 25, 2025, each candidate appeared before the Public Safety Committee for their respective interviews.

After a comprehensive review of each candidate's service record and performance in the interview process, I am formally recommending Captain Matthew Solovay for promotion to the position of Chief of Police.

As the most senior member of the command staff in both rank and tenure, Captain Solovay has consistently demonstrated the leadership, judgment, and competencies required of a Chief of Police. His record of achievement and proven commitment to the department provide confidence that he will continue to lead with integrity, professionalism, and vision. I am confident that Captain Solovay will excel in this new role and uphold the highest standards of the Princeton Police Department.

Lieutenants Lagomarsino and Thomas continue to excel in their current roles and have demonstrated the qualities of leadership within the department. Their continued professional growth ensures strong leadership succession for years to come.



#### Princeton NJ

#### Staff Report

File #: R-25-317 Agenda Date: 9/23/2025 Agenda #: 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

WHEREAS, the Municipality of Princeton is a recipient of a Fiscal Year 2018 Safe Routes to School (SRTS) Grant in the \$1,000,000 for construction of pedestrian improvements on Rosedale Road (County Route 604) and intersection improvements at General Johnson Road; and

WHEREAS, the New Jersey Department of Transportation (NJDOT) Division of Local Aid has established the SRTS Design Assistance Program, which makes available consultant engineering services to assist recipients of 2018 SRTS grants with the development of plans, specifications, and estimates (PS&E) for their SRTS projects; and

WHEREAS, the Municipality of Princeton has selected NV5, one of the three prequalified consultants in the SRTS Design Assistance Program consultant pool; and

WHEREAS, the Municipality of Princeton and the New Jersey Department of Transportation Division of Local Aid have agreed upon a scope of work and budget for final engineering activities; and

WHEREAS, at this time the NJDOT has presented Princeton with Modification No. 2 to the Federal Aid Agreement No. 2021-DT-DLA-551 Contract ID: 21 70028 for execution which sets forth the terms and conditions of the NJDOT and FHWA's reimbursement funding of these final engineering design services.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Municipality of Princeton, County of Mercer, State of New Jersey, that the Mayor and Clerk are hereby authorized and directed to execute the Federal Aid Agreement No. 2021-DT-DLA-551 Contract ID: 21 70028 with the New Jersey Department of Transportation Division of Local Aid, which provides for reimbursement of up to \$295,115.12 to Princeton for purposes of funding the final engineering design services agreement between Princeton and NV5 under Safe Routes to Schools.



# MUNICIPALITY & PRINCETON

Department of Infrastructure & Operations

400 Witherspoon Street Princeton, NJ 08540 (609) 921-7077 engineering@princetonnj.gov

#### **MEMORANDUM**

To: Mayor and Council

From: Deanna Stockton, Deputy Administrator

**Subject:** Federal Grant Agreement Scope Modification No. 2 and Final Design Contract with NV5 for the 2018 Safe

Routes to School "Rosedale Road (County Route 604) & General Johnson Drive Intersection & Pathway

Improvements - Federal Project No. Ta-D00s(435) / State Job No.: 6500343"

Date: September 18, 2025

Attached for Council's action at its September 23, 2025 meeting are two resolutions related to a 2018 federal Safe Routes to School grant project on Rosedale Road (County Route 604):

- Resolution Authorizing the Mayor and Clerk to Accept Agreement Modification No. 2 for a Modified Agreement Amount of \$919,017.60 for Rosedale Road (County Route 604) & General Johnson Drive Intersection & Pathway Improvements - Federal Project No. TA-D00S(435) / State Job No.: 6500343
- Resolution Authorizing a Professional Services Agreement in an Amount Not to Exceed \$620,167.98 with NV5 for Final Design Services (the full amount is eligible for reimbursement through Federal Aid Agreement No. 2021-DT-DLA-551 Contract ID: 21 70028)

The Municipality of Princeton was the recipient of a Fiscal Year 2018 federal Safe Routes to School grant for \$1,000,000 to fund the construction of pedestrian and intersection improvements on Rosedale Road (County Route 604) related to Johnson Park Elementary School. In October 2020, Princeton Council approved the original professional services agreement with NV5 for preliminary design services and the federal aid agreement to reimburse Princeton for a portion of the preliminary engineering design services fees. A public information center was held as required during the preliminary design phase in April 2022 which resulted in a change to the original project scope.

The final project scope includes the following proposed improvements:

- Widened multi-use pathway on the north side of Rosedale Road from Elm Road to Christopher Drive
- New sidewalk on the south side of Rosedale Road between 108 Rosedale Road and Elm Road
- New sidewalk on the south side of Rosedale Road between Greenway Meadows driveway (opposite General Johnson Road) to Lambert Drive (west)

We appreciate Council's approval of these resolutions which will result in construction documents for the much anticipated improvements to the pedestrian facilities on Rosedale Road. Please contact me if you have any questions.



P.O. Box 600 Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

FRANCIS K. O'CONNOR Commissioner

TAHESHA L. WAY
Lt. Governor

Deanna Stockton, P.E., C.M.E. Municipal Engineer Municipality of Princeton 400 Witherspoon Street Princeton, NJ 08540

Re: MODIFICATION NO. 2 TO FEDERAL AID AGREEMENT

Rosedale Road (CR 604) & General Johnson Drive Intersection and Pathway Improvement Project

Princeton, Mercer County Federal Project No.: D00S435 State Job No.: 6500343

Dear Ms. Stockton:

On August 01, 2025, the Federal Highway Administration (FHWA) authorized additional funding in the amount of \$620,167.98 for the final design (FD) costs associated with the above captioned Federal Aid Highway Program project. This authorization was based on the scope of work and budget agreed upon by Princeton and the Division of Local Aid.

Enclosed please find a copy of Modification No. 2, to Federal Aid Agreement 2021-DT-DLA-551, for the subject project.

Please return three (3) original signed and sealed copies of the attached agreement modification for execution by the Department. Although not required for the modification, if passed per your entity's procedures, please provide three (3) copies of original signed/sealed Resolutions.

As a reminder, WORK CANNOT BEGIN ON FD ACTIVITIES UNTIL THIS AGREEMENT MODIFICATION IS EXECUTED BY NJDOT. Any costs associated with FD activities incurred prior to NJDOT execution of this agreement modification will be deemed non-participating and ineligible for reimbursement.

If you have any questions, please contact Marquis McEwen at (609) 963-1186.

Sincerely,

Marquis McEwen

Project Management Specialist 1

Division of Local Aid and Economic Development

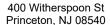
Marguis Mc wen

# NEW JERSEY DEPARTMENT OF TRANSPORTATION LOCAL AID & ECONOMIC DEVELOPMENT TRENTON, NEW JERSEY

#### **AGREEMENT MODIFICATION**

MODIFICATIO	N NO. 2	FEDERAL PRO	DJECT NO	TA-D00S(435)	DATE August 5, 20	025				
PROJECT	Rosedale	Rd (Cr 604) & Gen	eral Johns	son Dr. Intersection &	Pathway Improvements					
LOCATION	Princetor	Princeton, Mercer County								
SPONSOR	Princetor	n City								
AGREEMENT I	DATE 12/28/202	20 AGREEMI	ENT NO.	2021-DT-DLA-551						
		PROVISIONS OF T GES TO THE AGRI			IENT, THE SPONSOR A	AND THE				
the perio this amo	d of performance (	"Project Fund"). No eement. The Subreci	either the S	State, FHWA, nor USI	basis, in the amount of <u>\$2</u> DOT shall provide funding he State, FHWA nor USD	g greater than				
3.2 The Proj										
CHANGE TO:										
3.1 The State hereby awards a Grant of federal funds, available on a reimbursement basis, in the amount of \$919,017.60 for the period of performance ("Project Fund"). Neither the State, FHWA, nor USDOT shall provide funding greater than this amount under this Agreement. The Subrecipient acknowledges that neither the State, FHWA nor USDOT are liable for payments that exceed this amount.										
	3.2 The Project shall be completed by <u>December 31, 2028</u> , unless either terminated or extended by written authorization of									
					<b>Additional Funds</b>					
Original Agreement	Amount (PE) otal Amt. (PE+Mod. 1	\$295,115.12 1) \$298,849.62	•	CER	CTIFICATION OF FUNDS					
_	·	\$620,167.98	•							
This Modification Amount (Mod. 2 FD) \$620,167.9  Modified Agreement Amt(PE+Mod1+Mod2) \$919,017.6			•	Barbara DeLucia, D	Director of Accounting and	Date				
Original Agreement Compl. Date 12/31/2026				A	Auditing					
Revised Agreement (	Compl. Date	12/31/2028	•	FOR	R PROGRAM USE ONLY:					
	ACCEPTED			Document No.						
				Registration No.						
	(Sponsor)		Date	_						
	RECOMMENDED									
				CEDTIFICA	TION ACCEPTANCE PROJI	ECTS				
Marquis McEwer	n, Project Managemen Local Aid	t Specialist 1	Date		s approved for Federal particip					
Mahmood A Khanda	akar, Project Managen Local Aid	nent Specialist 3	Date		or, Local Aid & Economic	Date				

**Contract ID: 21 70028** 



# A LE RESE

#### Princeton NJ

#### Staff Report

File #: R-25-318 Agenda Date: 9/23/2025 Agenda #: 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

WHEREAS, the Municipality of Princeton is a recipient of a Fiscal Year 2018 Safe Routes to School (SRTS) Grant in the amount of \$1,000,000 for construction of the Rosedale Road (County Route 604) & General Johnson Road Intersection and Pathway Improvement Project; and

WHEREAS, the New Jersey Department of Transportation (NJDOT) Division of Local Aid has established the SRTS Design Assistance Program, which makes available consultant engineering services to assist recipients of 2018 SRTS grants with the development of plans, specifications, and estimates (PS&E) for their SRTS projects; and

WHEREAS, the Municipality of Princeton selected NV5 of Parsippany, New Jersey as design consultant to complete preliminary engineering of the Rosedale Road SRTS Project by resolution 2020-343 on October 26, 2020; and

WHEREAS, NV5 has completed preliminary engineering and obtained the required documentation and approvals from NJDOT to proceed with final design; and

WHEREAS, NV5 submitted a proposal dated July 11, 2025, which was reviewed and approved by NJDOT and the Princeton Department of Infrastructure & Operations (Exhibit A); and

**WHEREAS**, Princeton Council has authorized the Mayor and Clerk to execute Federal Aid Agreement No. 2021-DT-DLA-551 Contract ID: 21 70028, which sets forth the terms and conditions of the NJDOT and Federal Highway Administration's (FHWA) reimbursement funding of these design services; and

WHEREAS, NJDOT has obtained authorization from the FHWA for additional funding for the final design costs in the amount of \$620,167.98 (Exhibit B); and

**WHEREAS**, Princeton seeks to hire NV5 to provide final design services for the not to exceed contract amount of \$620,167.98 which is reimbursable through the Federal Aid Agreement; and

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

**WHEREAS**, the Chief Financial Officer has certified that sufficient funds are available in accounts 04-215-20-023-076-303, 04-215-20-032-076-307 and 04-215-22-019-076-346 to pay for said services.

File #: R-25-318 Agenda Date: 9/23/2025 Agenda #: 3.

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

- 1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with NV5 for professional final design services, consistent with this Resolution and the above "Whereas" clauses.
- 2. NV5 shall be paid a fee not to exceed \$620,167.98.
- 3. A copy of this Resolution and the agreement shall be placed on file in the Office of the Clerk.
- 4. A notice of this action shall be published in the official newspaper as required by law.

## PROFESSIONAL SERVICES AGREEMENT FOR FINAL DESIGN OF ROSEDALE ROAD AND GENERAL JOHNSON DRIVE INTERSECTION AND UPGRADES TO SIDEPATH ALONG ROSEDALE ROAD SAFE ROUTES TO SCHOOL DESIGN ASSISTANCE

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 NV5, Inc., with offices at Suite 100C, 412 Mt. Kemble Ave, Morristown, New Jersey 07960 (hereinafter referred to as "CONSULTANT".)

#### **WITNESS**

WHEREAS, PRINCETON desires to obtain professional services to complete the Final Design of Rosedale Road and General Johnson Drive Intersection and Upgrades to Sidepath along Rosedale Road Safe Routes to School Design Assistance; and

WHEREAS, on July 11, 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 upon the date of the final signature below.
- b. This Agreement shall be authorized for the length of time necessary for the completion of the actual construction.
- 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 six hundred twenty thousand, one hundred sixty-seven dollars and ninety-eight cents

(\$620,167.98), 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:	By: Mark Freda, Mayor
Date:	Date:
WITNESS:	NV5, INC.
By:	By:Authorized Representative
Date:	Date:

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#### **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**



Deanna Stockton, P.E., C.M.E. Municipal Engineer Municipality of Princeton 400 Witherspoon Street Princeton, NJ 08540

July 11, 2025

Re: Municipality of Princeton - SRTS FY 2018 Rosedale Road & General Johnson Drive Intersection and Upgrades to Sidepath along Rosedale Road Safe Routes to School Design Assistance Updated Final Design Proposal

Dear Ms. Stockton:

For concurrent review by the Municipality of Princeton (Princeton) and NJDOT, attached please find our updated Final Design proposal for the Princeton SRTS - 2018 Rosedale Road (CR 604) & General Johnson Drive Intersection and Upgrades to Side Path along Rosedale Road project. We have addressed comments received on our May 28, 2025 draft proposal submission.

These services will modify the Final Design proposal included in our original July 2020 proposal. It is noted that this updated proposal reflects updates to the project including modifications directed during the Preliminary Engineering Phase (PE) as coordinated after the PE Public Information Center and includes expanded survey services, geotechnical services for stormwater management, anticipated environmental permits and ROW engineering services. As documented in our September 2023 PE Zero Cost Modification, this updated scope includes select PE services initiated in PE that will be completed in Final Design, such as wetland delineation services. In addition, extra efforts associated with coordination to bring this Design Assistance project to Construction Authorization that we not originally anticipated have been included, based upon NV5 recent experience with other projects. Please note our Construction Support Proposal will be updated during the Final Design Phase.

We look forward to the acceptance of this updated proposal and advancing the project to Construction Authorization. Please let us know if you have any questions.

Very truly yours,

Denice daCunha, P.E.

Denice da Canha

Project Manager

cc:

Princeton: James Purcell

NJDOT: Arnab Biswas, Komila Pandit, Marquis McEwen, Mahmood Khandakar

Mercer County: Basit Muzaffar

NV5: Drew Markewicz

800 Lanidex Plaza, Suite 300 | Parsippany, NJ 07054 | www.NV5.com | Office 973.946.5600 | Fax 973.984.5421

# Municipality of Princeton SRTS - 2018 Rosedale Road & General Johnson Drive Intersection and Upgrades to Sidepath Along Rosedale Road

<u>Updated Final Design Scope of Services</u> July 2025

# <u>Completion of Preliminary Engineering (PE) Services conducted in Final Design per our September 28, 2023 PE Zero Cost Modification Proposal</u>

Original PE Tasks that will be completed in FD are listed below and respective efforts are discussed in proposal scope:

- Preliminary Drainage/SWM report will be postponed to FD Phase to account for the results of the Geotechnical Investigation.
- NV5 will no longer perform the ten (10) hand auger for soils evaluation as NJDEP will no longer accept this for the design of porous pavement. The FD scope will be revised to account for additional soil test pits/borings to comply with the NJDEP soils testing criteria.
- Pre-Application meetings were not conducted in PE Phase to allow for an updated wetland delineation and to account for the revised sidewalk limits.
- Final evaluation of impacts to existing drainage/utilities by the porous pavement section will be performed as part of the FD Scope once the final stone reservoir depth has been designed. The existing drainage needs to be cleaned and supplemental survey performed to fill in missing information (pipe size, inverts, etc) on the basemap.

#### **Utility Design Services**

The intent is to avoid utility impacts. If impacts are unavoidable, the following services can be provided as items of extra work:

**Develop Alternatives of Accommodation (4050)** 

Prepare Utility Owner Design Authorization Checklist (4055)

Prepare Utility Agreement Plans, Specifications and Estimates (4060)

**Incorporate Utility Design in Contract Documents (4090)** 

#### Prepare Jurisdictional Limit Maps and Agreements (4100)

Once the ROW is determined, a draft jurisdiction agreement map will be prepared. It is assumed the Municipality of Princeton will maintain the shared use path within Mercer County ROW. Preparation of the Agreement with the County is not included.

Conduct Supplemental Surveys (4215) – See AmerCom Proposal

Complete Lighting Design (4230) - not included. Path lighting is not proposed.

#### Complete Traffic Signal, Signing and Striping Plans (4240) (Signal improvements not applicable)

This effort includes side path signage and associated striping at unsignalized intersections (crosswalks) s.

Previously anticipated traffic signal involvement at the below intersections are no longer included for reasons cited:

• Rosedale Road (CR 604) & General Johnson Road / Park Access

- Mercer County has constructed a roundabout at this location. Improvements with this SRTS
  project will tie into the County's recently constructed improvements at this location
- Elm Road (CR 604) & Rosedale Road (CR 604) / Cleveland Lane
  - O As coordinated during the PE Phase, Mercer County will improve this intersection as part of a separate project to meet ADA and MUTCD standards. Improvements with this SRTS project will tie into the County's improvements at this location. NV5 will coordinate tie in with Mercer County prior improvements and it is assumed that curb ramp design is outside the SRTS project limits.

#### Stormwater Management Field Testing – See AmerCom Proposal

#### Conduct Geotechnical Foundation, Roadway and Rock Slope Design (4320)

These efforts are associated with pavement design recommendations for side path improvements and to also identify the estimated bearing capacity to be used for the design of low height landscape walls.

#### **Environmental Services**

Complete Drainage Design (4270)

The project will be considered a "Major Development" per the Statewide Stormwater Management Regulations (NJAC 7:8), since it is anticipated there will be more than one acre of disturbance associated with the reconstruction of the existing asphalt path/new path construction and the net increase in impervious area associated with the existing path widening and new path areas will exceed ½ acre. Based coordination with the Municipality of Princeton, the paths are to be construct with porous asphalt.

The porous asphalt system will be designed in accordance with Chapter 9.7 of the New Jersey Best Practices Manual (NJBMP). It is anticipated that the porous pavement system can be designed to meet the Statewide Stormwater Management Regulations for peak flow control and groundwater recharge. New impervious area associated with non-motorized traffic is exempt from the water quality requirements of the stormwater management regulations.

NV5 will complete the drainage/SWM design following the NJDOT Drainage Design Manual. Final evaluation of impacts to existing drainage/utilities by the porous pavement section will be performed as part of the FD Scope once the final stone reservoir depth has been designed. The existing drainage networks will need to be cleaned and supplemental survey performed to fill in missing information (pipe size, inverts, etc) on the basemap. Drainage information will be identified on the plan sheets, as necessary, and details prepared with specifications for non-standard items. Drainage items and quantities will be called out and the associated costs included within the project's construction cost estimate. A final drainage design/SWM report will be prepared.

#### Complete Hydrologic and Hydraulic Analysis (4310)

Although a Flood Hazard Area Permit is anticipated due to impacts within regulated areas, we do not anticipate the need for H&H watercourse modeling. Refer to Activity 4385 for clarification as to why H&H modeling is not anticipated.

#### **Delineate Wetlands (3008)**

NV5 performed wetland delineations during the PE Project Phase.

Supplemental wetland delineations will be performed during the FD Phase for the reasons listed below. The wetland delineation will be performed according to the methodology outlined in the 1989 Federal Manual for Identifying and Delineating Jurisdictional Wetlands. The Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region will be referenced for wetland plant indicator status and regional soil characteristics.

- Wetlands delineated during the PE Phase were surveyed and located on a wetland survey plan. Several wetland flags demarking the A, C, D, E wetlands were not present in the field and do not appear on the wetland survey plan. The missing wetland flags will be reestablished in the field.
- Wetlands in the vicinity of Stony Brook need to be reevaluated since part of the wetland delineation was performed prior to several storm events. The character of land in the vicinity of Stony Brook changed dramatically following storm event necessitating a reevaluation and re-delineation.
- A preliminary wetland investigation will be performed for the entire study area. and if present, wetlands will be delineated.
- A new sidewalk is proposed on the south side of Rosedale Road. NV5 will perform a preliminary wetland investigation within 150-feet of the proposed sidewalk on the south side of Rosedale Road. If present, wetlands will be delineated.

Data sheets documenting the basis for the wetland delineation and photographs documenting existing conditions will be prepared as required by the NJDEP.

A wetland investigation summary document will be prepared.

#### **Conduct Ecology Study (3765)**

Threatened and Endangered Species Habitat Assessment

NV5 will perform a threatened and endangered species habitat assessment in the study area. The field assessment will focus on the list of Federal and State threatened and endangered species reported from several secondary resources including but not limited USFWS IPaC, USFWS community lists, NJDEP Landscape Project mapping and NHP letter. A visual assessment of vegetation community types and composition, tree size and condition, forest fragmentation, invasive species, soils, hydrology, and evidence of disturbance will be evaluated. The cover types will be compared to the habitat requirements for the study species to determine suitable habitat.

The threatened and endangered species habitat assessment is necessary to support environmental permitting.

A threatened and endangered species habitat assessment summary document will be prepared.

#### Agency Coordination

A pre-application conference request package will be assembled by NV5 and submitted to NJDOT for review prior to submission. The package will consist of a project description, meeting agenda, figures/maps depicting environmental constraints project photographs, and proposed improvement plans. NV5 will attend the pre-application conference with NJDOT and prepare meeting minutes.

#### **Prepare Permit Applications (4385)**

The following environmental permits/approvals are anticipated for this project:

- Freshwater Wetlands GP17A or Individual Permit
- NJDEP Flood Hazard Area Individual Permit
- D&R Canal Commission Approval
- Mercer County SCD Plan Certification
- NJPDES General Permit for Construction Activities

If a Section 4(f) Programmatic Agreement is required for this project, and if requested all associated work will be performed as extra work. Otherwise it is assumed NJDOT BEPR will take the lead in securing the Section 4(f) Programmatic Agreement.

#### Freshwater Wetlands Permitting:

Upon completion of the wetland field delineation and subsequent wetland flag location survey, NV5 Environmental staff will prepare an NJDEP Freshwater Wetland Permit application package for submittal to NJDEP. Given that the intent is to build the trail within the existing public right-of-way, if it can be shown that the 10' width of the trail (in certain areas) is due to ADA compliance, then NJDEP may allow the use of a GP-17, which has no impact acreage requirements. If that compliance requirement cannot be met to NJDEP's satisfaction, and provided impacts to wetlands, waters and/or wetland transition areas do not exceed 0.25 acres, then a Statewide General Permit No. 17A may be applicable. Based on the final disturbance limits of the trail, if the 0.25 acre maximum is exceeded, an NJDEP Individual Freshwater Wetland Permit (FWW-IP) will be required. The FWW-IP will require compensatory wetland mitigation. During the Pre-Application meeting with NJDEP during the Preliminary Design Phase, NV5 senior environmental staff and NJDOT environmental staff will discuss the listed permitting options with NJDEP to determine the correct permitting approach.

As mentioned above, while wetland mitigation is not required for an NJDEP Statewide General Permit No. 17A, it would be required if an NJDEP Individual Freshwater Wetland Permit is ultimately required. However, mitigation is only required for permanent wetland impacts. Based on field visit observations, NV5 anticipates relatively minor permanent impacts to wetlands and therefore the most economical method of mitigation would be to go to an NJDEP approved Wetland Mitigation Bank. Therefore, within this proposal NV5 has provided time for coordination with the Municipality of Princeton, NJDOT, NJDEP and an NJDEP-approved Wetland Mitigation Bank administrator to determine mitigation credit availability and cost per credit. It is anticipated that the Project Sponsor would then continue negotiations with the Mitigation Bank owner independently.

#### Flood Hazard Area (FHA) Permitting:

The path runs along Rosedale Road that crosses Stoney Brook to the west of General Johnson Road. Stoney Brook is a State Studied (FW2-NTC1) watercourse with a delineated floodway and flood hazard area. NV5 proposes to utilize the available study/mapping for this project. The existing path is located within the regulated floodway and flood hazard area of Stony Brook. However, based on the understanding that no modifications to the existing bridge over Stoney Brook is anticipated and the proposed path widening will not change the overtopping elevation within the regulatory floodway/floodplain, we do not anticipate the need for H&H modeling. To construct the path, there may be impacts to the riparian zone and/or regulated floodplain associated with Stoney Brook that will require a FHA Individual Permit as Permit-by-Rules and General Permits do not apply to Major Developments. It is NV5's expectation that the path improvements can be designed to comply with the FHA-IP allowable riparian impacts of 10 sf/lf. Since this project primarily involves the reconstruction of an existing path within the riparian zones, limited anticipated vegetation removal is required. NV5 believes that no riparian mitigation will be required and NV5 will prepare the necessary LURP application and all supporting documents.

#### D&R Canal Commission (DRCC) Approval:

Given that the project falls within Zone B of the Delaware and Raritan Canal Commission jurisdiction and meets the criteria of a "Major Project", DRCC approval will be required. Since the project does not fall within one of the Commission's General Permits, the proposed project will need an Individual Approval from the DRCC. The proposed improvements will therefore have to comply with Subchapters 8, 9 and 10 of the DRCC's regulations. Since the project will be considered a Major Project, the D&R

Canal Commission will review stormwater management calculations, the stream corridor impact, and possibly visual impacts. We do not believe that an assessment of traffic impacts will be required.

#### Mercer County SCD Plan Certification:

Since disturbance will exceed 5,000 square feet, soil erosion and sediment control plan certification will be required by the Mercer County Soil Conservation District. NV5 will submit the documents prepared under Activity 4410 and submitted to the SCD under Activity 4430, along with an application to the District for approval.

#### NJPDES General Permit for Construction Activities:

Since disturbance will exceed one (1) acre, a NJPDES general permit for construction activities will be required from NJDEP. NV5 will complete and submit the online application, following SCD plan certification from Mercer County SCD.

#### Below we have identified Environmental Permitting Clarifications:

- Municipality of Princeton is responsible for all permit application fees. (Permit/Application Fees are NOT included in this proposal. An assumed budget of \$12,000 to \$20,000 will be needed to cover the wetland permit; FHA permit; D&R Commission review; SCD Plan Certification and NJPDES permit).
- The design and permitting of an onsite or offsite wetland mitigation area or riparian mitigation area is not anticipated.
- The following environmental efforts ARE NOT anticipated: Green Acres involvement; Hazardous Waste; Air/Noise studies.
- NV5 will incorporate permit conditions within the Final Design Documents, yet no other efforts associated with Permit Conditions are anticipated.
- Any additional Hazardous or Cultural Resources services are not included within this scope. Assuming the alignment/LOD doesn't change to include areas that were previously unsurveyed, there should be no further need for Cultural Resources services during Final Design, other than summaries of completed services/findings for permit application.

#### **Review and Submit Permit Application (4390)**

NV5 will revise the draft applications based on review comments provided by the Municipality/County/NJDOT. NV5 will submit the permit applications to NJDEP. NV5 will monitor the review process and follow up with the NJDEP to respond to any questions in order to expedite the issuance of the permit.

#### Secure Permits (4395)

The permitting agencies will review the permit applications for completeness and will provide comments. NV5 will provide any necessary additional information as requested by the permitting agencies, revise the applications as necessary, and monitor the progress of the permitting agencies reviews. Upon receipt of the approved permits, NV5 will incorporate permit conditions into the Final Design Documents.

#### Prepare Soil Erosion and Sediment Control Report and Plans (4410)

NV5 will prepare the soil erosion and sediment control (SESC) report, which identifies the areas requiring temporary and permanent erosion control and identifies the type of controls to be most effective. NV5 will also prepare the SESC plans based on engineering/design needs, incorporating the controls and features identified in the SESC report. We will develop associated SESC notes, sequence of construction, details and specifications. NV5 will submit the SESC Report and Plans to the Municipality/County/NJDOT for review and comment.

#### **Review Soil Erosion and Sediment Control Report and Plans (4430)**

Upon revising the plans based on Municipality/County/NJDOT comments, NV5 will submit the SESC Report and Plans to Mercer County Soil Conservation District (SCD) for review and approval. NV5 will address any comments from Mercer County SCD.

#### **Complete Environmental Plans (4585)**

NV5 will prepare the environmental plan sheets, incorporating environmental constraints, impacts, mitigation, commitments and permit conditions into the contract documents.

#### **Pre-Application Meetings**

Two (2) Pre-Application meetings are anticipated, one with NJDEP and one with DRCC/NJWSA. The pre-application meetings will be conducted to confirm permit requirements. NV5 will coordinate these meetings (Municipality of Princeton, Mercer County and NJDOT can attend) and prepare associated meeting minutes.

#### Structure Plans (4160) (Effort limited to Landscape Walls)

There are no proposed structures with the acceptance of landscape walls to avoid/minimize environmental, slope of ROW impacts. We have assumed that low retaining wall / landscape design would be conducted by the Contractor or others and reviewed as part of Construction Engineering Support Services. Specifications would indicate the preferred appearance and design parameters.

We have not included geotechnical or structural design services related to structural elements such as retaining walls for engineered designed walls as wall needs are more similar to landscape type walls as summarized below with final length and height determined in this phase:

- Starting point 450LF± east of Preservation Plan (Private) to 800LF± west of Constitution Hill West (Private)
- Estimated length: Sta.  $51+00\pm$  to Sta.  $59+00\pm=800LF\pm$
- Estimated height:  $2' \pm 3' \pm$  depending on location

#### **Complete Horizontal/Vertical Geometry (4210)**

Services include a digital terrain model of the proposed improvements, cross section evaluation, and development of driveway profiles to establish a limit of disturbance considering topography, site constraints, and strict compliance to design standards. In order to minimize impacts, at certain locations multiple iterations (horizontally and vertically) are required, for example where slopes or wetland areas are near the side path locations and to avoid / minimize ROW and utility impacts.

The total length of the project limits is approximately 7030LF (1.33 Miles) and the layout involves:

- Approximately 6450 LF of proposed side path
- Approximately 2600 LF of sidewalk
- 18 driveways requiring evaluation / profiles
- 20 curb ramp designs and details for adherence to ADA curb ramp design compliance
- 1600 LF of proposed landscape walls

Prepare Final Roadway Plans (4220)

The improvements proposed in the PE Submission will be advanced into final roadway plans. There are an estimated 9 constructions plans at 30 scale

The final roadway plans are anticipated to include:

- Key Sheet
- Plan Sheet Index

- Estimate Distribution of Quantities
- Typical Sections
- Construction Plans & Profiles
- Structural Plans
- Traffic Control and Staging Plans
- Environmental Plans
- Construction Details
- Landscape Plans
- Traffic Striping and Signing Plans
- Traffic Signal / Electrical Plans (not included, Mercer County to improve Em Road intersection)

#### **Develop Construction Cost Estimate (4275)**

NV5 will develop the construction estimate per NJDOT latest procedures.

#### **Develop Specifications (4280) (Special Provisions)**

NV5 will need Princeton's "front end" specifications. The project will be bid out by Princeton and must meet NJDOT Local Aid federal requirements.

