



Municipality of Princeton, NJ

Mayor and Council of Princeton

Meeting Agenda

400 Witherspoon St
Princeton, NJ 08540

Monday, November 24, 2025

7:00 PM

Main Council Chambers

I. JOIN MEETING - PLEASE CLICK LINK BELOW:

<https://us02web.zoom.us/j/88544609775>

Webinar ID: 885 4460 9775

II. STATEMENT CONCERNING NOTICE OF MEETING

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

III. LAND ACKNOWLEDGEMENT

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

IV. ROLL CALL

V. PLEDGE OF ALLEGIANCE

VI. APPROVAL OF MINUTES

1. [0078](#) Mayor and Council of Princeton- Regular Meeting- July 28, 2025 7:00 p.m.

VII. ANNOUNCEMENTS/REPORTS

1. [0079](#) October Monthly Chief's Report

VIII. PRESENTATION

1. [0081](#) Stormwater Utility Feasibility Study Phase 2 Presentation to Mayor and Council by Department of Engineering

2. [0080](#) Long Range Capital Plan Presentation

IX. ORDINANCE PUBLIC HEARING

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

1. [ORD 25-18](#) An Ordinance by the Municipality of Princeton Revising the Definition of “Minor Site Plan”; Modifying Certain Provisions Pertaining to Administrative Approvals and Zoning Permits; Updating the Checklist for Minor Site Plan Applications; and Amending the “Code of the Borough of Princeton, New Jersey, 1974” and the “Code of the Township of Princeton, New Jersey, 1968.” - Roll Call

X. ORDINANCE INTRODUCTION

1. [ORD 25-19](#) An Ordinance by the Municipality of Princeton Regarding Tree Removal Permit Requirements and Amending Chapters 22 and 10B of the “Code of the Township of Princeton, New Jersey, 1968.”- (Public Hearing: December 22, 2025)- Roll Call
2. [ORD 25-20](#) An Ordinance by the Municipality of Princeton Regulating Short-Term Rentals, Imposing an Occupancy Tax on Transient Accommodations and Amending Chapters 15A and 16 of the “Code of the Borough of Princeton, New Jersey, 1974”- (Public Hearing: December 8, 2025)- Roll Call

XI. RESOLUTIONS

1. [R-25-389](#) Resolution of the Mayor and Council of Princeton Authorizing and Directing the Planning Board of the Municipality of Princeton to Undertake a Preliminary Investigation of the Properties Located at 27 Franklin Avenue, Princeton and 101 Walnut Lane, Princeton, and Designated on the Official Tax Map of Princeton as Block 7301, Lot 1 and Block 31.01, Lot 105, respectively, to Determine Whether the Properties, or Parts thereof, Qualify as a Non-Condemnation Area in Need of Redevelopment.
2. [R-25-390](#) Resolution of the Mayor and Council of the Municipality of Princeton Authorizing the Award of a Professional Services Agreement to Topology NJ LLC for Planning Services in Connection with a Preliminary Investigation, Pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., for an Amount Not to Exceed \$21,000

3. [R-25-391](#) Resolution of the Mayor and Council Authorizing the Award of a Bid Contract to J. Fletcher Creamer & Son, Inc. for the Replacement and Repair of Guide Rail on Pretty Brook Road and Quaker Road for \$115,225.00
4. [R-25-392](#) Resolution of the Mayor and Council of Princeton in Support of Speed Limit Revisions on Route NJ 27 within the Municipality of Princeton
5. [R-25-393](#) Resolution of the Mayor and Council of Princeton Authorizing a License Agreement by Fengqiao Lu to Permit a 22-Foot-Wide Curb Cut onto Valley Road
6. [R-25-394](#) Resolution of the Mayor and Council of the Municipality of Princeton Authorizing an Increase of \$40,289.80 to the Not to Exceed Amount for the Contract with IPS Group, Inc. for Parking Meter Charges Utilizing Omnia Partners National Cooperative Purchasing Contract CW18653 for a New Not to Exceed Amount of \$200,289.80
7. [R-25-395](#) Resolution of the Mayor and Council of Princeton to Apply for and Obtain a Grant from the New Jersey Department of Community Affairs for \$810,000 Toward a Sewer Rehabilitation Project
8. [R-25-396](#) Resolution of the Mayor and Council of Princeton Authorizing Block 7401, Lot 1.013 of the Princeton Tax Map to be Added to the Princeton Tax Exemption List

XII. CONSENT AGENDA

1. [R-25-397](#) Resolution of the Mayor and Council of Princeton Authorizing the Payment of Bills and Claims
2. [R-25-398](#) Resolution of the Mayor and Council of Princeton Authorizing 2025 4th Quarter Refunds of \$61,823.73 Overpayments

XIII. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

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3. Telephone: Press #9

XIV. ADJOURNMENT



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: 0078

Agenda Date: 11/24/2025

Agenda #: 1.

Mayor and Council of Princeton- Regular Meeting- July 28, 2025 7:00 p.m.

Municipality of Princeton, NJ

*400 Witherspoon St
Princeton, NJ 08540*



Meeting Minutes - Draft

Monday, July 28, 2025

7:00 PM

<https://us02web.zoom.us/j/83251766451>

Webinar ID: 832 5176 6451

Main Council Chambers

Mayor and Council of Princeton

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Mayor Mark Freda read the Land Acknowledgement.

IV. ROLL CALL

Also Present: Bernard Hvozdovic, Administrator; Deanna Stockton, Deputy Administrator/Municipal Engineer; Jim Purcell, Assistant Engineer; and Trishka Cecil, Municipal Attorney

- Present:** Council Member Michelle Pirone Lambros, Council Member David Cohen, Council Member Mia Sacks, Council Member Leticia Fraga, Council Member Leighton Newlin, Mayor Mark Freda, and Municipal Clerk Dawn M. Mount
- Absent:** Council Member Brian McDonald

V. PLEDGE OF ALLEGIANCE

The audience participated in the Pledge of Allegiance.

VI. APPROVAL OF MINUTES

1. Mayor and Council of Princeton- Closed Session- May 6, 2025 2:00 p.m.

- RESULT:** ADOPTED
- MOVER:** David Cohen
- SECONDER:** Leticia Fraga

Aye: Council Member Pirone Lambros, Council Member Cohen, Council Member Sacks, and Council Member Newlin

Absent: Council Member McDonald

Abstain: Council Member Fraga

2. Mayor and Council of Princeton- Regular Meeting- May 12, 2025 7:00 p.m.

RESULT: ADOPTED

MOVER: David Cohen

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. Mayor and Council of Princeton- Regular Meeting- May 27, 2025- 7:00 p.m.

RESULT: ADOPTED

MOVER: David Cohen

SECONDER: Leticia Fraga

Aye: Council Member Cohen, Council Member Sacks, Council Member Fraga, and Council Member Newlin

Absent: Council Member McDonald

Abstain: Council Member Pirone Lambros

VII. ANNOUNCEMENTS/REPORTS

Councilwoman Michelle Pirone Lambros had no reports or announcements.

Councilman David Cohen had no reports or announcements.

Council President had no reports or announcements.

Councilwoman Leticia Fraga, Councilman Leighton Newlin, Council President Mia Sacks, and Mayor Mark Freda shared in the reading of prepared statements on behalf of the Mayor and Council of Princeton, in Spanish and English, regarding the ICE activity in Princeton.

Mayor Mark Freda had no reports or announcements.

There were no staff reports or announcements.

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

Isaac Kremer, Executive Director of Experience Princeton, stated in the interest of time and out of respect to the significant amount of people who have showed up for the meeting, he will submit his report in writing. He wanted to notify Council, as by ordinance, Experience Princeton has submitted their annual report in writing. He highlighted the following: in July

they were going to cross the threshold of 10,000 hours of volunteer time contributed since Experience Princeton started in 2022. Financially, that translates into \$333,000 of volunteer time. Additionally, there was the distinction of the Main Street New Jersey grant last year (another \$150,000), and \$68,000 sold in gift cards. Lastly, Mr. Kremer noted there were 26 new businesses that opened in Princeton in the last year, which is nearly double the rate of the year prior.

VIII. PROCLAMATION

1. A Proclamation Honoring Kerry Philip on the Occasion of Her Retirement

Councilman David Cohen read the proclamation honoring Kerry Philip on the occasion of her retirement.

IX. ORDINANCE INTRODUCTION

1. Ordinance Appropriating \$775,000 from the Sewer Trust Fund to Provide for Various Sewer Improvements in and by Princeton, in the County Of Mercer, New Jersey- Roll Call

RESULT: INTRODUCED ON FIRST READING

MOVER: David Cohen

SECONDER: Michelle Pirone Lambros

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

Absent: Council Member McDonald

2. An Ordinance by the Municipality of Princeton Designating No Turn on Red Intersections and Amending Chapter 19 of the “Code of the Borough of Princeton, New Jersey, 1974”- Roll Call

RESULT: INTRODUCED ON FIRST READING

MOVER: Leighton Newlin

SECONDER: Michelle Pirone Lambros

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

Nay: Council Member Sacks

Absent: Council Member McDonald

X. RESOLUTIONS

1. Resolution of the Mayor and Council Authorizing the Award of a Bid Contract to Earle Asphalt Company for Improvements to Mount Lucas Road for \$2,055,413.13

RESULT: ADOPTED
MOVER: Leighton Newlin
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

2. Resolution of the Mayor and Council of Princeton Authorizing Amendment #1 to the Contract with WeDriveU, Inc. for the Operation and Maintenance of the Princeton Transit Services in 2025 to Adjust the Authorized Schedule for an Increase of \$7,500.00 for a New Amount Not to Exceed \$384,664.00

Councilwoman Leticia Fraga stated there was concern from some residents that there was going to be some stops taken away in order to add the additional stops and she asked for clarification.

Councilwoman Michelle Pirone Lambros explained the resolution is the authorization to do the pilot and the schedule is still being worked on to try and accommodate everyone.

Jim Purcell, Assistant Engineer, noted he has a meeting with the service provider to discuss adjusting the schedule to provide services to residents who are attending some events later in the evenings.

Lisa Wu, in attendance with her neighbor, Ella, stated a petition was passed around and 20+ signatures were obtained in protest to the new munibus schedule. Ms. Wu stated there was a 40% cut to the schedule and as a senior apartment complex they cannot afford to not have transportation. She asked Council to reconsider reducing the hours of the munibus. Ms. Wu's neighbor, Ella, provided additional information regarding the exercise schedule at the Y and the need for the bus to be available during those times.

Councilman Leighton Newlin expressed concern about the possibility of the negative impacts on the towns most vulnerable residents and did not feel comfortable moving forward without those concerns being addressed.

Councilman David Cohen supported the idea of tabling the resolution for now, and made a motion.

RESULT: TABLED
MOVER: David Cohen
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 Correcting the Amount of the Contract Previously Authorized by Princeton Council with Jet Vac Equipment for an 800-HPR Eco Series IV Truck Mounted Jet utilizing Sourcewell National Cooperative Purchasing Contract #101221-SCA from \$231,079.01 to \$242,640.82 Due to a Pricing Configuration Error

RESULT: ADOPTED

MOVER: David Cohen

SECONDER: Michelle Pirone Lambros

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 the Award of a Contract to Allstate Office Interiors for Flooring Materials and Installation at 400 Witherspoon Street for \$145,341.86 utilizing New Jersey State Contract 23-FOOD-47764

RESULT: ADOPTED

MOVER: David Cohen

SECONDER: Michelle Pirone Lambros

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 Authorizing an Increase of \$45,000.00 to the Professional Services Agreement with Clarke Caton Hintz for Affordable Housing Monitoring and Consulting Services for a New Not to Exceed Amount of \$116,000.00

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

6. Resolution of the Mayor and Council of the Municipality of Princeton Authorizing the Execution of a Letter of Intent with McCarter Theatre Company, a New Jersey

Nonprofit Corporation, for the Sale and Purchase of a Portion of the Property Located at 101 Walnut Street, Princeton and designated as Block 31.01, Lot 105 on the Municipal Tax Maps

Trishka Cecil, Municipal Attorney, recused herself from the discussion on the matter.

Martin Miller, Executive Director of McCarter Theatre, explained the resolution presented before Council will give them the supporting document they need to apply for the state program, showing that there is a path for McCarter to use the state funds to help remediate and adaptively reuse several of the historic arts and education buildings on the Westminster site for the same purpose. It is not binding, but it does create an exciting future option for the company and the town to consider. If the tax credits are awarded, they then have a year to participate in the town's planning process for the campus and to come up with a site plan to submit for the council's review and public comment.

RESULT: ADOPTED
MOVER: Leticia Fraga
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

- 7. Resolution of the Mayor and Council Rejecting Bid for the Lease Of Public Property for a Wireless Telecommunications Facility at the Princeton Public Library and Authorizing Revisions to Bidding Materials and Re-Advertising the Lease

RESULT: ADOPTED
MOVER: David Cohen
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

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 the Hiring of Probationary Patrol Officers
- 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 Authorizing Appointments to Boards, Commissions and Committees
- 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 Authorizing Extension of Grace Period for Payment of Third Quarter, 2025 Property Taxes
- 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 Authorizing Block 7401, Lot 20 to be Added to the Princeton Tax Exempt List
- 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 Authorizing Tax Exempt Status for Various Properties in said Municipality

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-New Jersey Association of County & City Health Officials-\$24,951.00

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

8. Resolution of the Mayor and Council of Princeton Approving a Chapter 159-Special Budget Item-NJ Department of Health-Strengthening Local Public Health Capacity Program-Outbreak Preparedness-\$22,254.00

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

9. Resolution of the Mayor and Council of Princeton Approving a Chapter 159-Special Budget Item for NJ Department of Health-Strengthening Local Public Health Capacity Program-Public Health Infrastructure Grant-\$42,534.00

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

10. Resolution of the Mayor and Council of Princeton Approving a Chapter 159-Special Budget Item-NJ Department of Law & Public Safety-Body Worn Cameras Grant-\$108,014.00

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

11. Resolution of the Mayor and Council of Princeton Approving a Chapter 159-Special Budget Item-National Opioid Settlement Proceeds-\$6,088.90

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

12. Resolution of the Mayor and Council of Princeton Approving a Chapter 159-Special Budget Item-NJ DEP Community Based Deer Management Grant-\$11,750.00

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

13. Resolution of the Mayor and Council of Princeton Authorizing the Trinity Turkey Trot 5K Run/Walk on Thursday, November 27th, 2025

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

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Mayor Mark Freda opened public comment for items not on the agenda first to those attending the meeting in person then to those via "Zoom".