Special Provisions (specifications) - Based on recent directions from NJDOT Local Aid, specifications for the Design Assistance contracts must be in a consolidated format that combines the LPA's bid requirements with the NJDOT Special Provisions.

#### **Develop Construction Schedule (4285)**

NV5 will develop a construction schedule for the project

#### **ROW Services (If needed, see AmerCom proposal)**

The below can be provided, if needed for up to nine properties. It is understood that Princeton may have initiated securing of some ROW. NV5 will coordinate with Princeton on status. It is noted that the preparation of ROW documents are reimbursable through Design Assistance but the coordination with property owners and any acquisition costs will be the responsibility of Princeton.

**Conduct Title Search (4600)** 

**Prepare ROW Plans and Documents (4605)** 

**Prepare Pre-Final ROW Submission (4615)** 

**Prepare Final ROW Submission (4625)** 

#### Prepare Final Design Submission Package (4290)

NV5 will prepare the Final Design (FD) Submission package for Municipality of Princeton, Mercer County and NJDOT Local Aid.

The package will include:

- Transmittal letter indicating the distribution of all FD Submission deliverables
- Design Communications Report (DCR)
- Final Plans
- Special Provisions show all revisions required to the current Standard Input (SI)
- Construction Cost Estimate
- Construction Schedule

#### **Resolve Final Design Submission Comments (4830)**

NV5 will update the contract documents based on the Final Design Submission (FDS) review comments.

#### Coordination with Princeton for Required Certifications, HOP for PS&E and optional CM/CI

NV5 will coordinate with Princeton regarding required certifications including: ROW, Utility, Permit, RR and CFO. It is anticipated the a Highway Occupancy Permit from Mercer County will be coordinated by Princeton with supporting documents such as MPT plans provided by NV5. Since there is no involvement with roadways under NJDOT jurisdiction, an HOP from NJDOT is not applicable.

CI/CM RFP (Construction Management / Construction Inspection Request for Proposals) approval — Through Design Assistance, NV5 will be providing Construction Support Services under a separate proposal. Should Princeton want to request reimbursable services for Construction Inspection, the optional CM/CI process requires the LPA to prepare a draft RFP for review by NJDOT. Support documentation, such cost estimate and estimated project schedule with milestones, will be provided by NV5.

#### Submit PS&E Package (4840)

NV5 will prepare and submit the Plans, Specifications and Estimate (PS&E) package.

- In addition to the project plans, specifications and estimate, the PS&E package will include:
- Designer PS&E Certification
- Construction Schedule
- Design Communications Report
- Quantity Calculations and Design Calculations

#### **FD Status Meetings / Meeting Summary**

During Final Design, we anticipate a total of 4 meetings:

- Project Status Meetings (4)
- FD Phase Public Information Center (PIC) One (1) PIC will be conducted during FD. NV5 will prepare the meeting invite/flyer, stakeholder list, newspaper notice for Princeton to post in 2 local newspapers and meeting presentation boards. It is assumed that the Princeton will arrange the meeting place and send out notices and invitations. NV5 will attend and prepare meeting materials and a meeting summary. It is assumed the format will be an open meeting format where representatives from the Municipality of Princeton and NV5 will be available to answer questions and take comments. A comment resolution summary will be prepared. For the PE, NV5 prepared meeting notices in three languages (Chinese, Koren, Spanish) and Princeton provided translators. If needed, these services can be provided for up to three languages

#### FD Project Management, Schedule, DCR's

NV5 coordination / management services will include the coordination of design tasks, as well as with the inhouse design departments; scheduling design efforts and monitoring project budgets to ensure the successful completion of scope tasks identified. Also included is the preparation of progress reports, evaluation of potential issues that could impact the project budget/schedule, review of expense charges, quality assurance and control, and review of monthly invoices.

For the duration of the project, NV5 will submit a progress report each month with the invoice. This report will include, but not be limited to the following:

- A detailed progress report of the work completed to date with the current invoice period highlighted.
- A summary of the costs incurred to date, amount remaining, and percentage complete.
- Any anticipated costs/tasks not initially included in the scope of work.
- Confirmation of upcoming submittals and any possible scheduling conflicts.
- A discussion of any impacts to the project schedule

# Municipality of Princeton SRTS - 2018 Rosedale Road & General Johnson Drive Intersection and Upgrades to Sidepath Along Rosedale Road Construction Support (CS) Scope of Services

<u>NOTE</u> – Our previously submitted March 4, 2020 CS proposal will be updated during the Final Design Phase as needed to address current Final Design / Support Needs at that time and anticipated wage rates.



AmerCom Corp.
Consulting Engineers
Corporate Headquarters:
300 Interpace Parkway
Building C, Suite 210A
Parsippany, New Jersey 07054
Main Phone 973-402-6111
www.amercomcorp.com

May 28, 2025

Denice daCunha, PE Supervising Engineer NV5, Inc. 800 Lanidex Plaza, Suite 300 Parsippany, NJ 07054

Re: SRTS Princeton

Final Design Proposal

#### Dear Denice:

Our scope of work detailed below will provide for Final Design services. Work will be completed in accordance with current NJDOT Design Phase Guidelines. Specific work activities required are detailed below.

#### **Conduct Supplemental Surveys (4215)**

AmerCom will conduct a supplemental survey for any areas not addressed in previous surveys or requiring update including extra survey for the extension of the project to include the westerly intersection of Lambert Lane, approximately 450LF from current coverage limits along with survey at recently constructed round-about at Rosedale Road and General Johnson Drive. Supplemental survey information obtained will be added to the base maps. A maximum of 5 crew days have been allotted for this task. Included with this effort is survey of wetland flags which is estimated to take one day.

#### **Stormwater Management Testing**

AmerCom will complete stormwater management (SWM) field testing services through the project limits as detailed below by the specific work activities:

#### Prepare Testing Program

AmerCom will develop the subsurface exploration program contract documents for Stormwater Management testing in coordination with NV5. We will prepare subsurface exploration contract documents detailing the exploration program and requirements expected from the contractor. We will solicit prices for the program from qualified boring contractors. We are budgeting for the following subsurface exploration program will be required:

- SWM Test Pits 12 test pits
- SWM borings 11 @ 9' deep
- SWM borings 12 additional @ 9' deep if required
   A maximum total of 23 borings will be completed if required.

#### Storm Water Management Field Testing

Stormwater Management Test Pits and Borings will be completed according to the following:



- Stormwater Management Test Pits A total of 12 SWM test pits will be conducted. Permeability testing and groundwater table observations in each pit will be conducted as defined in Chapter 12 of the NJ Stormwater BMP Manual at proposed SWM facility locations. It is noted the maximum depth of the test pits will be 9'. Permeability testing will be conducted at a maximum depth of 4' to limit significant site disturbance and potential OSHA restrictions. If the soil permeability testing is required at a depth greater than 4' or if groundwater/mottling is not observed, soil borings and testing will be conducted as detailed below.
- Stormwater Management Soil Borings Eleven (11) soil borings will be conducted per the BMP Manual for linear infiltration systems. In addition, two (2) soil borings will be conducted adjacent to each test pit only if the required depth and permeability testing requirement of the test pits as per the manual are not achieved as stated above. The boring will be completed to a maximum depth of 9'. One undisturbed soil sample (Shelby tube) from each boring will be collected to perform the tube permeability test as per Chapter 12 subsection "a2" of the NJ Stormwater BMP Manual. We have assumed that six (6) of the twelve (12) test pits will need supplemental borings.

Installation of monitoring wells is not anticipated.

#### Laboratory Testing

Laboratory testing will be completed on selective soil samples as needed. *Analysis and the testing for hazardous materials is not included in this scope.* 

#### **SWM Memorandum**

Prepare an SWM memorandum that will include the following:

- SWM Boring logs
- SWM Test pit logs
- SWM Boring and test pit location plan
- Groundwater conditions and readings
- Soil permeability testing results

#### Conduct Geotechnical Foundation, Roadway and Rock Slope Design (4320)

We will initially review any existing available subsurface (soil boring logs, soil lab testing data, in-situ testing data), data available through the project limits. Utilizing this data, we will prepare a pavement design recommendation for sidepath improvements. We will also identify the estimated bearing capacity to be used for the design of low height landscape walls. A letter report will be developed that will contain the following information:

- · Reference data found
- Sidepath treatment recommendations
- Bearing capacity for design of low height landscape walls

#### **ROW**

#### **Conduct Title Search (4600)**

30 year title searches will only be completed for 9 properties. This work will include a review of the title search data and plotting of the property boundaries based on data received.



It is noted certain properties typically publicly owned and large corporations require extensive research to complete full title searches due to their large amount of property holdings. The deed and title search costs are limited to the total expense shown in the cost summary. Should costs for the title searches exceed the allotted budget the work required will be considered extra and outside this scope.

#### **Prepare ROW Plans and Documents (4605)**

AmerCom will prepare and submit ROW documents. ROW impacts are anticipated at a total of 9 parcels. Documents required for Final ROW are as shown below.

- Individual Parcel Maps (9 plans)
- Parcel Descriptions (9)

It is noted survey of the entire properties to develop IPM's will not be completed. Plans to be developed will be based on existing aerial imagery traced into CAD and field edited to reflect current site features that may affect ROW acquisitions.

#### **Prepare Final ROW Submission (4625)**

AmerCom will review and update the right of way documents as per comments received from the Pre-Final submittal. AmerCom will prepare final documents.

Our cost for this work is shown on the attached hourly cost breakdown. Thank you for this opportunity and please feel free to contact me with any questions.

Very truly yours,

AmerCom Corporation

Mark V. Sheptock, P.E.

Vice President

#### **Princeton Safe Routes to School Program**

Proposal for Final Design

May 28, 2025



WORK ACTIVITY	Description of Tasks	Surveyor P-IV	Principal Engineer P-IV	Senior Engineer P-III	Engineer P-II	Jr. Engineer P-I	Princ. Tech ET-4	Total
		HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.
4215	Conduct Supplemental Survey							
	Topographic/Planimetric Survey	4			40	40		84
	Update Base Mapping and DTM	16					16	32
	Stormwater Management Testing							
	Prepare Testing Program		4	32				36
	Gather Subsurface Information		24		120			144
	Boring & test pit logs		1	12	56			69
	Coordinate Lab Testing of soil samples		1	20				21
	Analyze results & prepare Memo		16	64				80
4320	Conduct Geotechnical Foundation, Roadway and Ro	ock Slope Desig	n					
	Path and wall recommendations		32	40				72
4600	Conduct Title Search							
	Coordinate title search	4						4
	Review title searches/Deeds & plot boundary	2		32				34
4605	Prepare ROW Plans and Documents (4605)							
	IPM (9 plans)	1	8				72	81
	Descriptions (9)	4	27					31
4625	Prepare Final ROW Submission							
	Prepare Final ROW	1	4				16	21
TOTAL MAN-HOURS		32	117	200	216	40	104	709
HOURLY RATE		\$ 75.50	\$ 69.49	\$ 55.76	\$ 39.07	\$ 32.83	\$ 48.52	
	SUB TOTAL COST	\$ 2,416.00	¢ 912022	¢ 11 1E2 00	\$ 8,439.12	¢ 1 212 20	\$ 5,046.08	\$ 36,496.73
	SUB TUTAL CUST	\$ 2,416.00	\$ 8,130.33	\$ 11,152.00	<b>β 8,439.12</b>	\$ 1,313.20	\$ 5,046.08	\$ 36,496.

#### **COST SUMMARY**

<u>Labor</u>

Direct Labor \$ 36,496.73 Overhead @ 161.14% \$ 58,810.83 Fee @ 18% of DTL \$ 6,569.41

Labor subtotal \$101,876.97

**Expenses** 

Mileage & tolls \$ 1,000.00
Postage, Reproduction \$ 500.00
\*Boring Contractor & Lab costs \$ 77,200.00
Title Search \$ 4,500.00

Expense subtotal \$83,200.00

TOTAL = \$185,076.97

* Detailed Breakdown of Estimated Boring Contractor and Laboratory Expenses									
<u>ITEM OF WORK</u>	Quantity	Depth/boring	Unit	UNIT PRICE	AMOUNT				
Mobilization	1		L.S.	\$15,000.00	\$15,000.00				
Test Pit w/Single ring Infiltration test (9' deep max)	12		Each	\$1,800.00	\$21,600.00				
3-1/2" I.D. Casing, Standard Borings - SWM	23	9	Feet	\$55.00	\$11,385.00				
Shelby Tubes	23		Each	\$350.00	\$8,050.00				
Test Pit ground restoration	12		Each	\$800.00	\$9,600.00				
Lab Testing Allowance (SWM Permeability tests)	23		each	\$500.00	\$11,500.00				
				SUBTOTAL	\$77,135.00				
				Say	\$ 77,200.00				

## **FIXED FEE CALCULATION**

8/13/2024 Princeton Safe Routes to School Program

CONSULTANT:

PREPARED BY:

AmerCom Corp.

AGREEMENT OR CAM NO.

Mark Sheptock

DATE:

5/28/2025

# **EVALUATE PROJECT SPECIFICS:**

Prime Consultant will use Total Project Design Cost (or Task Order Design Cost) for the SIZE criteria Each Subconsultant will assign points for SIZE, COMPLEXITY, DURATION, & DEGREE OF RISK based on its specific project tasks.

SPECIFICS	<u>CRITERIA</u>	<u>POINTS</u>	<u>RATING</u>
SIZE:	SMALL - Total Fee (Project Design Cost) < \$1,250,000	15	15
	LARGE - Total Fee (Project Design Cost) > \$1,250,000	20	
COMPLEXITY:	SIMPLE - Limited Scope of Work; Deck Patching, Resurfacing, Restoration, Inspection, Concept Development Services	10	10
	STANDARD - Moderate Scope; Rehabilitation, New, or Reconstruction	15	
	COMPLEX - Multi-disciplined, Highly Specialized, or Major Unusual	20	
DURATION:	STANDARD - Appropriate Schedule	15	15
	AGGRESSIVE - Designers Schedule Reduced > 10 %	20	
DEGREE OF RISK:	LEVEL 1 - Low Risk of Claims; Studies, Surveys, Landscape, Inspections	20	20
	LEVEL 2 - Average Risk of Claims; Standard Complexity or Level 1 with High Public Exposure	30	
	LEVEL 3 - High Risk of Claims; Hazardous, Experimental, or Bonus/Penalty Clauses	40	
		TOTAL RATING =	60

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PROJECT SPECIFICS FACTOR (Total Rating /100) = 0.60

FEE FACTOR ( Project Specifics Factor x 0.30) = 0.18

**DIRECT LABOR COSTS** 36,496.73

\$ TOTAL FEE (Direct Labor Costs x Fee Factor) = 6,569

## **VERIFY THAT FEE FALLS WITHIN RANGE OF 6% TO 15%:**

CONSULTANT'S INTERIM OVERHEAD RATE (%) =

161.14%

OVERHEAD (Labor x Overhead Rate) =

58,810.83

FIXED FEE RANGE [ Fee/(Labor + Overhead)] =

6.9%

### Municipality of Princeton SRTS - 2018

# Rosedale Road & General Johnson Drive Intersection and Upgrades to Side path Along Rosedale Road FINAL DESIGN PHASE

#### Updated July 11, 2025 - NV5 PROPOSAL

Note: all services are Participating, BEPR comments on draft proposal incorporated

Note: all services are Participating, BEPR comments on draft proposal incorporated	1	I		T		T	T		1		1	
TASK	ACTIVITY NO.	P6 PROJECT MANAGER / SUPERVISING ENGINEER	P7 DIRECTOR QA / QC	P6 Supervising Engineer	P5 PRINC. ENGINEER	P6 SUPERVISING ENV SPECIALIST / DIRECTOR CULTURAL RESOURCES UNIT	P4 SENIOR ENGINEER	P3 ENGINEER	P6 SUPERVISING ENV SPECIALIST	P4 SENIOR ENV SPECIALIST	P3 ENV SPECIALIST	TOTAL HOURS
PHASE II - FINAL DESIGN												
Utility Design Services - Not included, If needed, extra work												not included
Prepare Jurisdictional Limit Maps and Agreements (Map Only. Agreement not included)	4100	2					12					14
Conduct Supplemental Surveys / Base Map [Coordination with AmerCom]	4215	2					10					12
Complete Traffic Signal, Signing and Striping Plans	-						-					
Side path signage and associated striping at unsignalized intersections (crosswalks) County Coordination for connections at Elm Road	4240	2			10		25	10				47
Conduct Geotechnical Foundation, Roadway and Rock Slope Design (4300) – See AmerCom Proposal	4320	2					6					8
[Coordination with AmerCom] Environmental Services												0
Complete Drainage Design	4270			30			180	100				310
Complete Brainage Besign  Complete Hydrologic & Hydraulic Analysis	4310			30			100	100				10
Delineate Wetlands	4360		1				10		6	62	56	125
Prepare Permit Application			<u> </u>								30	
(NJDEP FHA-IP, NJDEP FWW, DRCC Approval, MCSCD, NJPDES GP)	4385	3		15			120	55	20	16	50	279
Conduct Ecology Study	4390		1						6	52	36	95
Review and Submit Permit Application	4390	2	2	8			20	20	40	40	20	152
Secure Permits	4395	1	2	5			10	10	5	10	5	48
Prepare Soil Erosion and Sediment Control Report and Plans	4410			10			25	20				55
Review Soil Erosion and Sediment Control Report and Plans	4430			5			10					15
Develop Cultural Resources Mitigation Measures (not applicable)	4550											Not required
Complete Environmental Plans	4585	1		1					2	4		8
Pre-Application Meetings (2)			2				8		10			20
Structure Services -none - location, height, length of landscape type retaining walls to be indicated	4160											no applicable
Complete Horizontal and Vertical Geometry	4210	10	6		40		50	50				156
Prepare Final Roadway Plans (9 Construction Plans at 1"= 30' scale)	4220											
Key Sheet, Legend & Notes, EQ, Plan Reference. Tie Sheets		4			5		40	30				79
Typical Sections, Side Path Cross Sections as needed		2			5		30					37
Side Path Profiles		1			2		20					23
Construction Plans including Grading & Drainage		20			40		80	220				360
Driveway Profile (limits) (18 driveways)		2	10	10			20	40				82
Curb Ramp Details (20)		6		24			80	70				180
Earthwork Summary				4			6	20				30
MPT Plans	1075	2		10			40					52
Develop Construction Cost Estimate	4275	4		40	6		20	20				46
Develop Specifications	4280	4		10	40		20					74
Develop Construction Schedule	4285	4		4			6					10
Prepare ROW Plans and Documents - Coordination with AmerCom (See AmerCom proposal)	4605	4	4		6		10	40				20
Prepare Final Design Submission Package (Pre-PS&E)	4290 4830	5	4	40	24		40	10				83
Resolve Final Design Submission Comments  Coordination of LPA Certifications and HOP	4830 4840	3 2	4	10	2		20					37 24
Submit PS&E Package and Coordination to Construction Authorization	4840	10		10	10		10					40
FD Status Meetings with Princeton, Mercer County & NJDOT (Assume 4 Status, 1 PIC)	4840	40		26	10		24		6			96
FD Status Meetings with Princeton, Mercer County & NJDOT (Assume 4 Status, 1 PiC)  FD Project Management, Schedule, DCRs	~	50		20			30		0			80
	~ FD Work-Hour Totals		32	182	190	0	1002	675	95	184	167	2707
	y 2025 Wage Rates		\$106.13	\$100.82	\$72.08		\$60.11	\$40.77	\$59.94	\$50.25	\$47.33	
FD Phase Totals	FD Direct Labor (Salary)	\$17.085.60	\$3,396.16	\$18,349.24	\$13,695.20	\$0.00	\$60,230.22	\$27,519.75	\$5,694.30	\$9,246.00	\$7,904.11	\$164,020.58

# Municipality of Princeton SRTS - 2018 Rosedale Road & General Johnson Drive Intersection and Upgrades to Side path Along Rosedale Road

#### **FINAL DESIGN PHASE**

#### Updated July 11, 2025 - NV5 PROPOSAL

#### **Direct Expense Summary**

Mileage (Personal Vehicles)	\$ 200.00
Reproduction Services (Color Plots, Copies presentation boards, etc.)	\$ 500.00
Permit Fees: Not anticipated. Assume covered by others	not included
Certified mailings for permit Public Notification	\$ 250.00
Translation Services for PIC flyer (up to 3 languages)	\$ 450.00
<u>Miscellaneous</u>	
Express Mail	\$ 120.00
Assume PIC mailing invitations from Princeton	not included

# Municipality of Princeton SRTS - 2018 Rosedale Road & General Johnson Drive Intersection and Upgrades to Side path Along Rosedale Road

#### **FINAL DESIGN PHASE**

Updated July 11, 2025 - NV5 PROPOSAL

## **Fee Summary**

		Design Services
NV5 Salaries	\$	164,020.58
Overhead Rate (through July 2025)		
Overhead @ 144.82%	. \$	237,534.60
FCCM (Facilities Capitol Cost of Money) @ 0.019%		31.82
total overhead (144.84%) = interim+FCCM	\$	237,566.42
Fixed Fee (Fee Factor =0.195)	. \$	31,984.01
Fee Factor Calculation: Size = small project = 15, Complexity = standard = 15, Duration = standard = 15,		
Risk level = Level 1 = 20		
(15+15+15+20) = 65, 65/100 = 0.65*30 = 19.5% of direct labor	ф	422 E74 O4
	<u>\$</u>	433,571.01
Direct Expenses	\$	1,520.00
NV5 Fee	\$	435,091.01
Subconsultants:		
AmerCom (Survey, ROW & Geotechnical)		
(it is noted that extra soil testing borings and ROW services for up to 9 properties are included if		
needed)	\$	185,076.97
Total Subconsultant Fee	\$	185,076.97
Total Fee - FD Services	\$	620,167.98



DEPARTMENT OF TRANSPORTATION P.O. Box 600 Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

FRANCIS K. O'CONNOR Commissioner

TAHESHA L. WAY

Lt. Governor

July 24, 2024

Mr. Robert Ellis Regional Controller NV5, Inc. 800 Lanidex Plaza, Suite 300 Parsippany, NJ 07054

Dear Mr. Ellis,

Based on our review of AE U.S. Operations of NV5 Global, Inc.'s submitted Statement of Direct Labor, Fringe Benefits and General Overhead for the year ended December 30, 2023, we have determined overhead rates of 134.14 percent should be used for construction inspection projects, 144.82 percent should be used for home-office projects, and 143.66 percent should be used for additional work modifications for contracts entered into prior to your firm selecting to use split rates or the time split rates were required on all new contracts and extra work modifications. In addition, in accordance with current Department policy, if FCCM is specifically identified in the cost proposals relating to the contract under which the cost is to be claimed, the audited FCCM rate of 0.0194 percent should be used. The above rates should be used for funding purposes on future contracts with the Department.

In addition, the overhead rates proposed on this overhead letter expire on July 1, 2025.

These rates are subject to audit verification. Our acceptance of these rates does not extend beyond contracts with the New Jersey Department of Transportation. Any other entity contracting with the firm is responsible for determining the acceptability of the overhead statement.

If you have any questions, feel free to contact Elkins Larkins at (609) 963-2364, or at elkins.larkins@dot.nj.gov.

Richard Temmer

Manager, Bureau of External Audit

Marquis Mc wen

#### **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:

- 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;
- 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;
- 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 sexualorientation, 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.



Deanna Stockton, P.E., C.M.E. Municipal Engineer Municipality of Princeton 400 Witherspoon Street Princeton, NJ 08540

July 11, 2025

Re: Municipality of Princeton - SRTS FY 2018 Rosedale Road & General Johnson Drive Intersection and Upgrades to Sidepath along Rosedale Road Safe Routes to School Design Assistance Updated Final Design Proposal

Dear Ms. Stockton:

For concurrent review by the Municipality of Princeton (Princeton) and NJDOT, attached please find our updated Final Design proposal for the Princeton SRTS - 2018 Rosedale Road (CR 604) & General Johnson Drive Intersection and Upgrades to Side Path along Rosedale Road project. We have addressed comments received on our May 28, 2025 draft proposal submission.

These services will modify the Final Design proposal included in our original July 2020 proposal. It is noted that this updated proposal reflects updates to the project including modifications directed during the Preliminary Engineering Phase (PE) as coordinated after the PE Public Information Center and includes expanded survey services, geotechnical services for stormwater management, anticipated environmental permits and ROW engineering services. As documented in our September 2023 PE Zero Cost Modification, this updated scope includes select PE services initiated in PE that will be completed in Final Design, such as wetland delineation services. In addition, extra efforts associated with coordination to bring this Design Assistance project to Construction Authorization that we not originally anticipated have been included, based upon NV5 recent experience with other projects. Please note our Construction Support Proposal will be updated during the Final Design Phase.

We look forward to the acceptance of this updated proposal and advancing the project to Construction Authorization. Please let us know if you have any questions.

Very truly yours,

Denice daCunha, P.E.

Denice da Canha

Project Manager

cc:

Princeton: James Purcell

NJDOT: Arnab Biswas, Komila Pandit, Marquis McEwen, Mahmood Khandakar

Mercer County: Basit Muzaffar

NV5: Drew Markewicz

800 Lanidex Plaza, Suite 300 | Parsippany, NJ 07054 | www.NV5.com | Office 973.946.5600 | Fax 973.984.5421

# Municipality of Princeton SRTS - 2018 Rosedale Road & General Johnson Drive Intersection and Upgrades to Sidepath Along Rosedale Road

<u>Updated Final Design Scope of Services</u> <u>July 2025</u>

# <u>Completion of Preliminary Engineering (PE) Services conducted in Final Design per our September 28, 2023 PE Zero Cost Modification Proposal</u>

Original PE Tasks that will be completed in FD are listed below and respective efforts are discussed in proposal scope:

- Preliminary Drainage/SWM report will be postponed to FD Phase to account for the results of the Geotechnical Investigation.
- NV5 will no longer perform the ten (10) hand auger for soils evaluation as NJDEP will no longer accept this for the design of porous pavement. The FD scope will be revised to account for additional soil test pits/borings to comply with the NJDEP soils testing criteria.
- Pre-Application meetings were not conducted in PE Phase to allow for an updated wetland delineation and to account for the revised sidewalk limits.
- Final evaluation of impacts to existing drainage/utilities by the porous pavement section will be performed as part of the FD Scope once the final stone reservoir depth has been designed. The existing drainage needs to be cleaned and supplemental survey performed to fill in missing information (pipe size, inverts, etc) on the basemap.

#### **Utility Design Services**

The intent is to avoid utility impacts. If impacts are unavoidable, the following services can be provided as items of extra work:

**Develop Alternatives of Accommodation (4050)** 

Prepare Utility Owner Design Authorization Checklist (4055)

Prepare Utility Agreement Plans, Specifications and Estimates (4060)

**Incorporate Utility Design in Contract Documents (4090)** 

#### Prepare Jurisdictional Limit Maps and Agreements (4100)

Once the ROW is determined, a draft jurisdiction agreement map will be prepared. It is assumed the Municipality of Princeton will maintain the shared use path within Mercer County ROW. Preparation of the Agreement with the County is not included.

Conduct Supplemental Surveys (4215) – See AmerCom Proposal

Complete Lighting Design (4230) - not included. Path lighting is not proposed.

#### Complete Traffic Signal, Signing and Striping Plans (4240) (Signal improvements not applicable)

This effort includes side path signage and associated striping at unsignalized intersections (crosswalks) s.

Previously anticipated traffic signal involvement at the below intersections are no longer included for reasons cited:

• Rosedale Road (CR 604) & General Johnson Road / Park Access

- Mercer County has constructed a roundabout at this location. Improvements with this SRTS project will tie into the County's recently constructed improvements at this location
- Elm Road (CR 604) & Rosedale Road (CR 604) / Cleveland Lane
  - O As coordinated during the PE Phase, Mercer County will improve this intersection as part of a separate project to meet ADA and MUTCD standards. Improvements with this SRTS project will tie into the County's improvements at this location. NV5 will coordinate tie in with Mercer County prior improvements and it is assumed that curb ramp design is outside the SRTS project limits.

#### Stormwater Management Field Testing – See AmerCom Proposal

#### Conduct Geotechnical Foundation, Roadway and Rock Slope Design (4320)

These efforts are associated with pavement design recommendations for side path improvements and to also identify the estimated bearing capacity to be used for the design of low height landscape walls.

#### **Environmental Services**

Complete Drainage Design (4270)

The project will be considered a "Major Development" per the Statewide Stormwater Management Regulations (NJAC 7:8), since it is anticipated there will be more than one acre of disturbance associated with the reconstruction of the existing asphalt path/new path construction and the net increase in impervious area associated with the existing path widening and new path areas will exceed ½ acre. Based coordination with the Municipality of Princeton, the paths are to be construct with porous asphalt.

The porous asphalt system will be designed in accordance with Chapter 9.7 of the New Jersey Best Practices Manual (NJBMP). It is anticipated that the porous pavement system can be designed to meet the Statewide Stormwater Management Regulations for peak flow control and groundwater recharge. New impervious area associated with non-motorized traffic is exempt from the water quality requirements of the stormwater management regulations.

NV5 will complete the drainage/SWM design following the NJDOT Drainage Design Manual. Final evaluation of impacts to existing drainage/utilities by the porous pavement section will be performed as part of the FD Scope once the final stone reservoir depth has been designed. The existing drainage networks will need to be cleaned and supplemental survey performed to fill in missing information (pipe size, inverts, etc) on the basemap. Drainage information will be identified on the plan sheets, as necessary, and details prepared with specifications for non-standard items. Drainage items and quantities will be called out and the associated costs included within the project's construction cost estimate. A final drainage design/SWM report will be prepared.

#### Complete Hydrologic and Hydraulic Analysis (4310)

Although a Flood Hazard Area Permit is anticipated due to impacts within regulated areas, we do not anticipate the need for H&H watercourse modeling. Refer to Activity 4385 for clarification as to why H&H modeling is not anticipated.

#### **Delineate Wetlands (3008)**

NV5 performed wetland delineations during the PE Project Phase.

Supplemental wetland delineations will be performed during the FD Phase for the reasons listed below. The wetland delineation will be performed according to the methodology outlined in the 1989 Federal Manual for Identifying and Delineating Jurisdictional Wetlands. The Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region will be referenced for wetland plant indicator status and regional soil characteristics.

- Wetlands delineated during the PE Phase were surveyed and located on a wetland survey plan. Several wetland flags demarking the A, C, D, E wetlands were not present in the field and do not appear on the wetland survey plan. The missing wetland flags will be reestablished in the field.
- Wetlands in the vicinity of Stony Brook need to be reevaluated since part of the wetland delineation was performed prior to several storm events. The character of land in the vicinity of Stony Brook changed dramatically following storm event necessitating a reevaluation and re-delineation.
- A preliminary wetland investigation will be performed for the entire study area. and if present, wetlands will be delineated.
- A new sidewalk is proposed on the south side of Rosedale Road. NV5 will perform a preliminary wetland investigation within 150-feet of the proposed sidewalk on the south side of Rosedale Road. If present, wetlands will be delineated.

Data sheets documenting the basis for the wetland delineation and photographs documenting existing conditions will be prepared as required by the NJDEP.

A wetland investigation summary document will be prepared.

#### **Conduct Ecology Study (3765)**

Threatened and Endangered Species Habitat Assessment

NV5 will perform a threatened and endangered species habitat assessment in the study area. The field assessment will focus on the list of Federal and State threatened and endangered species reported from several secondary resources including but not limited USFWS IPaC, USFWS community lists, NJDEP Landscape Project mapping and NHP letter. A visual assessment of vegetation community types and composition, tree size and condition, forest fragmentation, invasive species, soils, hydrology, and evidence of disturbance will be evaluated. The cover types will be compared to the habitat requirements for the study species to determine suitable habitat.

The threatened and endangered species habitat assessment is necessary to support environmental permitting.

A threatened and endangered species habitat assessment summary document will be prepared.

#### Agency Coordination

A pre-application conference request package will be assembled by NV5 and submitted to NJDOT for review prior to submission. The package will consist of a project description, meeting agenda, figures/maps depicting environmental constraints project photographs, and proposed improvement plans. NV5 will attend the pre-application conference with NJDOT and prepare meeting minutes.

#### **Prepare Permit Applications (4385)**

The following environmental permits/approvals are anticipated for this project:

- Freshwater Wetlands GP17A or Individual Permit
- NJDEP Flood Hazard Area Individual Permit
- D&R Canal Commission Approval
- Mercer County SCD Plan Certification
- NJPDES General Permit for Construction Activities

If a Section 4(f) Programmatic Agreement is required for this project, and if requested all associated work will be performed as extra work. Otherwise it is assumed NJDOT BEPR will take the lead in securing the Section 4(f) Programmatic Agreement.

#### Freshwater Wetlands Permitting:

Upon completion of the wetland field delineation and subsequent wetland flag location survey, NV5 Environmental staff will prepare an NJDEP Freshwater Wetland Permit application package for submittal to NJDEP. Given that the intent is to build the trail within the existing public right-of-way, if it can be shown that the 10' width of the trail (in certain areas) is due to ADA compliance, then NJDEP may allow the use of a GP-17, which has no impact acreage requirements. If that compliance requirement cannot be met to NJDEP's satisfaction, and provided impacts to wetlands, waters and/or wetland transition areas do not exceed 0.25 acres, then a Statewide General Permit No. 17A may be applicable. Based on the final disturbance limits of the trail, if the 0.25 acre maximum is exceeded, an NJDEP Individual Freshwater Wetland Permit (FWW-IP) will be required. The FWW-IP will require compensatory wetland mitigation. During the Pre-Application meeting with NJDEP during the Preliminary Design Phase, NV5 senior environmental staff and NJDOT environmental staff will discuss the listed permitting options with NJDEP to determine the correct permitting approach.

As mentioned above, while wetland mitigation is not required for an NJDEP Statewide General Permit No. 17A, it would be required if an NJDEP Individual Freshwater Wetland Permit is ultimately required. However, mitigation is only required for permanent wetland impacts. Based on field visit observations, NV5 anticipates relatively minor permanent impacts to wetlands and therefore the most economical method of mitigation would be to go to an NJDEP approved Wetland Mitigation Bank. Therefore, within this proposal NV5 has provided time for coordination with the Municipality of Princeton, NJDOT, NJDEP and an NJDEP-approved Wetland Mitigation Bank administrator to determine mitigation credit availability and cost per credit. It is anticipated that the Project Sponsor would then continue negotiations with the Mitigation Bank owner independently.

#### Flood Hazard Area (FHA) Permitting:

The path runs along Rosedale Road that crosses Stoney Brook to the west of General Johnson Road. Stoney Brook is a State Studied (FW2-NTC1) watercourse with a delineated floodway and flood hazard area. NV5 proposes to utilize the available study/mapping for this project. The existing path is located within the regulated floodway and flood hazard area of Stony Brook. However, based on the understanding that no modifications to the existing bridge over Stoney Brook is anticipated and the proposed path widening will not change the overtopping elevation within the regulatory floodway/floodplain, we do not anticipate the need for H&H modeling. To construct the path, there may be impacts to the riparian zone and/or regulated floodplain associated with Stoney Brook that will require a FHA Individual Permit as Permit-by-Rules and General Permits do not apply to Major Developments. It is NV5's expectation that the path improvements can be designed to comply with the FHA-IP allowable riparian impacts of 10 sf/lf. Since this project primarily involves the reconstruction of an existing path within the riparian zones, limited anticipated vegetation removal is required. NV5 believes that no riparian mitigation will be required and NV5 will prepare the necessary LURP application and all supporting documents.

#### D&R Canal Commission (DRCC) Approval:

Given that the project falls within Zone B of the Delaware and Raritan Canal Commission jurisdiction and meets the criteria of a "Major Project", DRCC approval will be required. Since the project does not fall within one of the Commission's General Permits, the proposed project will need an Individual Approval from the DRCC. The proposed improvements will therefore have to comply with Subchapters 8, 9 and 10 of the DRCC's regulations. Since the project will be considered a Major Project, the D&R

Canal Commission will review stormwater management calculations, the stream corridor impact, and possibly visual impacts. We do not believe that an assessment of traffic impacts will be required.

#### Mercer County SCD Plan Certification:

Since disturbance will exceed 5,000 square feet, soil erosion and sediment control plan certification will be required by the Mercer County Soil Conservation District. NV5 will submit the documents prepared under Activity 4410 and submitted to the SCD under Activity 4430, along with an application to the District for approval.

#### NJPDES General Permit for Construction Activities:

Since disturbance will exceed one (1) acre, a NJPDES general permit for construction activities will be required from NJDEP. NV5 will complete and submit the online application, following SCD plan certification from Mercer County SCD.

#### Below we have identified Environmental Permitting Clarifications:

- Municipality of Princeton is responsible for all permit application fees. (Permit/Application Fees are NOT included in this proposal. An assumed budget of \$12,000 to \$20,000 will be needed to cover the wetland permit; FHA permit; D&R Commission review; SCD Plan Certification and NJPDES permit).
- The design and permitting of an onsite or offsite wetland mitigation area or riparian mitigation area is not anticipated.
- The following environmental efforts ARE NOT anticipated: Green Acres involvement; Hazardous Waste; Air/Noise studies.
- NV5 will incorporate permit conditions within the Final Design Documents, yet no other efforts associated with Permit Conditions are anticipated.
- Any additional Hazardous or Cultural Resources services are not included within this scope. Assuming the alignment/LOD doesn't change to include areas that were previously unsurveyed, there should be no further need for Cultural Resources services during Final Design, other than summaries of completed services/findings for permit application.

#### **Review and Submit Permit Application (4390)**

NV5 will revise the draft applications based on review comments provided by the Municipality/County/NJDOT. NV5 will submit the permit applications to NJDEP. NV5 will monitor the review process and follow up with the NJDEP to respond to any questions in order to expedite the issuance of the permit.

#### Secure Permits (4395)

The permitting agencies will review the permit applications for completeness and will provide comments. NV5 will provide any necessary additional information as requested by the permitting agencies, revise the applications as necessary, and monitor the progress of the permitting agencies reviews. Upon receipt of the approved permits, NV5 will incorporate permit conditions into the Final Design Documents.

#### Prepare Soil Erosion and Sediment Control Report and Plans (4410)

NV5 will prepare the soil erosion and sediment control (SESC) report, which identifies the areas requiring temporary and permanent erosion control and identifies the type of controls to be most effective. NV5 will also prepare the SESC plans based on engineering/design needs, incorporating the controls and features identified in the SESC report. We will develop associated SESC notes, sequence of construction, details and specifications. NV5 will submit the SESC Report and Plans to the Municipality/County/NJDOT for review and comment.

#### **Review Soil Erosion and Sediment Control Report and Plans (4430)**

Upon revising the plans based on Municipality/County/NJDOT comments, NV5 will submit the SESC Report and Plans to Mercer County Soil Conservation District (SCD) for review and approval. NV5 will address any comments from Mercer County SCD.

#### **Complete Environmental Plans (4585)**

NV5 will prepare the environmental plan sheets, incorporating environmental constraints, impacts, mitigation, commitments and permit conditions into the contract documents.

#### **Pre-Application Meetings**

Two (2) Pre-Application meetings are anticipated, one with NJDEP and one with DRCC/NJWSA. The pre-application meetings will be conducted to confirm permit requirements. NV5 will coordinate these meetings (Municipality of Princeton, Mercer County and NJDOT can attend) and prepare associated meeting minutes.

#### Structure Plans (4160) (Effort limited to Landscape Walls)

There are no proposed structures with the acceptance of landscape walls to avoid/minimize environmental, slope of ROW impacts. We have assumed that low retaining wall / landscape design would be conducted by the Contractor or others and reviewed as part of Construction Engineering Support Services. Specifications would indicate the preferred appearance and design parameters.

We have not included geotechnical or structural design services related to structural elements such as retaining walls for engineered designed walls as wall needs are more similar to landscape type walls as summarized below with final length and height determined in this phase:

- Starting point 450LF± east of Preservation Plan (Private) to 800LF± west of Constitution Hill West (Private)
- Estimated length: Sta.  $51+00\pm$  to Sta.  $59+00\pm=800LF\pm$
- Estimated height:  $2' \pm 3' \pm$  depending on location

#### **Complete Horizontal/Vertical Geometry (4210)**

Services include a digital terrain model of the proposed improvements, cross section evaluation, and development of driveway profiles to establish a limit of disturbance considering topography, site constraints, and strict compliance to design standards. In order to minimize impacts, at certain locations multiple iterations (horizontally and vertically) are required, for example where slopes or wetland areas are near the side path locations and to avoid / minimize ROW and utility impacts.

The total length of the project limits is approximately 7030LF (1.33 Miles) and the layout involves:

- Approximately 6450 LF of proposed side path
- Approximately 2600 LF of sidewalk
- 18 driveways requiring evaluation / profiles
- 20 curb ramp designs and details for adherence to ADA curb ramp design compliance
- 1600 LF of proposed landscape walls

Prepare Final Roadway Plans (4220)

The improvements proposed in the PE Submission will be advanced into final roadway plans. There are an estimated 9 constructions plans at 30 scale

The final roadway plans are anticipated to include:

- Key Sheet
- Plan Sheet Index

- Estimate Distribution of Quantities
- Typical Sections
- Construction Plans & Profiles
- Structural Plans
- Traffic Control and Staging Plans
- Environmental Plans
- Construction Details
- Landscape Plans
- Traffic Striping and Signing Plans
- Traffic Signal / Electrical Plans (not included, Mercer County to improve Em Road intersection)

#### **Develop Construction Cost Estimate (4275)**

NV5 will develop the construction estimate per NJDOT latest procedures.

#### **Develop Specifications (4280) (Special Provisions)**

NV5 will need Princeton's "front end" specifications. The project will be bid out by Princeton and must meet NJDOT Local Aid federal requirements.

Special Provisions (specifications) - Based on recent directions from NJDOT Local Aid, specifications for the Design Assistance contracts must be in a consolidated format that combines the LPA's bid requirements with the NJDOT Special Provisions.

#### **Develop Construction Schedule (4285)**

NV5 will develop a construction schedule for the project

#### **ROW Services (If needed, see AmerCom proposal)**

The below can be provided, if needed for up to nine properties. It is understood that Princeton may have initiated securing of some ROW. NV5 will coordinate with Princeton on status. It is noted that the preparation of ROW documents are reimbursable through Design Assistance but the coordination with property owners and any acquisition costs will be the responsibility of Princeton.

**Conduct Title Search (4600)** 

**Prepare ROW Plans and Documents (4605)** 

**Prepare Pre-Final ROW Submission (4615)** 

**Prepare Final ROW Submission (4625)** 

#### Prepare Final Design Submission Package (4290)

NV5 will prepare the Final Design (FD) Submission package for Municipality of Princeton, Mercer County and NJDOT Local Aid.

The package will include:

- Transmittal letter indicating the distribution of all FD Submission deliverables
- Design Communications Report (DCR)
- Final Plans
- Special Provisions show all revisions required to the current Standard Input (SI)
- Construction Cost Estimate
- Construction Schedule

#### **Resolve Final Design Submission Comments (4830)**

NV5 will update the contract documents based on the Final Design Submission (FDS) review comments.

#### Coordination with Princeton for Required Certifications, HOP for PS&E and optional CM/CI

NV5 will coordinate with Princeton regarding required certifications including: ROW, Utility, Permit, RR and CFO. It is anticipated the a Highway Occupancy Permit from Mercer County will be coordinated by Princeton with supporting documents such as MPT plans provided by NV5. Since there is no involvement with roadways under NJDOT jurisdiction, an HOP from NJDOT is not applicable.

CI/CM RFP (Construction Management / Construction Inspection Request for Proposals) approval — Through Design Assistance, NV5 will be providing Construction Support Services under a separate proposal. Should Princeton want to request reimbursable services for Construction Inspection, the optional CM/CI process requires the LPA to prepare a draft RFP for review by NJDOT. Support documentation, such cost estimate and estimated project schedule with milestones, will be provided by NV5.

#### Submit PS&E Package (4840)

NV5 will prepare and submit the Plans, Specifications and Estimate (PS&E) package. In addition to the project plans, specifications and estimate, the PS&E package will include:

- Designer PS&E Certification
- Construction Schedule
- Design Communications Report
- Quantity Calculations and Design Calculations

#### **FD Status Meetings / Meeting Summary**

During Final Design, we anticipate a total of 4 meetings:

- Project Status Meetings (4)
- FD Phase Public Information Center (PIC) One (1) PIC will be conducted during FD. NV5 will prepare the meeting invite/flyer, stakeholder list, newspaper notice for Princeton to post in 2 local newspapers and meeting presentation boards. It is assumed that the Princeton will arrange the meeting place and send out notices and invitations. NV5 will attend and prepare meeting materials and a meeting summary. It is assumed the format will be an open meeting format where representatives from the Municipality of Princeton and NV5 will be available to answer questions and take comments. A comment resolution summary will be prepared. For the PE, NV5 prepared meeting notices in three languages (Chinese, Koren, Spanish) and Princeton provided translators. If needed, these services can be provided for up to three languages

#### FD Project Management, Schedule, DCR's

NV5 coordination / management services will include the coordination of design tasks, as well as with the inhouse design departments; scheduling design efforts and monitoring project budgets to ensure the successful completion of scope tasks identified. Also included is the preparation of progress reports, evaluation of potential issues that could impact the project budget/schedule, review of expense charges, quality assurance and control, and review of monthly invoices.

For the duration of the project, NV5 will submit a progress report each month with the invoice. This report will include, but not be limited to the following:

- A detailed progress report of the work completed to date with the current invoice period highlighted.
- A summary of the costs incurred to date, amount remaining, and percentage complete.
- Any anticipated costs/tasks not initially included in the scope of work.
- Confirmation of upcoming submittals and any possible scheduling conflicts.
- A discussion of any impacts to the project schedule

# Municipality of Princeton SRTS - 2018 Rosedale Road & General Johnson Drive Intersection and Upgrades to Sidepath Along Rosedale Road Construction Support (CS) Scope of Services

<u>NOTE</u> – Our previously submitted March 4, 2020 CS proposal will be updated during the Final Design Phase as needed to address current Final Design / Support Needs at that time and anticipated wage rates.



AmerCom Corp.
Consulting Engineers
Corporate Headquarters:
300 Interpace Parkway
Building C, Suite 210A
Parsippany, New Jersey 07054
Main Phone 973-402-6111
www.amercomcorp.com

May 28, 2025

Denice daCunha, PE Supervising Engineer NV5, Inc. 800 Lanidex Plaza, Suite 300 Parsippany, NJ 07054

Re: SRTS Princeton

Final Design Proposal

#### Dear Denice:

Our scope of work detailed below will provide for Final Design services. Work will be completed in accordance with current NJDOT Design Phase Guidelines. Specific work activities required are detailed below.

#### **Conduct Supplemental Surveys (4215)**

AmerCom will conduct a supplemental survey for any areas not addressed in previous surveys or requiring update including extra survey for the extension of the project to include the westerly intersection of Lambert Lane, approximately 450LF from current coverage limits along with survey at recently constructed round-about at Rosedale Road and General Johnson Drive. Supplemental survey information obtained will be added to the base maps. A maximum of 5 crew days have been allotted for this task. Included with this effort is survey of wetland flags which is estimated to take one day.

#### **Stormwater Management Testing**

AmerCom will complete stormwater management (SWM) field testing services through the project limits as detailed below by the specific work activities:

#### Prepare Testing Program

AmerCom will develop the subsurface exploration program contract documents for Stormwater Management testing in coordination with NV5. We will prepare subsurface exploration contract documents detailing the exploration program and requirements expected from the contractor. We will solicit prices for the program from qualified boring contractors. We are budgeting for the following subsurface exploration program will be required:

- SWM Test Pits 12 test pits
- *SWM borings* 11 @ 9' deep
- SWM borings 12 additional @ 9' deep if required
   A maximum total of 23 borings will be completed if required.

#### Storm Water Management Field Testing

Stormwater Management Test Pits and Borings will be completed according to the following:



- Stormwater Management Test Pits A total of 12 SWM test pits will be conducted. Permeability testing and groundwater table observations in each pit will be conducted as defined in Chapter 12 of the NJ Stormwater BMP Manual at proposed SWM facility locations. It is noted the maximum depth of the test pits will be 9'. Permeability testing will be conducted at a maximum depth of 4' to limit significant site disturbance and potential OSHA restrictions. If the soil permeability testing is required at a depth greater than 4' or if groundwater/mottling is not observed, soil borings and testing will be conducted as detailed below.
- Stormwater Management Soil Borings Eleven (11) soil borings will be conducted per the BMP Manual for linear infiltration systems. In addition, two (2) soil borings will be conducted adjacent to each test pit only if the required depth and permeability testing requirement of the test pits as per the manual are not achieved as stated above. The boring will be completed to a maximum depth of 9'. One undisturbed soil sample (Shelby tube) from each boring will be collected to perform the tube permeability test as per Chapter 12 subsection "a2" of the NJ Stormwater BMP Manual. We have assumed that six (6) of the twelve (12) test pits will need supplemental borings.

Installation of monitoring wells is not anticipated.

#### Laboratory Testing

Laboratory testing will be completed on selective soil samples as needed. Analysis and the testing for hazardous materials is not included in this scope.

#### **SWM Memorandum**

Prepare an SWM memorandum that will include the following:

- SWM Boring logs
- SWM Test pit logs
- SWM Boring and test pit location plan
- Groundwater conditions and readings
- Soil permeability testing results

#### Conduct Geotechnical Foundation, Roadway and Rock Slope Design (4320)

We will initially review any existing available subsurface (soil boring logs, soil lab testing data, in-situ testing data), data available through the project limits. Utilizing this data, we will prepare a pavement design recommendation for sidepath improvements. We will also identify the estimated bearing capacity to be used for the design of low height landscape walls. A letter report will be developed that will contain the following information:

- · Reference data found
- Sidepath treatment recommendations
- Bearing capacity for design of low height landscape walls

#### **ROW**

#### **Conduct Title Search (4600)**

30 year title searches will only be completed for 9 properties. This work will include a review of the title search data and plotting of the property boundaries based on data received.



It is noted certain properties typically publicly owned and large corporations require extensive research to complete full title searches due to their large amount of property holdings. The deed and title search costs are limited to the total expense shown in the cost summary. Should costs for the title searches exceed the allotted budget the work required will be considered extra and outside this scope.

#### **Prepare ROW Plans and Documents (4605)**

AmerCom will prepare and submit ROW documents. ROW impacts are anticipated at a total of 9 parcels. Documents required for Final ROW are as shown below.

- Individual Parcel Maps (9 plans)
- Parcel Descriptions (9)

It is noted survey of the entire properties to develop IPM's will not be completed. Plans to be developed will be based on existing aerial imagery traced into CAD and field edited to reflect current site features that may affect ROW acquisitions.

#### **Prepare Final ROW Submission (4625)**

AmerCom will review and update the right of way documents as per comments received from the Pre-Final submittal. AmerCom will prepare final documents.

Our cost for this work is shown on the attached hourly cost breakdown. Thank you for this opportunity and please feel free to contact me with any questions.

Very truly yours,

AmerCom Corporation

Mark V. Sheptock, P.E.

Vice President

#### **Princeton Safe Routes to School Program**

Proposal for Final Design

May 28, 2025



WORK ACTIVITY	Description of Tasks	Surveyor P-IV HRS.	Principal Engineer P-IV HRS.	Senior Engineer P-III HRS.	Engineer P-II HRS.	Jr. Engineer P-I HRS.	Princ. Tech ET-4 HRS.	Total HRS.
4215	Conduct Supplemental Survey	пкъ.	пкъ.	пкъ.	пкъ.	пкъ.	пкъ.	пкъ.
4215		4			40	40		84
	Topographic/Planimetric Survey	4			40	40	16	
	Update Base Mapping and DTM	16					16	32
	Stormwater Management Testing		_					
	Prepare Testing Program		4	32				36
	Gather Subsurface Information		24		120			144
	Boring & test pit logs		1	12	56			69
	Coordinate Lab Testing of soil samples		1	20				21
	Analyze results & prepare Memo		16	64				80
4320	Conduct Geotechnical Foundation, Roadway and Ro	ock Slope Design	n					
	Path and wall recommendations		32	40				72
4600	Conduct Title Search							
	Coordinate title search	4						4
	Review title searches/Deeds & plot boundary	2		32				34
4605	Prepare ROW Plans and Documents (4605)							
	IPM (9 plans)	1	8				72	81
	Descriptions (9)	4	27					31
4625	Prepare Final ROW Submission							
	Prepare Final ROW	1	4				16	21
TOTAL MAN-HOURS		32	117	200	216	40	104	709
HOURLY RATE		\$ 75.50	\$ 69.49	\$ 55.76	\$ 39.07	\$ 32.83	\$ 48.52	
SUB TOTAL COST		\$ 2,416.00	\$ 8,130.33	\$ 11,152.00	\$ 8,439.12	\$ 1,313.20	\$ 5,046.08	\$ 36,496.73

#### **COST SUMMARY**

<u>Labor</u>

Direct Labor \$ 36,496.73 Overhead @ 161.14% \$ 58,810.83 Fee @ 18% of DTL \$ 6,569.41

\$ 6,569.41 Labor subtotal \$101,876.97

<u>Expenses</u>

Mileage & tolls \$ 1,000.00
Postage, Reproduction \$ 500.00
\*Boring Contractor & Lab costs \$ 77,200.00

Title Search \$ 4,500.00

Expense subtotal \$83,200.00

TOTAL = \$185,076.97

* Detailed Breakdown of Estimated Boring Contractor and Laboratory Expenses									
ITEM OF WORK	Quantity	Depth/boring	Unit	UNIT PRICE	AMOUNT				
Mobilization	1		L.S.	\$15,000.00	\$15,000.00				
Test Pit w/Single ring Infiltration test (9' deep max)	12		Each	\$1,800.00	\$21,600.00				
3-1/2" I.D. Casing, Standard Borings - SWM	23	9	Feet	\$55.00	\$11,385.00				
Shelby Tubes	23		Each	\$350.00	\$8,050.00				
Test Pit ground restoration	12		Each	\$800.00	\$9,600.00				
Lab Testing Allowance (SWM Permeability tests)	23		each	\$500.00	\$11,500.00				
				SUBTOTAL	\$77,135.00				
				Say	\$ 77,200.00				

## **FIXED FEE CALCULATION**

8/13/2024 Princeton Safe Routes to School Program

CONSULTANT:

PREPARED BY:

AmerCom Corp.

AGREEMENT OR CAM NO.

Mark Sheptock

DATE:

5/28/2025

# **EVALUATE PROJECT SPECIFICS:**

Prime Consultant will use Total Project Design Cost (or Task Order Design Cost) for the SIZE criteria Each Subconsultant will assign points for SIZE, COMPLEXITY, DURATION, & DEGREE OF RISK based on its specific project tasks.

SPECIFICS	CRITERIA	<u>POINTS</u>	<u>RATING</u>
SIZE:	SMALL - Total Fee (Project Design Cost) < \$1,250,000	15	15
	LARGE - Total Fee (Project Design Cost) > \$1,250,000	20	
COMPLEXITY:	SIMPLE - Limited Scope of Work; Deck Patching, Resurfacing, Restoration, Inspection, Concept Development Services	10	10
	STANDARD - Moderate Scope; Rehabilitation, New, or Reconstruction	15	
	COMPLEX - Multi-disciplined, Highly Specialized, or Major Unusual	20	
DURATION:	STANDARD - Appropriate Schedule	15	15
	AGGRESSIVE - Designers Schedule Reduced > 10 %	20	
DEGREE OF RISK:	LEVEL 1 - Low Risk of Claims; Studies, Surveys, Landscape, Inspections	20	20
	LEVEL 2 - Average Risk of Claims; Standard Complexity or Level 1 with High Public Exposure	30	
	LEVEL 3 - High Risk of Claims; Hazardous, Experimental, or Bonus/Penalty Clauses	40	
		TOTAL RATING =	= 60

## **CALCULATE FEE:**

PROJECT SPECIFICS FACTOR (Total Rating /100) =

FEE FACTOR ( Project Specifics Factor x 0.30) = 0.18

**DIRECT LABOR COSTS** 36,496.73

\$ TOTAL FEE (Direct Labor Costs x Fee Factor) = 6,569

## **VERIFY THAT FEE FALLS WITHIN RANGE OF 6% TO 15%:**

CONSULTANT'S INTERIM OVERHEAD RATE (%) =

161.14%

0.60

OVERHEAD (Labor x Overhead Rate) =

58,810.83

FIXED FEE RANGE [ Fee/(Labor + Overhead)] =

6.9%

## Municipality of Princeton SRTS - 2018

## Rosedale Road & General Johnson Drive Intersection and Upgrades to Side path Along Rosedale Road FINAL DESIGN PHASE

## Updated July 11, 2025 - NV5 PROPOSAL

Note: all services are Participating, BEPR comments on draft proposal incorporated

Note: all services are Participating, BEPR comments on draft proposal incorporated	1	1		1		T					1	
TASK	ACTIVITY NO.	P6 PROJECT MANAGER / SUPERVISING ENGINEER	P7 DIRECTOR QA / QC	P6 Supervising Engineer	P5 PRINC. ENGINEER	P6 SUPERVISING ENV SPECIALIST / DIRECTOR CULTURAL RESOURCES UNIT	P4 SENIOR ENGINEER	P3 ENGINEER	P6 SUPERVISING ENV SPECIALIST	P4 SENIOR ENV SPECIALIST	P3 ENV SPECIALIST	TOTAL HOURS
PHASE II - FINAL DESIGN												
Utility Design Services - Not included, If needed, extra work												not included
Prepare Jurisdictional Limit Maps and Agreements (Map Only. Agreement not included)	4100	2					12					14
Conduct Supplemental Surveys / Base Map [Coordination with AmerCom]	4215	2					10					12
Complete Traffic Signal, Signing and Striping Plans	-											
Side path signage and associated striping at unsignalized intersections (crosswalks) County Coordination for connections at Elm Road	4240	2			10		25	10				47
Conduct Geotechnical Foundation, Roadway and Rock Slope Design (4300) – See AmerCom Proposal	4320	2					6					8
[Coordination with AmerCom] Environmental Services												0
Complete Drainage Design	4270			30			180	100				310
Complete Hydrologic & Hydraulic Analysis	4310			30			100	100				10
Delineate Wetlands	4360		1				10		6	62	56	125
Prepare Permit Application									-		30	
(NJDEP FHA-IP, NJDEP FWW, DRCC Approval, MCSCD, NJPDES GP)	4385	3		15			120	55	20	16	50	279
Conduct Ecology Study	4390		1						6	52	36	95
Review and Submit Permit Application	4390	2	2	8			20	20	40	40	20	152
Secure Permits	4395	1	2	5			10	10	5	10	5	48
Prepare Soil Erosion and Sediment Control Report and Plans	4410			10			25	20				55
Review Soil Erosion and Sediment Control Report and Plans	4430			5			10					15
Develop Cultural Resources Mitigation Measures (not applicable)	4550											Not required
Complete Environmental Plans	4585	1		1					2	4		8
Pre-Application Meetings (2)			2				8		10			20
Structure Services -none - location, height, length of landscape type retaining walls to be indicated	4160											no applicable
Complete Horizontal and Vertical Geometry	4210	10	6		40		50	50				156
Prepare Final Roadway Plans (9 Construction Plans at 1"= 30' scale)	4220											
Key Sheet, Legend & Notes, EQ, Plan Reference. Tie Sheets		4			5		40	30				79
Typical Sections, Side Path Cross Sections as needed		2			5		30					37
Side Path Profiles		1			2		20					23
Construction Plans including Grading & Drainage		20			40		80	220				360
Driveway Profile (limits) (18 driveways)		2	10	10			20	40				82
Curb Ramp Details (20)		6		24			80	70				180
Earthwork Summary				4			6	20				30
MPT Plans		2		10			40					52
Develop Construction Cost Estimate	4275				6		20	20				46
Develop Specifications	4280	4		10	40		20					74
Develop Construction Schedule	4285			4			6					10
Prepare ROW Plans and Documents - Coordination with AmerCom (See AmerCom proposal)	4605	4			6		10	40			-	20
Prepare Final Design Submission Package (Pre-PS&E)	4290	5	4	10	24		40	10				83
Resolve Final Design Submission Comments	4830	3	4	10			20					37
Coordination of LPA Certifications and HOP	4840	2		10	2		20					24
Submit PS&E Package and Coordination to Construction Authorization	4840	10		10	10		10					40
FD Status Meetings with Princeton, Mercer County & NJDOT (Assume 4 Status, 1 PIC)	~	40		26			24		6			96
FD Project Management, Schedule, DCRs	~ FD Work-Hour Totals	50 180	32	182	190	0	30 1002	675	95	184	167	80 <b>2707</b>
	ay 2025 Wage Rates		\$106.13	\$100.82	\$72.08	U	\$60.11	\$40.77	\$59.94	\$50.25	\$47.33	2101
FD Phase Totals	FD Direct Labor (Salary)	\$17.985.60	\$3,396.16	\$18,349.24	\$13,695.20	\$0.00	\$60,230.22	\$27,519.75	\$5,694.30	\$9,246.00	\$7,904.11	\$164,020.58

## Municipality of Princeton SRTS - 2018 Rosedale Road & General Johnson Drive Intersection and Upgrades to Side path Along Rosedale Road

#### **FINAL DESIGN PHASE**

#### Updated July 11, 2025 - NV5 PROPOSAL

#### **Direct Expense Summary**

Mileage (Personal Vehicles)	\$ 200.00
Reproduction Services (Color Plots, Copies presentation boards, etc.)	\$ 500.00
Permit Fees: Not anticipated. Assume covered by others	not included
Certified mailings for permit Public Notification	\$ 250.00
Translation Services for PIC flyer (up to 3 languages)	\$ 450.00
<u>Miscellaneous</u>	
Express Mail	\$ 120.00
Assume PIC mailing invitations from Princeton	not included
<u>Total</u>	\$ 1,520.00

## Municipality of Princeton SRTS - 2018 Rosedale Road & General Johnson Drive Intersection and Upgrades to Side path Along Rosedale Road

#### **FINAL DESIGN PHASE**

Updated July 11, 2025 - NV5 PROPOSAL

## **Fee Summary**

		Design Services
NV5 Salaries	\$	164,020.58
Overhead Rate (through July 2025)		
Overhead @ 144.82%	\$	237,534.60
FCCM (Facilities Capitol Cost of Money) @ 0.019%	. \$	31.82
total overhead (144.84%) = interim+FCCM	\$	237,566.42
Fixed Fee (Fee Factor =0.195)	. \$	31,984.01
Fee Factor Calculation: Size = small project = 15, Complexity = standard = 15, Duration = standard = 15, Risk level = Level 1 = 20		
(15+15+15+20) = 65, 65/100 = 0.65*30 = 19.5% of direct labor		
	\$	433,571.01
Direct Expenses	\$	1,520.00
NV5 Fee	\$	435,091.01
Subconcultanto		
Subconsultants: AmerCom (Survey, ROW & Geotechnical)		
(it is noted that extra soil testing borings and ROW services for up to 9 properties are included if		
needed)	\$	185,076.97
	*	200,010101
<u>Total Subconsultant Fee</u>	\$	185,076.97
Total Fee - FD Services	\$	620,167.98



DEPARTMENT OF TRANSPORTATION P.O. Box 600 Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

FRANCIS K. O'CONNOR Commissioner

TAHESHA L. WAY
Lt. Governor

July 24, 2024

Mr. Robert Ellis Regional Controller NV5, Inc. 800 Lanidex Plaza, Suite 300 Parsippany, NJ 07054

Dear Mr. Ellis,

Based on our review of AE U.S. Operations of NV5 Global, Inc.'s submitted Statement of Direct Labor, Fringe Benefits and General Overhead for the year ended December 30, 2023, we have determined overhead rates of 134.14 percent should be used for construction inspection projects, 144.82 percent should be used for home-office projects, and 143.66 percent should be used for additional work modifications for contracts entered into prior to your firm selecting to use split rates or the time split rates were required on all new contracts and extra work modifications. In addition, in accordance with current Department policy, if FCCM is specifically identified in the cost proposals relating to the contract under which the cost is to be claimed, the audited FCCM rate of 0.0194 percent should be used. The above rates should be used for funding purposes on future contracts with the Department.