In Person and via "Zoom":

Members of Resistencia en Accion NJ, residents of the Princeton community, Princeton University and PHS students, community activists, and residents of neighboring communities came out in numbers to passionately urge Council to pass a resolution supporting the Immigrant Trust Act. They shared personal stories, experiences, fears, and the need for urgency in passing a resolution.

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

XIII. ADJOURNMENT

A motion to adjourn at 10:28 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
Municipal Clerk



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

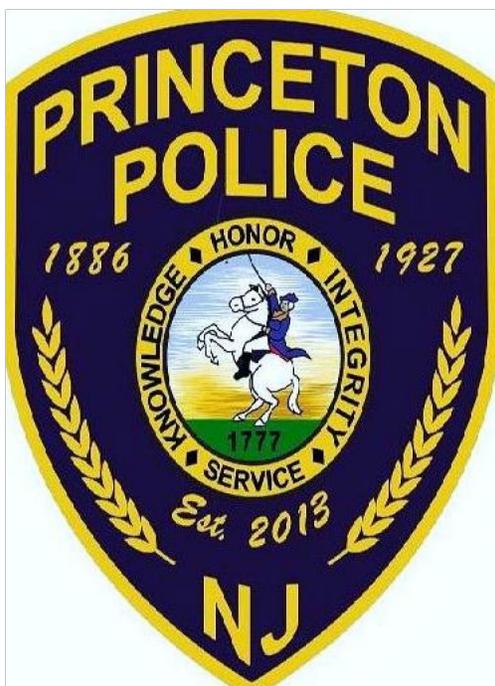
File #: 0079

Agenda Date: 11/24/2025

Agenda #: 1.

October Monthly Chief's Report

**PRINCETON POLICE
DEPARTMENT
CHIEF'S MONTHLY REPORT**



**OCTOBER
2025**

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Community Relations Bureau Monthly Report
October 2025
Activities to Note:

- *Sgt. Navas conducted four car seat installations.*
- *Sgt. Navas and the Greater Mercer TMA hosted a bicycle rodeo at the Littlebrook School.*
- *Sgt. Navas and the Greater Mercer TMA hosted a bicycle safety event at the Riverside School.*
- *Chief Solovay and Sgt. Navas went to a Special Needs Event hosted at the Princeton High School.*
- *Lt. Craven, Ptl. King, and Ptl. D. Mostrangeli assisted with an evacuation drill at the Johnson Park School.*
- *Lt. Thomas and Ptl. King assisted with an evacuation drill at the Riverside School.*
- *Ptl. King went to the Littlebrook School and read/spoke to second graders about Respect, a topic they were taught the week of October 20th.*
- *The Administration and Community Bureau assisted with Younity's Annual Communities of Lights Event.*
- *The Community Relations Bureau and Squad 2 hosted the annual Trunk or Treat event.*



ARRESTS

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>
<u>2025</u>	12	11	10	11	14	11	20	11	15	24			139
<u>2024</u>	15	14	14	12	11	15	11	15	14	13	14	12	160
<u>2023</u>	11	11	16	16	13	15	17	17	8	8	9	9	150
<u>2022</u>	16	7	19	9	17	15	11	12	10	15	11	10	152
<u>2021</u>	5	9	4	4	4	6	8	11	11	11	17	10	100
<u>2020</u>	49	38	11	7	6	8	13	7	1	8	10	1	159
<u>2019</u>	33	20	35	33	25	26	32	30	33	30	27	30	354

POLICE CALLS FOR SERVICE

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>
<u>2025</u>	2,971	3,135	3,116	3,688	3,401	3,311	3,285	3,130	3,302	3,182			32,521
<u>2024</u>	3,410	3,153	3,355	3,986	4,310	3,785	3,413	3,385	3,349	3,438	2,945	2,777	41,306
<u>2023</u>	3,116	2,989	3,011	2,925	3,335	2,897	2,617	2,737	2,899	2,969	2,700	2,655	34,850
<u>2022</u>	2,696	2,709	3,029	3,069	3,197	3,186	2,710	2,612	2,999	3,399	2,914	2,768	35,288
<u>2021</u>	1,772	1,760	2,193	2,301	2,582	2,569	2,658	2,865	3,048	3,133	2,770	2,494	30,145
<u>2020</u>	4,163	4,388	2,627	1,753	1,773	2,063	2,229	2,358	2,059	2,502	1,971	1,870	29,756
<u>2019</u>	3,163	3,361	3,849	3,507	3,808	3,749	3,496	3,482	3,378	3,988	3,455	3,045	41,632

OCTOBER OFFENSES

	<u>October 2019</u>	<u>October 2020</u>	<u>October 2021</u>	<u>October 2022</u>	<u>October 2023</u>	<u>October 2024</u>	<u>October 2025</u>	<u>YTD 2025</u>
Assault/Aggravated	1	0	0	1	1	1	1	7
Assault/Simple	6	1	3	6	1	3	5	30
Burglary	3	5	3	2	2	1	3	14
Burglary to Vehicle	5	4	2	0	2	0	0	15
Criminal Mischief	3	6	7	11	3	9	7	74
CDS Possession – Marijuana	1	0	0	0	0	1	0	2
CDS Possession – Heroin	0	0	0	0	0	0	0	2
DUI	4	4	5	4	0	4	8	36
Robbery	0	0	1	1	0	0	1	2
Sexual Assault	5	1	0	0	2	0	0	3
Theft	17	20	13	15	21	24	8	114
TOTAL	45	41	34	40	32	43	33	299

OCTOBER NON-CRIMINAL INCIDENTS

NON-CRIMINAL INCIDENTS	October 2019	October 2020	October 2021	October 2022	October 2023	October 2024	October 2025	YTD 2025
Alarms Auto	1	1	0	0	0	0	1	2
Alarms Burglar	1	2	0	0	0	0	0	3
Alarms Commercial Burglar	35	16	18	25	23	19	20	200
Alarms Commercial Fire	22	20	39	31	23	33	32	298
Alarms Fire	2	3	4	6	1	3	4	9
Alarms Medical	10	7	11	11	15	19	18	124
Alarms Other	7	6	3	3	2	7	7	50
Alarms Panic	5	6	4	3	2	3	12	38
Alarms Residential Burglar	53	26	36	34	47	47	29	378
Alarms Residential Fire	19	17	16	14	24	17	17	214
Animal Complaints	50	55	24	36	30	26	22	204
Emotionally Disturbed Person	5	6	16	11	19	20	23	161
Fire (Other) Gas, Odor of Smoke	7	8	10	16	14	14	12	148
Fire Commercial	0	0	0	0	0	1	0	5
Fire Dwelling	0	2	0	0	0	0	0	5
Fire Vehicle	0	0	0	1	1	0	0	7
Firearms Applicant	10	1	8	7	8	11	8	65
Foot Patrol	63	85	86	86	60	48	41	836
Medical Call	200	123	189	231	199	213	186	1859
Missing Person	6	1	3	3	6	2	3	30
Motor Vehicle Stop	624	72	317	552	335	444	370	4607
MVC Involving Injury	17	10	14	8	10	8	8	78
MVC No Injury	60	43	62	58	63	52	51	499
MVC No Report	8	3	6	4	12	8	13	81
MVC With Bicycle	1	1	2	0	1	0	2	12
MVC With Deer	5	4	4	3	8	5	3	19
MVC With Pedestrian	0	1	6	1	4	0	0	17
Noise Complaint	27	15	38	34	27	20	20	172
School Crossing	157	167	260	188	18	29	10	126
School Detail	45	28	7	34	46	50	48	332
Urinating in Public	4	0	3	0	0	0	0	5
Non-Criminal – TOTAL	1444	768	1186	1400	998	1100	960	10,584

OCTOBER SUMMONSES

<u>SUMMONS TYPE</u>	<u>October 2019</u>	<u>October 2020</u>	<u>October 2021</u>	<u>October 2022</u>	<u>October 2023</u>	<u>October 2024</u>	<u>October 2025</u>	<u>YTD 2025</u>
All Other (ordinances/moving)	184	43	54	105	57	132	114	1008
Careless Driving	36	24	43	38	32	24	35	303
Cell Phone	10	0	2	6	1	5	19	56
Driving While Intoxicated	4	4	5	4	0	4	8	36
Driving While Suspended	31	5	6	0	7	6	14	110
Failure to Exhibit Documents	9	2	0	9	4	10	6	77
Failure to Inspect	12	0	6	5	8	13	7	84
Failure to Wear Seatbelt	5	0	0	1	1	1	1	18
Failure to Yield to Pedestrian in Crosswalk	13	1	12	5	4	0	8	22
Maintenance of Lamps	8	0	3	2	4	10	1	51
Speeding	128	6	48	49	41	48	18	279
Uninsured Motorist	8	0	4	4	8	6	4	51
Unlicensed Driver	12	4	3	8	5	10	3	69
Unregistered Vehicle	37	3	15	38	23	40	22	370
Total Summonses	497	92	211	274	195	309	260	2534

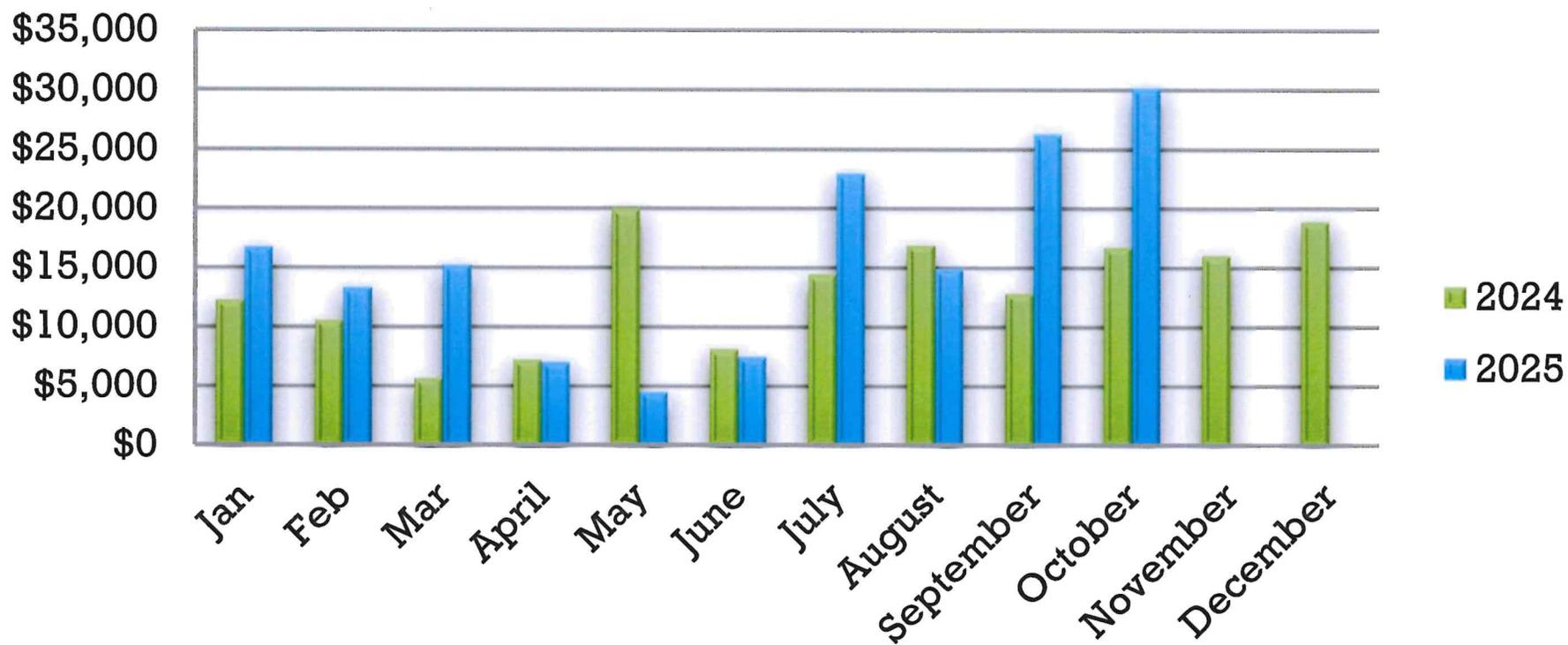
OCTOBER PARKING VIOLATIONS

<u>PARKING ORDINANCE</u>	<u>October 2019</u>	<u>October 2020</u>	<u>October 2021</u>	<u>October 2022</u>	<u>October 2023</u>	<u>October 2024</u>	<u>October 2025</u>	<u>YTD 2025</u>
Bus Zone	1	1	0	0	0	1	0	10
Loading Zone	20	39	41	23	48	100	99	892
Parking Within Designated Parking Stalls	17	16	29	17	11	33	18	247
No Parking Zones/Anytime	69	15	79	64	35	98	83	828
Park Between 2AM & 6AM 1hr Limit	135	0	0	0	218	160	67	848
Parking Limit 2 hrs Between 8AM & 6PM	79	66	35	12	42	46	75	358
Park Between 2AM & 6AM in Municipal Yard	0	0	1	0	0	0	0	29
Meters	1882	1014	1668	1335	1086	930	1187	13,125
Meter Feeding	0	0	0	0	0	0	0	0
Parking in Handicap Space	2	1	1	0	0	0	2	27
All Others	71	14	163	67	90	125	202	1258
Total - Parking Violations	2,276	1,166	2,017	1518	1530	1493	1733	17,622