In addition, the overhead rates proposed on this overhead letter expire on July 1, 2025.

These rates are subject to audit verification. Our acceptance of these rates does not extend beyond contracts with the New Jersey Department of Transportation. Any other entity contracting with the firm is responsible for determining the acceptability of the overhead statement.

If you have any questions, feel free to contact Elkins Larkins at (609) 963-2364, or at elkins.larkins@dot.nj.gov.

Richard Temmer

Manager, Bureau of External Audit

Marquis Mc wen



P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

FRANCIS K. O'CONNOR Commissioner

TAHESHA L. WAY
Lt. Governor

Deanna Stockton, P.E., C.M.E. Municipal Engineer Municipality of Princeton 400 Witherspoon Street Princeton, NJ 08540

Re: MODIFICATION NO. 2 TO FEDERAL AID AGREEMENT

Rosedale Road (CR 604) & General Johnson Drive Intersection and Pathway Improvement Project

Princeton, Mercer County Federal Project No.: D00S435 State Job No.: 6500343

Dear Ms. Stockton:

On August 01, 2025, the Federal Highway Administration (FHWA) authorized additional funding in the amount of \$620,167.98 for the final design (FD) costs associated with the above captioned Federal Aid Highway Program project. This authorization was based on the scope of work and budget agreed upon by Princeton and the Division of Local Aid.

Enclosed please find a copy of Modification No. 2, to Federal Aid Agreement 2021-DT-DLA-551, for the subject project.

Please return three (3) original signed and sealed copies of the attached agreement modification for execution by the Department. Although not required for the modification, if passed per your entity's procedures, please provide three (3) copies of original signed/sealed Resolutions.

As a reminder, WORK CANNOT BEGIN ON FD ACTIVITIES UNTIL THIS AGREEMENT MODIFICATION IS EXECUTED BY NJDOT. Any costs associated with FD activities incurred prior to NJDOT execution of this agreement modification will be deemed non-participating and ineligible for reimbursement.

If you have any questions, please contact Marquis McEwen at (609) 963-1186.

Sincerely,

Marquis McEwen

Project Management Specialist 1

Division of Local Aid and Economic Development

Marguis Mc wen

# NEW JERSEY DEPARTMENT OF TRANSPORTATION LOCAL AID & ECONOMIC DEVELOPMENT TRENTON, NEW JERSEY

## **AGREEMENT MODIFICATION**

MODIFICATION NO.	2 FE	DERAL PROJECT N	O. TA-D00S(435)	DATE August 5,	2025			
PROJECT	Rosedale Rd (Cr 604) & General Johnson Dr. Intersection & Pathway Improvements							
LOCATION	Princeton, Merce	er County						
SPONSOR	<b>Princeton City</b>							
AGREEMENT DATE	12/28/2020	AGREEMENT NO.	2021-DT-DLA-551					
IN ACCORDANCE W STATE AGREE TO TH				MENT, THE SPONSOR	AND THE			
the period of pe this amount und for payments th	erformance ("Projec der this Agreement. lat exceed this amou	t Fund"). Neither the The Subrecipient ack int.	State, FHWA, nor US nowledges that neither	basis, in the amount of §DOT shall provide fundithe State, FHWA nor US	ng greater than DOT are liable			
3.2 The Project sha the State.	in be completed by <u>I</u>	<u>Jecember 31, 2026,</u> (	imess either terminated	or extended by written a	utilofization of			
CHANGE TO:								
for the period of than this amoun	of performance ("Pr	oject Fund"). Neithe nent. The Subrecipies	r the State, FHWA, no	t basis, in the amount of § r USDOT shall provide feither the State, FHWA n	funding greater			
3.2 The Project sha			ınless either terminated	or extended by written a	uthorization of			
the State.				Additional Funds				
Original Agreement Amount Present Agreement Total Am	nt. (PE+Mod. 1) \$	295,115.12 298,849.62	CE	RTIFICATION OF FUNDS				
This Modification Amount (I Modified Agreement Amt(Pl Original Agreement Compl.	E+Mod1+Mod2)	2/31/2026		Director of Accounting and Auditing	Date			
Revised Agreement Compl.	Date 12	2/31/2028	FO	R PROGRAM USE ONLY:				
ACC	EPTED		Document No.					
			Registration No.					
(Spe	onsor)	Date	_		·			
RECC	MMENDED							
			CERTIFICA	ATION ACCEPTANCE PRO	JECTS			
Marquis McEwen, Project Loc	et Management Special al Aid	ist 1 Date	This Mod.	is approved for Federal partic	ipation			
Mahmood A Khandakar, Pro	oject Management Spec al Aid	cialist 3 Date		tor, Local Aid & Economic	Date			

**Contract ID: 21 70028** 



## Princeton NJ

#### 400 Witherspoon St Princeton, NJ 08540

### Staff Report

File #: R-25-319 **Agenda Date: 9/23/2025** Agenda #: 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

WHEREAS, in response to a Notice to Bidders duly advertised pursuant to N.J.S.A. 40A:11-1 et seq. on August 8, 2025, Princeton received and publicly opened the following five (5) bids for 2025 Fall Tree Planting:

- 1. \$62,845.00 from Sunset Creations of Belle Mead, New Jersey
- 2. \$65,587.00 from Clarke Moynihan Landscaping and Construction, LLC of Lafayette, New Jersey
- 3. \$93,761.65 from Turco Golf of Pompton Lakes, New Jersey
- 4. \$130,163.00 from Joseph McIlvaine Tree and Lawn Service of Feasterville, Pennsylvania
- 5. \$130,725.00 from C&S Landscaping of Jackson, New Jersey

WHEREAS, department personnel have reviewed the bids and determined that the bid submitted by Sunset Creations, Inc. is the lowest responsible and responsive bid and recommend that a contract for 2025 Fall Tree Planting be awarded to Sunset Creations, Inc.; and

WHEREAS, the Certified Financial Officer certifies that Princeton has appropriated sufficient funds for these services in budget account ACCOUNT.

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

- 1. The Mayor and Council are hereby authorized and directed to enter into an agreement with Sunset Creations, Inc. for 2025 Fall Tree Planting for an amount not to exceed \$62,845.00 in accordance with the specifications, terms, and conditions within the Bid Documents.
- 2. The Contract and Bid Documents will be kept on file in the Office of the Clerk.

#### AGREEMENT FOR 2025 FALL TREE PLANTING PROJECT

THIS AGREEMENT, made the 23<sup>rd</sup> day of September, 2025, by and between THE MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey, with offices at 400 Witherspoon Street, Princeton, New Jersey 08540 ("PRINCETON") and SUNSET CREATIONS, INC., 355 Route 601, Belle Mead, New Jersey 08502 ("CONTRACTOR")

In connection with the CONTRACTOR's bid proposal, dated September 10, 2025, and PRINCETON's notice of award of same, dated September 24, 2025, PRINCETON and CONTRACTOR hereby agree as follows:

#### 1. Scope of Work

The CONTRACTOR hereby agrees to furnish all labor, superintendence, services, products, and other utilities and facilities to perform all work necessary for or incidental thereto, and to perform all other obligations specified in the Contract Documents in accordance with the terms of CONTRACTOR's bid proposal.

#### 2. Contract Time

- a. Date of Commencement. The date for commencement of the Work shall be the date provided in PRINCETON's Notice to Proceed.
- b. The work shall consist of furnishing, planting, and maintaining plant material. Planting shall be completed no later than December 31, 2025. The one-year maintenance period shall begin after the date of acceptance by PRINCETON.
- c. CONTRACTOR agrees to Conditions regarding Liquidated Damages as written in Paragraph 37. Abandonment; Delay; Liquidated Damages.
- d. The liquidated damages may, solely at PRINCETON'S choice, be deducted by PRINCETON from monies due to the Contractor. Should the total amount chargeable as liquidated damages exceed the amount due or payable by the Contractor or, if a default had been declared by PRINCETON, then such excess shall be paid to PRINCETON by the Contractor or its Surety. PRINCETON retains all its other rights detailed in the Contract Documents when Contractor is out of compliance with the Contract Documents and, pursuance by PRINCETON of any other course of action shall not preclude the Authority from obtaining liquidated damages, if applicable.
- e. It is also agreed that the acceptance of the final payment by the CONTRACTOR shall be considered as a release in full of all claims against PRINCETON arising out of or by reason of performance or non-performance of the CONTRACTOR's obligations under this contract.

#### 3. Contract Sum

Based upon the unit prices and/or lump sum set forth in the bid proposal, the amount of the Contract, subject to adjustments made in accordance with the Contract Documents is not to exceed sixty-two thousand eight hundred forty-five dollars and zero cents (\$62,845.00.)

#### 4. Hold Harmless Agreement

The CONTRACTOR agrees to indemnify, defend, and hold harmless PRINCETON, its

officers, agents, employees, and consultants in accordance with the General Conditions.

#### 5. Payment to Contractor

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

#### 6. Contract Documents

The Contract Documents as referenced in the Bid Specifications are incorporated herein and made a part hereof by reference.

#### 7. Affirmative Action Regulations

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

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

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

ATTEST:	PRINCETON
By: Dawn M. Mount, Municipal Clerk	Mark Freda, Mayor
Dawn M. Mount, Municipal Clerk	Mark Freda, Mayor
ATTEST or WITNESS:	SUNSET CREATIONS, INC.
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 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**

**BID PROPOSAL FORM** 

Bidder:	Sunset Creations, Inc.	
Address:	355 Rowle 601	
	Belle Mead, NJ 08502	
Telephone:	(908) 281-6600	
Facsimile:	(908) 281-9612	
	Talia delanalaca	

John Willingero

The undersigned, having carefully familiarized themselves with the scope of work, technical
specifications, administrative requirements, and having carefully examined and fully understood the
Bid Documents prepared by Princeton, hereby affirms and proposes to enter into a contract to supply,
deliver, or provide completely the goods or services covered by the Bid Documents for the sum
indicated against the applicable bid item.

JCocombero@ sunset creations in c. com

- 2. The undersigned hereby certifies that they have full authority to make the Proposal and does further declare that they are the only person or persons interested in this Proposal and have not entered into any collusion in preparing the Proposal.
- 3. If notified of acceptance of this Proposal within 60 days after the time set for opening bids, or any authorized extension of that time, the undersigned agrees to execute a contract for the goods or services for the stated sum in the Bid Proposal form included in the Contract Documents, and to complete the work or supply goods according to the terms and conditions of the contract within the time established in the Specifications.
- 4. In accordance with N.J.S.A. 40A:11-23.2, the undersigned Bidder hereby acknowledges receipt of the following Addenda with their initials:

Addendum Number	Issue Date	Initials
Number		
Number	,	
Number		
Number		$\Omega_{-}$
If no adden	da were issued, initial here:	CK-

Contact Person:

**Email Address:** 

5.	We the undersigned are created and existing under the laws of the State of, as a:
	[V] Corporation
	[ ] Limited Liability Company
	[ ] Other
6.	This bid proposal must be signed in the space provided for signatures below. In the case of an entity, the title of the person signing must be stated, and the signature of said person must be duly attested.
	A A A A A A A A A A A A A A A A A A A
	Sunset Creations, Inc.
	Company or Firm Name
	John Colombero President
	Name and Title
	Helmany 9/10/2025
	Signature Date
	J. Fascomoli 9/10/2025
	Attest Date

## **PRICE SHEET**

ITEM #	LOCATION	ТҮРЕ	QTY.	UNIT PRICE	TOTAL PRICE
1	Barbara Boggs Park- Planted along Hamilton Avenue	2.5"-3" Hybrid Dogwood, Cornus x rutgersensis	1	475.00	475,00
2	32 Birch Avenue	2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	450.00	450.00
3	14 Birch Avenue	2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	400.00	400.00
4	36 Birch Avenue	2.5"-3" Paperbark Maple, Acer griseum	1	500.00	500.00
5	44 Birch Avenue	2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	400.00	400.00
6	45 Birch Avenue	2.5"-3" Ginkgo, Ginkgo biloba	1	500,00	500.00
7	52 Birch Avenue	2.5"-3" Paperbark Maple, Acer griseum	1	490,00	490.00
8	58 Birch Avenue	2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	400.00	400.00
9	68 Birch Avenue	2.5"-3" Paperbark Maple, Acer griseum	1	490.08	490.00
10	103 Birch Avenue	2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	400.00	400.00
11	110 Birch Avenue	2.5"-3" Paperbark Maple, Acer griseum	1	490.00	490.00
12	132 Birch Avenue	2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	400,00	400.00
13	214 Birch Avenue	2.5"-3" Okame Cherry, Prunus 'Okame'	1	430.00	430.00
14	Cherry Hill Road Corridor- Planted on the walking path between Andrews Lane and Foulet Drive	2.5"-3" Eastern Redbud, Cercis canadensis	3	460.00	1380.00
15	Cherry Hill Road Corridor- Planted on the walking path between Andrews Lane and Foulet Drive	2.5"-3" Swamp White Oak, Quercus bicolor	3	460.06	1380,66
16	Cherry Hill Road Corridor- Planted on the walking path between Foulet Drive and Crestrview Drive	2.5"-3" Blackgum, Nyssa sylvatica	5	415.00	1 (
17	235 Cherry Hill Road	3.5"-4" Kwanzan Cherry Tree, Prunus serrulata 'Kwanzan' ***Larger species needed for Engineering Project***	2	500.00	2375.00

ITEM #	LOCATION	ТҮРЕ	QTY.	UNIT PRICE	TOTAL PRICE
18	Cherry Valley Road- Planted between Griggs Drive and Billie Ellis Lane	2.5"-3" Japanese Tree Lilac, Syringa reticulata	5	400.00	2000.00
19	Cherry Valley Road- Planted between Griggs Drive and Billie Ellis Lane	2.5"-3" Okame Cherry, Prunus 'Okame'	2	400.00	800,00
20	Cherry Valley Road- Planted between Griggs Drive and Billie Ellis Lane	2.5"-3" Blackgum, Nyssa sylvatica	3	475,00	1425,08
21	117 Crestview Drive	2.5"-3" Princeton Elm, Ulmus americana 'Princeton'	1	425,00	425.00
22	117 Crestview Drive	2.5"-3" Hybrid Dogwood, Cornus x rutgersensis	1	475.00	475.00
23	24 Dempsey Avenue	2.5"-3" Single Stem Serviceberry, Amelanchier species	2	450,00	900,00
24	28 Edgerstoune Road	2.5"-3" Swamp White Oak, Quercus bicolor	1	430,00	430.86
25	6 Farrand Road- Planted in the HOA Entrance	2.5"-3" Blackgum, Nyssa sylvatica	6	400.00	2400.00
26	6 Farrand Road- Planted in the HOA Entrance	2.5"-3" Swamp White Oak, Quercus bicolor	6	400.00	2400,00
27	6 Farrand Road- Planted in the HOA Entrance	2.5"-3" Eastern Redbud, Cercis canadensis	6	400.00	2400,00
28	6 Farrand Road- Planted in the HOA Entrance	2.5"-3" Okame Cherry, Prunus 'Okame'	3	400,00	12-60.00
29	6 Farrand Road- Planted in the HOA Entrance	2.5"-3" Yellowwood, Cladrastis kentuckea	2	400.00	800,00
30	170 Gallup Road	2.5"-3" Blackgum, Nyssa sylvatica	3	450.66	1350.00
31	87 Grover Avenue	2.5"-3" Okame Cherry, Prunus 'Okame'	1	425,00	425.00
32	42 Harriet Drive	2.5"-3" American Hornbeam, Carpinus caroliniana	1	415,00	415.00
33	165 Harrison Street North	2.5"-3" Red Maple, Acer rubrum	2	400.00	800-00
34	165 Harrison Street North	2.5"-3" Eastern Redbud, Cercis canadensis	1	400.00	400.00
35	Harrison Street Park- Use 65 Aiken Avenue	2.5"-3" Princeton Elm, Ulmus americana 'Princeton' ***Commemorative Tree***	1	450.00	450.00
36	Harrison Street Park- Use 65 Aiken Avenue	2.5"-3" Dawn Redwood, Metasequoia glyptostroboides	3	500.00	1500.00

ITEM #	LOCATION	ТҮРЕ	QTY.	UNIT PRICE	TOTAL PRICE
56	218 Prospect Ave	2.5"-3" Red Maple, Acer rubrum	1	400.00	400.00
57	Rogers Refuge-West Drive Entrance	2.5"-3" Blackgum, Nyssa sylvatica	2	420,00	940.00
58	Rogers Refuge- West Drive Entrance	2.5"-3" Sweetgum, Liquidambar styraciflua ***Commemorative Tree***	1	400.00	400.00
59	60 Ross Stevenson Circle	2.5"-3" Red Maple, Acer rubrum	3	380.00	1140.00
60	60 Scott Lane	2.5"-3" Red Maple, Acer rubrum	2	380.00	160,00
61	99 Snowden Lane	2.5"-3" Okame Cherry, Prunus 'Okame'	1	375,00	315.00
62	59 Talbot	2.5"-3" Red Maple, Acer rubrum	2	386.00	760.00
63	252 Terhune Road- Planted along Harrison Street	2.5"-3" Okame Cherry, Prunus 'Okame'	2	375.00	750.00
64	152 Terhune	2.5"-3" Yellowwood, Cladrastis kentuckea	3	400.00	1200.00
65	408 Walnut	2.5"-3" Yellowwood, Cladrastis kentuckea	1	400.00	400.00
66	401 Walnut	2.5"-3" Saucer Magnolia, Magnolia x soulangeana	1	400.00	400.00
67	400 Witherspoon Street- Municipal Building Parking Lot Trees	2.5"-3" Yellowwood, Cladrastis kentuckea	3	400.00	1200.00
68	400 Witherspoon Street- Municipal Building Parking Lot Trees	2.5"-3"Kentucky Coffe Trees, Gymnocladus dioicus	4	420.00	1680.00
69	400 Witherspoon Street- Municipal Building Parking Lot Trees	2.5"-3" Frans Fontaine Hornbeam, Carpinus betulus 'Frans Fontaine'	2	400.00	800.00
70	341 Witherspoon Street	2.5"-3" Okame Cherry, Prunus 'Okame'	1	375.60	315,00
71	124 Witherspoon Street- To be planted on Quarry Street	2.5"-3" Frans Fontaine Hornbeam, Carpinus betulus 'Frans Fontaine'	2	425.60	850.00
72	372 Witherspoon Street- Community Park School- Trees are to be planted along the street across from 317 Witherspoon St.	2.5"-3" London Plane, Platanus x acerifolia	3	400.00	1200.60
	TOTAL BID IN NUMBERS	62,845.0	0		
	TOTAL BID IN WORDS	Sixty-two thousare	Eigh	t Havelred F	orty Fise Dallar
					and zero

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6	45 Birch Avenue	2.5"-3" Ginkgo, Ginkgo biloba	1	500,00	500.00
7	52 Birch Avenue	2.5"-3" Paperbark Maple, Acer griseum	1	490,00	490.00
8	58 Birch Avenue	2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	400.00	400.00
9	68 Birch Avenue	2.5"-3" Paperbark Maple, Acer griseum	1	490.08	490.00
10	103 Birch Avenue	2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	400.00	400.00
11	110 Birch Avenue	2.5"-3" Paperbark Maple, Acer griseum	1	490.00	490.00
12	132 Birch Avenue	2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	400,00	400.00
13	214 Birch Avenue	2.5"-3" Okame Cherry, Prunus 'Okame'	1	430.00	430.00
14	Cherry Hill Road Corridor- Planted on the walking path between Andrews Lane and Foulet Drive	2.5"-3" Eastern Redbud, Cercis canadensis	3	460.00	1380.00
15	Cherry Hill Road Corridor- Planted on the walking path between Andrews Lane and Foulet Drive	2.5"-3" Swamp White Oak, Quercus bicolor	3	460.06	1380,66
16	Cherry Hill Road Corridor- Planted on the walking path between Foulet Drive and Crestrview Drive	2.5"-3" Blackgum, Nyssa sylvatica	5	415.00	1 (
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20	Cherry Valley Road- Planted between Griggs Drive and Billie Ellis Lane	2.5"-3" Blackgum, Nyssa sylvatica	3	475,00	1425,08
21	117 Crestview Drive	2.5"-3" Princeton Elm, Ulmus americana 'Princeton'	1	425,00	425.00
22	117 Crestview Drive	2.5"-3" Hybrid Dogwood, Cornus x rutgersensis	1	475.00	475.00
23	24 Dempsey Avenue	2.5"-3" Single Stem Serviceberry, Amelanchier species	2	450,00	900,00
24	28 Edgerstoune Road	2.5"-3" Swamp White Oak, Quercus bicolor	1	430,00	430.86
25	6 Farrand Road- Planted in the HOA Entrance	2.5"-3" Blackgum, Nyssa sylvatica	6	400.00	2400.00
26	6 Farrand Road- Planted in the HOA Entrance	2.5"-3" Swamp White Oak, Quercus bicolor	6	400.00	2400,00
27	6 Farrand Road- Planted in the HOA Entrance	2.5"-3" Eastern Redbud, Cercis canadensis	6	400.00	2400,00
28	6 Farrand Road- Planted in the HOA Entrance	2.5"-3" Okame Cherry, Prunus 'Okame'	3	400,00	12-60.00
29	6 Farrand Road- Planted in the HOA Entrance	2.5"-3" Yellowwood, Cladrastis kentuckea	2	400.00	800,00
30	170 Gallup Road	2.5"-3" Blackgum, Nyssa sylvatica	3	450.66	1350.00
31	87 Grover Avenue	2.5"-3" Okame Cherry, Prunus 'Okame'	1	425.00	425.00
32	42 Harriet Drive	2.5"-3" American Hornbeam, Carpinus caroliniana	1	415,00	415.00
33	165 Harrison Street North	2.5"-3" Red Maple, Acer rubrum	2	400.00	800.00
34	165 Harrison Street North	2.5"-3" Eastern Redbud, Cercis canadensis	1	400.00	400.00
35	Harrison Street Park- Use 65 Aiken Avenue	2.5"-3" Princeton Elm, Ulmus americana 'Princeton' ***Commemorative Tree***	1	450.00	450.00
36	Harrison Street Park- Use 65 Aiken Avenue	2.5"-3" Dawn Redwood, Metasequoia glyptostroboides	3	500.00	1500.00

LOCATION	ТҮРЕ	QTY.	UNIT PRICE	TOTAL PRICE
9 Haslet Avenue	2.5"-3" Okame Cherry, Prunus 'Okame'	4	400.00	1600,00
79 Hemlock Circle	2.5"-3" Eastern Redbud, Cercis canadensis	1	400.00	400.00
12 Hunter Road	2.5"-3" Willow Oak, Quercus phellos	5	400.00	2000.00
4 Hunter Road	2.5"-3" Red Maple, Acer rubrum	3	380.66	1140.00
Hutchinson Road- Open Space along Hutchinson Road	6'-7' Norway Spruce, Picea abies	1	350.00	356.06
294 Jefferson Road	2.5"-3" Red Maple, Acer rubrum	3	400.00	1200.00
72 Linden Lane	2.5"-3" Frans Fontaine Hornbeam, Carpinus betulus 'Frans Fontaine'	2	475.00	950.66
20 Locust Lane	2.5"-3" Yellowwood, Cladrastis kentuckea	1	430,00	430.00
59 Meadowbrook Road	2.5"-3" Blackgum, Nyssa sylvatica	3	430.00	1290,00
59 Meadowbrook Road	2.5"-3" River Birch, Betula nigra	3	430.00	1290,00
4 Mercer Street	2.5"-3" London Plane, Platanus x acerifolia	2	400.00	860.00
121 Moore Street	2.5"-3" Okame Cherry, Prunus 'Okame'	1	400.00	400.00
2 Mt Lucas Road- Emergency Service Building- Planted by the Fuel Station	2.5"-3" Silhouette Sweetgum, Liquidambar styraciflua 'Silhouette'	1	450.00	450.00
16 Newlin Road	2.5"-3" Red Maple, Acer rubrum	1	400.00	400.00
49 Pardoe Road	2.5"-3" Eastern Redbud, Cercis canadensis	4	400.00	1600.00
6 Park Place	2.5"-3" Eastern Redbud, Cercis canadensis	1	400.00	400.00
65 Patton Ave	2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	400.00	400.00
76 Pine Street- Planted along Spruce Street	2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	400.00	400,00 860.00
263 Prettybrook Road	2.5"-3" Swamp White Oak, Quercus bicolor	2	400,00	860.00
	9 Haslet Avenue  79 Hemlock Circle  12 Hunter Road  4 Hunter Road  Hutchinson Road- Open Space along Hutchinson Road  294 Jefferson Road  72 Linden Lane  20 Locust Lane  59 Meadowbrook Road  59 Meadowbrook Road  4 Mercer Street  121 Moore Street  2 Mt Lucas Road- Emergency Service Building- Planted by the Fuel Station  16 Newlin Road  49 Pardoe Road  6 Park Place  65 Patton Ave	9 Haslet Avenue '2.5"-3" Okame Cherry, Prunus 'Okame' 79 Hemlock Circle 2.5"-3" Eastern Redbud, Cercis canadensis 12 Hunter Road 2.5"-3" Willow Oak, Quercus phellos 4 Hunter Road 2.5"-3" Red Maple, Acer rubrum Hutchinson Road- Open Space along Hutchinson Road 294 Jefferson Road 2.5"-3" Red Maple, Acer rubrum 72 Linden Lane 2.5"-3" Red Maple, Acer rubrum 72 Linden Lane 2.5"-3" Frans Fontaine Hornbeam, Carpinus betulus 'Frans Fontaine' 20 Locust Lane 2.5"-3" Blackgum, Nyssa sylvatica 59 Meadowbrook Road 2.5"-3" Blackgum, Nyssa sylvatica 159 Meadowbrook Road 2.5"-3" River Birch, Betula nigra 4 Mercer Street 2.5"-3" London Plane, Platanus x acerifolia 121 Moore Street 2.5"-3" Okame Cherry, Prunus 'Okame' 2.5"-3" Silhouette Sweetgum, Liquidambar styraciflua 'Silhouette' 16 Newlin Road 2.5"-3" Eastern Redbud, Cercis canadensis 6 Park Place 2.5"-3" Eastern Redbud, Cercis canadensis 65 Patton Ave 2.5"-3" Japanese Tree Lilac, Syringa reticulata 76 Pine Street- Planted along Spruce Street 2.5"-3" Swamp White Oak,	9 Haslet Avenue  2.5"-3" Okame Cherry, Prunus 'Okame'  79 Hemlock Circle  2.5"-3" Eastern Redbud, Cercis canadensis  1  12 Hunter Road  2.5"-3" Willow Oak, Quercus phellos  4 Hunter Road  4 Hunter Road  4 Hunter Road  4 Hunter Road  4 Hutchinson Road- Open Space along Hutchinson Road  5 Patture Road  2.5"-3" Red Maple, Acer rubrum  72 Linden Lane  2.5"-3" Frans Fontaine Hornbeam, Carpinus betulus 'Frans Fontaine'  1 Hornbeam, Carpinus betulus 'Frans Fontaine'  20 Locust Lane  2.5"-3" Vellowwood, Cladrastis kentuckea  59 Meadowbrook Road  2.5"-3" Blackgum, Nyssa sylvatica  59 Meadowbrook Road  2.5"-3" River Birch, Betula nigra  4 Mercer Street  2.5"-3" Cokame Cherry, Prunus 'Okame'  2 Mt Lucas Road- Emergency Service Building- Planted by the Fuel Station  1 Silhouette'  1 Newlin Road  2.5"-3" Red Maple, Acer rubrum  1 Silhouette'  2.5"-3" Red Maple, Acer rubrum  1 Silhouette'  1 Silhouette'  1 Silhouette'  1 Silhouette'  1 Silhouette'  2.5"-3" Red Maple, Acer rubrum  1 Silhouette'  2.5"-3" Red Maple, Acer rubrum  1 Silhouette'  1 Silhouette'  1 Silhouette'  1 Silhouette'  2.5"-3" Eastern Redbud, Cercis canadensis  6 Park Place  2.5"-3" Eastern Redbud, Cercis canadensis  6 Park Place  2.5"-3" Japanese Tree Lilac, Syringa reticulata  76 Pine Street- Planted along Spruce Street  2.5"-3" Swamp White Oak, 3	9 Haslet Avenue  2.5"-3" Okame Cherry, Prunus Okame'  79 Hemlock Circle  2.5"-3" Eastern Redbud, Cercis canadensis  1 400.00  12 Hunter Road  2.5"-3" Williow Oak, Quercus phellos  4 Hunter Road  2.5"-3" Red Maple, Acer rubrum  3 380.66  Hutchinson Road- Open Space along Hutchinson Road  6'-7' Norway Spruce, Picea ables  2.5"-3" Red Maple, Acer rubrum  72 Linden Lane  2.5"-3" Red Maple, Acer rubrum  72 Linden Lane  2.5"-3" Frans Fontaine Hornbeam, Carpinus betulus Frans Fontaine Hornbeam, Carpinus betulus Frans Fontaine  2.5"-3" Yellowwood, Cladrastis kentuckea  59 Meadowbrook Road  2.5"-3" Blackgum, Nyssa sylvatica  3 430.00  4 Mercer Street  2.5"-3" River Birch, Betula nigra  3 430.00  2.5"-3" Cokame Cherry, Prunus Okame'  1 450.00  12 Moore Street  2.5"-3" Okame Cherry, Prunus Okame' 1 450.00  16 Newlin Road  2.5"-3" Red Maple, Acer rubrum  1 450.00  2.5"-3" Red Maple, Acer rubrum  1 450.00  2.5"-3" Red Maple, Acer rubrum  1 450.00  2.5"-3" Silhouette Sweetgum, Liquidambar styraciflua Silhouette Silhouette Silhouette Canadensis  1 400.00  2.5"-3" Eastern Redbud, Cercis canadensis  1 400.00  2.5"-3" Eastern Redbud, Cercis canadensis  1 400.00  2.5"-3" Japanese Tree Lilac, Syringa reticulata 1 400.00  2.5"-3" Swamp White Oak,

ITEM #	LOCATION	ТҮРЕ	QTY.	UNIT PRICE	TOTAL PRICE
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57	Rogers Refuge-West Drive Entrance	2.5"-3" Blackgum, Nyssa sylvatica	2	420,00	940.00
58	Rogers Refuge- West Drive Entrance	2.5"-3" Sweetgum, Liquidambar styraciflua ***Commemorative Tree***	1	400.00	400.00
59	60 Ross Stevenson Circle	2.5"-3" Red Maple, Acer rubrum	3	380.00	1140.00
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68	400 Witherspoon Street- Municipal Building Parking Lot Trees	2.5"-3"Kentucky Coffe Trees, Gymnocladus dioicus	4	420.00	1680.00
69	400 Witherspoon Street- Municipal Building Parking Lot Trees	2.5"-3" Frans Fontaine Hornbeam, Carpinus betulus 'Frans Fontaine'	2	400.00	800.00
70	341 Witherspoon Street	2.5"-3" Okame Cherry, Prunus 'Okame'	1	375.60	315,00
71	124 Witherspoon Street- To be planted on Quarry Street	2.5"-3" Frans Fontaine Hornbeam, Carpinus betulus 'Frans Fontaine'	2	425.60	850.00
72	372 Witherspoon Street- Community Park School- Trees are to be planted along the street across from 317 Witherspoon St.	2.5"-3" London Plane, Platanus x acerifolia	3	400.00	1200.60
	TOTAL BID IN NUMBERS	62,845.0	0		
	TOTAL BID IN WORDS	Sixty-two thousare	Eigh	t Havelred F	orty Fise Dallar
					and zero



# MUNICIPALITY & PRINCETON

Department of Infrastructure & Operations

400 Witherspoon Street Princeton, NJ 08540 (609) 921-7077 engineering@princetonnj.gov

## MEMORANDUM

To: Mayor and Council

From: Deanna Stockton, Deputy Administrator/Municipal Engineer

Taylor Sapudar, Municipal Arborist

Subject: BID AWARD RECOMMENDATION FOR THE PRINCETON FALL 2025 TREE PLANTING

**PROJECT** 

Date: September 17, 2025

The Department of Infrastructure & Operations received five (5) bids for the Princeton Fall 2025 Tree Planting Project. The lowest bidder is Sunset Creations, Inc. 355 Route 601 Belle Mead, NJ 08502 with a total bid of \$62,845.00.