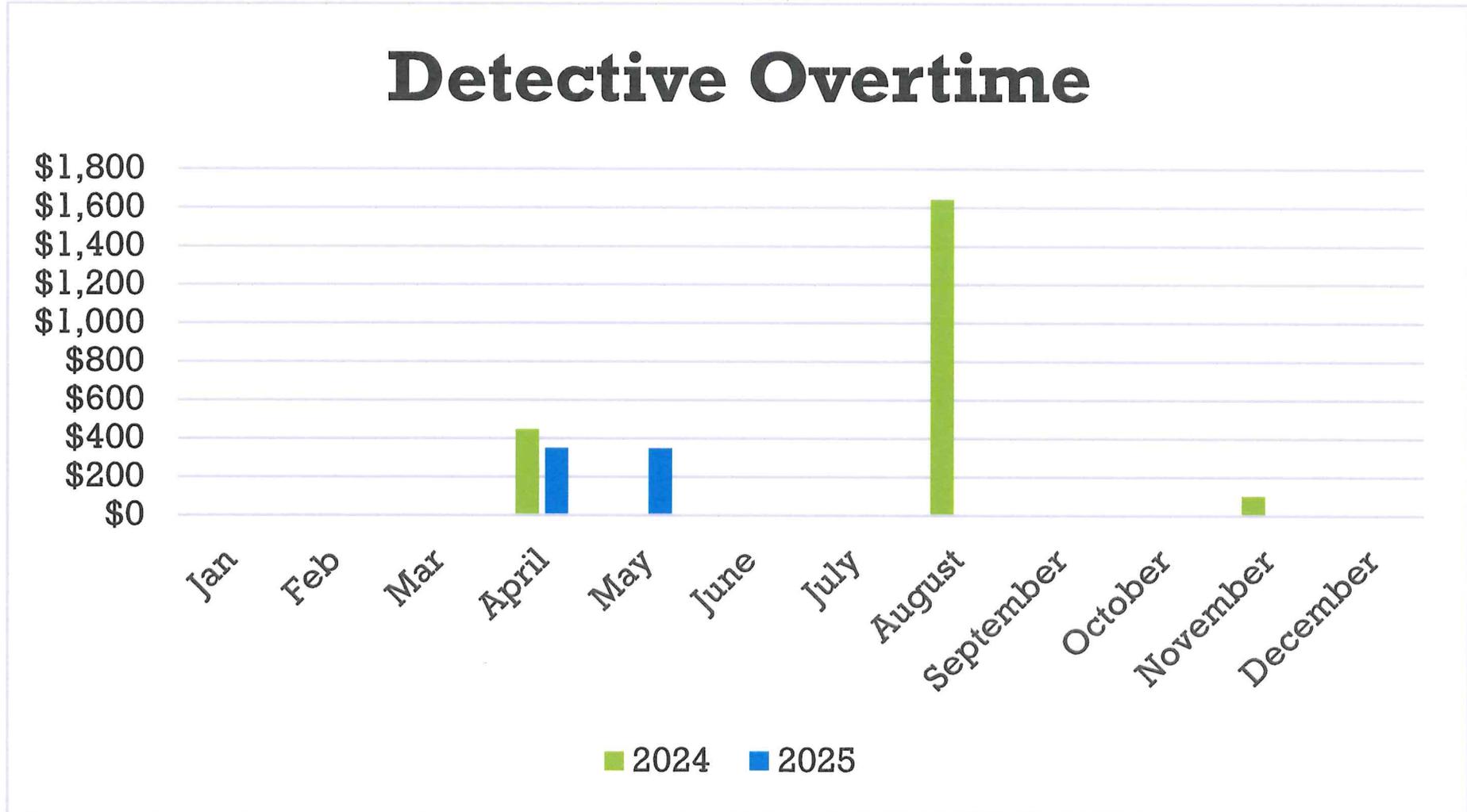
OCTOBER ORDINANCE VIOLATIONS

<u>ORDINANCE VIOLATION</u>	<u>October 2019</u>	<u>October 2020</u>	<u>October 2021</u>	<u>October 2022</u>	<u>October 2023</u>	<u>October 2024</u>	<u>October 2025</u>	<u>YTD 2025</u>
Bicycles/Skateboards Prohibited	0	0	0	0	0	0	0	5
Consumption of Alcohol in Park	0	0	0	0	0	0	0	0
Construction After Hours	0	0	0	0	0	0	0	0
Disorderly Conduct	0	0	0	0	0	0	0	1
Dog Without a Leash	0	0	0	0	0	0	0	0
False Alarm – 2 nd Offense	13	4	3	1	0	2	1	8
False Alarm – 3 rd Offense	5	0	0	0	0	1	1	2
False Alarm – 4 th Offense	3	0	2	1	0	0	0	0
False Alarm – 5 th Offense	0	0	0	0	0	0	0	0
Failure to Register Alarm	0	0	1	2	0	14	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	0	1
Left Turn Prohibited	3	1	0	0	0	0	0	2
Littering	3	0	0	0	1	1	0	0
Noise Complaint	0	0	0	0	0	0	2	2
No U-turn	0	0	0	0	0	0	0	0
Open Container	22	0	0	0	1	0	2	12
Other/Soliciting w/o Permit	1	0	0	0	0	1	0	5
Overweight Vehicle	9	2	2	7	0	1	0	4
Urinating in Public	4	0	0	0	0	0	0	2
TOTAL	67	7	8	11	2	20	6	48

Patrol Overtime



Detective Overtime





Princeton Police Department

1 Valley Road, Princeton, NJ 08540

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

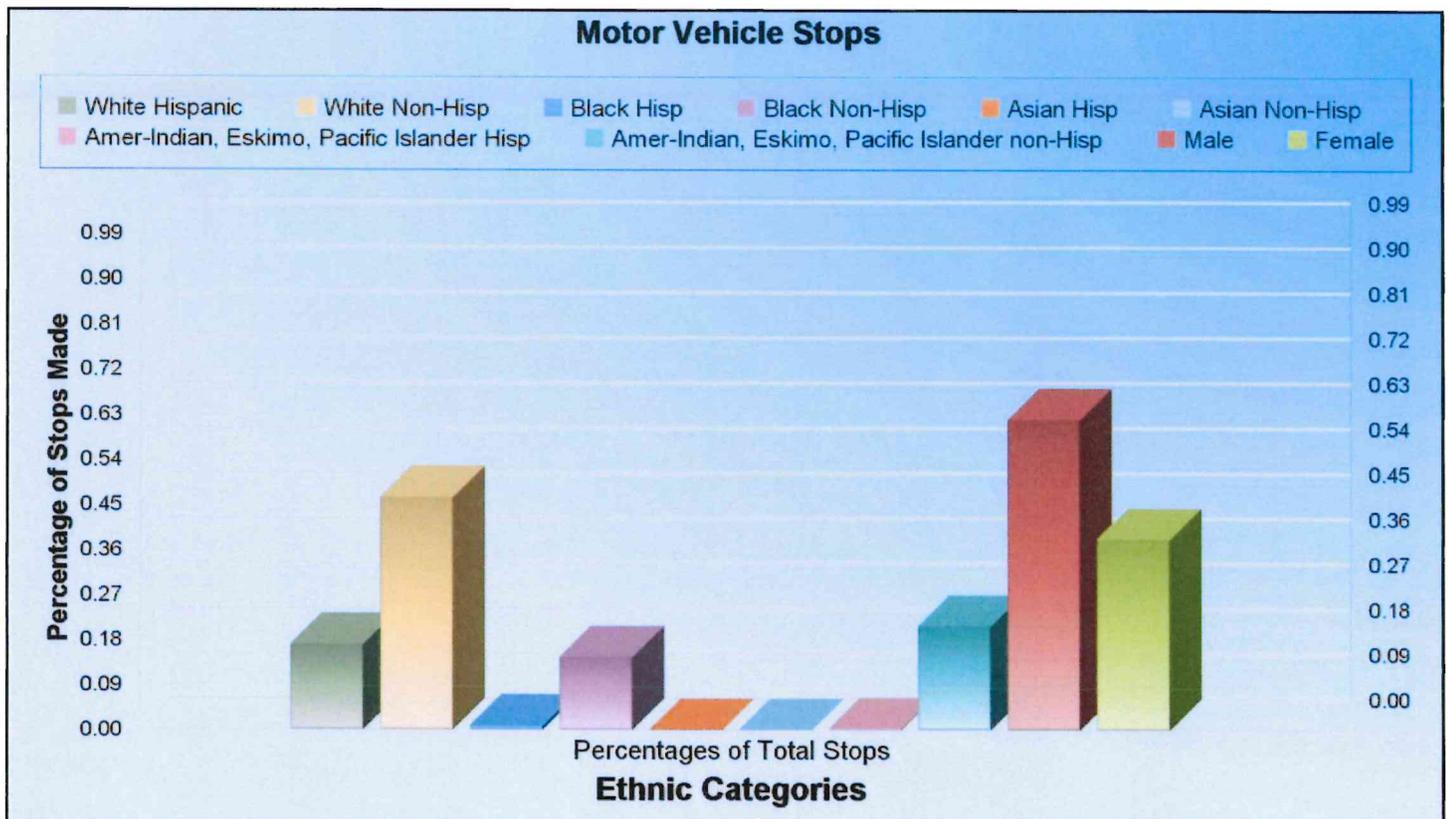
Gender & Ethnicity Report - MV Stops

Total MV Stops: 370

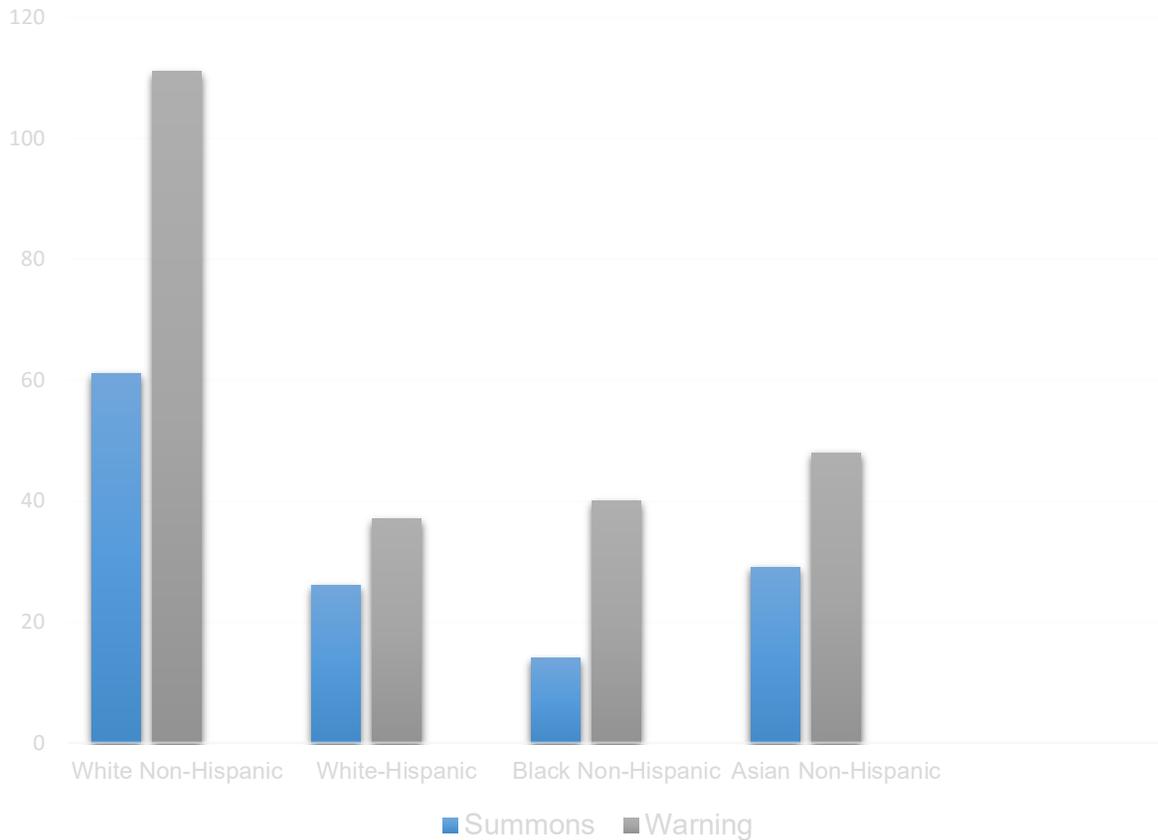


Gender / Ethnic breakdown shown in percentages of overall number of MV Stops

Race Code	Total #	Percentage
White Hisp.	63	17.03%
White Non Hisp.	172	46.49%
Black Hisp.	3	0.81%
Black Non-Hisp.	54	14.59%
Native Amer/Eskimo Hisp.	0	0.00%
Native Amer/Eskimo Non-Hisp.	0	0.00%
Asian Hisp.	1	0.27%
Asian Non-Hisp.	77	20.81%
Male	229	61.89%
Female	141	38.11%



OCTOBER 2025 Summons vs. Warning by Race



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

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

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

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

**PRINCETON POLICE DEPARTMENT
OCTOBER 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>	<u>2025</u>
<u>VEHICLES INVOLVED</u>	714	869	922	1077	1041	1064	<u>ROAD CONDITIONS</u>						
							Dry:	320	427	440	505	493	510
<u>INJURIES INVOLVED</u>	76	91	86	108	91	89	Wet:	68	40	55	74	59	50
							Snow:	4	14	4	0	11	14
<u>CRASHES WITH INJURIES</u>	63	73	69	78	77	79	Ice:	1	1	8	1	4	3
							Other:	0	0	1	0	0	0
<u>PROPERTY DAMAGE CRASHES</u>	49	43	64	71	49	56	TOTAL:	393	482	508	580	567	577
							<u>CRASHES INVOLVING DEER</u>	25	21	17	20	22	19
							<u>SUMMONS ISSUED</u>	316	383	474	419	528	517
<u>DAYLIGHT/DARKNESS</u>							<u>CRASHES INVOLVING PEDESTRIANS</u>						
Daylight:	320	405	409	492	483	483	Injury:	8	16	5	7	11	17
Darkness:	73	77	99	88	84	94	Non-Injury:	0	2	0	1	0	0
Unknown:	0	0	0	0	0	0	Fatal:	0	1	0	0	0	0
TOTAL:	393	482	508	580	567	577	Other:	0	0	0	0	0	0
<u>NUMBER OF CRASHES BY DAY</u>							<u>CRASHES INVOLVING BICYCLISTS</u>						
Unknown:	0	0	0	0	0	0	Injury:	6	5	4	9	9	11
Monday:	61	64	65	97	67	89	Non-Injury:	0	3	0	1	3	0
Tuesday:	61	87	78	91	102	102	Fatal:	0	0	0	0	0	0
Wednesday:	63	66	97	86	87	90	Other:	0	0	0	0	0	0
Thursday:	53	77	97	113	99	87	<u>CRASHES INVOLVING MOTORCYCLES</u>						
Friday:	71	75	74	98	88	109	Injury:	0	1	3	2	1	4
Saturday:	53	71	55	40	64	67	Non-Injury:	0	0	0	0	0	0
Sunday:	31	42	42	55	60	33	Fatal:	0	0	0	0	0	0
TOTAL:	393	482	508	580	567	577	Other:	0	0	0	0	0	0
<u>TIMES OF DAY</u>							<u>FATAL CRASHES</u>	0	1	1	1	0	1
0001 - 0100:	2	2	5	3	7	1	<u>PRIVATE PROPERTY LOCATIONS</u>	45	57	99	51	49	72
0101 - 0200:	0	6	3	0	4	3	<u>WEATHER CONDITIONS</u>						
0201 - 0300:	3	0	6	3	2	3	Overcast:	2	38	3	0	2	1
0301 - 0400:	1	0	0	0	1	0	Snow:	4	13	10	2	71	14
0401 - 0500:	1	1	0	2	1	4	Rain:	47	22	34	55	40	35
0501 - 0600:	3	0	2	5	5	4	Clear:	340	409	461	523	454	527
0601 - 0700:	7	3	5	9	10	6	TOTAL:	393	482	508	580	567	577
0701 - 0800:	22	18	24	19	24	24							
0801 - 0900:	26	21	35	46	40	39							
0901 - 1000:	17	27	27	36	40	27							
1001 - 1100:	27	24	32	31	38	27							
1101 - 1200:	29	42	33	37	41	40							
1201 - 1300:	39	47	33	44	40	54							
1301 - 1400:	38	45	39	39	43	52							
1401 - 1500:	34	48	34	51	55	42							
1501 - 1600:	40	38	52	51	47	51							
1601 - 1700:	17	43	38	58	44	49							
1701 - 1800:	28	39	50	50	40	46							
1801 - 1900:	17	24	26	28	26	33							
1901 - 2000:	17	15	23	28	22	26							
2001 - 2100:	7	17	14	11	14	16							
2101 - 2200:	8	8	11	12	11	13							
2201 - 2300:	4	10	9	9	7	13							
2301 - 2400:	6	4	7	8	5	4							
Unknown:	0	0	0	0	0	0							
TOTAL:	393	482	508	580	567	577							

USE OF FORCE **2025**

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

January	25-00202 (UOF), 25-00466 (SOF)
February	-
March	25-06664 (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.)



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: 0081

Agenda Date: 11/24/2025

Agenda #: 1.

Stormwater Utility Feasibility Study Phase 2 Presentation to Mayor and Council by Department of Engineering

Municipality of Princeton
Stormwater Feasibility Study- Phase 2
Council Update

November 24, 2025



Introduction

This report provides an outline and summary update of the Stormwater Utility Feasibility Study (the Study) and what has been accomplished to date in Phase II of the study, as well as what will be accomplished in future phases should the Council vote to move forward into Phase 3. The text of this document is intended to provide additional context to the accompanying slide presentation included herein as *Appendix A*.

Executive Summary

The Municipality of Princeton is under obligation to comply with all MS4 permit mandates, many of which are a continuation of existing requirements and some are new initiatives which must be institutionalized no later than 2027. The MS4 permit requires additional resources to undertake the activities and systemic changes to achieve compliance and increase safety and resilience in the face of increasing threats from flooding and degraded water quality. The current revenue budgeted for stormwater within the General Fund is not sufficient to meet the permit demands. The funds needed for permit compliance activities must be provided, and the opportunity exists to achieve target revenue goals with a more equitable distribution under a utility than an increase in a tax-based charge based on property value. Additionally, a utility provides a source of dedicated funding for these expenditures in lieu of the many priorities competing for General Fund resources.

A decision to move from Phase 2 to Phase 3 of the Study is not a decision to implement a utility, but to finalize the recommendations on policy, rate structure, long-range capital planning, and resource planning to outline an appropriate level of service to meet mandates and address infrastructure resiliency. With refinement of the recommendations and the finalizing of critical operational policies and financial plans, a decision to fund the long-term stormwater program as a utility can then be made by Council in Phase 3.

Phase 1: Study Activities and Findings

Phase 1 of the Study assessed the Municipality's current stormwater program to understand where resources are currently being spent and where needs exist, analyzed by the categories of Administration, Engineering, Planning and Inspections, Operations and Maintenance, and Capital Improvements. As evidenced by the result of the 2025 MS4 Permit audit by NJDEP, current staffing is not sufficient to maintain compliance or meet the increased requirements set forth in the most recent MS4 Permit. A shift from reactive to proactive system planning is needed to address water quality protection, watershed planning, and flood mitigation in a cost-effective way.

This phase of the study looked at how the current tax base funds the stormwater program and potential shift in cost burden to the community under a utility. The findings showed that the burden on residential properties would be reduced and redistributed to other property types based on area of impervious surface, distributing costs to both taxable and

non-taxable properties. An initial land cover analysis was performed to calculate impervious areas by property class.

Additionally, Phase 1 launched the initial stakeholder engagement effort to educate and solicit feedback from diverse and representative community interest groups with the formation of the Stormwater Focus Group (SFG) that included members of the education, business, faith-based, governmental and residential communities.

Phase 2: Current Phase - Rate Structure Options and Public Education

Based on the findings of Phase 1 of the Study, Phase 2 focused on the preparation of a level of service options analysis to meet all of the MS4 Permit requirements, including capital projects plan identified at the time of analysis. The level of service options focused on the four categories of Administration, Engineering, Planning and Inspections, Operations and Maintenance, and Capital Improvements. A 10-year financial forecast for capital and operations includes personnel to meet the MS4 Permit mandates, increased focus on maintenance of the existing systems, capital projects, and general expenses for a utility operation. Various options were considered.

Continued and consistent engagement with the SFG, additional meetings with key stakeholder groups including Princeton University, other private education institutions, government, faith-based and others, as well as one open public meeting and one presentation to Council, were held to educate and solicit feedback for consideration of the future stormwater program and potential fees.

The state-required credits and incentives policies were analyzed and presented for input by the Steering Committee and SFG. The Municipality's existing stormwater ordinances were reviewed, and potential updates were summarized to provide context for what changes would need to be considered in the future to support a permit-compliant program.

To conclude the analysis of the Phase 2 portion of the Study, the level of service options for the future program were defined based on municipal staff and SFG feedback. An inventory of policy options that impact cost distribution across the community along with identification of various assumptions, completed the Phase 2 work. An inventory of questions including but not limited to level of service and rate options will become part of the work to answer in Phase 3.

Phase 3: Look Ahead - Utility Formation Process

With more robust engagement of the Council, the Steering Committee, SFG, and the public, Phase 3 will focus on program policies, the stormwater operational program plan, and the implementation of new funding. With the consultant team, each of these areas will be examined through a series of deliberative memorandums and/or presentations to the I&O and Finance Committees, as well as the full Council.

- Consideration of a single-family tiered rate structure to increase equity in cost allocation.
- A stormwater level of service program distributed across the four service areas.
- A policy addressing the shift of current stormwater services within the General Fund to a dedicated revenue of the utility.
- Final rate structures for the utility.
- The balance of an annual rate of investment in stormwater (as measured by the charge per parcel) and the long-term program necessary to achieve permit-required and infrastructure management activities.
- The credit and incentives policies refined to meet the intent of the Clean Stormwater and Flood Mitigation Act (state enabling legislation).
- Municipal ordinance updates to reflect current and future stormwater program needs.
 - Includes potential adoption of the Stormwater Utility Ordinance and schedule for its implementation.

During Phase 3, the public engagement strategy must be advanced and augmented to increase awareness and education about the challenges facing the Municipality and how a utility would address these issues. The consultant team, partnered with the municipal staff and Council, would host a series of workshops, open-houses, meet-ups and other public informational sessions to Inform the public, answer questions, and clarify policies.

Appendix A

STORMWATER UTILITY FEASIBILITY STUDY

MUNICIPALITY OF PRINCETON



Phase 2 Final Report and Phase 3 Preview



November 24, 2025 Council Meeting



MUNICIPALITY OF
PRINCETON 42

STORMWATER UTILITY FEASIBILITY STUDY

4 Distinct Phases:

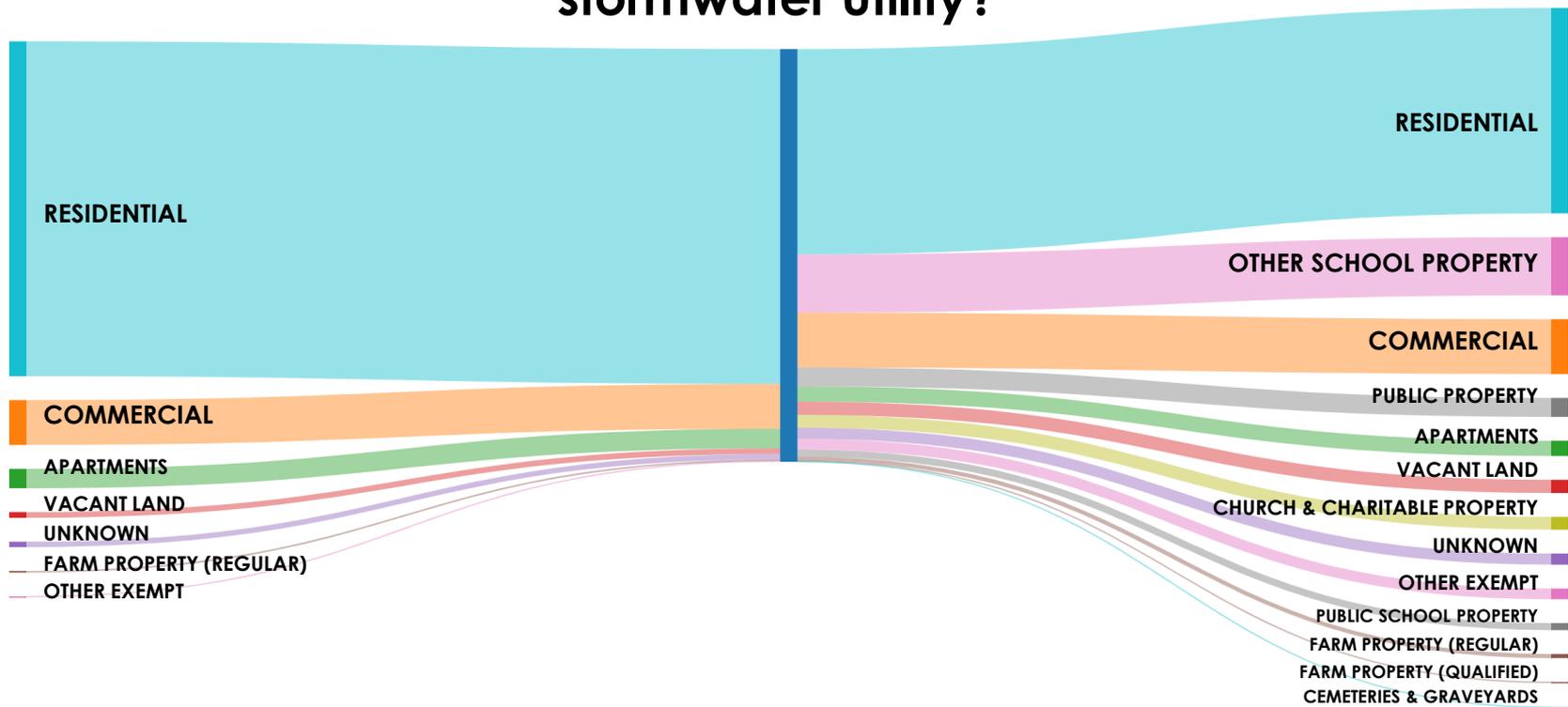
1. Phase 1 – System Inventory - *what do we do and what is missing?*
2. Phase 2 – Public outreach and analysis of potential utility program plan, costs, and rates
3. Phase 3 – Public outreach, plan documentation, and utility creation and implementation
4. Phase 4 – Public education / outreach and implementation support post-utility creation