Annually, the Department issues spring and fall bids for the planting of trees in municipal rights of way and other municipally-owned public lands. The Fall 2025 planting project will replace trees that were in poor condition due to environmental factors, replace trees that have declined due to the emerald ash borer infestation, and replace trees that have declined due to bacterial leaf scorch. Block planting will occur on Cherry Hill Road, Cherry Valley Road, Farrand Road, Birch Avenue, Witherspoon Street, and Hunter Road. In addition to block planting, various locations throughout the Municipality will be planted to accommodate trees removed throughout 2024 and 2025. A total of 146 trees will be planted.

Staff has evaluated the proposal and the accompanying documentation and recommend award of the Princeton Fall 2025 Tree Planting contract to Sunset Creations, Inc for the not to exceed amount of \$62,845.00.



## Princeton NJ

#### 400 Witherspoon St Princeton, NJ 08540

### Staff Report

File #: R-25-320 **Agenda Date:** 9/23/2025 **Agenda #:** 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

WHEREAS, Princeton has a need for Services to Create and Update Sanitary Sewer GIS Layers Using Existing Digital Drawing Files and Surveying; and

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

WHEREAS, Remington & Vernick Engineers ("RVE") provided a proposal for these services for an amount not to exceed \$102,330.00; 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, RVE has completed and submitted the required pay-to-play forms which certify that RVE has not made any reportable contributions to a candidate committee in Princeton in the previous year, and that the contract will prohibit RVE 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 04-215-25-007-089-334; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council 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

**Agenda Date: 9/23/2025 Agenda #:** 5. File #: R-25-320

with 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 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 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.

# PROFESSIONAL SERVICES AGREEMENT FOR SERVICES TO CREATE AND UPDATE SANITARY SEWER GIS LAYERS USING EXISTING DIGITAL DRAWING FILES AND SURVEYING

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 REMINGTON & VERNICK ENGINEERS, 2059 Springdale Road, Cherry Hill, New Jersey 08003 (hereinafter referred to as "CONSULTANT".)

#### **WITNESS**

WHEREAS, PRINCETON desires to obtain professional engineering services to create and update sanitary sewer GIS layers using existing digital drawing files and surveying; and

WHEREAS, on September 10, 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 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 one hundred two thousand, three hundred thirty dollars and zero cents (\$102,330.00), 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.

ATTECT

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 State of New Jersey			
By: Dawn M. Mount, Municipal Clerk	By: Mark Freda, Mayor			
Date:	Date:			
WITNESS:	REMINGTON & VERNICK ENGINEERS			
By:	By:Authorized Representative			
Date:	Date:			

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#### **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**



RVE HQ: 2059 Springdale Road Cherry Hill, NJ 08003 O: (856) 795-9595 F: (856) 795-1882

September 10, 2025

Municipality of Princeton Attn: Deanna Stockton, PE, CME, Municipal Engineer 400 Witherspoon Street Princeton, NJ 08540

**Re:** Municipality of Princeton

Providing Services to Create and Update Sanitary Sewer GIS Layers Using

**Existing Digital Drawing Files and Surveying** 

Dear Ms. Stockton:

**REMINGTON & VERNICK ENGINEERS (RVE)** is pleased to present this proposal for providing services to create and update the sanitary sewer system GIS layers for the Municipality of Princeton.

Our proposed services will create and update applicable layers based on digital drawings provided by the municipality and by field surveying existing infrastructure on a limited basis. Layers will include attribute information, as available. GIS data management and surveying will be conducted in a manner compliant with current state requirements. Map layers will be uploaded to the Municipality of Princeton's ArcGIS Online (AGOL) where they can be published in web maps for public and municipal use.

Remington & Vernick Engineers recently completed Stormwater Outfall and Infrastructure Mapping for NJDEP MS4 Compliance for Princeton and we will use this data as reference to perform the phased scope of services outlined herein for the completion of this GIS project.

#### **BACKGROUND**

The Municipality's existing sanitary sewer infrastructure GIS data was created between 2008 and 2011. The sanitary sewer infrastructure GIS data accounts for most of the existing assets, but the data lacks attributes and accurate spatial location. The current GIS data does not include improvements since 2011.

The Municipality has several CAD files, scanned drawings, and sewer connection permits for the sanitary infrastructure. The Municipality would like for these drawings to be used to create features, update the spatial location and attributes of the assets in the Municipality's AGOL. The Municipality would also like to have these scanned drawings and permits uploaded to their AGOL to allow municipal employees to readily access that information.

#### **SCOPE OF SERVICES**

RVE will perform the entire scope of services outlined below.

#### Task 1: Create and update the infrastructure assets using scanned and digital drawings.

Features will be created as needed for all sanitary infrastructure assets shown on the provided drawings. Attribute information will be added to the features as available from the drawings. Location information for assets added from CAD files will be transformed as necessary to match State standards. Location information for assets added from the scanned drawings will be updated based on aerial orthophotographic imagery (Nearmap). If a given asset is shown on multiple drawings and there is a conflict between the drawings, the most recent drawing will be used, unless otherwise directed. Underground structures shown on the drawings will be added as separate features with appropriate attributes.

The following attribute information will be added from the drawings as available:

#### **Pipes (Both Gravity and Force Main)**

- Shape
- Height, if applicable
- Width, if applicable
- Material
- Status (i.e., active or abandoned)
- Upstream Invert
- Downstream Invert
- Length
- Slope
- Upstream Manhole ID
- Downstream Manhole ID
- Upstream Direction (in degrees)
- Downstream Direction (in degrees)

#### Manholes

- Number of Connected Pipes
- Bottom/Invert Elevation
- Rim Elevation
- Structure Condition (field collection)
- Number of Connected Pipes
- Pictures of field collected structures

#### **Facilities**

- Pump / Lift Station
- Wastewater Treatment Plant

#### Task 2: Attach permits, documents, and photos

RVE will setup the sanitary sewer assets to have attachment layers for the storage and linking of various permits, documents, photos, and anything else in which the municipality would like to have linked to a sanitary feature. Per request for security, this attachment layer will be provided through Esri's Attachment Layer system, and all items will be uploaded and hosted on Princeton's AGOL where a login will be required to access the attachments. Attached documents will include the provided sewer lateral connection permits, and will be attached to the sewer lateral layer for reference purposes.

#### Task 3: GPS survey of missing/incomplete infrastructure information.

Structures (manholes, etc.) whose location or elevation is missing or not accurate will be surveyed. In the event that assets have elevations shown on the drawings, but the datum is not specified as NAVD88, or elevation is assumed, RVE will survey two or more of the structures per plan set to confirm the datum matches NAVD88 or to calculate the offset and apply that offset to all applicable features.

Structures which have elevations shown on drawings, and the datum is specified as NAVD88, will not be surveyed. Survey elevation accuracy will be within 0.1 feet. Locations and elevations will reference the center of the lid for manholes or grate for inlets. If needed, manholes will be opened to obtain the missing information.

Princeton has approximately 3,500+/- sanitary manholes, including but not limited to just manholes. The number of structures which will be surveyed and field verified will depend on the information detailed and available in the provided as built and construction drawings.

All survey data will be based on GPS information and will be created in the New Jersey State Plane Coordinate System. The horizontal ground control will be based on North American Datum of 1983 (NAD 83), and vertical ground control will be based on National American Vertical Datum of 1988 (NAVD 88).

RVE anticipates the completion of approximately 40+/- sanitary sewer assets per day; if and where needed, contingent on schedules, weather conditions, traffic control measures needed, etc.

RVE's Survey Team will field locate and/or verify known/visible at grade utility infrastructure asset locations. RVE will locate structures/features by using GPS survey methods and a two-man field survey crew. The estimated field work for the sanitary sewer system is approximately (15) service days, with approximately (8) service days of post processing and supporting office work.

RVE understands that Princeton is only interested in verifying and locating those known/visible at grade sanitary sewer structures that are missing, obscured or do not agree with the available as built and construction documents. Any areas of the municipality not detailed on available as built or construction documents will not be GPS field located at this time. RVE will propose to data collect and map any sanitary sewer infrastructure with accurate locations and elevations of previously unmapped areas of Princeton at a later date as directed by the Municipality.

Any/all of the asset attributes described in Task 2 will be compiled for the surveyed facilities.

All survey field collection services and GIS utility mapping work will be completed under the auspices of our NJ Professional Licensed Land Surveyor and in accordance with the current State regulations and standards for the "Locations of Existing Utilities" statutes, NJSA 45:8-28(e); NJAC 13:40-1.3; NJAC 13:40-5.1(g)4, as well as the NJ Digital Mapping Computer Aided Drafting (CAD) Standards and comply with any of Princeton's applicable standards and requirements.

RVE understands that we are not required to physically verify, survey, and GPS located any sanitary assets on private property owned by Princeton University, Institute for Advanced Study, or Princeton Theological Seminary at this time, unless otherwise requested and proposed to do so by the Municipality of Princeton.

#### **DELIVERABLES**

RVE will add and update GIS data directly to the Municipality's AGOL site by way of a provided creator account. RVE will provide a memo upon completion of tasks 1-4 documenting the work completed, outstanding work to be completed under separate contract, and any pertinent discoveries made.

#### **UNDERSTANDING & SPECIFIC EXCLUSIONS**

RVE is aware that the Municipality of Princeton regularly maintains their road construction projects and major subdivision construction documents in a digital CAD file format. These as-built documents, if made available, would benefit Princeton, as these projects would provide sanitary sewer system assets information that could be imported in a digital format, reducing the amount of field work and time needed thus reducing cost of service and expense for the Municipality.

The cost estimate and timeframes are based on the information and documents received from the Municipality of Princeton as well as our experience that approximately 3,500+/- structures of the sanitary sewer system would be mapped and detailed with attributes populated from this available information. If more than the estimated 3,500+/- sanitary sewer structures need to be field verified and GPS located, additional survey crew field work and GIS mapping updates will be required.

#### **COST OF SERVICES**

RVE is aware that the Municipality may want us to start this project immediately upon receiving award. RVE will invoice at the current Princeton contract rates.

A dedicated project number will also be established for billing purposes.

The lump sum cost breakdown for the completion of this scope of work by task is as follows:

#### Task 1: Create and update infrastructure assets using scanned and digital drawings.

The estimated lump sum cost for completion:

\$55,950

#### Task 2: Attach permits

The estimated lump sum cost for completion:

\$17,630

#### Task 3: Field survey of missing/incomplete infrastructure information.

The estimated lump sum cost for completion:

\$28,750.00

#### **Total Lump Sum Cost of Services by Task:**

\$102,330.00

Additional field survey work may be required and/or requested by Princeton beyond the scope of services presented herein. Any additional survey crew field work will be performed solely at the direction of Princeton for an additional per diem fee of \$2,360.00, including coordination at start-up, necessary research, office support, set-up, downloads, computations, and GIS mapping updates for this project.

Remington & Vernick Engineers will not proceed with any additional work that will exceed the \$102,330.00 cap without prior written authorization from Princeton. The cost of services for any/all new mapping work not outlined in this scope of services will be provided as a separate proposal on an asneeded basis and upon Princeton's request only.

If you have any questions or concerns regarding this project, or if there are budget and timeframe issues based on the scope of work proposed, please contact Mr. Kevin R. Zelinsky, GISP, CMS of our Cherry Hill office at (856) 795-9595, extension 1064, or via e-mail at: Kevin.Zelinsky@rve.com.

We look forward to working with the Municipality on this important project.

Sincerely,

REMINGTON & VERNICK ENGINEERS, INC.

Kevin R. Zelinsky, GISP, CMS Senior Associate & Tax Map/GIS/CADD Manager

KRZ/clj

cc: James J. Purcell, PE, PMP, Assistant Municipal Engineer; Fred Schultz; Greg Schundler

## **Remington & Vernick Engineers Distribution List**

Christopher Gross Nicholas Phelan Ethan Snyder Nicholas Leusner Charles Adamson Leigh Abrams

#### **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:

- 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;
- 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;
- 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 sexualorientation, 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 & PRINCETON

Department of Infrastructure & Operations

400 Witherspoon Street Princeton, NJ 08540 (609) 921-7077 engineering@princetonnj.gov

## MEMORANDUM

To: Mayor and Council

From: Deanna Stockton, Deputy Administrator

Subject: Resolution Awarding a Professional Services Agreement to Remington & Vernick Engineers in the

Not to Exceed Amount of \$102,330, to Create and Update Sanitary Sewer System GIS Layers

Date: September 18, 2025

Attached for Council's authorization is a resolution to enter into a professional services agreement with Remington & Vernick Engineers (RVE) for the creation and update of GIS data for Princeton's sanitary sewer collection system.

Remington & Vernick Engineers has been under contract with Princeton since 2021 to create and update Princeton GIS databases for sanitary sewer infrastructure, storm sewer infrastructure, and tax parcels. Princeton previously only had a basic GIS database of the sanitary sewer system and lacked GIS databases on the other features. Much of RVE's contract work has been focused on fully capturing Princeton's storm sewer data attributes in order to be in a position to submit a GIS map to the New Jersey Department of Environmental Protection by the deadline of December 31, 2025. Due to the vast number of record drawings processed and georeferenced for the storm sewer infrastructure mapping, the existing contract fees were reallocated toward these tasks. With the storm sewer mapping nearing completion, the Department seeks to complete the original scope of work to create and update the sanitary sewer infrastructure database in GIS. The existing sanitary sewer database does not currently incorporate sewer extensions and improvement made after 2011. It is also lacking attribute and accurate spatial location information.

#### RVE's tasks in this contract include:

- Task 1: Create and update the infrastructure assets using scanned and digital drawings
- Task 2: Attach permits, documents and photos
- Task 3: GPS survey of missing / incomplete infrastructure information

The work product created in this contract will become one of the foundational components of an integrated comprehensive work management system that the Department of Infrastructure & Operation are in the process of launching for Public Works and the Sewer Department.

We appreciate Council's authorization of a contract with RVE for the creation and update of Princeton's sanitary sewer GIS database. Please contact me if you have any questions.



# Princeton NJ

#### 400 Witherspoon St Princeton, NJ 08540

## Staff Report

File #: R-25-321 Agenda Date: 9/23/2025 Agenda #: 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

WHEREAS, Princeton has a need for specialized deer removal and management services in connection with the Deer Management Program that is reviewed annually by the New Jersey Division of Fish and Wildlife, and the Fish and Game Council; and

WHEREAS, said services are specialized and qualitative in nature, requiring expertise, extensive training, and proven reputation in the field of endeavor and it is not practicable to obtain additional proposals; and

**WHEREAS**, White Buffalo, Inc ("Contractor") has proposed to provide said services for the management of the suburban white-tailed deer population, which may include but are not limited to, non-lethal surgical sterilization for an amount not to exceed \$86,417.00 in conjunction with sharpshooting for an amount not to exceed \$96,750.90 for a total amount not to exceed \$183,167.90; and

WHEREAS, Contractor has provided specialized deer removal and deer management services to Princeton and demonstrates the unique qualifications to fulfill Princeton's needs by reason of their many years of experience nationally and locally with humane deer removal and management, and their proven safety record and success rate; and

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

WHEREAS, the Municipal Attorney has certified that this award meets the statutes and regulations governing the award of Extraordinary Unspecifiable Services contracts; and

WHEREAS, Princeton's Administrator has certified that this contract is in compliance with the statutes and regulations concerning the award of contracts for extraordinary, unspecifiable services in accordance with N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.1 et seq.; and

**WHEREAS**, the Certified Financial Officer has certified that Princeton has appropriated sufficient funds for these services in account 01-201-27-343-282.

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

1. The Mayor and Clerk, or their designee, are hereby authorized and directed to execute an extraordinary unspecifiable services agreement with White Buffalo Inc., for specialized deer management services for an amount not to exceed \$183,167.90.

File #: R-25-321 **Agenda Date:** 9/23/2025 **Agenda #:** 6.

2. The contract shall commence upon the execution of the agreement and expire on April 15, 2026.

- 3. A copy of this Resolution and Agreement will be kept on file in the Office of the Clerk.
- Notice of this action shall be published in the official newspaper as required by law. 4.



# **Suburban White-Tailed Deer Management Using Sharpshooting**

The Municipality of Princeton, New Jersey

28 July 2025

**Submitted by** 

Drs. Anthony J. DeNicola and Jason R. Boulanger

White Buffalo Inc.



### Introduction

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

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

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



## **Management Area**

Princeton is in central New Jersey and contains approximately 18.4 miles<sup>2</sup>. The municipality represents one of the most challenging situations for deer managers. The community is densely developed in many areas, but still provides excellent deer habitat (as of 2022 census data, there were 30,377 people, 9,120 households). Within these development patterns the 450' firearm discharge restriction limits the amount of access and effectiveness of lethal options. There are no non-human predators present that can limit a deer population in Princeton.

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

# **Management Objectives**

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

#### Field Methods

#### Site Visit, Planning, and Permitting

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

#### **Pre-baiting and Site Selection**

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



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

#### **Deer Population Estimate**

The most recent deer population estimate for Princeton was conducted in December 2023. The survey, which covered approximately 15.5 square miles, estimated a density of 42.6 deer/mi<sup>2</sup>. We propose updating the population estimate to substantiate that targeted harvest numbers are on track to maintain the deer population at targeted levels (~30 deer/mile<sup>2</sup>). Budgets for both distance sampling and unmanned aerial vehicle systems (uAVS) surveys are attached for consideration.

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

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

2022–2023: 60

2023–2024: 77

2024–2025: 56

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

#### **Sharpshooting**

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



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

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

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

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

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



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

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

#### **Capture and Euthanasia**

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

#### **Carcass Disposition**

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

#### **Report Submission**

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

#### **Project Supervisors**

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

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



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



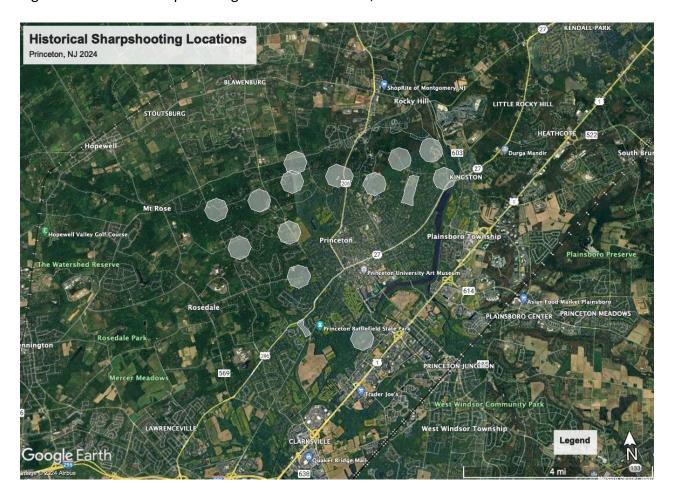
### **Literature Cited**

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

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



Figure 1. Historical Sharpshooting Locations Princeton, NJ 2024



### Princeton, NJ Budget for Sharpshooting Efforts 2025/2026 Targeting 125 deer

#### Personnel Costs

Name	Title	Role	Days	Hours	Rate	
	Project Manager	Permitting, meetings, etc	5	8	\$140.00	\$5,600.00
	Project Manager	Sharpshooting	20	10	\$140.00	\$28,000.00
	Wildlife Biologists (2)	Sharpshooting	38	10	\$120.00	\$45,600.00
	Project Manager	Travel	2	8	\$140.00	\$2,240.00
	Wildlife Biologsists (2)	Travel	4	8	\$120.00	\$3,840.00
Direct Expenses						
			Deer		Rate	
Sharpshooting	Sharpshooting Supplies		126		\$9.00	\$1,134.00
Other Supplies	Miscellaneous					\$200.00
Mileage	Miles to and from Project Site;		Miles		Rate	
	mileage during field operations		4000		\$0.700	\$2,800.00
Flights			2		\$700.00	\$1,400.00
Hunting Licenses			Numbe	r	Cost	
			3		\$144.30	\$432.90
			Person			
Meal Per Diem			64		\$86.00	\$5,504.00
			Total Es	timated	Budget	\$96,750.90

### **Assumptions:**

Bait is supplied and pre-baiting/baiting is handled by the municipality

Municipality will work to provide site access

Carcass transportation and processing is paid for directly by the municipality

Lodging is provided by municipality

uAVS Survey for Princeton Sterilization Area (2.5 sq mi; 1,600 acres)

Personnel Costs						
<u>Name</u>	<u>Title</u>	<u>Role</u>		<u>Days</u>	<u>Daily Rate</u>	
Pilot	Wildlife Biologist	Travel/Setup (8-hr days)		1	\$960.00	\$960.00
		Drone mapping and recon (8-hr days)		1	\$960.00	\$960.00
		Drone Survey (12-hr days)*		0.75	\$1,440.00	\$1,080.00
		Data entry & reporting (8-hr days)		1.5	\$960.00	\$1,440.00
Pilot	Wildlife Biologist	Travel/Setup (8-hr days)		1	\$960.00	\$960.00
		Drone Survey (12-hr days)		0.75	\$1,440.00	\$1,080.00
<b>Direct Expenses</b>						
				<u>Number</u>	<u>Rate</u>	
Lodging		Lodging	1	1	\$200.00	\$200.00
Per diem			2	2	\$86.00	\$344.00
Mileage		1 WBI truck	1	600	\$0.700	\$420.00
Generator fuel				2	\$12.60	\$25.20
Misc supplies		e.g., blade replacement				\$210.00

Total Estimated Budget \$7,679
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#### Notes

<sup>\*</sup> Wildlife Biologist rate \$120 hr

<sup>\*</sup>Assumes 12-hour days (9 hr flight time, 3 hour misc time).

	Personnel	Staff	Days	Hourly Rate	Hours	Day-rate	Total
1	Project Manager						
	Setup	1	1	\$140	12		\$1,680
	Darting and travel	1	7	\$140	12		\$11,760
2	Veterinarian						
	Surgeries and travel	2	7	\$180	12		\$30,240
3	Wildlife Biologist						
	Darting and travel	1	7	\$120	12		\$10,080
4	Wildlife Technician						
	Deer Transport, vet support and travel	1	7			\$1,250	\$8,750
						Labor Costs	\$53,760
	Direct Costs	Units	Days			Rate	Total
5	Housing	2	7			\$200	\$2,800
6	Per Diem		35			\$86	\$3,010
7	Mileage	2,500				\$0.70	\$1,750
8	Radio Collars	30				\$300	\$9,000
9	Capture and Surgery Supplies	40				\$175	\$7,000
10	Flights	2				\$700	\$1,400
11	uAVS survey of study sites (year 1)						\$7,697
						Direct Costs	\$32,657
						Total Year 1	\$86,417
	This budget assumes we are working onsite						
	This badget assumes we are working orione						

	Personnel	Staff	Days	Hourly Rate	Hours	Day-rate	Total
1	Project Manager						
	Setup	1	1	\$145	12		\$1,740
	Darting and travel	1	4	\$145	12		\$6,960
2	Veterinarian						
	Surgeries and travel	2	4	\$185	12		\$17,760
3	Wildlife Biologist						
	Darting and travel	1	4	\$125	12		\$6,000
4	Wildlife Technician						
	Deer Transport, vet support and travel	1	4			\$1,275	\$5,100
						Labor Costs	\$32,460
	Direct Costs	Units	Days			Rate	Total
5	Housing	2	5			\$200	\$2,000
6	Per Diem		20			\$86	\$1,720
7	Mileage	2,150				\$0.75	\$1,613
8	Radio Collars	15				\$300	\$4,500
9	Capture and Surgery Supplies	20				\$175	\$3,500
10	Flights	2				\$700	\$1,400
						Direct Costs	\$14,733
						Total Year 1	\$47,193
	This budget assumes we are working onsite						

Prin	ceton, NJ Sterilization Budget: 2031						
	Personnel	Staff	Days	Hourly Rate	Hours	Day-rate	Total
1	uAVS survey of study sites (year 5)						\$8,923
Prin	ceton, NJ Sterilization Budget: 2036						
	Personnel	Staff	Days	Hourly Rate	Hours	Day-rate	Total
1	uAVS survey of study sites (year 10)						\$10,345



# Princeton NJ

#### 400 Witherspoon St Princeton, NJ 08540

## Staff Report

File #: R-25-322 Agenda Date: 9/23/2025 Agenda #: 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

**WHEREAS**, the Municipality of Princeton ("PRINCETON") wishes to conduct a deer population survey in late 2025/early 2026 in connection with its deer management program; and

WHEREAS, White Buffalo, Inc. ("CONSULTANT") has offered to conduct the required population survey at the rates set forth in CONSULTANT's document entitled "uAVS Survey for Princeton" for a not-to-exceed contract amount of \$22,897.60; and

WHEREAS, Princeton has a need to acquire these services without a "fair and open process" as defined by P.L. 2004, c.19, the "Local Unit Pay-to-Play Law" and in connection therewith, CONSULTANT has completed and filed with Princeton the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8, and Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 (collectively, the "Pay-to-Play Forms"); and

WHEREAS, the agreement shall be effective as of the date of its execution and shall remain in effect for a period of one year or until CONSULTANT has completed the tasks set forth in the Proposal, whichever is sooner, for a total amount not to exceed \$22,897.60; and

**WHEREAS**, the Chief Financial Officer has certified that sufficient funds are available to pay for said services in account 01-201-27-343-282.

**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 preamble to this resolution is hereby incorporated as if restated in full.
- 2. The Mayor and Clerk are hereby authorized and directed to execute an agreement with White Buffalo, Inc. to conduct a deer population survey in late fall 2025 or early winter 2026.
- 3. CONSULTANT shall be compensated for its services in accordance with the rates set forth in its "uAVS Survey for Princeton," for a total not-to-exceed amount of \$22,897.60. The agreement shall be effective as of the date of its execution and shall terminate after one year or upon completion of the tasks set forth in CONSULTANT's proposal, whichever occurs sooner.
- 4. A copy of this resolution, the Pay-to-Play Forms and the agreement shall be placed on file in the Office of the Clerk.

#### AGREEMENT FOR WHITE-TAILED DEER POPULATION SURVEY

THIS AGREEMENT ("Agreement" or "agreement") entered into this 23rd day of September 2025 by and between PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 ("PRINCETON") and WHITE BUFFALO INC., a Connecticut nonprofit corporation with its principal place of business at 6B Kings Highway, Chester, Connecticut 06412 ("PROVIDER").

#### WITNESS

WHEREAS, PRINCETON requires the services of a qualified firm to conduct a survey of PRINCETON's white-tailed deer population; and

WHEREAS, CONSULTANT has offered to provide the sought-after services to PRINCETON in accordance with the rates set forth in its "uAVS Survey for Princeton," a copy of which is attached hereto as Exhibit B, for a total not-to-exceed amount of \$22,897.60; and

WHEREAS, by Resolution adopted on September 23, 2025, the Princeton Mayor and Council awarded a goods and services agreement to CONSULTANT to provide the requisite services 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. <u>Scope of Services.</u> CONSULTANT shall use its best efforts to perform a survey of PRINCETON's white-tailed deer population during late fall 2025 or early winter 2026 and provide a report on/analysis of the results of said survey.