Current Status of Stormwater Program

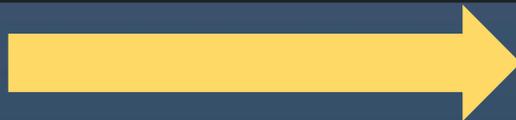
- ✓ **Staff are overextended in maintaining MS4 permit compliance – Audit Spring 2025**
 - ✓ **Other infrastructure work is lagging**
 - ✓ **Proactive maintenance work and documentation is needed**
- ✓ **Major investments are needed in stormwater maintenance and construction projects**
- ✓ **Need to shift from reactive to proactive system planning for flood reduction and mitigation**
- ✓ **Resiliency planning is critical**



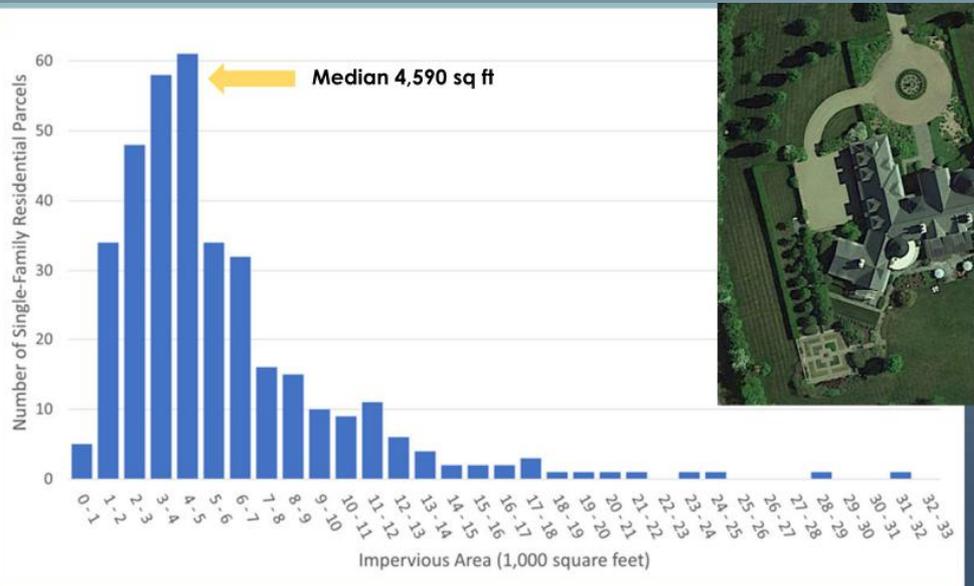
Who currently pays for stormwater and how could it change with a stormwater utility?



Made with SankeyMATIC



Phase 1 Deliverables



HISTOGRAM OF 360 SINGLE-FAMILY RESIDENTIAL PARCELS

- ✓ Defined Existing Conditions and Services
- ✓ Identified Staffing and Organization Roles
- ✓ Identified Key Policies including cost allocation methodology and rate structure for various land use categories
- ✓ Completed an Initial Land Cover Analysis
- ✓ Reviewed Equity in Current Revenue Structure

Phase 2 Deliverables



- ✓ Prepared multiple cost of service program options with 10-year capital and operations budget forecasts
- ✓ Engaged with focus group and stakeholders for feedback and input on program and fee
 - ✓ 8 stakeholder meetings
 - ✓ 6 focus group meetings
- ✓ Held 2 public meetings
- ✓ Refined program, policies, and rate options to formulate a draft rate model and impact analysis
- ✓ Summarized potential stormwater ordinance updates

Level of Service Plan Considerations

- ✓ **Priority mission is to maintain MS4 stormwater permit compliance**
- ✓ **The Plan addresses Administration, Engineering/Planning/ Inspections, Operations & Maintenance, and Capital Improvements LOS**
- ✓ **The advisory focus group supports this prioritization for the LOS:**
 - ✓ **Planning**
 - ✓ **Transitioning to a proactive approach and using added-value practices on existing projects**
 - ✓ **Cooperating regionally**
 - ✓ **Being accountable and transparent**

Cost Model Considerations

- ✓ **10-year cost projection meeting the level of services plan**
 - **Driven by multiple LOS scenarios for revenue and phased implementation**
- ✓ **Keep existing expenditures in the general fund or move to the utility**
- ✓ **Forecast additional personnel resources (in-house / contract / combination) to create a centralized organization unit with full accountability**
- ✓ **Credit policy criteria and maximum revenue impact**

Credit Considerations

- ✓ **NJ stormwater utility legislation requires the inclusion of credits**
- ✓ **Provides an incentive for rate payers to make quality and quantity improvements**
- ✓ **Designed to be able to adjust with the program as it changes over time**
- ✓ **Total credit valuation should be limited to ensure steady service fee revenue**
- ✓ **The focus group discussed:**
 - ✓ **3 increasing levels of partial fee reduction**
 - ✓ **Qualifying criteria for the credit system in Princeton**

Phase 3 Look Ahead

- ✓ Robust stakeholder and focus group input and public outreach
- ✓ Program Level of Service – what program priorities must be addressed and what services are developed over time?
- ✓ Policies – how to distribute costs to property owners
 - Rate – what is the best rate structure based on need, cost distribution?
 - Credits, Appeals, Exemptions – what meets legal mandate?
 - Internal management of the utility – what processes to be used/role clarification?
- ✓ Draft Stormwater Utility Ordinance – what must be covered by ordinance?
- ✓ Draft Master Account File Developed – how much will each individual parcel be charged?

***Before a decision can be made to create a Stormwater Utility,
Council must approve all policies, program, and fees developed in
Phase 3***

***The mechanism to create a Stormwater Utility is an Ordinance
adopted by Mayor and Council after a public hearing***



Thank you



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: 0080

Agenda Date: 11/24/2025

Agenda #: 2.

Long Range Capital Plan Presentation

LONG TERM CAPITAL PLANNING

TABLE OF CONTENTS

Current & Anticipated Capital Projects

New Revenue Sources to Fund Projects

Timing of Expenses and Revenues

Interaction with Operating Budget

External Factors which may Impact Projections

Next Steps

- **Roads:** Regular maintenance; Streetscape, Pedestrian, and Bike Improvements: Harrison Corridor, Hamilton-Wiggins Corridor, Route 27, Great Road, Elm Road
- **Property Acquisitions:** WCC, open space
- **Buildings:** Firehouse Addition/Renovation, River Road DPW Facility, Westminster Renovations and Rehabilitation
- **Stormwater Infrastructure Improvements:** Green infrastructure (rain gardens, bio-retention basins, constructed wetlands, green streets), culvert replacements
- **Recreation:** CP South, Grover Park improvements
- **Sanitary Sewer Upgrades**

Current & Anticipated Capital Expenses

Offsets – New Revenue Sources

Applied to Capital Debt

- Non-tax recurring revenues: PILOTs and Voluntary Payments, Parking revenues, Grants and Donations
- New tax revenues: ratable increases from 1) 4th round Affordable Housing – municipal share; and 2) from historic rate of new development
- Debt reduction from monetizing underutilized public assets

Reserved for Operating Budget cost escalation

- New Hotel Tax, STR revenue, reverse tax appeals, PILOTs above pro forma projections

Reserved for Sanitary Sewer capital expenses:

- Sewer connections fees, sewer usage fees

- Consider when new facilities are needed
- Consider when existing debt is retired (both general obligation bonds and parking utility bonds)
- Consider staff capacity to implement ongoing maintenance activities (roads, stormwater infrastructure). Adjust schedule of investments accordingly.
- Consider timing for new revenue sources coming online
- Consider timing for monetization of underutilized public assets
- Consider timing for repayment of Open Space acquisition costs
- Consider timing for transition from “notes” (interest-only financial instruments) to “bonds” (principal and interest financial instruments)

Timing

Interactions with Operating Budget

We are aware that there are some unusual stressors affecting the operating budget in coming years – adding career firefighters, skyrocketing health insurance premiums, loss of federal funding for certain types of programs, climate change related costs, and Westminster campus operating expenses.

For this reason, we have dedicated all existing streams of revenue to the operating budget and tried to be conservative by reserving some new sources of revenue not just for debt service but also to offset operating shortfalls.

External Factors which may Impact Fiscal Projections

Availability of Open Space funds

Impact of Potential Stormwater Utility

State & Federal Grants

Private Donations

Next Steps

We will hold a Council Retreat soon to quantify capital budget tax implications over the coming 5-6 years and prioritize capital spending to minimize the impact on tax-payers.

This meeting will be noticed and open to the public

THANK YOU

Council Finance Committee

David Cohen, Chair

Michelle Pirone Lambros

Brian McDonald



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: ORD 25-18

Agenda Date: 11/24/2025

Agenda #: 1.

An Ordinance by the Municipality of Princeton Revising the Definition of “Minor Site Plan”; Modifying Certain Provisions Pertaining to Administrative Approvals and Zoning Permits; Updating the Checklist for Minor Site Plan Applications; and Amending the “Code of the Borough of Princeton, New Jersey, 1974” and the “Code of the Township of Princeton, New Jersey, 1968.” - Roll Call



MUNICIPALITY ^{of} PRINCETON

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

MEMORANDUM

To: Princeton Mayor and Council
From: Justin Lesko, AICP, PP – Planning Director *JL*
Date: November 7, 2025
Subject: **Ordinance 2025-18: Revising the Definition of “Minor Site Plan”; Modifying Certain Provisions Pertaining to Administrative Approvals and Zoning Permits; Updating the Checklist for Minor Site Plan Applications**

The Princeton Council referred Ordinance #2025-18 to the Planning Board for master plan consistency review pursuant to N.J.S.A. 40A:55D-26a. The Planning Board reviewed the ordinance in a regular meeting open to the public on November 6, 2025.

By a unanimous vote, the Board found Ordinance #2025-18 to be substantially consistent with the Princeton Master Plan and recommended approval of the ordinance.

My memo to the Board as well as my memo to the Council alongside introduction of this ordinance are attached to this document.

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



MUNICIPALITY ^{of} PRINCETON

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MEMORANDUM

To: Princeton Mayor and Council
From: Justin Lesko, AICP, PP – Planning Director *JL*
Date: October 31, 2025
Subject: **Ordinance 2025-18: Revising the Definition of “Minor Site Plan”; Modifying Certain Provisions Pertaining to Administrative Approvals and Zoning Permits; Updating the Checklist for Minor Site Plan Applications**

The Princeton Council has referred Ordinance #2025-18 to the Planning Board for master plan consistency review pursuant to N.J.S.A. 40A:55D-26a. The ordinance was introduced on October 27th and is scheduled for a public hearing on November 24th.

The proposed ordinance makes the following changes to procedures governing minor site plan applications, administrative waiver of site plan applications and zoning permits:

- changing the definition of a minor site plan to require any application seeking stormwater relief, conditional use approval, subdivision approval, or variance approval to apply as a major site plan, thus removing the step of minor site plan committee review for classification, but continuing the requirement of a public hearing at the Planning Board;
- removing minor site plan checklist requirements that would become obsolete based on the aforementioned change;
- adding an expiration date to administrative waiver of site plan approvals of 12 months if construction permits are not obtained;
- harmonizing the expiration of zoning permits in the former Township with the same regulations of the former Borough.

This ordinance is related to the Land Use Goal of the Princeton Master Plan to streamline review, permitting and approval procedures. The Board shall determine if they find the ordinance consistent with the Master Plan and provide any comments to Council.



MUNICIPALITY ^{of} PRINCETON

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Princeton, NJ 08540
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MEMORANDUM

To: Princeton Mayor and Council
From: Justin Lesko, AICP, PP – Planning Director *JL*
Date: October 24, 2025
Subject: **Ordinance 2025-18: Revising the Definition of “Minor Site Plan”; Modifying Certain Provisions Pertaining to Administrative Approvals and Zoning Permits; Updating the Checklist for Minor Site Plan Applications**

Attached for Mayor and Council’s consideration is an ordinance making the following changes to procedures governing minor site plan applications, administrative waiver of site plan applications and zoning permits:

- changing the definition of a minor site plan to require any application seeking stormwater relief, conditional use approval, subdivision approval, or variance approval to apply as a major site plan, thus removing the step of minor site plan committee review for classification, but continuing the requirement of a public hearing at the Planning Board;
- removing minor site plan checklist requirements that would become obsolete based on the aforementioned change;
- adding an expiration date to administrative waiver of site plan approvals of 12 months if construction permits are not obtained;
- harmonizing the expiration of zoning permits in the former Township with the same regulations of the former Borough.

Once introduced, this ordinance will be referred to the Planning Board to review for master plan consistency. That review is expected to take place at one of the Board’s two scheduled November meetings.

Please reach out if there are any questions or concerns about the ordinance at this time.

Ordinance #2025-18

AN ORDINANCE BY THE MUNICIPALITY OF PRINCETON REVISING THE DEFINITION OF “MINOR SITE PLAN”; MODIFYING CERTAIN PROVISIONS PERTAINING TO ADMINISTRATIVE APPROVALS AND ZONING PERMITS; UPDATING THE CHECKLIST FOR MINOR SITE PLAN APPLICATIONS; AND AMENDING THE “CODE OF THE BOROUGH OF PRINCETON, NEW JERSEY, 1974” AND THE “CODE OF THE TOWNSHIP OF PRINCETON, NEW JERSEY, 1968.”

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

Section 1. Definition of “minor site plan” in section T10B-2 of the “Code of the Township of Princeton, New Jersey, 1968” amended. The definition of “minor site plan” set forth in section T10B-2, “Definitions”, of the “Code of the Township of Princeton, New Jersey, 1968” (“Township Code”) is hereby amended to read as follows (new text is underlined thus; deleted text is in brackets [thus]):

MINOR SITE PLAN — A development of one or more lots, that: (a) [proposes new development within the scope of development specifically permitted by ordinance as a minor site plan] does not require the development of on-site stormwater management pursuant to section T10B-227.1 of this chapter, subdivision approval pursuant to section T10B-139, relief pursuant to N.J.S.A. 40:55D-51b, -70c or -70d, or conditional use approval pursuant to N.J.S.A. 40:55D-67; (b) does not involve planned development, any new street or extension of any off-tract improvement that is to be prorated pursuant to Section 30 of the Municipal Land Use Law (N.J.S.A. 40:55D-42), or development within a designated redevelopment area pursuant to an adopted redevelopment plan; and (c) contains the information reasonably required in order to make an informed determination as to whether the requirements established by this chapter [for approval of a minor site plan] in Article X, Division 2 have been met.