#### 2. Term.

- a. This Agreement shall be effective as of the day and date first written above and shall terminate after one year, or when the sought-after services have been completed, whichever is sooner, and subject further to the termination provisions set forth in subsection 2b. below.
- b. The Agreement may be terminated by either party, by giving one-month advanced written notice to the other, to the address as set forth above.

#### 3. Compensation; Manner of Payment.

a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed twenty-two thousand, eight hundred ninety seven dollars and sixty cents (\$22,897.60), subject to annual budgetary appropriations.

- b. CONSULTANT shall bill PRINCETON on municipal vouchers for services rendered in accordance with the fees set forth in Exhibit B.
- c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of an audited and approved voucher.
- 4. <u>Affirmative Action/Equal Employment.</u> The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit A.
- 5. <u>Business Registration & Sales and Use Tax.</u> The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.

#### 6. 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 (P.L. 2005, c.271, §3) if CONSULTANT receives contracts in excess of \$50,000 from public entities in a calendar year. 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.

#### 7. 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 on such policies.
- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON and 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 CONSULTANT's acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.
- 8. <u>Complete Agreement.</u> 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 hereto have executed this Agreement as of the day and year set forth above.

ATTEST:		PRINCETON
Dawn M. Mount, Municipal Clerk	By:	Hon. Mark Freda, Mayor
•		
WITNESS OR ATTEST:	By:	WHITE BUFFALO INC.
, Secretary		Dr. Jay Boulanger, President

#### **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**

uAVS Surve	<u>y</u> for Prince	eton (18 sq mi; 11,520 acres)				<u>Total</u>
Personnel Costs						
<u>Name</u>	<u>Title</u>	<u>Role</u>		<u>Days</u>	<u>Daily Rate</u>	
Pilot	WB	Travel/Setup (8-hr days)		1	\$960.00	\$960.00
		Drone mapping and recon (8-hr days)		1.5	\$960.00	\$1,440.00
		Drone Survey (12-hr days)*		5	\$1,440.00	\$7,200.00
		Data entry & reporting (8-hr days)		2.5	\$960.00	\$2,400.00
Pilot	WB	Travel/Setup (8-hr days)		1	\$960.00	\$960.00
		Drone Survey (12-hr days)		5	\$1,440.00	\$7,200.00
Direct Expenses						
				Number	<u>Rate</u>	
Lodging		Lodging	1	5	\$200.00	\$1,000.00
Per diem			2	6	\$86.00	\$1,032.00
Mileage		1 WBI truck	1	600	\$0.700	\$420.00
Generator fuel				6	\$12.60	\$75.60
Misc supplies		e.g., blade replacement				\$210.00
				Total	Estimated Budget	\$22,897.60

### Notes

<sup>\*</sup> Wildlife Biologist rate \$120 hr

<sup>\*</sup>Assumes 12-hour days (9 hr flight time, 3 hour misc time).

#### **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:

- 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.

uAVS Surve	y for Prince	eton (18 sq mi; 11,520 acres)				<u>Total</u>
Personnel Costs						
<u>Name</u>	<u>Title</u>	<u>Role</u>		<u>Days</u>	<u>Daily Rate</u>	
Pilot	WB	Travel/Setup (8-hr days)		1	\$960.00	\$960.00
		Drone mapping and recon (8-hr days)		1.5	\$960.00	\$1,440.00
		Drone Survey (12-hr days)*		5	\$1,440.00	\$7,200.00
		Data entry & reporting (8-hr days)		2.5	\$960.00	\$2,400.00
Pilot	WB	Travel/Setup (8-hr days)		1	\$960.00	\$960.00
		Drone Survey (12-hr days)		5	\$1,440.00	\$7,200.00
Direct Expenses						
				<u>Number</u>	<u>Rate</u>	
Lodging		Lodging	1	5	\$200.00	\$1,000.00
Per diem			2	6	\$86.00	\$1,032.00
Mileage		1 WBI truck	1	600	\$0.700	\$420.00
Generator fuel				6	\$12.60	\$75.60
Misc supplies		e.g., blade replacement				\$210.00
				Total	Estimated Budget	\$22,897.60

## Notes

<sup>\*</sup> Wildlife Biologist rate \$120 hr

<sup>\*</sup>Assumes 12-hour days (9 hr flight time, 3 hour misc time).



## Princeton NJ

400 Witherspoon St Princeton, NJ 08540

## Staff Report

File #: R-25-323 **Agenda Date:** 9/23/2025 Agenda #: 8.

# Resolution of the Mayor and Council of Princeton Authorizing a Rights-of-Way Use Agreement with SOF, LLC

WHEREAS, SQF, LLC, ("SQF"), a third-party infrastructure owning entity that has an agreement with Verizon to attach to their poles, is assisting with the expansion of Verizon's cellular network to meet the demands of telecommunications services and has identified locations in the Municipality of Princeton ("Municipality") on which it wishes to locate, place, attach, install, operate, control and maintain equipment in the public right-of-way on facilities owned by the Municipality and owned by third parties; and

WHEREAS, given the anticipated increase in requests for new equipment as the network is built, the Municipality wishes to establish a procedure for administrative review of applications by SQF to place new equipment, consistent with the Federal Communications Commission's regulations and rulings; and

WHEREAS, the Municipality wishes to enter into a Rights-of-Way Use Agreement with SQF that provides an administrative review process and compensation for use of facilities in the municipal right-of-way, including those owned by the Municipality; and

WHEREAS, the Rights-of-Way Use Agreement requires individual site license agreements specific to each approved location and structure, and describing the type of wireless equipment to be employed for each application that is reviewed and approved; and

WHEREAS, provided said individual site license agreements are not inconsistent with the terms and conditions of the Rights-of-Way Use Agreement, and have been reviewed and approved by the Municipal Engineer and the Municipal Attorney, the site license agreements do not need further review and approval of the governing body; and

WHEREAS, a copy of the Rights-of-Way Use Agreement and the Site License Agreement template are on file in the office of the Princeton Clerk; and

WHEREAS, the Princeton Municipal Attorney has reviewed the Rights-of-Way Use Agreement and the Site License Agreement template and approved them as to form and substance;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton on this 23<sup>rd</sup> day of September 2025 as follows:

- The preamble to this resolution is hereby incorporated as if fully restated herein. 1.
- 2. The Mayor and Clerk are hereby authorized and directed to sign the agreement entitled "Rightsof-Way Use Agreement," a copy of which is on file in the office of the Princeton Clerk, or such

**Agenda Date: 9/23/2025 Agenda #:** 8. File #: R-25-323

> substantially similar agreement as may be approved by the Princeton Attorney and Princeton Engineer.

- 3. The Mayor or Administrator and Clerk are hereby authorized and directed to sign the Site License Agreement specific to each approved location, provided it is consistent with the Rightsof-Way Use Agreement and has been reviewed and approved by the Municipal Engineer and Municipal Attorney.
- This resolution shall take effect immediately. 4.



# MUNICIPALITY & PRINCETON

Department of Infrastructure & Operations

400 Witherspoon Street Princeton, NJ 08540 (609) 921-7077 engineering@princetonnj.gov

## MEMORANDUM

To: Mayor and Council

From: James J. Purcell, P.E., Assistant Municipal Engineer

**Subject:** Rights-of-Way Agreement with SQF, LLC for Cellular Communications

Date: September 18, 2025

Attached for your review and consideration are an agreement with SQF, LLC and a resolution authorizing the Mayor and Clerk to sign the agreement. SQF, LLC is a third party provider of cellular poles and equipment and is under agreement with Verizon Wireless to assist in expanding its network to meet the demands of cellular telecommunications services. Verizon has identified additional locations in Princeton on which it wishes to attach and maintain its equipment in the public right-of-way on facilities owned by either Princeton or third parties such as SQF or other utility companies.

Verizon Wireless, doing business as Cellco Partnership, has a Rights-of-Way Agreement with the municipality and has installed several cellular facilities within the municipal right-of-way. Recently, Verizon chose to enter into an agreement with SQF to install the poles and equipment for their facilities to be hosted by SQF. This is similar to the agreement that Verizon and other carriers have with Crown Castle.

SQF, LLC is a utility under the jurisdiction of the Bureau of Public Utilities. As such, they are authorized to install facilities in the public right-of-way in accordance with BPU and Federal Communications Commission (FCC) regulations.

The agreement includes an administrative review process (codified by prior ordinance) for requests to install or attach new wireless equipment to structures and provides compensation for use of the municipal right-of-way. Administrative review streamlines the evaluation of requests from wireless providers, consistent with regulations promulgated by the FCC. Please note this agreement is similar to those already in place with Verizon Wireless, Crown Castle, and New Cingular Wireless (on behalf of AT&T) for wireless expansion.

Also included is the requirement for a site license agreement (a template is attached to the agreement) for each location that will specify the type of equipment being utilized at that site and noting any special conditions under which approval was made. The resolution authorizes the mayor or administrator to sign the individual site licenses provided they are consistent with the terms of the Rights-of-Way Agreement and have been reviewed and approved by the municipal engineer and attorney.

Verizon Wireless had applied for and received approval of an installation on Thanet Circle when Verizon notified the municipality that the pole and equipment would be installed by SQF, LLC. As such, SQF is required to enter into a rights-of-way agreement with the municipality and obtain a Site License Agreement (SLA) for the installation prior to construction. Upon approval and execution of this Rights-of-Way Agreement, the SLA for the Thanet Circle site can be executed, and installation can commence. This area of Princeton has been identified by staff as needing improved coverage, particularly with the recent addition of housing units on Thanet Circle and Terhune Road.

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

## **Municipality of Princeton**

#### RIGHTS-OF-WAY USE AGREEMENT

THIS RIGHTS-OF-WAY USE AGREEMENT (the "Use Agreement") is dated September \_\_\_\_\_\_, 2025 (the "Effective Date"), and entered into by and between the MUNICIPALITY OF PRINCETON, a New Jersey municipal corporation (the "Municipality"), having its address at 400 Witherspoon Street, Princeton, NJ 08540 and SQF, LLC ("SQF"), with offices located at 16 Middle Street, 4<sup>th</sup> Floor, Portland ME 04101.

#### **RECITALS**

- A. SQF owns, maintains, operates, and controls, in accordance with regulations promulgated by the Federal Communications Commission and the BPU, a fiber-based telecommunications Network or Networks (as defined below) serving its wireless SQF customers and utilizing microcellular optical repeated equipment (as defined below) certified by the Federal Communications Commission.
- B. For the purpose of operating the Network, SQF wishes to locate, place, attach, install, operate, control, upgrade, and maintain Equipment in the Public Way (as defined below) on facilities owned by the Municipality, as well as on facilities owned by third parties therein.

#### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

- 1. Definitions. The following definitions shall apply generally to the provisions of this Use Agreement. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Any term not defined in this section shall have the meaning ascribed to it in the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., unless the context clearly requires otherwise. In the event that a term is not defined by this Use Agreement, said term shall have its common and/or ordinary meaning.
  - 1.1. BPU. "BPU" means the New Jersey State Board of Public Utilities.
  - 1.2. Carrier. "Carrier" shall mean any firm, partnership, association, corporation, limited liability company, or any other legally recognized organization, licensed by the Federal Communications Commission to provide personal wireless services or authorized by the New Jersey Board of Public Utilities to provide telecommunications services in the State of New Jersey. For the purposes of this Use Agreement, "Carrier" shall be deemed to refer to SQF, LLC ("SQF").
  - 1.3. *Decorative Streetlight Pole*. "Decorative Streetlight Pole" shall mean any streetlight pole that incorporates artistic design elements not typically found in standard steel or aluminum streetlight poles.

- 1.4. Equipment. "Equipment" means the optical repeaters, DWDM and CWDM multiplexers, antennae, fiber optic cables, wires, and related equipment, whether referred to singularly or collectively, to be installed and operated by SQF hereunder. Examples of typical Equipment types and installation configurations are shown in the drawings and photographs attached hereto as Exhibit 1 and incorporated herein by reference. Equipment and antennae, when installed on a pole, are sometimes referred to as "Nodes". Municipal Administrative Review as set forth in §5.1 shall apply to the installation of any/all Equipment.
- 1.5. Facility or Facilities. "Facility" or "Facilities" shall mean all structures, devices, and materials, including but not limited to antennas, radios and radio cabinets, electrical wires and cables, fiber optic cables, communications and video cables and wires, poles, conduits, pads, backup power supply and other components of Personal Wireless Service Facilities, and appurtenances thereto, located in the Public Way.
- 1.6. *Fee.* "Fee" means any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the municipality lawfully imposed by any governmental body (but excluding any utility users' tax, franchise fees, communications tax, or similar tax or fee).
- 1.7. *Installation Date*. "Installation Date" shall mean the date that the first Equipment is installed by SQF pursuant to this Use Agreement.
- 1.8. *Laws*. "Laws" means any and all applicable statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the Municipality or other governmental agency having joint or several jurisdiction over the parties to this Use Agreement.
- 1.9. *Microtrenching*. The term "microtrenching" refers to the low-impact placement of fiber-optic cables in an embedded conduit within the asphalt, in a cut of approximately 1/2" wide and 1/2" deep and backfilled and restored with a specialized asphalt-mix product. Notwithstanding the use of the term "microtrenching" in this Use Agreement, the use of microtrenching is not allowed by right and is subject to the sole discretion of the Municipal Engineer as described in §3.1 below.
- 1.10. *Municipal Administrative Review*. "Municipal Administrative Review" ("MAR") shall mean the process and procedure by which Municipal officials, in accordance with this Use Agreement, review and approve installation and/or construction proposals by SQF described in §5.1 below.
- 1.11. *Municipal Facilities*. "Municipal Facilities" means Municipal-owned Streetlight Poles, Decorative Streetlight Poles, lighting fixtures, electroliers, or other Municipal-owned structures located within the Public Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used. If no Municipal Facilities are proposed for use in SQF's initial project, the Use Agreement contemplates the potential use of Municipal Facilities for future projects. MAR as set forth in §5.1 shall apply to the installation of any and all Equipment on any and all Municipal Facilities.
- 1.12. *Municipal Review*. "Municipal Review" shall mean the process and procedure by which the Municipality reviews and approves this Agreement and any amendments thereto.
- 1.13. *Municipality*. "Municipality" means the Municipality of Princeton, Mercer County, New Jersey.

- 1.14. *Network*. "Network" or collectively "Networks" means one or more of the neutral-host, protocol-agnostic, fiber-based optical repeater networks operated by SQF to serve its wireless SQF customers in the Municipality.
- 1.15. Personal Wireless Services. "Personal Wireless Services" means any technologies defined in 47 U.S.C. 332(c)(7) including commercial mobile services, unlicensed wireless services, and common SQF wireless exchange access services, provided to personal mobile communication devices through wireless Facilities or any fixed mobile wireless services provided using personal wireless Facilities.
- 1.16. Personal Wireless Service Facilities. "Personal Wireless Service Facilities" means equipment at a fixed location that enables Personal Wireless Services between user equipment and a communications network, including but not limited to: (a) equipment associated with Personal Wireless Services such as private, broadcast and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul; and (b) tower, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies and comparable equipment, regardless of technological configuration.
- 1.17. *Public Way*. "Public Way" means the public right-of-way along or adjacent to public streets, as contemplated by N.J.S.A. 48:17-11. This term shall not include county, state, or federal rights-of-way or any property owned by any person or entity other than the Municipality, except as provided by applicable Laws or pursuant to an agreement between the Municipality and any such person or entity. The final design and/or any fiber route will be subject to MAR as set forth in §5.1.
- 1.18. *Services*. "Services" means the RF transport telecommunications services provided through the Network by SQF to its wireless SQF customers pursuant to one or more tariffs filed with and regulated by the BPU.
- 1.19. *Site License Agreement*. "Site license agreement" means an agreement between the Municipality and Carrier providing the specific location and type of wireless equipment that will be installed at a site approved pursuant to §5.1 and referenced as Exhibit 2 of this Use Agreement.
- 1.20. *Streetlight Pole*. "Streetlight Pole" shall mean any standard-design concrete, fiberglass, metal, or wooden pole used for streetlighting purposes.
- 2. Term. This Use Agreement shall be effective as of the Effective Date and shall extend for a term of ten (10) years commencing on the Installation Date, unless it is earlier terminated by either party in accordance with the provisions herein. The term of this Use Agreement shall be renewed automatically for three (3) successive terms of five (5) years, each on the same terms and conditions as set forth herein, unless SQF notifies the Municipality of its intention not to renew not less than thirty (30) calendar days prior to commencement of the relevant renewal term.
- 3. Scope of Use Agreement. Any and all rights expressly granted to SQF under this Use Agreement, which shall be exercised at SQF's sole cost and expense, shall be subject to the prior and continuing right of the Municipality under applicable Laws to use any and all parts of the Public Way exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Public Way. Nothing in this Use Agreement shall be deemed to grant, convey, create, or vest in SQF a real property interest in land, including any fee, leasehold

interest, or easement. Any work performed pursuant to the rights granted under this Use Agreement shall be subject to the reasonable prior review and approval of the Municipality as set forth in §5.1.

- 3.1. Attachment to Municipal Facilities. The Municipality hereby authorizes and permits SQF to enter upon the Public Way and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, upgrade, and replace Equipment in or on Municipal Facilities for the purposes of operating the Network and providing Services, subject to MAR as set forth in §5.1. In addition, subject to the approval of PSE&G, SQF shall have the right to draw electricity for the operation of Equipment from the power source associated with each such attachment to Municipal Facilities. application for the attachment of Equipment to Municipal Facilities shall be subject to MAR as set forth in §5.1. Any trenching or excavations shall follow the standards of the Municipality's provisions located at the office of the Municipal Engineer. Additionally, while the Municipality does not agree to allow the use of microtrenching in the Municipality as a general practice, at the sole discretion of the Municipal Engineer and upon application made by SQF in writing to the Municipal Engineer, the Municipality may (but is not required to) authorize the use of microtrenching in certain locations to be mutually agreed upon between SQF and the Municipality in order to minimize the impact of the ground disturbance in some areas where existing utility poles may not be present for the placement of fiber. SQF agrees to assume all responsibility for any damage SQF caused to any areas with microtrenching and to indemnify the Municipality from any claims arising directly from SQF's microtrenching activities in the area. Notwithstanding anything to the contrary herein, attachment to Decorative Streetlight Poles shall be discretionary and subject to additional discretion (such as aesthetic review) that may not be contemplated within MAR as set forth in §5.1, and which shall nonetheless be binding on SQF.
- 3.2. Attachment to Third-Party Property. Subject to obtaining the permission of the owner(s) of the affected property, the Municipality hereby authorizes and permits SQF to enter upon the Public Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, upgrade, and replace such number of Equipment in or on poles or other structures owned by public utility companies or other property owners located within the Public Way as may be permitted by the public utility company or property owner, as the case may be. Upon request, SQF shall furnish to the Municipality documentation of such permission from the individual utility or property owner responsible. The Municipality agrees to cooperate with SQF, at no cost or expense to the Municipality, in obtaining where necessary the consents of third-party owners of property located in the Public Way. An application for the attachment of Equipment to third-party-owned poles or structures in the Public Way shall be subject to MAR as set forth in §5.1. Where third-party property is not available for attachment of Equipment, SQF may install its own utility poles in the Public Way, consistent with the requirements that the Municipality imposes on similar installations made by other utilities that use and occupy the Public Way as required by the Municipality's Code and subject to the prior review and consent of the Municipality, which will not be unreasonably withheld, conditioned, or delayed, and which shall not be the subject of a zoning or use variance.

- 3.3. No Interference. SQF, in the performance and exercise of its rights and obligations under this Use Agreement, shall not interfere in any adverse manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Use Agreement. The Municipality agrees to require the inclusion of the same or a similar prohibition on interference as that stated above in all agreements and franchises the Municipality may enter into after the Effective Date with other telecommunications providers and SQF.
- 3.4. *Public Presentation*. Upon request from the Municipality, SQF will provide a courtesy presentation/public meeting with regard to its proposed 5G/polygon deployments in the Public Way.
- 3.5. *Site License Agreement.* A site license agreement, referenced as Exhibit 2 herein, shall be prepared for each approved site and signed prior to installation of Equipment.
- 3.6. *Compliance with Laws*. SQF shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Use Agreement.
- 4. Fees; Compensation. SQF shall be solely responsible for the payment of all lawful fees in connection with SQF's performance under this Use Agreement, including those set forth below.
  - 4.1. Administrative Waiver Application Fees. SQF shall pay an administrative fee and escrow fees required by Municipal Ordinance for any and all applications submitted under §5.1.
  - 4.2. *Electricity Charges*. SQF shall be responsible for the payment of all electrical utility charges to the applicable utility company based upon the Equipment's usage of electricity and any applicable tariffs.
  - 4.3. *Use of Facilities in the Public Way*. In order to compensate the Municipality for SQF's entry and deployment of facilities within the Public Way, SQF shall pay to the Municipality an annual fee in the amount of Two Hundred Seventy Dollars (\$270.00), the "Right-of-Way Fee", for the use of each pole in the Public Way upon which SQF has installed or attached Equipment pursuant to this Use Agreement. The Right-of-Way Fee shall be payable within thirty (30) days of the Installation Date and on each anniversary thereafter. The Right-of-Way Fee shall be payable for the period commencing with the Installation Date and ending on the date of termination of this Agreement. Within forty-five (45) days after the termination of this Use Agreement, the Right-of-Way Fee shall be paid for the period elapsing since the end of the last calendar year for which the Right-of-Way Fee has been paid.
- 5. Construction. SQF shall comply with all applicable Laws and Municipal technical specifications and requirements and all applicable State and local codes related to the construction, installation, operation, maintenance, and control of SQF's Equipment installed in the Public Way and on Municipal Facilities in the Municipality. SQF shall not attach, install, maintain, or operate any Equipment in or on the Public Way and/or on Municipal Facilities without the prior written approval of the Municipality for each location.

- 5.1. Obtaining Required Permits. This Use Agreement is a framework agreement but does not grant specific authorization for any installation until the MAR has been completed and a permit issued as outlined in this section §5.1, as follows:
  - 5.1.1. *Type I Process*. The "Type I Process" for Municipal Administrative Review shall apply to requests for attachments to third-party utility infrastructure made pursuant to §3.2 above. For applications made under the Type I Process, SQF will submit an application and fees to the Municipal Planning Department for an administrative waiver in accordance with §17A-174A of the former Borough of Princeton Code for infrastructure on property in the boundaries of the former Borough of Princeton, and in accordance with §10B-206.1 for infrastructure on property in the boundaries of the former Township of Princeton, or the current Municipal Code of record at the time of the application. To the greatest extent practicable, SQF will include all of its proposed sites throughout the Municipality in the waiver application.
  - 5.1.2. *Type II Process*. The Type II Process for Municipal Administrative Review will apply to attachments made to Municipal Facilities consistent with §3.1 above. Type II requests will also be submitted to the Municipal Planning Department using the administrative waiver process described in §5.1.1 above, including all proposed attachments to Municipal Facilities. For attachments made to Municipal Facilities, the Municipal Engineer may exercise additional discretion regarding aesthetic and other concerns.
  - 5.1.3. Facilities in the Historic District. A waiver application for placement of any facility in the historic district(s) of the Municipality shall be subject to the review and approval of the Historic Preservation Committee, which review shall be part of the administrative waiver process described in §5.1.1 and §5.1.2 above.
- 5.2. Location of Equipment. The proposed locations of SQF's planned installation of Equipment will be submitted and reviewed in accordance with §5.1 above prior to construction. Upon completion of installation, SQF shall promptly furnish to the Municipality as-built drawings. All future placements and installations shall fully comply with MAR as set forth in §1.10 above.
- 5.3. Relocation and Displacement of Equipment. SQF understands and acknowledges that the Municipality may require SQF to relocate one or more of its Equipment installations. SQF shall, at the Municipality's direction in writing, relocate such Equipment at SQF's sole cost and expense whenever the Municipality reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a Municipal project; (b) because the Equipment is interfering with or adversely affecting proper operation of municipal-owned light poles, traffic signals, or other Municipal Facilities, provided that SQF shall first have the reasonable opportunity to cure such interference, which period shall not be less than thirty (30) days except in case of emergency or imminent danger to life or property; or (c) to protect or preserve the public health or safety. In any such case, the Municipality shall use its best efforts to afford SQF a reasonably equivalent alternate location. If SQF shall fail to relocate or remove any Equipment as requested by the Municipality within a reasonable time under the circumstances in accordance with the foregoing provision, which period shall not

- be less than thirty (30) days, the Municipality shall be entitled to relocate the Equipment at SQF's sole cost and expense, without further notice to SQF. To the extent the Municipality has actual knowledge thereof, the Municipality will attempt promptly to inform SQF of the displacement or removal of any pole on which any Equipment is located.
- 5.4. *Relocations at SQF's Request*. In the event SQF desires to relocate any Equipment from one Municipal Facility to another, SQF shall so advise the Municipality in writing. The Municipality shall use its best efforts to accommodate SQF by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Use Agreement.
- 5.5. Damage to Public Way. Whenever the removal or relocation of Equipment is required or permitted under this Use Agreement, and such removal or relocation shall cause the Public Way to be damaged, SQF, at its sole cost and expense, shall promptly repair and return the Public Way in which the Equipment is located to a safe and satisfactory condition in accordance with applicable Laws, normal wear and tear excepted. If SQF does not repair the site as described, then the Municipality shall have the option, upon fifteen (15) days prior written notice to SQF, to perform or cause to be performed such reasonable and necessary work on behalf of SQF and to charge SQF for the actually incurred costs incurred by the Municipality at the Municipality's standard rates. Upon receipt of a demand for payment by the Municipality, SQF shall promptly reimburse the Municipality for such actually incurred costs.
- 5.6. Abandonment. Any Equipment installed by SQF that is not operated or maintained for a continuous period of twelve (12) months shall be considered abandoned. SQF shall remove, at SQF's sole cost and expense any and all abandoned Equipment within ninety (90) days after notice from the Municipality. If the Equipment specified above is not removed within ninety (90) days after notice from the Municipality, the Municipality may remove such at SQF's sole cost and expense without further notice to SOF.
- 5.7. Bond for Maintenance and/or Abandonment. A bond in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per attachment to a Municipal Facility shall be required to be posted by SQF upon completion of construction for the attachments listed on Exhibit 2, as amended from time to time, attached hereto and made a part hereof. The Municipality may use monies from the bond to cover expenses incurred in connection with maintenance or abandonment of Equipment and SQF's failure to respond to the Municipality's request for repairs or removal, as outlined in §5.6 and §5.7 above.
- 6. Indemnification and Waiver. SQF agrees to indemnify, defend, protect, and hold harmless the Municipality, its council members, officers, and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses to the extent actually incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from SQF's activities undertaken pursuant to this Use Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the Municipality, its council members, officers, employees, agents, or contractors.

- 6.1. Waiver of Claims. SQF waives any and all claims, demands, causes of action, and rights it may assert against the Municipality on account of any loss, damage, injury to any Equipment or any loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the Municipality.
- 6.2.Limitation of Municipality's Liability. The Municipality shall be liable only for the cost of repair to damaged Equipment arising from the negligence or willful misconduct of the Municipality, its employees, agents, or contractors and shall in no event be liable for indirect or consequential damages.
- 7. Insurance. SQF shall obtain and maintain at all times during the term of this Use Agreement Commercial General Liability insurance, in an amount of \$3,000,000 per occurrence and \$4,000,000 general aggregate, which provides coverage for bodily injury, death, and damage or destruction of property of others, including loss of use thereof, and including products and completed operations. The Commercial General Liability insurance policy shall include the Municipality, its council members, officers, and employees as additional insureds as respects any covered liability arising out of SQF's performance of work under this Use Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. SQF will provide at least 30 days written notice to Municipality, of cancellation or non-renewal of any required coverage that is not replaced. The required limits may be met by any combination of primary and excess or umbrella insurance
  - 7.1. Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Use Agreement, SQF shall file with the Municipality the required original certificate(s) of insurance with endorsements, which shall state the following:
    - (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amount;
    - (b) that the Municipality shall receive thirty (30) days prior notice of cancellation;
    - (c) that SQF's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the Municipality may possess, including any self-insured retentions the Municipality may have; and any other insurance the Municipality does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
    - (d) that SQF's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the Municipality.
    - The certificate(s) of insurance with endorsements and notices shall be mailed to the Municipality at the address specified in §8 below.
  - 7.2. Workers' Compensation Insurance. SQF shall obtain and maintain at all times during the term of this Use Agreement statutory workers' compensation and employer's liability insurance in an amount of One Million Dollars (\$1,000,000) per accident/per disease, per employee/per disease, policy limit and shall furnish the Municipality with a certificate showing proof of such required coverage prior to the commencement of any work pursuant to this Use Agreement.
  - 7.3. *Insurer Criteria*. Any insurance provider of SQF shall be eligible to do business in the State of New Jersey and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A-" Overall and a Financial Size Category of "VII"

- Insurance. Policies and certificates issued by non-eligible insurance companies are not acceptable.
- 7.4. *Severability of Interest*. Any deductibles or self-insured retentions must be stated on the certificate(s) of insurance, which shall be sent to and approved by the Municipality. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability policies.
- 7.5. Notwithstanding the foregoing, SQF may self-insure the required insurance under the same terms and condition as outlined above, provided SQF is approved by the New Jersey Department of Banking and Insurance to self-insure.
- 8. Notices. All notices which shall or may be given pursuant to this Use Agreement shall be in writing and transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile or email transmission (provided such notices do not relate to breaches or defaults), if a hard copy of the same is followed by delivery through the United State mail or by overnight delivery service as just described, addressed as follows:

if to the Municipality

Municipality of Princeton Attn: Mayor 400 Witherspoon Street Princeton, NJ 08540 Municipality of Princeton Attn: Municipal Engineer 400 Witherspoon Street Princeton, NJ 08540 Municipality of Princeton Attn: Planning Director 400 Witherspoon Street Princeton, NJ 08540

if to SQF

SQF, LLC ATTN: Legal 16 Middle Street, 4<sup>th</sup> Floor Portland, ME 04101

- 8.1. Date of Notices; Changing Notice Address. Notices shall be deemed given upon confirmation of receipt in the case of email or facsimile (provided such notices do not relate to breaches or defaults), the next business day in the case of overnight delivery, and three (3) days after deposit in the mail, if by registered or certified mail, postage prepaid. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.
- 9. Termination. This Use Agreement may be terminated by either party upon forty-five (45) days prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forth-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be twenty (20) days from receipt of notice. Except as expressly provided herein, the rights granted under this Use Agreement are irrevocable during the term.

- 10. Assignment. This Use Agreement shall not be assigned by SQF without the express written consent of the Municipality, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of SQF to a parent, subsidiary, or other affiliate of SQF or to any successor in interest or entity acquiring fiftyone percent (51%) or more of SQF 's stock and assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Use Agreement and therefore shall not require the consent of the Municipality, provided that SQF reasonably demonstrates to the Municipality's lawfully empowered designee the following criteria (collectively the "Exempted Transfer Criteria"): (i) such transferee will have a financial strength after the proposed transfer at least equal to that of SQF immediately prior to the transfer; (ii) any such transferee assumes all of SQF's obligations hereunder; and (iii) the experience and technical qualifications of the proposed transferee, either alone or together with SQF's management team, in the provision of telecommunications or similar services, evidences an ability to operate the SQF Network. SQF shall give at least thirty (30) days prior written notice (the "Exempted Transfer Notice") to the Municipality of any such proposed Exempted Transfer and shall set forth with specificity in such Exempted Transfer Notice the reasons why SQF believes the Exempted Transfer Criteria have been satisfied. The Municipal Council shall have a period of thirty (30) days (the "Exempted Transfer Evaluation Period") from the date that SQF gives the Municipality its Exempted Transfer Notice to object in writing to the adequacy of the evidence contained therein. Notwithstanding the foregoing, the Exempted Transfer Evaluation Period shall not be deemed to have commenced until the Municipality has received from SQF any and all additional information the Municipality may reasonably require in connection with its evaluation of the Exempted Transfer Criteria as set forth in the Exempted Transfer Notice, so long as the Municipality gives SQF notice in writing of the additional information the Municipality requires within fifteen (15) days after the Municipality's receipt of the original Exempted Transfer Notice. If the Municipal Council fails to act upon SQF's Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the foregoing provisions), such failure shall be deemed an affirmation by the Municipal Council that SQF has in fact established compliance with the Exempted Transfer Criteria to the Municipality's satisfaction.
- 11. Miscellaneous Provisions. The provisions which follow shall apply generally to the obligations of the parties under this Use Agreement.
  - 11.1. Non-exclusive Use. SQF understands that this Use Agreement does not provide SQF with exclusive use of the Public Way or any Municipal Facility and that the Municipality shall have the right to permit other providers of communications services to install equipment or devices in the Public Way and on Municipal Facilities, subject to the rights granted to SQF hereunder. The Municipality agrees to advise other providers of communications services of the presence or planned deployment of the Equipment in the Public Way and/or on Municipal Facilities.
  - 11.2. *Site license agreements*. A site license agreement that identifies the specific site and specifies the equipment being utilized thereon shall be required for each site.
  - 11.3. Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Use Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Use Agreement.

- 11.4. Severability of Provisions. If one or more of the provisions of this Use Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Use Agreement. Each party hereby declares that it would have entered into this Use Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.
- 11.5. Contacting SQF. SQF shall be available to the staff employees of any Municipal department having jurisdiction over SQF's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The Municipality may contact by telephone the network control center operator at telephone number regarding such problems or complaints.
- 11.6. Governing Law; Jurisdiction. This Use Agreement shall be governed and construed by and in accordance with the laws of the State of New Jersey, without reference to its conflicts of law principles. If suit is brought by a party to this Use Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of New Jersey or in the United States District Court serving New Jersey. The parties agree to renegotiate if any future changes to legislation or regulation affects the rights or obligations of the parties.
- 11.7. *Consent Criteria*. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Use Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.
- 11.8. Representations and Warranties. Each of the parties to this Use Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in §3.2 above.
- 11.9. Amendment of the Use Agreement. This Use Agreement may not be amended except pursuant to a written instrument signed by both parties as per Municipal Review set forth in §1.12 above.
- 11.10. *Entire Agreement*. This Use Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understanding (whether oral or written) between or among the parties relating to the subject matter of this Use Agreement which are not fully expressed herein.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Use Agreement, the duly authorized representatives of the parties have executed this Use Agreement as of the Effective Date.

Municipality: MUNICIPALITY OF PRINCETON, a New Jersey municipal corporation

Dawn Mount, Clerk	Mark Freda, Mayor	
Date:	<u> </u>	
SQF: SQF, LLC		
Heather Carlisle, Witness	Joshua Broder, President & CEO	
Date:	<u> </u>	
I HEREBY APPROVE the form and legal	lity of the foregoing Use Agreement this day	of
Trishka W. Cecil, Esq., Municipal A	 Attorney	

# **EXHIBIT 1** – Sample Equipment Types

#### **EXHIBIT 2** – Template Site License Agreement

Specific equipment configurations and locations to be supplied with site location agreements.

# SITE LICENSE AGREEMENT [Address of Location]

This Site License Agreement is made this	day of	,	2025,	by	and
between the MUNICIPALITY OF PRINCETON	("Licensor") and SQF, L	LC (	"License	ee").	

- 1. <u>Rights of Way Use Agreement</u>. As referenced in Exhibit 2 of a certain Rights of Way Use Agreement between Licensor and Licensee dated , 2025 ("<u>Agreement</u>"), Licensee has submitted a Site License Application pursuant to the Agreement, and Licensor has reviewed the application and grants approval subject to the terms of this Site License Agreement. All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction or inconsistency between the terms of the Agreement and this Site License Agreement, the terms of this Site License Agreement shall govern. Capitalized terms used in this Site License Agreement shall have the same meaning ascribed to them in the Agreement unless otherwise indicated herein.
- 2. <u>Project Description and Locations</u>. Licensee shall have the right to install and attach Wireless Installations on, under, and above the public right of way owned or controlled by Licensor, on, in and adjacent to the specific Structure and Infrastructure as identified and described in Exhibit 1 attached hereto (collectively the "<u>Licensed Site</u>").
- 3. <u>Term.</u> The Site License Term of this Site License Agreement shall be as set forth in Section 2 of the Agreement.
- 4. <u>Fee</u>. The Fee shall be in the amount and otherwise payable in accordance with the Agreement as set forth in Section 4 of the Agreement.
- 5. Special Provisions, If Any (Specific to the Licensed Site).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

LICENSOR:	MUNICIPALITY OF PRINCETON
	By: Print Name: Title:
Date:	
LICENSEE:	SQF, LLC
	By: Print Name:
	Title:
Date:	Title.

**EXHIBITS:** Licensed Site, Wireless Installation Equipment List and Plans

#### **EXHIBIT 1 TO SITE LICENSE AGREEMENT**

## Licensed Site, Wireless Installation Equipment List and Plans

Licensee Wireless Installation Reference:

FA / USID:

Site Name:

PTN / PACE:

Structure pole number:

Structure Latitude and Longitude (Approximate):
Wireless Installation Equipment List: Please see attached construction drawings referenced below



400 Witherspoon St Princeton, NJ 08540

## Staff Report

File #: R-25-324 **Agenda Date:** 9/23/2025 Agenda #: 1.

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

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

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

Page 1/6

Meeting Date: 09/23/2025 For bills from 09/09/2025 to 09/18/2025

Vendor		Descr	iption	Payment	Check Total
0.000		45001	0005	5 550 00	
2630 - APRUZZESE, MCDERMOTT, MASTRO 4936 - ASPHALT PAVING SYSTEMS, INC.		45381	2025 LABOR COUNSEL - DO NOT INCREASE ABO RESOLUTION # 2024-127 & 2025-64	5,750.00 62,707.27	5,750.00 62,707.27
849 - ASSOC MUNICIPAL ASSESSORS		46208		80.00	80.00
57 - AT&T		47318	Telephone - Acct 030 519 3823 001 - Bill	28.08	28.08
5222 - AURORA ENVIRONMENTAL, INC.	PO	47103		20,990.00	20,990.00
58 - AUTOMATIC COMMUNICATIONS	PO	45368	BLANKET/BUILDINGS AND GROUNDS ALARM SYST	225.00	225.00
4048 - B & T TOOLS, INC.	PO	45298	BLANKET TOOLSGARAGE SUPPLIES TV	694.25	694.25
2642 - BEANS, FRED PARTS, INC	PO	45239	BLANKET PARTS TV	108.28	108.2
1997 - BELLE MEAD CO-OP	PO	45743	BLANKET/SUPPLIES	753.86	753.80
646 - BEN SHAFFER RECREATION INC.	PO	45746	BLANKET/PARTS/SUPPLIES	1,071.39	1,071.3
5250 - BERNIE & JEANNE ADLER		47320		1,104.00	1,104.0
3315 - BOWMAN CONSULTING GROUP, LTD.		45271	RESOLUTION 25-33: DESIGN SERVICES FOR TH	58,208.97	58,208.9
463 - BRITTON INDUSTRIES, INC.		45375	,	1,504.11	1,504.1
1590 - CALIBRE PRESS 2685 - CHERRY VALLEY TRACTOR SALES INC.		47147		438.00 471.34	438.0
2005 - CHERRI VALUEI TRACTOR SALES INC.		46629		27,418.24	27,889.5
5039 - CLARKE MOYNIHAN LANDSCAPING AND CONSTRUC				5,732.20	5,732.2
1732 - COMCAST BUSINESS		47333		6,530.06	6,530.0
263 - COMCAST CORPORATION		47310	Comcast - Acct. 8499 05 311 0023884 Serv	85.43	85.4
263 - COMCAST CORPORATION	PO	47345	Comcast - Acct. 8499 05 311 0085701 Serv	142.80	142.8
263 - COMCAST CORPORATION	PO	47380	Comcast - Acct. 8499 05 311 0021672 - Se	167.12	167.1
1872 - CONTES BAR/PIZZA	PO	45609	2025 BLANKET EXPENSE	130.00	130.0
4663 - CORPORATE BILLING	PO	45232	BLANKET PARTS/SERVICE TV	5,311.16	5,311.1
4604 - COSTELLO'S ACE HARDWARE	PO	45415	BLANKET/SPRING STREET GARAGE METERS SUPP	56.96	
		45417		12.99	
		45420	BLANKET/BUILDINGS AND GROUNDS HARDWARE A	48.96	
		45422		71.98	
		45532		478.88	
		45549	BLANKET/SUPPLIES 2025 BLANKET	193.38 96.92	960.0
117 - CRESTON HYDRAULICS INC.		45237		509.29	509.2
1849 - CUSTOM BANDAG, INC.		45250	BLANKET TIRES TV	1,146.00	1,146.0
1453 - DANIEL DOBROMILSKY & ASSOCIATES			PROFESSIONAL LANDSCAPE ARCHITECTURAL SER	312.50	312.5
4812 - DATA CENTER WAREHOUSE LLC	PO	47297	INV-002259	160.00	160.0
4292 - DOMINICK ITZI	PO	47304	C3 LICENSE RENEWAL	51.65	51.6
3835 - EASTERN WAREHOUSE DISTRIBUTORS	PO	45233	BLANKET PARTS/OILS TV	826.88	826.8
1620 - ELIZABETH KIM SCHULMAN	PO	47163	REIMBURSEMENT OF MEMBERSHIP RENEWAL FOR	500.00	500.0
4333 - ENTERPRISE FM TRUST	PO	45561	RESOLUTION 21-67 - YEAR 4 OF 5	1,992.65	
			RESOLUTION 21-67 - YEAR 4 OF 5	3,246.28	-
4021 - ENVIRONMENTAL SYSTEM RESEARCH INS., INC.				5,698.00	
1858 - FEDERICO, DANIEL			FOOD FOR REDDING CIRCLE BLOCK PARTY - CO	379.69	
1788 - FIUMENERO, MILDRED			Retiree 3rd Qtr 2025 Medicare BLANKET PARTS/OILS TV	2,090.26	-
1786 - FLEET PRIDE 3189 - FLEXFACTS.COM			Blanket 2025	114.99 76.00	
4433 - FOVEONICS DOCUMENT SOLUTIONS			RESO 25-139 DOCUMENT MANAGEMENT SERVICES	38,499.76	
			RESOLUTION 25-237 CONSTRUCTION ADMINISTR	3,225.00	
158 - GALLS LLC			UNIFORMS	5,526.12	
2383 - GARDEN STATE APPRAISERS &			RESIDENTIAL APPRAISAL SERVICES FOR TAX A	2,300.00	
5252 - GENERAL DYNAMICS INFORMATION TECHNOLOGY	, PO	47323	ESCROW REFUND 17-290-20-024-559	425.44	425.4
170 - GRAINGER	PO	45471	BLANKET/BUILDINGS AND GROUNDS	677.93	677.9
4370 - GREEN HOLLY LANDSCAPING	PO	45711	BLANKET/CONTRACTED SERVICES	1,985.00	1,985.0
1371 - GREENBAUM, ROWE, SMITH, DAVIS	PO	46277	RESO 25-114 & 25-202 LEGAL SVCS REDEVELO	19,487.73	19,487.7
880 - HARRAH'S RESORT AC	PO	47135	2025 League of Municipalities Room Reser	540.00	
			2025 League of Municipalities Room Reser	270.00	810.0
185 - HERMITAGE PRESS INC.			2025 BLANKET - PRINTING	423.00	423.0
2228 - HOFFMAN SERVICES INC.			BLANKET SERVICE TV	4,775.00	
191 - HOME DEPOT/GECF			BLANKET/BUILDINGS AND GROUNDS SUPPLIES A	51.41	
1930 - HUGHES, JEFF			C2 LICENSE RENEWAL	51.65	
4761 - IAN HENDERSON 3960 - INDUSTRIAL WELDING SUPPLY, INC.			APA Membership 2025 BLANKET WELDING SUPPLY TV	627.00 167.40	627.00 167.40
2690 - INTERSTATE BATTERY OF PRINCETON			BLANKET WELDING SUPPLY IV  BLANKET BATTERIES TV	615.80	61 - 01
TATELLE DATE OF FAIRCEION	10	15250		013.00	ຶ 19 <sup>,</sup>

Meeting Date: 09/23/2025 For bills from 09/09/2025 to 09/18/2025

Vendor	I	Descri	ption	Payment	Check Total
207 - J & J STAFFING RESOURCES	PO 4	17179	Staffing	2,887.50	
		17196	J. GONZALEZ W/E 05/18/25	627.75	
		17249	PETERS, JOHANNA INV# 45673 08/17/25	1,860.00	5,375.25
204 - <b>JEFCO</b>	PO 4	16060	BLANKET/DPW SAFETY SUPPLIES	2,402.40	2,402.40
1649 - JERSEY ELEVATOR, LLC	PO 4	15503	BLANKET/BUILDINGS AND GROUNDS MAINTENANC	1,300.09	1,300.09
3291 - JERSEY SHORE SAFETY CONSULTANTS, LL	PO 4	17100	IAED ETC COURSE - IAED EMERGENCY TELECOM	1,800.00	1,800.00
3621 - JET VAC EQUIIPMENT, LLC	PO 4	15505	BLANKET/SEWER EQUIPMENT AND MACHINERY PA	717.39	717.39
5255 - JINFU XU & WU YINGXIA	PO 4	17329	REIMBURSEMENT FOR SHARED USE PATH EASEME	1,230.00	1,230.00
5232 - <b>JOHANNA PETERS</b>	PO 4	17361	NJ State background check -212A	20.00	20.00
5212 - JOHN LAKE JR.	PO 4	17070	Background Check Reimbursement	20.00	20.00
2653 - JOSEPH MATTICOLI	PO 4	17302	ELECTRICAL LICENSE RENEWAL	182.00	182.00
4179 - JUSTIN LESKO	PO 4	17376	Lesko APA Membership 2025	815.00	815.00
988 - K C SERVICE		15314	BLANKET PARTS TV	169.00	169.00
5211 - KERRY BRUNO		17073	Background Check Reimbursement	20.00	20.00
1610 - KUCKER-HANEY PAINT CO.		15576	BLANKET/SUPPLIES/MATERIALS	1,614.81	1,614.81
4629 - KULAK ARMS AND OUTFITTERS LLC		15856	UNIFORMS	7,313.55	7,313.55
2903 - KYOCERA DOCUMENT SOLUTIONS		45413	2025 Blanket - Kyocera Document Solution	5,494.57	5,494.57
227 - LANGUAGE LINE SERVICES		15833	LANGUAGE LINES	298.82	3,131.37
22. HANGONGE HINE DERVICED		±5033 45839	BLANKET / INTERPRETING SERVICES	549.10	847.92
4672 - LOBIANCO, VERA		15274	RESOLUTION 25-37: SUPPLEMENTAL NURSING S	4,150.00	4,150.00
4588 - M & E ENGINEERS, INC.		14981	CONSTRUCTION ADMINISTRATION FOR HVAC IMP	6,238.00	4,130.00
1300 - M & E ENGINEERS, INC.		16778	WCC HEATING ASSESSMENT	5,500.00	11,738.00
379 - MAGIC TOUCH CONSTRUCTION CO IN		15698	BLANKET/PLUMBING SERVICES SEWER 298 RIVE	1,308.50	1,308.50
1570 - MAJESTIC OIL COMPANY		45551		8,840.77	8,840.77
		14853	BLANKET/FUEL LEGAL SERVICES - PCRD LITIGATION/RESO 25	10,344.80	
4807 - MARAZITI FALCON, LLP 4395 - MARTINEZ-BALBUENA, LUIS		44033 47281	2025 MEDICAL REIMBURSEMENT - COMPLETE	450.00	10,344.80 450.00
					450.00
1100 - MASON, GRIFFIN & PIERSON		45268	RESOLUTION 25-26: MUNICIPAL ATTORNEY	4,754.50	22 000 10
1555		45268	RESOLUTION 25-26: MUNICIPAL ATTORNEY	28,054.69	32,809.19
1555 - MAYFLOWER CLEANERS LLC		16137	DRY CLEANING/LAUNDRY	453.75	453.75
1553 - MCCAFFREYS MARKET		45608	PRINCETON HUMAN SERVICES EXPENSES 2025	85.92	85.92
286 - MCCD&CA ASSOCIATION		17293	Mercer County Court Directors and Court	100.00	100.00
4145 - MCKESSON MEDICAL-SURGICAL INC.		47109	BLANKET	2,158.66	2,158.66
265 - MCMANIMON SCOTLAND BAUMANN		17372	Bond Counsel Professional Services Rende	600.00	600.00
266 - MCMASTER-CARR		15679	BLANKET/PARTS/MATERIALS	188.37	188.37
282 - MERCER COUNTY IMPROV AUTHORITY		15548	BLANKET/SEWER RECYCLING CREDIT	4,099.64	4,099.64
282 - MERCER COUNTY IMPROV AUTHORITY		15552	BLANKET/TRASH TONNAGE	55,798.63	55,798.63
5251 - MHMJ, LLC	PO 4	17322	ESCROW REFUND 17-290-20-024-508	464.28	464.28
5254 - MICHAEL LEMONICK & EILEEN HOHMUTH-LEMONI				1,050.00	1,050.00
4260 - MULLER & BAILLIE, P.C.			BLANKET LEGAL SERVICES	935.00	
			BLANKET LEGAL	825.00	
	PO 4	13177	BLANKET LEGAL CHARGES - 21 WIGGINS LLC -	165.00	
	PO 4	13234	BLANKET LEGAL	880.00	
			LEGAL SERVICES BLANKET	55.00	
			BLANKET LEGAL	165.00	
	PO 4	15564	GENERAL LEGAL SERVICES TO THE PLANNING B	1,122.00	
	PO 4	16620	PCRD LITIGATION 5/15/2025 - 5/14/2026	44.00	
	PO 4	16899	BLANKET LEGAL	55.00	
	PO 4	47016	BLANKET LEGAL REVIEW	275.00	4,521.00
1489 - NAPA AUTO PARTS	PO 4	15240	BLANKET PARTS	59.88	59.88
5233 - NATHAN FOOTE	PO 4	17359	NJ State background check -212A	20.00	20.00
1033 - NEW JERSEY AMERICAN WATER	PO 4	17351	FARMVIEW ACCT: 1018-210019685738	2,130.48	2,130.48
7 - NORCIA CORPORATION	PO 4	15307	BLANKET SERVICE/PARTS TV	339.25	339.25
3052 - OMAR AND JUSTINS INCORPORATED	PO 4	17160	EMERGENCY TREE REMOVAL - BOUDINOT STREET	3,600.00	3,600.00
474 - ONE CALL CONCEPTS, INC.	PO 4	15560	BLANKET/SEWER MARK OUTS	737.60	737.60
5125 - ONE WATER CONSULTING LLC	PO 4	16029	LINDEN LANE & SPRUCE ST SANITARY SEWER L	147.50	
	PO 4	46156	RESOLUTION 25-94 STONY BROOK WATERSHED M	5,083.42	
	PO 4	16209	SEWER CONNECTION FEE AND ANNUAL SEWER SE	590.00	
	PO 4	16516	INFLOW & INFILTRATION REDUCTION PLAN	3,156.25	8,977.17
1635 - PA MUNICIPAL, INC.	PO 4	15652	BLANKET/DPW MATERIALS	886.54	
	PO 4	15653	BLANKET/DPW ROAD SIGNS	5,430.00	6,316.54
591 - PACKET MEDIA, LLC	PO 4	13424	2024 Advertising & Notices	379.74	
	PO 4	16002	BLANKET ADVERTISING	50.35	4.70 00
					192

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Meeting Date: 09/23/2025 For bills from 09/09/2025 to 09/18/2025

Vendor	Descri	ption	Payment	Check Total
3718 - PASSPORT LABS, INC.	PO 45878	BLANKET/SPRING STREET GARAGE MOBILE PARK	10,432.20	10,432.20
4717 - PAULUS, SOKOLOWSKI & SARTOR LLC	PO 44418	RESO 24-238 & 25-143	21,504.49	21,504.49
370 - PCH DEVELOPMENT CORPORATION	PO 45266	RESOLUTION 25-23: ADMINISTRATIVE AGENT S	3,883.33	3,883.33
1921 - PENN MEDICINE CORP PAY	PO 45445	Blanket 2025	2,780.00	2,780.00
3904 - PENNINGTON SEWING & VACUUM LLC	PO 45612	BLANKET/SSG JANITORIAL	539.92	539.92
1390 - PESMC - C/O MEGAN ORTIZ	PO 47303	PESMC CHAPTER MEETING SEPTEMBER 10TH 20	110.00	110.00
4259 - PINELANDS NURSERY, INC.	PO 45613	BLANKET/OPEN SPACE NURSERY SUPPLIES	577.50	577.50
808 - POLAR INC.	PO 45616	BLANKET/SSG WATER	34.95	
	PO 45617	BLANKET/SEWER WATER SERVICE	27.45	
	PO 45618	BLANKET/FIRE FACILITIES WATER SERVICE	154.95	217.35
3393 - POLICE AND SHERIFFS PRESS	PO 45832	ID's	40.00	40.00
1358 - POTTS, WILLIAM R	PO 47311	Retiree - Medicare - 4th Qtr 2025	4,625.25	4,625.25
830 - PRINCETON	PO 47246	BL-1504 LT-3 Q0013 REFUND OF 2025 TAX OV	17.31	17.31
1348 - PRINCETON HYDRO, LLC	PO 42106	(Contract #1: Reso 23-313 + 24-85) (Cont	488.25	
	PO 43978	ENVIRONMENTAL CONSULTING IN CONNECTION W	1,776.25	2,264.50
592 - PRINCETON PUBLIC LIBRARY	PO 47336	Data Center Warehouse PO 25486	59,213.91	59,213.91
1277 - PRINCETON SUPPLY CORPORATION	PO 45622	BLANKET/DPW JANITORIAL SUPPLIES	774.50	
	PO 45624	BLANKET/BUILDINGS AND GROUNDS JANITORIAL	477.00	1,251.50
597 - PRINCETON THEOLOGICAL SEMINARY	PO 47321	ESCROW REFUND 17-290-20-022-213	812.39	812.39
596 - PRINCETON UNIVERSITY	PO 47325	RELEASE OF INSPECTION FEES FOR PRINCETON	56,790.67	56,790.67
445 - PSE&G CO - SUMMARY ACCOUNT	PO 47358	WESTMINSTER - Electric and Gas - Bill Da	2,618.28	2,618.28
778 - RECREATION TRUST	PO 47313	Reimburse Recreation Trust for Seasonal	54,376.00	54,376.00
4086 - REMINGTON & VERNICK ENGINEERS, INC	PO 45758	GIS PARCEL MAINTENANCE FOR TAX YEAR 2023	50.00	
	PO 46596	RESOLUTION 2025-181 MS4 GIS MAPPING & GP	790.00	840.00
3024 - RIDER UNIVERSITY	PO 47373	BL-7301 LT-1 REFUND PORTION OF 2ND QTR 2	4,924.48	4,924.48
1204 - RIGGINS INC.	PO 45626	BLANKET/FUEL	2,556.03	2,556.03
623 - RND CONSULTING	PO 45265	RESOLUTION 25-21: INFORMATION TECHNOLOGY	6,146.25	6,146.25
1302 - ROBERTS, JACK	PO 47300	3rd Qtr - Medicare Retiree	3,280.80	3,280.80
2026 - ROGER SHATZKIN	PO 47175	REIMBURSEMENT FOR COURSE FOR PRESERVATIO	85.00	85.00
639 - S.A.V.E.	PO 45572	ANIMAL BOARDING SERVICES 1/1/25 - 12/31/	1,400.00	1,400.00
4789 - SAM NELSON	PO 47253	PYP MEAL ACCESS REIMBURSEMENT - Walgreen	124.94	124.94
805 - SAVATREE	PO 45627	BLANKET/PLANT HEALTH CARE SERVICES	2,008.00	2,008.00
2965 - SERVICE TIRE TRUCK CENTER, INC	PO 45253	BLANKET TIRES/ ROAD SERVICE TV	646.00	646.00
5099 - SHAH & RUBENSTEIN, LLC	PO 45794	RESOLUTION 25-48: 2025 TAX APPEAL COUNSE	7,680.69	7,680.69
648 - SHERWIN-WILLIAMS	PO 45606	BLANKET/SUPPLIES/MATERIALS	2,100.00	
	PO 45630	BLANKET/BUILDINGS AND GROUNDS PAINT AND	211.90	2,311.90
355 - STATE OF NJ DIV OF EMPLOYER ACCT	PO 47369	Quarter Ending 03/31/25 EIN: 0-300-746-	541.97	541.97
5253 - STEVEN BUYSKE	PO 47326	REIMBURSEMENT FOR SHARED USE PATH EASEME	4,190.00	4,190.00
1216 - STORM WATER MANAGEMENT CONSULTING,	PO 47153	PRINCETON UNIVERSITY - QUANTUM PHASE 1 -	1,150.00	
	PO 47352	STORMWATER REVIEW	5,175.00	6,325.00
5105 - STOUTS CHARTER SERVICE	PO 47269	TRANSPORTATION TO LMTI 2025	1,944.40	1,944.40
3741 - TAYLOR SAPUDAR	PO 47282	ARBORISTS CERTIFICATION STUDY GUIDE 4TH	144.30	144.30
4727 - TERHUNE DEVELOPMENT URBAN RENEWAL,LLC	PO 47349	PUBLIC BETTERMENT FOR THE TERHUNE URBAN	480,882.10	480,882.10
5118 - TOPOLOGY NJ, LLC	PO 45953	RESOLUTION 25-67 PLANNING SERVICES FOR W	9,887.50	9,887.50
827 - TORRES, JEFF		C2 LICENSE RENEWAL	51.65	51.65
1182 - TOUCHTONE COMMUNICATIONS	PO 47309	Acct 6099212100 - Interexchange Carrier	185.94	185.94
3013 - TRAFFIC SAFETY SERVICE, L.L.C.	PO 45641	BLANKET/DPW EMERGENCY ROAD SUPPLIES	900.00	900.00
960 - TRANS UNION RISK		ACCOUNT #: 582727	176.80	176.80
838 - TRAP ROCK INDUSTRIES, LLC	PO 45649	BLANKET/DPW STONE SUPPLIES	4,054.04	4,054.04
331 - TREASURER, STATE OF NEW JERSEY	PO 47278	2025 ANNUAL PERMIT FEE FOR TERMINATED LA	2,500.00	2,500.00
850 - TREASURER-STATE OF NEW JERSEY	PO 47206	FY 2025 Charges for Records Storage Serv	25.00	25.00
		VALLEY ROAD ELEVATOR INSPECTION FEE (A)	516.00	516.00
4513 - TRENTON A-Z AUTO RADIATORS, INC.	PO 45309	BLANKET REPAIR	380.00	380.00
4836 - TRENTON RENEWABLE POWER, LLC	PO 46094		156.00	156.00
5213 - TYRONE CARTER	PO 47074	5	20.00	20.00
2592 - UNIFIRST CORPORATION	PO 46960	RESOLUTION 25-234 UNIFORMS	302.19	
	PO 46960	RESOLUTION 25-234 UNIFORMS	2,489.76	2,791.95
		ESCROW REFUND 17-290-20-024-560	428.56	428.56
923 - UNITED PARCEL SERVICE		Acct. 6AF535 - Service Charge - 8/30/25	168.18	168.18
211 - UNITED SITE SERVICES	PO 45327		1,161.68	1,161.68
4069 - VASEFUL FLORAL AND GIFTS	PO 45438	Blanket 2025	72.00	72.00
408 - VECTOR SECURITY	PO 45657	BLANKET/BUILDINGS AND GROUNDS ALARMS	322.94	322 24
				193

Meeting Date: 09/23/2025 For bills from 09/09/2025 to 09/18/2025

Vendor	Descri	ption	Payment	Check Total
962 - VERIZON	PO 45387	TELEPHONE EXPENSE	403.04	403.04
20 - VERIZON	PO 45763	TELEPHONE EXPENSE	390.83	390.83
4895 - VERIZON COMMUNICATIONS INC.	PO 46222	BLANKET/SEWER DEPARTMENT VEHICLE TRACKIN	284.25	
	PO 46232	VEHICLE TRACKING SUBSCRIPTION MULTI-YEAR	988.28	1,272.53
959 - VERIZON WIRELESS	PO 47357	Acct #642046325-00001 - Wireless - Augus	5,738.62	5,738.62
4658 - VIKING PEST CONTROL	PO 45661	BLANKET/BUILDINGS AND GROUNDS PEST CONTR	927.29	927.29
973 - VISUAL COMPUTER SOLUTIONS INC.	PO 46026	TRAFFIC CONTROL FOR SEWER DEPARTMENT CON	1,581.68	
	PO 47272	TRAFFIC CONTROL - ON 7/24/25 1267 STUART	771.12	2,352.80
1146 - VOIP NETWORKS	PO 47312	Phone - Deposits for 1st Month MRC and 5	2,359.79	2,359.79
1024 - W.E. TIMMERMAN CO., INC.	PO 45323	BLANKET PARTS/SERVICE TV	414.26	
	PO 45667	BLANKET/SEWER TOOLS AND MACHINERY PARTS	18.71	432.97
2 - WB MASON CO	PO 45664	BLANKET/BUILDINGS AND GROUNDS 2025 OFFIC	108.00	
	PO 45673	2025 BLANKET (CK09MERCER2023-13)	1,883.51	
	PO 45736	(CK09MERCER2023-13)	942.16	
	PO 45791	BLANKET FOR 2025 -ZONING (CK09MERCER2023	18.51	2,952.18
4331 - WEDRIVEU, INC.	PO 45280	RESOLUTION 24-354: 2025 PRINCETON TRANSI	31,430.33	31,430.33
3677 - WELLS FARGO VENDOR FIN SERV.	PO 45499	2025 Blanket - Wells Fargo Printer Lease	3,687.47	3,687.47
1950 - WINDSTREAM	PO 47305	Account 214287263 - Invoice Date Septemb	91.86	91.86
998 - WM CORPORATE SERVICES, INC.	PO 45868	BLANKET/CONTRACT NO.T2665	5,470.01	5,470.01
1001 - WTH TECHNOLOGY, INC.	PO 47273	THINK GIS ANNUAL CONSULTING AND SUPPORT	5,307.00	5,307.00
TOTAL				1,323,159.98