Section 2. Section 10B-206 of the Township Code pertaining to administrative approvals of certain types of development proposals. Section 10B-206, “Exemptions,” of the Township Code is hereby amended to read as follows (new text is underlined thus; deleted text is in brackets [thus]):

§ T10B-206 Exemptions.

The following are exempt from the requirements of this article:

- (a) Minor subdivisions.
- (b) Individual lot applications for detached one-dwelling unit or two-dwelling-unit buildings permitted as of right under applicable zoning regulations, and structures and uses incidental thereto; but this exemption shall not apply wherever three or more dwelling units are proposed to be constructed under common ownership or control on contiguous lots or on lots within the same subdivision under construction permit issued during the same period of 12 months beginning with the date of the first permit issued.
- (c) Any development proposal which is for a permitted use or an approved conditional use which the zoning officer and municipal engineer determine will have no detrimental impact, as measured by the criteria and standards set forth in section T10B-226, if the planning director concurs, provided that the development does not increase the degree of noncompliance or create a new noncompliance with respect to any bulk regulations set forth in this Chapter. The request for exemption shall be made by the filing of a classification application pursuant to the provisions of section T10B-207(a). If the development is found to be exempt under this paragraph, the zoning officer, municipal engineer, and planning director shall confirm this by placing the notation “exempt under section T10B-206(c)” on the submitted plan and by signing and filing the plan with the Planning Board. Any such exemption shall expire 12 months after its date of issuance unless within such period a construction permit has been obtained.
- (d) Any development proposal for which the municipality is the applicant.

- (e) The demolition of a detached one dwelling-unit or two dwelling-unit building which is not a part of a development project for which site plan approval is otherwise required.
- (f) Any building or use permitted as of right on a lot of 30 acres or more in the E-2 district in the former Borough consisting of 5,000 square feet of building area or less or a parking area of 10 or fewer parking spaces that are 150 feet or more distant from a public street.

Section 3. Section 10B-207.1 of the Township Code pertaining to Princeton’s minor site plan application checklist amended. Section 10B-207.1, “Minor site plan checklist,” of the Township Code is hereby amended to read as follows (new text is underlined thus; deleted text is in brackets [thus]):

§ T10B-207.1 Minor site plan checklist.

The following checklist is designed to inform applicants as to what is required in preparing minor site plans for board review. Applicants shall check off items to confirm that they are included as part of the submission. Checklist items omitted can result in the application being found incomplete and therefore delay consideration by the Board. Utilities, details, profiles, etc. may be shown on separate sheets. This checklist must be submitted with the application. Applications filed which include a waiver request for any of the checklist items, shall be accompanied by a written statement in support of each waiver request.

*The total number of copies to be submitted is dependent upon which board hears your application. This information can be found in the cover sheet of the application.

(a) General Requirements:

- (1.) Completed application form (original + five copies).
*Maximum number of copies required is 30.
- (2.) Complete site plan and architectural drawings signed and sealed by an appropriate professional pursuant to State licensing requirements (14 copies). Plans are not to exceed 24 inches by 36 inches and all sheets must be the same size.

All plans must be collated and folded. *Maximum number of copies required is 30.

(3.) Application and Escrow Fees. Separate checks are required.

(4.) Completed W-9 and escrow agreement.

(5.) Fire Protection Plan in accordance with municipal code Section T10B-109.1 through § T10B-109.4 (six copies). *Maximum number of copies required is 30.

a. Fire protection map (14 copies, *Maximum number of copies required is 30, indicating:

1. Existing and proposed hydrants.
2. Distances between hydrants.
3. Distances to nearest hydrant.
4. Water main location, size and location where supply is coming from.

b. Narrative containing information regarding the relevant fire protection sector as well as distances and spacing of fire hydrants (14 copies, *Maximum number of copies required is 30.) This information must also include:

1. Exposure distances.
2. Accessibility of fire hydrants.
3. Demonstrating that fire flows at nearby fire hydrants, meets or exceeds municipal standards.
4. Size and type of building construction.
5. Intended use and occupancy of building.
6. Fire protection practices.

(6.) Completed checklist (original + five copies). *Maximum number of copies required is 30.

(7.) Letter from the Tax Collector stating that all taxes and assessments are paid to date.

[(8.) If applicable, completed variance appeal form and/or conditional use form (original + five copies). *Maximum number of copies required is 30.]

(~~8~~[9].) Submission of historic preservation plan when the property is located in a historic district or historic buffer district, pursuant to municipal ordinances including:

- a. Photographs of the property in question and surrounding properties.
- b. Product specifications, where appropriate.
- c. Elevations and details for proposed new construction.
- d. Floor plans.
- e. Documentation sufficient to demonstrate how the proposed improvement appears in context.
- f. Archaeological and historic sites survey.
- g. Archaeological and historic sites construction protocol.
- h. Delineated historic protection area or pre-mapped historic preservation area.
- i. When available, historic photographs, maps, plot plans and other historic site documentation.
- j. Plot plan of property showing location of all existing and proposed structures, with relationship to surrounding buildings on adjoining properties, zoning setback, driveways(s), and existing and proposed utilities.

(~~9~~[10].) If the project involves affordable housing the following must be provided:

- a. Floor plans showing the location of low and moderate income units indicating whether the unit is a one-bedroom, two-bedroom or three-bedroom unit.
- b. A table listing the number of low and moderate income units, the size of the units and the number of bedrooms.

- c. For units proposed to be for sale, the affordable housing agreement, repayment mortgage and repayment mortgage note.
- d. For units proposed for rental, declaration of covenants, conditions and restrictions, and affordable housing agreement for rental properties.

{remainder of §T10B-207.1 unchanged}

Section 4. Section 10B-325 of the Township Code pertaining to issuance or denial of zoning permits amended. Section 10B-325 of the Township Code pertaining to the issuance or denial of zoning permits is hereby amended to read as follows (new text is underlined thus; deleted text is in brackets [thus]):

§ T10B-325. Issuance or denial; expiration; extensions; renewal.

- (a) The development enforcement officer, after receiving a complete and properly prepared request, shall issue a zoning permit if he finds that the proposed use and structure or parking lot complies with the provisions of this article and with other applicable provisions of this chapter and other ordinances of the municipality. Otherwise he shall deny the request.
- (b) Every zoning permit shall expire if the work authorized has not been commenced within 12 months after the date of issuance or has not been completed within two years from such date. The development enforcement officer may, for cause, authorize in writing one permit extension of 12 additional months for the commencement of the work and one permit extension of two additional years for the completion of work actually under way, upon the payment of the appropriate fee per section T10B-32; provided, that in the interim since the issuance of the permit, no zoning amendment or other code or regulation affecting the subject property shall have been enacted and that there is pending no published notice of a public hearing or other procedure directed toward such an amendment, code or regulation. When no further extension can be granted, application may be made for a new permit.

Section 5. Referral to Princeton Planning Board. A copy of this ordinance as amended shall be referred to the Princeton Planning Board for review pursuant to N.J.S.A. 40A:55D-26a.

Section 6. Repealer. Any article, section, paragraph, subsection, clause, or other provision of the Township Code or Borough Code inconsistent with the provisions of this ordinance is hereby repealed to the extent of such inconsistency.

Section 7. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

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

Dawn M. Mount, RMC, Clerk

Hon. Mark Freda, Mayor

STATEMENT OF PURPOSE: The purpose of this ordinance is to amend Princeton's regulations pertaining to minor site plans by: (a) revising the definition of "minor site plan" in section T10B-2 of the Code; modifying the checklist for minor site plan applications; establish an expiration period for administrative approvals of certain types of development proposals; and add to the zoning regulations of the former Princeton Township the same expiration provisions pertaining to zoning permits as currently exist in the zoning regulations of the former Princeton Borough.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: ORD 25-19

Agenda Date: 11/24/2025

Agenda #: 1.

An Ordinance by the Municipality of Princeton Regarding Tree Removal Permit Requirements and Amending Chapters 22 and 10B of the “Code of the Township of Princeton, New Jersey, 1968.”- (Public Hearing: December 22, 2025)- Roll Call



MUNICIPALITY OF PRINCETON

Department of Infrastructure
& Operations

400 Witherspoon Street

Princeton, NJ 08540

(609) 921-7077

engineering@princetonnj.gov

MEMORANDUM

To: Mayor and Council
From: Deanna Stockton, *Deputy Administrator*
Subject: Ordinance to Amend Chapter 22 and 10B Subsection 227A Regarding Trees and Shrubs
Date: November 14, 2025

Princeton has proudly been a Tree City USA for 29 years, demonstrating the community's ongoing commitment to responsible tree management, environmental stewardship, and meeting national standards for urban forestry. This dedication to a healthy, sustainable urban forest for the benefit of our residents translated into Princeton's commissioning of a tree canopy assessment in 2024 to characterize its tree canopy cover and gain recommendations to maintain, conserve, and protect it.

The Tree Canopy Report shows that Princeton has lost approximately 6% of its canopy over thirteen years and now has approximately 60% coverage. Besides preserving forested open space tracts and planting more trees, it is recommended that Princeton preserve more of its existing canopy by reviewing and revising its ordinances, and educating the public on tree awareness and stewardship. Council created an ad hoc Tree Canopy Committee in 2024 in recognition of the community concerns regarding the loss of tree canopy. The proposed ordinance to amend Chapter 22 Trees and Shrubs and Chapter 10B subsection 227A regarding Tree Preservation, Protection and Mitigation for site plans subject to land use board approvals is the result of a collaboration of the Shade Tree Commission; Engineering, Zoning, Public Works, and Planning staff; and the Ad Hoc Tree Canopy Committee of Council. Tree removal regulations detailed in Chapter 22 currently include an exemption for removals as a part of an application to the Zoning or Planning Board; Chapter 10B subsection 227A provides the regulations for tree removals as a part of a board application. Previous ordinance amendments inadvertently failed to update the regulations in Chapter 10B which resulted in disparity of requirements. The proposed ordinance addresses this issue.

The substantive changes to the current regulations are detailed below:

- The threshold to submit a tree removal permit application is lowered from 8" diameter at breast height (DBH) to 6" DBH.
- The tree replacement ratios have been edited to result in more replacement trees required for the largest DBH tree removals. In the current ordinance, trees larger than 39" DBH have a four tree replacement requirement; the proposed amendment decreases the DBH to 33" for this requirement.
- Definitions have been added or edited for endangered species, ornamental tree, Princeton Shade Tree Trust Reserve, significant tree, and specimen tree.
- The exceptions in Section 22-12 have been reduced. While the current ordinance does not require applications for dead / dying tree and ash tree removals, applications have been submitted with fees and replacement tree requirements waived. The proposed amendment would codify this scenario. The exception for tree removals related to land use board applications is also being removed. Instead, these applications are required to submit a tree removal permit application under Chapter 22.
- Replacement tree species shall not include invasive species listed on the New Jersey Invasive Species Strike Team's Do Not Plant List.

- The application fee is being increased from \$40 to \$100 to more fully encompass the operational costs to administer this permit program.
- The 20-day automatic permit approval provision is proposed to be removed from Section 22-14. This provision has not been activated in the last five years and is detrimental to the goals of maintaining, conserving and protecting the canopy.
- The informal resolution procedure in Section 22-16 has been enhanced to codify the current activities by the Municipal Arborist in enforcing the Trees and Shrubs regulations.
- The annual reporting process in Section 22-17 is being updated to reflect current practice. The Arborist prepares the report in consultation with the Shade Tree Commission.
- The tree preservation and protection requirements for a development in Chapter 10B-227A are proposed to be strengthened to reflect the language in Chapter 22.
- The tree replacement table in Chapter 10B-227A is being replaced with a redirection to the tree replacement table in Chapter 22.
- The shade tree escrow fund referenced in Chapter 10B-227A is proposed to be updated in this amendment. The correct terminology for this fund is the Shade Tree Trust Reserve, as defined in Chapter 22. The use and reporting requirements codified in land use code section and are being removed and can be formalized by resolution.

If adopted, the new regulations would go into effect on January 1, 2026.

We appreciate Mayor and Council's continued commitment to tree preservation and maintenance of the community's tree canopy. If you have any questions, please contact me.

ORDINANCE #2025-19

AN ORDINANCE BY THE MUNICIPALITY OF PRINCETON REGARDING TREE REMOVAL PERMIT REQUIREMENTS AND AMENDING CHAPTERS 22 AND 10B OF THE “CODE OF THE TOWNSHIP OF PRINCETON, NEW JERSEY, 1968.”

WHEREAS, Princeton’s Shade Tree Commission, in consultation with the Department of Engineering and Infrastructure Operations, recommends that certain updates be made to Chapter 22 of the “Code of the Township of Princeton, New Jersey (1968)” (“Township Code”), entitled “Trees and Shrubs,” to promote the conservation of trees on private property in Princeton; preserve the overall municipal tree canopy and the environmental and other benefits it affords; and incorporate certain recommended provisions of the model tree removal and replacement ordinance issued by the New Jersey Department of Environmental Protection to ensure stormwater management compliance and protection; and

WHEREAS, Princeton’s Departments of Engineering and Infrastructure Operations and Planning also recommend that certain updates be made to Chapter 10B, Section 227A, entitled “Tree preservation, protection, and mitigation,” of the Township Code, to reconcile its provisions pertaining to tree removal and replacement with the relevant provisions of Chapter 22; and

WHEREAS, at this time the Council seeks to amend the above-referenced chapters of the Township Code.