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-105-200	PERSONNEL - OE	3,563.18			
01-201-20-110-200	MAYOR & COUNCIL OE	395.35			
01-201-20-111-200	ADMINISTRATIVE & EXECUTIVE OE	2,718.28			
01-201-20-112-200	FLU PROGRAM OE	2,158.66			
01-201-20-120-200	MUNICIPAL CLERK OE	25.00			
01-201-20-125-200	INFORMATION TECHNOLOGY - OE	22,018.35			
01-201-20-125-233	COMPUTER EXPENSE-SOFTWARE MAINT AND FEES	5,307.00			
01-201-20-130-200	FINANCE ADMINISTRATION OE	499.00			
01-201-20-150-200	ASSESSMENT OF TAXES OE	2,300.00			
01-201-20-151-200	DEFENSE OF TAX APPEALS OE	7,680.69			
01-201-20-155-200	LEGAL SERVICES & COSTS OE	63,496.22			
01-201-20-175-200	HISTORIC PRESERVATION COMMITTEE - OE	685.00			
01-201-21-180-200	REGIONAL PLANNING BD TWP - OE	11,199.85			
01-201-21-185-200	ZONING COSTS - OE	18.51			
01-201-23-220-200	EMPLOYEE GROUP INSURANCE OE	13,226.31			
01-201-25-240-200	POLICE OE	17,136.19			
01-201-25-265-200	FIRE OE	28.08			
01-201-25-267-200	FIRE FACILITIES OE	154.95			
01-201-26-290-200	ROAD REPAIRS & MAINTENANCE OE	14,424.78			
01-201-26-305-200	GARBAGE & TRASH REMOVAL OE	65,368.28			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OF	4,519.52			
01-201-26-315-200	VEHICLE MAINT ADMIN. OE	17,568.06			
01-201-27-330-200	BOARD OF HEALTH OE	4,150.00			
01-201-27-341-200	SAVE BOARDING COSTS OE	1,400.00			
01-201-27-345-200	HUMAN SERVICES OE	1,910.77			
01-201-28-370-100	JT RECREATION BOARD - TWP - S&W	54,376.00			
01-201-28-370-200	JOINT RECREATION BOARD OF	667.25			
01-201-28-375-200	PARK MAINTENANCE OE	11,010.60			
01-201-31-440-200	TELEPHONE OE	9,078.07			
01-201-31-455-200	SEWER FACILITIES OPERATING OE	7,221.20			
01-201-31-460-200	GASOLINE OE	11,396.80			
01-201-43-490-200	MUNICIPAL COURT OE	649.10			
01-203-20-120-200	(2024) MUNICIPAL CLERK OE		379.74		
01-205-55-900-035	RESERVE FOR TAX OVERPAYMENTS			17.31	
					194

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-205-55-900-036 01-260-05-100	RESERVE FOR SEWER OVERPAYMENTS DUE TO CLEARING/CLAIMS			4,924.48 0.00	361,672.58
TOTALS FOR	CURRENT FUND	356,351.05	379.74	4,941.79	361,672.58
		=======================================	========	==========	=========
02-213-44-915-301	FOOD WASTE RECYCLING			156.00	
02-213-44-967-301	NATIONAL OPIOID SETTLEMENT			1,944.40	
02-260-05-100	DUE TO CLEARING/CLAIMS			0.00	2,100.40
TOTALS FOR	GRANT FUND	0.00	0.00	2,100.40	
04-215-17-037-000-000	Ordinance 2017-37 Various Capital Imprv			6,470.00	
04-215-21-021-000-000	Ordinance 2021-21 Various Capital Improvements			4,054.04	
04-215-22-018-000-000	Ordinance 2022-18 NJ I-Bank			488.25	
04-215-22-019-000-000	Ordinance 2022-19 Various Capital Improvements			5,782.20	
04-215-22-028-000-000	Ordinance 2022-28 Var. Improvements-Terhune Dev.			480,882.10	
04-215-23-016-000-000	Ordinance 2023-16 Sewer Trust			147.50	
04-215-23-019-000-000	Ordinance 2023-19 I-Bank Improvements			5,175.00	
04-215-23-020-000-000	Ordinance 2023-20 Open Space Improvements			1,776.25	
04-215-23-021-000-000	Ordinance 2023-21 Various Capital Improvements			109,693.67	
04-215-24-014-000-000	Ordinance 2024-14 Various Capital Improvements			64,853.51	
04-215-24-018-000-000	Ordinance 2024-18 Sewer Improvements			20,990.00	
04-215-24-033-000-000	Ordinance 2024-33 Replace HVAC at Municipal Bldg.			6,238.00	
04-215-24-034-000-000	Ordinance 2024-34 Acq of Westminster			15,387.50	
04-215-25-006-000-000	Ordinance 2025-06 Open Space Improvements			3,225.00	
04-215-25-007-000-000	Ordinance 2025-07 Various Capital Improvements			64,906.49	
04-260-05-100	DUE TO CLEARING/CLAIMS			0.00	790,069.51
TOTALS FOR	GENERAL CAPITAL FUND	0.00	0.00	790,069.51	790,069.51
05-201-02-007-200	PARKING OE	11,366.22			
05-201-02-009-000	JITNEY EXPENSES	31,430.33			
05-260-05-100	DUE TO CLEARING/CLAIMS			0.00	42,796.55
TOTALS FOR	PARKING UTILITY OPERATING FUND	42,796.55	0.00	0.00	42,796.55
101122 1011	111111111111111111111111111111111111111	-		==========	
12-201-20-125-200	OPEN SPACE - OTHER EXPENSE - PARK MAINT	7,983.46			
12-260-05-100	DUE TO CLEARING/CLAIMS			0.00	7,983.46
TOTALS FOR	OPEN SPACE FUND	7,983.46	0.00		-
		=======================================	=========	=========	=========
17-260-05-100	Due To Claims/Clearing			0.00	64,842.84
17-290-20-000-000	PROFESSIONAL FEES			8,052.17	
17-290-50-000-000	INSPECTION FEES			56,790.67	
TOTALS FOR	ESCROW	0.00	0.00	64 842 84	64 842 84
TOTALS FOR	ESCRON	===========	0.00		
10 200 05 100	DUE TO GLAIMO			2.0-	E44 0E
18-260-05-100				0.00	541.97
18-301-00-000-000	RESERVE FOR UNEMPLOYMENT TRUST			541.97	
momar d. mon	THERET CONTROL BUILD	0.00		E41 07	E41 07
TOTALS FOR	UNEMPLOYMENT TRUST FUND	0.00	0.00	541.97	541.97
21-201-12-110-200	CONSTRUCTION EXPENSES - OE	42,654.84			
21-260-05-100	DUE TO CLAIMS/CLEARING			0.00	
momand mc-					
TOTALS FOR					
	TRUST FUND	42,654.84	0.00	0.00	42,654.84
	TRUST FUND				
40-201-20-105-200	TRUST FUND  AFFORDABLE HOUSING BOARD OE				
		=======================================			
40-201-20-105-200	AFFORDABLE HOUSING BOARD OE	=======================================			
40-201-20-105-200	AFFORDABLE HOUSING BOARD OE	=======================================		0.00	10,497.83

Summary By Account

ACCOUNT DESCRIPTION CURRENT YR APPROP. YEAR NON-BUDGETARY CREDIT

Total to be paid	from Fund 01	CURRENT FUND	361,672.58
Total to be paid	from Fund 02	GRANT FUND	2,100.40
Total to be paid	from Fund 04	GENERAL CAPITAL FUND	790,069.51
Total to be paid	from Fund 05	PARKING UTILITY OPERATING FUND	42,796.55
Total to be paid	from Fund 12	OPEN SPACE FUND	7,983.46
Total to be paid	from Fund 17	ESCROW	64,842.84
Total to be paid	from Fund 18	UNEMPLOYMENT TRUST FUND	541.97
Total to be paid	from Fund 21	TRUST FUND	42,654.84
Total to be paid	from Fund 40	AFFORDABLE HOUSING UTILITY	10,497.83
			=========
			1,323,159.98

#### Checks Previously Disbursed

910	PRINCETON PUBLIC SCHOOLS	PO# 47299	8,153,423.00	9/10/2025
915	DEPOSITORY TRUST CO/CHASE	PO# 47335	2,943,500.00	9/15/2025
917	NJSHBP ACT	PO# 47370	453,473.74	9/17/2025
918	NJSHBP ACT	PO# 47371	181,217.19	9/17/2025

11,731,613.93

Totals by fund Previous Checks/Voids Current Payments Total

11,731,613.93 361,672.58 **12,093,286.51** Fund 01 CURRENT FUND Fund 02 GRANT FUND 2,100.40 2,100.40 790,069.51 **790,069.51** Fund 04 GENERAL CAPITAL FUND Fund 05 PARKING UTILITY OPERATING FUND 42,796.55 **42,796.55** 7,983.46 Fund 12 OPEN SPACE FUND 7,983.46 Fund 17 ESCROW 64,842.84 **64,842.84** Fund 18 UNEMPLOYMENT TRUST FUND 541.97 541.97 Fund 21 TRUST FUND 42,654.84 42,654.84 Fund 40 AFFORDABLE HOUSING UTILITY 10,497.83 10,497.83 \_\_\_\_\_\_

BILLS LIST TOTALS 11,731,613.93 1,323,159.98 **13,054,773.91** 

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#### 400 Witherspoon St Princeton, NJ 08540

## Staff Report

File #: R-25-325 Agenda Date: 9/23/2025 Agenda #: 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

WHEREAS, this agreement made on the 23<sup>rd</sup> day of September 2025, by and between the TOWNSHIP OF EAST WINDSOR, County of Mercer, a municipal corporation of the State of New Jersey, with principal officers located at 16 Lanning Boulevard, New Jersey 08520 ("East Windsor"), and the MUNICIPALITY OF PRINCETON, County of Mercer, a municipal corporation of the State of New Jersey, with principal offices located at 400 Witherspoon Street, Princeton, New Jersey 08540 ("Princeton");

WHEREAS, East Windsor is responsible by law for the protection of public health and wishes to provide the necessary and appropriate health services to its residents; and

WHEREAS, administration of essential health services is statutorily required to be managed by a health officer as licensed in the State of New Jersey; and

WHEREAS, East Windsor is temporarily without a licensed health officer, and Princeton is willing to provide East Windsor with the interim support of Princeton's licensed health officer; and

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. authorizes any municipality to enter into a contract with any other municipality for the joint provision of any service which either party is empowered to render within its own jurisdiction; and

WHEREAS, the Office of Local Public Health within the State of New Jersey Department of Health issued official guidance regarding Uniform Shared Public Health Services Agreement Guidelines pursuant to N.J.S.A. 26:3A2-10 and N.J.A.C. 8:52, which directs municipalities on how to provide for health officer services when said services are not available to a municipality; and

WHEREAS, the Office of Local Public Health sets forth the basic items to be addressed in a shared services agreement; and

WHEREAS, East Windsor may terminate this shared services agreement upon identifying alternative means of designating a health officer, at which time East Windsor will pay Princeton pro-rated portion of the monthly fee to be determined upon the date of the termination;

NOW, THEREFORE, BE IT RESOLVED in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. Scope of Services: The Municipality of Princeton agrees to provide the Township of East

**File #:** R-25-325 **Agenda Date:** 9/23/2025 Agenda #: 2.

Windsor with its licensed municipal health officer for the benefit of the residents of East Windsor Township for a term retroactive from July 1, 2025 through October 31, 2025. Pursuant to this agreement:

- a. The Township of East Windsor names the Municipality of Princeton's Deputy Administrator and Health Officer, Jeffery C. Grosser, as the East Windsor Township Interim Health Officer and Health Department Director.
- b. The Municipality of Princeton will provide the Township of East Windsor with a public health program that meets the standards as set forth in N.J.A.C.8:52 and its successor regulatory standards.
- c. The Municipality of Princeton will provide the Township of East Windsor with a licensed health officer for the purpose of managing and overseeing the East Windsor Health Department. The Township of East Windsor will continue to provide public health services with Township staff. East Windsor staff will report to the Princeton Health Officer for all public health and statutory related matters.
- d. The Municipality of Princeton's Health Officer will meet with the Township of East Windsor's public health staff, governing body, and other representatives to assure open communications and the planning/implementation of health services to meet the Township of East Windsor's health needs.
- 2. Fees: The fees payable by the Township of East Windsor to the Municipality of Princeton for the provision of the health officer shall be for \$1,000 per month for an amount not to exceed \$4,000.
- 3. Billing and Payment: The Municipality of Princeton will issue monthly bills for services rendered to the Township of East Windsor. The bills will be issued on the fifteenth (15th) day of the succeeding month and will be payable within thirty (30) days of issuance.
- 4. Liability: The Municipality of Princeton and the Township of East Windsor shall be responsible for acts of their own negligence consistent with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59: 1-1 et seg., arising out of or related to performance of any activity under the terms of this Agreement.

# SHARED SERVICES AGREEMENT FOR HEALTH OFFICER SERVICES TOWNSHIP OF EAST WINDSOR AND MUNICIPALITY OF PRINCETON

## March 17, 2025 to June 30, 2025 EXTENDED July 1, 2025 to October 31, 2025

This agreement made on this \_\_\_\_\_ day of July 2025, by and between the TOWNSHIP OF EAST WINDSOR, County of Mercer, a municipal corporation of the State of New Jersey, with principal officers located at 16 Lanning Boulevard, New Jersey 08520 ("East Windsor"), and the MUNICIPALITY OF PRINCETON, County of Mercer, a municipal corporation of the State of New Jersey, with principal offices located at 400 Witherspoon Street, Princeton, New Jersey 08540 ("Princeton");

#### Witnesseth that:

Whereas, East Windsor is responsible by law for the protection of public health and wishes to provide the necessary and appropriate health services to its residents; and

Whereas, administration of essential health services is statutorily required to be managed by a health officer as licensed in the State of New Jersey; and

Whereas, East Windsor is temporarily without a licensed health officer, and Princeton is willing to provide East Windsor with the interim support of Princeton's licensed health officer; and

Whereas, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. authorizes any municipality to enter into a contract with any other municipality for the joint provision of any service which either party is empowered to render within its own jurisdiction; and

Whereas, the Office of Local Public Health within the State of New Jersey Department of Health issued official guidance regarding Uniform Shared Public Health Services Agreement Guidelines pursuant to N.J.S.A. 26:3A2-10 and N.J.A.C. 8:52, which directs municipalities on how to provide for health officer services when said services are not available to a municipality; and

Whereas, the Office of Local Public Health sets forth the basic items to be addressed in a shared services agreement; and

Whereas, East Windsor may terminate this shared services agreement upon identifying alternative means of designating a health officer, at which time East Windsor will pay Princeton a pro-rated portion of the monthly fee to be determined upon the date of the termination;

Now, therefore be it resolved, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

- 1. Scope of Services: The Municipality of Princeton agrees to provide the Township of East Windsor with its licensed municipal health officer for the benefit of the residents of East Windsor Township. Pursuant to this agreement:
  - a. The Township of East Windsor names the Municipality of Princeton's Deputy Administrator and Health Officer, Jeffery C. Grosser, as the East Windsor Township Interim Health Officer and Health Department Director.
  - b. The Municipality of Princeton will provide the Township of East Windsor with a public health program that meets the standards as set forth in N.J.A.C. 8:52 and its successor regulatory standards.
  - c. The Municipality of Princeton will provide the Township of East Windsor with a licensed health officer for the purpose of managing and overseeing the East Windsor Health Department. The Township of East Windsor will continue to provide public health services with Township staff. East Windsor staff will report to the Princeton Health Officer for all public health and statutory related matters.
  - d. The Municipality of Princeton's Health Officer will meet with the Township of East Windsor's public health staff, governing body, and other representatives to assure open communications and the planning/implementation of health services to meet the Township of East Windsor's health needs.
- 2. Fees: The fees payable by the Township of East Windsor to the Municipality of Princeton for the provision of the health officer shall be for \$1,000 per month for an amount not to exceed \$4,000.
- 3. Billing and Payment: The Municipality of Princeton will issue monthly bills for services rendered to the Township of East Windsor. The bills will be issued on the fifteenth (15<sup>th</sup>) day of the succeeding month and will be payable within thirty (30) days of issuance.
- 4. Liability: The Municipality of Princeton and the Township of East Windsor shall be responsible for acts of their own negligence consistent with the provisions of the *New Jersey Tort Claims Act, N.J.S.A.* 59:1-1 et seq., arising out of or related to performance of any activity under the terms of this Agreement.

- 5. Effective Date/Termination: This agreement shall be for the term effective retroactively to July 1, 2025 and ending October 31, 2025. The Township of East Windsor may terminate this agreement immediately upon arranging for another designated health officer. In that instance, the Township of East Windsor shall pay the Municipality of Princeton a pro-rated amount based on the actual service and time that the Municipality of Princeton's Health Officer provided services to the Township of East Windsor.
- 6. Each party shall notify the other in writing fourteen (14) days before expiration of this Agreement if it desires to continue services and extend a new contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the respective dates indicated below:

MUNICIPALITY OF PRINCETON	TOWNSHIP OF EAST WINDSOR
Mark Freda, Mayor	Janice S. Mironov, Mayor
ATTEST:	ATTEST:
Dawn Mount, RMC Municipal Clerk	Allison Quigley, RMC Municipal Clerk



# MUNICIPALITY & PRINCETON

Department of Health & Community Services
Health Department

1 Monument Hall Princeton, NJ 08540 (609) 497- 7608 healthdepartment@princetonnj.gov

## MEMORANDUM

**To:** Bernard Hvozdovic, *Administrator* 

Dawn Mount, Clerk

From: Jeffrey C. Grosser, MHS, HO, Deputy Administrator/Health Officer

Subject: Interim Health Officer Services for East Windsor Township – Agreement Extension

Date: September 23, 2025

#### Bernie,

I am writing to inform you that I will be providing interim health officer services to the Township of East Windsor as part of a shared services agreement recently approved by their governing body through Resolution R2025-149.

This agreement is a continuation of the previous agreement that spanned March 17, 2025 – June 30, 2025. Under this new agreement, which is retroactive to July 1, 2025, and extends through October 31, 2025, I will continue to serve as East Windsor's Interim Health Officer while they continue to search for a full-time candidate. During this time, East Windsor will continue to deliver public health services with their own staff, who will report to me for all public health and statutory matters. I will also coordinate with their staff and governing body to ensure seamless public health oversight and regulatory compliance.

The Municipality of Princeton will receive a monthly fee of \$1,000 for these services, not to exceed a total of \$4,000. This collaborative effort reflects our ongoing commitment to supporting neighboring communities and strengthening public health infrastructure across Mercer County.

Please let me know if you have any questions regarding this arrangement. Best Regards,

Jeffrey C. Grosser

Deputy Administrator/Health Officer



400 Witherspoon St Princeton, NJ 08540

## Staff Report

File #: R-25-326 **Agenda Date:** 9/23/2025 **Agenda #:** 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

WHEREAS, the 2025 Extended Tax Duplicate listed Block 7506 Lot 3, is owned by Ben-Reuven, Moshe Et Al:

WHEREAS, 2025 sewer should be reduced by \$598.40, and;

WHEREAS, Ben-Reuven, Moshe Et Al, has documented a water leak in 2024 and is being billed for the usage in 2025, and;

WHEREAS, it is the desire of the Mayor and Council of Princeton to cancel the above listed sewer in the amount of \$598.40 for the tax year 2025 and adjust the preliminary 2026 bill.

NOW, THEREFORE, BE IT RESOLVED on this 23rd day of September 2025, by the Mayor and Council of Princeton, County of Mercer, State of New Jersey, that the following sewer amount is hereby canceled and the Princeton Tax Collector is authorized to adjust her records, and is hereby released from the collection of the same.

> 2025 \$598.40 Block 7506 Lot 3

> > Location- 51 Clover Lane



# MUNICIPALITY & PRINCETON

Office of Tax Collection

400 Witherspoon St.
Princeton, NJ 08540
(609) 924-1058
ttisdale@princetonnj.gov

# MEMORANDUM

**To:** Mark Freda, *Mayor* 

Mia Sacks, Council President Leticia, Fraga, Councilwoman David Cohen, Councilman Brian McDonald, Councilman

Michelle Pirone Lambros, Councilwoman

Leighton Newlin, Councilman

From: Tammie Tisdale, Tax Collector

**Subject:** 2025 Sewer Adjustment for BI-7506 Lt-3

Date: September 23, 2025

This resolution authorizes cancellation of an overbilling of sewer in the amount of \$598.40 for block-7506 Lot-3 location –51 Clover Lane. In 2024 the property of 51 Clover Lane had a water leak that created an increased sewer bill because it is based on actual water flow. It has been our practice in the past to adjust sewer bills in this instance for the amount of overbill caused by a leak. I am recommending adjusting 2025 sewer billing to reflect their last 5 year average of 104ccf \$915.20.



400 Witherspoon St Princeton, NJ 08540

# Staff Report

File #: R-25-327 **Agenda Date:** 9/23/2025 Agenda #: 4.

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

**BE IT RESOLVED** by the Mayor and Council of Princeton:

The following appointments are hereby made:

Name and Board **Term Expires** 

**Pedestrian and Bicycle Advisory Committee:** 

Ronni Mackles (Alternate 1) 2 years 12/31/2026



400 Witherspoon St Princeton, NJ 08540

## Staff Report

File #: R-25-328 **Agenda Date: 9/23/2025 Agenda #:** 5.

# Resolution of the Mayor And Council of Princeton Authorizing Tax Exempt Status For Block-1504 Lot-3 O0013 In Said Municipality

WHEREAS, N.J.S.A. 54:4-3.6 permits municipalities to grant real property tax exempt status to real property owned by the Municipality of Princeton; and

WHEREAS, the Princeton Tax Assessor has determined that the following property is entitled to tax exemption and should be added to the Tax Exempt List:

Block 1504, Lot 3 Ql-q0013 Location-71 River Rd.

WHEREAS, the Princeton Tax Assessor has determined that said property is exempt from the payment of real property taxes pursuant to the above-referenced statute; and

WHEREAS, the Princeton Tax Assessor wishes to designate said properties as real property tax exempt and the Princeton Tax Collector wishes to cancel the previously issued tax bills for said properties and refund any tax payments made on said properties.

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

- 1. The Princeton Tax Assessor is hereby authorized to designate the above-referenced property as tax exempt.
- The Princeton Tax Collector is hereby authorized to cancel the prior tax billings for said 2. properties and refund any tax payments made on said properties.
- 3. A certified true copy of this Resolution shall be furnished by the Municipal Clerk to the Princeton Tax Assessor and the Princeton Tax Collector upon its adoption.



# MUNICIPALITY & PRINCETON

Office of Tax Collection

400 Witherspoon St. Princeton, NJ 08540 (609) 924-1058 ttisdale@princetonnj.gov

# MEMORANDUM

**To:** Mark Freda, *Mayor* 

Mia Sacks, Council President Leighton Newlin, Councilman Brian McDonald, Councilman David Cohen, Councilman Leticia Fraga, Councilwoman

Michelle Pirone Lambros, Councilwoman

From: Tammie Tisdale, Tax Collector

Subject: 2025 Exempt Status

Date: September 23, 2025

The Princeton Tax Assessor has determined that certain properties are tax exempt and should be added to the Tax Exempt List of the Municipality of Princeton. The attached resolution provides BI-1504 Lt-3 Q0013 entitled to tax exemption and authorized the refund of taxes paid. These properties are owned by the Municipality of Princeton.



400 Witherspoon St Princeton, NJ 08540

## Staff Report

File #: R-25-329 **Agenda Date: 9/23/2025 Agenda #:** 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

WHEREAS, on April 2, 2025, a Declaration of Taking was recorded in the Office of the Mercer County Clerk at which time the Municipality of Princeton assumed ownership of Block 7301, Lot 1 Princeton Tax Map; and

WHEREAS, the Princeton Tax Assessor and Tax Collector have requested that said property be placed on the Princeton Tax Exempt List since property is now owned by the Municipality of Princeton.

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

- The Princeton Tax Assessor is hereby authorized to add the above-referenced property to the Princeton Tax Exempt List.
- 2. The Princeton Tax Collector is hereby authorized to cancel any prior tax billing as of April 2, 2025 for said property and refund any payments which may have been made for said property after this date.
- 3. A certified true copy of this Resolution shall be furnished by the Municipal Clerk to the Princeton Tax Assessor and the Princeton Tax Collector upon its adoption.



#### 400 Witherspoon St Princeton, NJ 08540

## Staff Report

File #: R-25-330 **Agenda Date: 9/23/2025** Agenda #: 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

WHEREAS, RB Homes Inc. has made a formal request for release of the performance guarantee currently held by the Municipality of Princeton for public improvements in conjunction with the project known as Lincoln Court Major Site Plan, Block 27.01, Lots 17, 22, 23, and 70, Zones CB B and R4 B; and

WHEREAS, the Land Use Engineer has determined that the project is complete; and

WHEREAS, the Land Use Engineer recommends that the request for release of the performance guarantee in the amount of \$10,669.20, plus accrued interest, if any, covering the public improvements in conjunction with the project known as Lincoln Court Major Site Plan, Block 27.01, Lots 17, 22, 23, and 70, Zones CB B and R4 B be approved and that, upon receipt of a maintenance guarantee in the amount of \$1,337.40, the performance guarantee be released.

NOW, THEREFORE, BE IT RESOLVED:, by the Mayor and Council of Princeton that the request for release of the performance guarantee in the amount of \$10,669.20, plus accrued interest, if any, covering the public and private improvements in conjunction with the project known as Lincoln Court Major Site Plan, Block 27.01, Lots 17, 22, 23, and 70, Zones CB B and R4 B, is approved and the release of the performance guarantee and any accrued interest is authorized.



# MUNICIPALITY & PRINCETON

Department of Infrastructure & Operations

400 Witherspoon Street
Princeton, NJ 08540
(609) 921-7077
engineering@princetonnj.gov

# MEMORANDUM

To:		Bernard Hvozdovic, Princeton Administrator							
From:		Daniel Weissman, PE, CME, Land Use Engineer							
Subject:		Release of Performance / Maintenance Guarantee RB Homes, Inc. Preliminary and Final Major Site Plan Lincoln Court; 10-14 and 16-18 Vandeventer Avenue Block 27.01, Lots 17, 22, 23, 70, Zones CB B and R-4 B Escrow #23-370							
Date:		September 4, 2025							
$\boxtimes$	Perforn	nance Guarantee□	Redu	ıction	×	Release		Extension	
	Mainte	nance Guarantee □	Acce	Acceptance		Release		Extension	
	Completion Time			Exten	Extension   Status F		Status Report		
prior to	this req	ived a request from the uest is as follows:	he applica	nt in refe	erence t	o the above	project. Pertir	nent project inform	nation on file
Perform	nance G	uarantee:							
	Expiration Date:		N/A		Amount:		\$10,6	\$10,669.20 (cash)	
	LOC	C/Bond No.:			Issued by:				
perform guarant	nance gu	above referenced pro paranty be released, paranty of \$1,337.40 deement.	olus any a	ccrued in	nterest,	contingent u	upon the receip	pt of a two-year m	naintenance
If you h	ave any	questions concerning	g this mat	ter, pleas	se feel f	ree to conta	ct me.		
	Mover	ad Council							

Deanna Stockton, PE, CME, Deputy Administrator

Jeff Grosser, Deputy Administrator

Dan Weissman, PE, Land Use Engineer Derek W. Bridger, Zoning Officer

Claudia Ceballos, Administrative Coordinator

Rayna Harris, Clerk



400 Witherspoon St Princeton, NJ 08540

## Staff Report

File #: R-25-331 Agenda Date: 9/23/2025 Agenda #: 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 6<sup>th</sup>, 2025 and taken down on Monday, October 13<sup>th</sup>, 2025

WHEREAS, the Princeton University Concerts will be announcing their 2025 Fall Family Concerts; and

**WHEREAS**, Princeton University Concert has requested permission to install a banner over Washington Road in Princeton with approval of the Office of Community and Regional Affairs at Princeton University beginning Monday, October 6<sup>th</sup>, 2025 and taken down on Monday, October 13<sup>th</sup>, 2025 to advertise this event to the entire Princeton Community; and

WHEREAS, this banner will be promptly removed after its use as required by Princeton ordinances; and

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

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

**NOW THEREFORE BE IT RESOLVED** that the Mayor and Council hereby approve placement of said banner on Washington Road in accordance with Princeton Ordinances 14-28 to 14-32.



400 Witherspoon St Princeton, NJ 08540

## Staff Report

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 2<sup>nd</sup>, 2026 and taken down on Monday, March 9<sup>th</sup>, 2026

WHEREAS, Princeton University Concerts will be announcing their 2026 Spring Family Concerts; and

**WHEREAS**, Princeton University Concerts has requested permission to install a banner over Washington Road in Princeton with approval of the Office of Community and Regional Affairs at Princeton University beginning Monday, March 2<sup>nd</sup>, 2026 and taken down on Monday, March 9<sup>th</sup>, 2026 to advertise this event to the entire Princeton Community; and

WHEREAS, this banner will be promptly removed after its use as required by Princeton ordinances; and

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

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

**NOW THEREFORE BE IT RESOLVED** that the Mayor and Council hereby approve placement of said banner on Washington Road in accordance with Princeton Ordinances 14-28 to 14-32.



400 Witherspoon St Princeton, NJ 08540

## Staff Report

File #: R-25-333 **Agenda Date: 9/23/2025** Agenda #: 10.

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

WHEREAS, McCarter Theater has requested an extension of their pole banners on University Place and

WHEREAS, McCarter Theatre has requested permission to extend their installation of a pole banner over University Place in Princeton with approval of the Office of Community and Regional Affairs at Princeton University beginning Tuesday, September 9th, 2025 and taken down on Wednesday, September 30th, 2026 to advertise this event to the entire Princeton Community; and

WHEREAS, this banner will be promptly removed after its use as required by Princeton ordinances; and

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

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

NOW THEREFORE BE IT RESOLVED that the Mayor and Council hereby approve placement of said banner on University Place in accordance with Princeton Ordinances 14-28 to 14-32.



400 Witherspoon St Princeton, NJ 08540

## Staff Report

File #: R-25-334 Agenda Date: 9/23/2025 Agenda #: 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

WHEREAS, the Arts Council of Princeton has requested permission from the Mayor and Council of Princeton to hold their annual Hometown Halloween Parade on Friday, October 24, 2025 from 5:00 p.m. to 6:00 p.m. The event will require the closures of Palmer Square, Hulfish Street, Chambers Street, and Paul Robeson Place (in stages) from 5:00 p.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 annual Hometown Halloween Parade on Friday, October 24, 2025 from 5:00 p.m. to 6:00 p.m. contingent upon adherence to the provisions set forth by the Princeton Police Department including but not limited to traffic control and security.