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

Section 1. Section 22-2, “Definitions,” of Chapter 22, “Trees and Shrubs,” of the “Code of the Township of Princeton, New Jersey, 1968” (“Township Code”), is hereby amended by updating the definitions for ornamental tree, Princeton Shade Tree Trust Reserve, significant

tree and specimen tree, and adding a new definition for endangered species, as follows (additions are underlined and deletions are [bracketed]):

Sec. 22-2. Definitions.

(i) Endangered species shall mean a native plant species whose survival in New Jersey or nationally has been determined by the New Jersey Department of Environmental Protection to be in jeopardy or by the Federal government as endangered or threatened, and is included on the official Endangered Plant Species List set forth at N.J.A.C. 7:5C-5.1, as may be amended.

[(k)](l) Ornamental tree shall mean a [tree that can be single or multiple stemmed and that grows to a maximum height of twenty-five feet] deciduous tree, single- or multiple-stemmed, possessing qualities such as flowers or fruit and/or attractive foliage, bark, or shape, and growing to a mature height that is typically under forty feet.

[(l)](m) Princeton Shade Tree Trust Reserve shall mean a fund established and maintained by Princeton for purposes of planting and maintaining trees and shrubs in Princeton and for such other purposes as the Council may determine by duly adopted resolution(s) [on public property].

[(p)](q) Significant tree shall mean a tree or grove of trees recognized as significant by the shade tree commission or enforcement officer on the basis of [specimen] species, age, [quality,] historical significance, location, size or other unique characteristics.

[(q)](r) Specimen tree shall mean any tree equal to at least 80% of the [size of those listed on the “Champion Big Tree Register” of the New Jersey Community Forestry Program in the Department of Environmental Protection’s Division of Parks and Forestry, or any tree actually listed on the “Champion Big Tree Register.”] height or DBH of the tree of the same species that is listed as the “Champion Tree” for New Jersey on the “Big Tree List” maintained by the New Jersey Department of Environmental Protection’s Division of Parks and Forestry, or a tree actually listed as a Champion Tree on the “Big Tree List.”

Section 2. Section 22-4, “Powers and duties of the shade tree commission,” of Chapter 22 of the Township Code, is hereby amended by updating subsection (j) thereof as follows (additions are underlined and deletions are [bracketed]):

(j) Responsibility to make, keep, and preserve minutes and records of its meetings and activities, and to assist the enforcement officer in mak[e]ing

annual reports to the mayor and council as provided in section 22-17 below. Copies of all minutes and records of its meetings and activities shall be filed with the clerk;

Section 3. Section 22-11, “Trees requiring permit before removal,” of Chapter 22 of the Township Code, is hereby amended as follows (additions are underlined and deletions are [bracketed]):

Sec. 22-11. Trees requiring permit before removal.

It shall be a violation of this article for any person to remove or otherwise destroy any tree as set forth in this section, or to cause or permit the same to be done by any third party contractor[or], subcontractor or other person, without first obtaining a permit or approval as provided herein below. [Except as otherwise provided in section 22-12 below, t]The following acts are hereby regulated and shall require a tree removal permit:

- (a) Removal of or otherwise destroying a tree with a DBH of six [eight] inches or more;
- (b) Removal of or otherwise destroying an ornamental or evergreen tree with a height of 10 feet or more;
- (c) Removal or otherwise destroying a tree with a canopy extending over a public right-of-way; and
- (d) Removal of or otherwise destroying any specimen, [or] significant or endangered tree, as defined in section 22-2 above.

Section 4. Section 22-12, “Exceptions,” of Chapter 22 of the Township Code is hereby amended as follows (additions are underlined and deletions are [bracketed]):

Sec. 22-12. Exceptions to certain requirements under article.

Prior to the removal or destruction of any tree identified in this section, a permit shall be obtained pursuant to section 22-13, but the fee, tree replacement requirements and notice requirements imposed by section 22-13 shall be waived. Photographs and/or written advice from an arborist or a Licensed Tree Expert shall be submitted as documentary evidence to demonstrate to the enforcement officer that the tree qualifies for the exception before its removal or destruction, unless otherwise permitted in this section. [Excepted from the requirements of this article are the following]:

- (a) Any tree that poses imminent danger to life or property or where removal is in response to an emergency. To qualify under this exception, the tree shall only be removed to the extent necessary to abate the imminent danger or emergency. If notification of the removal of said tree pursuant to this article has not been given to the enforcement officer prior to removal, then notification must be provided by the next business day or as soon as practicable thereafter. Said notification shall include verification that the tree removal was necessary to abate the imminent danger or emergency[;].
- (b) Any tree that has fallen solely as a result of storm damage or other natural causes[;].
- (c) Any dead tree or substantially diseased tree as a result of natural causes or storm damage where:
 - (1) The tree is still standing;
 - (2) The person desiring to destroy or remove the tree is the owner of the land upon which the tree is located;
 - (3) The person notifies the enforcement officer of the desire to remove the tree; and
 - (4) The enforcement officer verifies in writing that the tree is dead or substantially diseased as a result of natural causes. The failure of the enforcement officer to approve or deny the request within 15 days shall constitute an approval of the request[;].
- [(d) Tree removal that is a part of any land development application subject to the jurisdiction of the planning or zoning boards, or any of their subcommittees. The shade tree commission may, however, provide its review and comment, if any, regarding the tree removal to the board of jurisdiction;
- (e) Tree removal as part of an application requiring preservation plan approval by the historic preservation commission or the commission's administrative officer for properties that are subject to the commission's jurisdiction within the historic preservation zoning districts or historic preservation buffer zoning districts; and]
- (d)[(f)] The removal of any trees [that are a part of] under an approved woodland management [program] plan or forest stewardship plan pursuant to the provisions of the New Jersey Farmland Assessment Act of 1964[.]

~~(e)~~~~(g)~~The removal of any Ash (*Fraxinus spp.*) tree due to actual or anticipated infestation by the Emerald Ash Borer (*Agrilus planipennis*), provided that the person desiring to remove the tree or trees complies with the following:

- (1) The person shall file a permit application in accordance with section 22-13 below. The permit application shall specify the number of Ash trees to be removed and treated on the premises, and include all information and support required by section 22-13, except that the filing fee required by section 22-13(g) shall be waived; and].
- ~~[(2)]~~ Although [T]there is no requirement for a permit application to include a tree replacement plan under section 22-13(~~[d]~~~~e~~), [except that] there is a recommended tree replacement goal of 10% of removed Ash trees, with a recommended goal of a minimum of one tree replanted per application. The replanted tree(s) (if any) shall, if site conditions permit, be planted in the same or contiguous location(s) on the premises.

The exception created by this subsection ~~(e)~~~~(g)~~ shall continue for 10 years [from the date on which it goes into effect. Upon expiration of this ten-year term, until October 24, 2026; thereafter this section ~~(e)~~~~(g)~~ shall automatically be null and void and of no force and effect.

Section 5. Section 22-13, “Application for tree removal permit,” of Chapter 22 of the Township Code is hereby amended as follows (additions are underlined and deletions are [bracketed]):

Sec. 22-13. Application for tree removal permit.

- (a) General Application Requirements. A person desiring to remove or otherwise destroy a tree or trees as provided for in section 22-11 above shall first apply to the enforcement officer for a permit, on forms provided by the municipality and containing the information required in subsections (b), (c) and (d) of this section. The requirements of this section shall be in addition to any other requirements applicable to the removal of trees, including but not limited to those under chapter 10B of this Code.
- (b) Narrative. The application required by subsection (a) above shall include a narrative specifying:
 - (1) The location of the premises where the tree removal or destruction is to take place, by both street address and lot and block number;
 - (2) The name and address of the owner of the premises;

- (3) The name and address of the applicant for the permit, if other than the owner, accompanied by the owner's consent to said application;
 - (4) A list providing the species, DBH and number of trees to be destroyed or removed;
 - (5) The reason or purpose for the destruction or removal of trees; and
 - (6) A description of the applicant's tree replacement plan, in accordance with subsection (d) below.
- (c) Sketch/Printed Plan. The application required by subsection (a) above shall be accompanied by a sketch and/or printed plan showing the following:
- (1) The size of the lot;
 - (2) All structures and their appurtenances, including but not limited to any building, garage, shed, deck, pool, driveway, walkway, patio or other impervious surface;
 - (3) The location upon the lot where the destruction or removal of the tree or trees is proposed to take place;
 - (4) The identity and location of trees to be destroyed or removed;
 - (5) The location of all streams and wetlands on the lot; and
 - (6) The proposed location(s) for planting of replacement tree(s), as well as their species and DBH.
- (d) Tree Replacement Plan. The application required by subsection (a) above shall be accompanied by a narrative and/or sketch or printed plan showing a tree replacement plan, to include and comply with the following:
- (1) The tree replacement plan shall provide for replacing the removed or destroyed tree(s) in the same or contiguous location(s) on the premises, and in accordance with the following specific requirements. The tree replacement plan shall require that the applicant replace each removed or destroyed tree with one or more trees depending upon the DBH of the removed or destroyed tree, and in accordance with [Schedule A immediately below,] the "Tree Replacement Schedule[.]" immediately below.

[SCHEDULE A –] TREE REPLACEMENT SCHEDULE

Tree Removed (DBH) [/Destroyed]	Required Tree Replacement [Tree]	Tree Replacement Fee
Tree with DBH of <u>6” to 12.99”</u> [8” to 16.99”]	One (1) Replacement Tree	\$ 550.00
Tree with DBH of <u>13” to 22.99”</u> [17” to 30.99”]	Two (2) Replacement Trees	\$ 1,100.00
Tree with DBH <u>23” to 32.99”</u> [31” to 38.99”]	Three (3) Replacement Trees]	\$ 1,650.00
Tree with DBH of <u>33”</u> [39”] or greater	Four (4) Replacement Trees	\$ 2,200.00

- (2) Based on industry standards and site conditions on the premises, and in consultation with the enforcement officer, the applicant may, in lieu of on-premises planting of the required replacement tree(s), be permitted to plant the replacement tree(s) on one or more appropriate off-premises locations, or pay a tree replacement fee into the Princeton Shade Tree Trust Reserve for each tree removed based on the foregoing Tree Replacement Schedule. The tree replacement fee shall represent the cost to replace the removed or destroyed tree(s), including administration and labor costs, and shall be maintained in the Princeton Shade Tree Trust Reserve and utilized by Princeton for the purposes of planting and maintaining trees and shrubs in Princeton [on public property] and for other such purposes as the Council may determine by duly adopted resolution(s). At least fifty percent of the required replacement trees shall be planted either on the premises or in an appropriate off-premises location(s). As used hereafter, the phrase “tree replacement plan” shall be deemed to include reference to the payment of a tree replacement fee.
- (3) The tree replacement plan shall identify the applicant’s proposal for compliance with this subsection (d), including specifying the species, size and quantity of replacement trees, the proposed location(s) for planting of replacement trees on and off the premises and the applicant’s acknowledgment of the required tree replacement fees. In order to maintain the existing canopy, preference shall be for the replacement of deciduous trees with deciduous trees and evergreen trees with evergreen trees.
- (4) The applicant shall ensure replacement trees are consistent with the Princeton Recommended Species list available on Princeton’s municipal website. No species listed on the New Jersey Invasive Species Strike Team’s Do Not Plant List shall be used as a replacement tree.

- (e) Marking. The applicant shall conspicuously mark each tree to be removed or destroyed with a material which can be wrapped around the trunk of each tree, such as ribbon or string.
- (f) Notice. Prior to filing the application, the applicant shall mail or hand deliver a copy of the application to the owners of the properties contiguous to the premises where the proposed tree destruction or removal is to take place. The applicant shall confirm compliance with this requirement on the application.
- (g) The fee for each application shall be one hundred [forty] dollars.

Section 6. Section 22-14, “Review of application for tree removal; decision on application; time requirements; expiration,” of Chapter 22 of the Township Code is hereby amended as follows (additions are underlined and deletions are [bracketed]):

Sec. 22-14 Review of application for tree removal; decision on application; time requirements; expiration.

- (a) The enforcement officer shall accept for filing the permit application referenced in section 22-13 above. Said application shall be date and time stamped when received. Thereafter, the enforcement officer shall within 20 business days of receipt of the completed application:
 - (1) Visit and inspect the location and inspect the land and trees that are the subject of the application;
 - (2) If necessary, meet with the applicant to discuss the application; and
 - (3) Grant or deny the requested permit in whole or in part, or make recommendations that would make the application acceptable to the enforcement officer, in writing and in accordance with the following considerations:
 - a. Whether the removal or destruction of the tree or trees will cause or contribute to physical or environmental problems on the land and other property, including but not limited to flooding, soil instability and erosion.
 - b. Whether the destruction or removal of the tree or trees will have a negative impact on the contiguous canopy or on the growth and development of the remaining trees on the land and other property.

- c. Whether the destruction or removal of the tree or trees will have a negative aesthetic or visual impact on the land and other property.
 - d. Whether the destruction or removal of the tree or trees will threaten or otherwise lead to a loss of wildlife habitat or tree species.
 - e. Whether the tree or trees are specimen [or], significant or endangered tree(s) as defined in section 22-2 above.
 - f. Whether the destruction or removal of the tree or trees is under the jurisdiction of a New Jersey or Federal agency, including but not limited to the New Jersey Department of Environmental Protection.
 - g. Whether the destruction or removal of the tree or trees is a part of an overall landscape plan for the property.
 - h. Whether a denial of the permit, in whole or part, would cause an undue hardship on the applicant.
 - i. Whether the applicant's tree replacement plan will mitigate the negative impact that the tree removal or destruction will have on the land and other property.
- (b) A decision other than one to grant the requested permit in its entirety shall include the enforcement officer's written findings and reasons for said decision.
- [(c) The failure of the enforcement officer to grant or deny the application for a permit for the removal or destruction of a tree or trees within the twenty-business-day period shall constitute approval of said application and entitle the applicant to the permit requested unless an extension of the twenty business-day period has been agreed upon between the applicant and the enforcement officer in writing before the period expires.]
- [(d)](c)The removal of trees and any tree replacement plan are to be implemented within one year from issuance of the permit. A permit shall expire and shall no longer be in effect 12 months after the date said permit was first granted, unless an extension of the twelve-month period has been agreed upon between the permittee and the enforcement officer in writing before the period expires.
- [(e)](d)Permits shall not be transferrable.

Section 7. Section 22-16, “Violations and penalties; informal and formal complaint procedures,” of Chapter 22 of the Township Code is hereby amended as follows (additions are underlined and deletions are [bracketed]):

Sec. 22-16. Violations and penalties; informal resolution and formal complaint procedures.

A person who removes or destroys a tree without a required permit or approval, or otherwise violates or causes to be violated any of the provisions of this chapter, shall be subject to the following informal resolution and formal complaint procedures[, as applicable]:

- (a) Informal resolution. Any person who removes or destroys a tree without a required permit or approval under this chapter, or otherwise violates or causes to be violated any of the provisions of this chapter, shall have the opportunity to resolve the matter prior to the issuance of a summons and complaint. The following procedure shall apply:
 - (1) The enforcement officer shall offer a written recommendation [(using a form approved by the public works department)] that is, in [his or her] the enforcement officer’s judgment, sufficient to resolve the matter.
 - (2) In the case of the removal or destruction of a tree without a required permit or approval, the recommendation[, which] shall include either replacement of the removed or destroyed tree(s) or the payment of a replacement fee to the Municipality for removal or destruction of the tree(s), or both, in accordance with [Schedule A above,] the foregoing Tree Replacement Schedule. In addition to the planting of a replacement tree(s) and/or payment of a tree replacement fee(s) in accordance with the Tree Replacement Schedule [Schedule A], there shall also be required the payment of an administrative service fee, which shall be charged per hour based on the anticipated staff time in investigating and resolving the matter, and which may include site visits and analysis, supervisory services and/or clerical services. The hourly rate shall be the hourly wage of the employee conducting the site visit(s) and analysis, supervisory services and/or clerical services as set by the council by resolution from year to year. [The hourly wage of salaried personnel shall be calculated by dividing the employee's annual salary as set by the council by resolution by 26 (weeks) and then dividing that biweekly pay by the number of hours worked in a biweekly period.]

The tree replacement and service fees shall be paid into the Princeton Shade Tree Trust Reserve.

[(2)](3)The person shall have 10 days following receipt of the enforcement officer's written recommendation to accept said recommendation in writing. If the person accepts the enforcement officer's recommendation in writing within the ten-day period, then any agreed-upon method of resolution, including tree replacement and/or payment of a tree replacement fee, and payment of the service fee, shall be completed within 10 days of written acceptance of the enforcement officer's recommendation. If not completed within this ten-day period, then the enforcement officer shall have the authority to cause the issuance of a summons and complaint returnable in the Princeton municipal court.

[(3)](4)If the person does not accept the enforcement officer's recommendation, then during the initial ten-day period the person may request, in writing, that the shade tree commission review the enforcement officer's recommendation. If such request is timely submitted to the enforcement officer, then the person shall have the opportunity to bring the matter before the shade tree commission during its next regularly scheduled meeting. The shade tree commission shall then review the enforcement officer's decision at said meeting, and shall complete its review and make a recommendation no later than [have 30 days after said meeting to issue its recommendation on the matter, or until and including] its subsequent [following] regularly scheduled meeting[, whichever occurs first]. The person seeking such review shall have 10 days after receipt of the shade tree commission's recommendation to advise the shade tree commission and enforcement officer in writing as to whether he or she accepts the shade tree commission's recommendation. Any agreed-upon method of resolution such as tree replacement and/or payment of a tree replacement fee, and payment of the service fee, shall be completed within 10 days of written acceptance of the shade tree commission recommendation. If not completed within this ten-day period, the enforcement officer shall have the authority to cause the issuance of a summons and complaint returnable in the Princeton municipal court.

[(4)](5)If the person does not accept the enforcement officer's initial recommendation or the shade tree commission's recommendation within the applicable periods set forth above, then the enforcement officer shall have the authority to cause the issuance of a summons and complaint returnable in the Princeton municipal court.

- (b) Adjudication of complaints in municipal court. A person violating this chapter, who has not otherwise resolved the matter as set forth above in subsection (a) of this section, shall be subject to the penalties set forth in section 1-6 of [this] the “Code of the Borough of Princeton, New Jersey (1974)”. In addition, the court may order restitution (appraised value) and/or replacement of the tree or trees illegally removed or destroyed. Each tree removed or destroyed on the same lot in violation of this chapter shall be considered a separate violation.

Section 8. Section 22-17, “Annual report,” of Chapter 22 of the Township Code is hereby amended as follows (additions are underlined and deletions are [bracketed]):

Sec. 22-17. Annual report.

The enforcement officer, in consultation with the shade tree commission, shall make an annual report to the [shade tree commission, which shall then report to the] mayor and council, as to permits granted and denied in each calendar year pursuant to this article. Said report shall also include data concerning the quantity of complaints resolved, fees and assessments collected and disbursements from the Princeton Shade Tree Trust Reserve and progress towards the objectives in Princeton’s Community Forestry Management Plan. Such report shall be submitted by February 1 of each year as to the preceding year’s activities.

Section 9. Section 10B-227A, “Tree preservation, protection, and mitigation,” within Article X, “Site Plans,” of Chapter 10B, “Land Use,” of the Township Code is hereby amended as follows (additions are underlined and deletions are [bracketed]):

Sec. 10B-227A. Tree preservation, protection, and mitigation.

- (a) Purpose and intent.
- (1) It is the purpose of this section to protect the general health, safety, welfare, and well- being of the residents of Princeton as well as the integrity of the natural environment and processes upon which the residents of Princeton depend through the protection of trees and the preservation, as much as practically possible, of Princeton’s tree canopy. Trees are important cultural, ecological, scenic and economic resources, and the removal, cutting, and destruction of trees within Princeton result in increased drainage control costs, increased soil erosion, increased buildup of atmospheric carbon and dust, decreased fertility of the soil, and a decrease in the overall tree canopy.

(2) Therefore, it is in the public interest that Princeton exercise its police powers and enact the following section to control tree cutting, removal and destruction in connection with development in an effort to meet the objective of preserving, protecting, enhancing, and maintaining trees and the overall tree canopy.

(3) Before removing or destroying any tree requiring a permit under the appropriate provisions of chapter 22 of this Code, in addition to complying with the requirements of this section, a person seeking development approval shall also apply for and obtain such permit(s) as required under said chapter 22.

(b) Tree preservation. A development plan shall be designed to minimize tree disturbance. Where healthy and desirable trees slated for removal by a development plan can be saved by reasonable adjustments to the plan, the applicant working with the municipal engineer and arborist shall seek to make such adjustments.

The following standards shall be used to identify healthy and desirable trees:

(1) Size of the tree, including both height and caliper.

(2) Species of the tree. This factor shall take into account the type of tree and whether it is an invasive species[.]; a rare and/or unusual type of tree;[or] a native plant; and / or a specimen, significant or endangered tree as defined in section 22-2 of the Code. Preference should be given to preserving native trees;[.] unusual trees;[.] specimen, significant, and endangered trees; [or]rare or historic species within a historic preservation zoning district, a historic preservation buffer zoning district or a historic site on the national or state historic registers; and trees that have a remaining life of over 50 years.

(3) Condition of the tree. This factor shall take into account:

a. The tree's roots, including anchorage, collar/flare soundness, mechanical injury, girdling/kinked roots, compaction/waterlogged roots, toxic gasses/chemical systems, and presence of insects or diseases.

b. The tree's trunk, including sound bark and wood, cavities, mechanical or fire injury, cracks, swollen or sunken areas, presence of insects or disease, fungal growths and lightning strikes.

c. The tree's scaffold branches, including strong attachment, vertical branch distribution free of included bark and decay

and cavities. Scaffold branches shall be well proportioned with proper taper, good wound closure and absence of deadwood, insects or diseases.

- d. The tree's small branches and twigs, including vigor of current shoots, good distribution throughout canopy, normal appearance of buds, absence of insects or diseases, and absence of weak or dead twigs.
- e. The tree's foliage and/or buds, including size of foliage and/or buds, coloration of foliage, wilted or dead leaves, dry buds, presence of insects or diseases.
- f. The tree's age. Preference should be given to preserving trees that have a remaining life of over 50 years.

(4) Locational importance of the tree. This factor shall take into account the tree's unique functional and aesthetic contributions to the property; the effect of the removal of the tree from the landscape; the effect of the removal of the tree on the canopy of the subject property and abutting properties; and the impact of the tree's removal on the property's drainage, soil erosion, loss of tree species and loss of wildlife habitat. If the tree is of a native species that has been determined by the State or Federal government to be an endangered species, then effort shall be taken to the extent practicable to conserve the habitat that sustains the tree.

(c) Protection of trees during construction. All trees remaining on site during construction shall be protected. Developers shall [use the following methods to ensure that trees remaining on site during construction are not damaged:]comply with provisions of section 22-20 of this Code. In addition:

[(1) No soil shall be deposited or removed within the drip line or within eight feet of any existing tree trunk, whichever is greater. No machinery or materials shall be stored, deposited, cleaned, or operated within the drip line or within eight feet of any existing trunk, whichever is greater.]

[(2)](1) Drip lines of trees being preserved on site shall be clearly protected by wood snow fencing. At no time during construction shall the placement of the fencing be altered without the written permission of the municipal engineer or engineer's designee.

[(3)](2) The grade of the land located along the drip line shall not be raised or lowered more than six inches unless protected by welling or retaining methods and in no event shall the welling or retaining methods be less than

eight feet from the trunk of the tree.

[(4)](3)All debris created during tree removal and replacement shall be removed from the site for disposal before any certificate of occupancy shall be issued.

[(5)](4)Where clearing and construction on the site results in [accidental] removal or damage of any tree denoted in the tree survey as remaining on the site, such removed or damaged tree shall be replaced as set forth in this section.

[(6)](5)The construction['s] limit of disturbance shall be delineated with [snow] orange plastic fencing or an equivalent approved by the municipal engineer or engineer's designee.

[(7)](6)Any and all appropriate measures to maintain the vitality of the preserved trees on the property shall be denoted on the tree survey.

(d) Mitigation.

(1) Replanting.

- a. Planting will occur on-site in accordance with the tree replacement schedule below. The replanted trees shall be in accordance with industry standards of 2 1/2 to three inch caliper. The trees shall be of indigenous species and shall be site specific.
- b. On-site planting is preferred. If on-site planting is not feasible then off-site planting on public lands may occur with the written authorization of, and subject to a plan approved by, the municipal engineer or engineer's designee.
- c. All planting [will be subject to the planting standards detailed in the document entitled "Engineering Standard Details & Design Criteria: Department of Engineering" and]shall be completed prior to the release of the performance bond.
- d. All planted trees, both planted on-site and off-site, will be subject to a two-year maintenance guarantee period during which the applicant will be responsible for all care and maintenance. During the two-year maintenance period, the municipal engineer or [his]engineer's designee shall identify all trees that are weak, diseased, dying or dead, and these trees shall be replaced by the applicant at no cost to

the municipality.

Tree Removed/ Destroyed	[Tree Replacement Schedule Required Replacement Tree	Tree Replacement Fee
Tree with DBH of 8 inches to 16.99 inches	1 Replacement Tree	\$400
Tree with DBH of 17 inches to 30.99 inches	2 Replacement Trees	\$800
Tree with DBH of 31 inches to 38.99 inches	3 Replacement Trees	\$1,200
Tree with DBH of 39 inches or greater	4 Replacement Trees	\$1,600]

(2) Monetary contribution.

- a. A monetary contribution [in accordance with the tree replacement schedule above] shall be made by the applicant to the Princeton [shade tree escrow fund] Shade Tree Trust Reserve for each tree removed that the applicant is not able to replant in accordance with the tree replacement schedule in section [T10B-227A(d)(1)]22-13(d))(1) of this Code.
- b. Payment must be submitted prior to the release of the applicant's performance bond.
- [c. All funds collected shall be made out to the Princeton shade tree escrow fund and deposited into an escrow account clearly designated as the Princeton shade tree escrow fund. Funds so deposited shall be used solely for the planting of trees in public parks, property surrounding public buildings, and rights-of-way.
- d. Any and all appropriations from the Princeton shade tree escrow fund shall be made by the Governing Body of Princeton, upon recommendation and report from the shade tree commission, which shall include locations within the municipality needing remediation based upon the removal of trees at those locations nearest the site that generated the funds.
- e. The Princeton shade tree escrow fund shall be administered by Princeton's chief financial officer. The chief financial officer shall report (listing by date for the report period) to

the Governing Body, the Planning Board, and the shade tree commission, on an annual basis, the amount in the Princeton shade tree escrow fund as of the end of each year, the amount deposited by each development application or other contribution, and all amounts dedicated from the escrow fund for that period. Such report shall be filed with the municipal clerk and made available as a public record.]

Section 10. All ordinances and resolutions or parts thereof inconsistent with this ordinance are repealed.

Section 11. 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 12. This ordinance shall take effect on January 1, 2026.

Dawn Mount, Clerk

Mark Freda, Mayor

Ordinance Introduced:

Ordinance Adopted:

The purposes of this ordinance are to update various sections in Princeton’s “Trees and Shrubs” and “Land Use” ordinances to ensure consistency with current practice, help sustain the municipal tree canopy by promoting conservation of trees on private property, ensure the provisions of the “Trees and Shrubs” ordinance apply to tree removal that is part of development applications, and incorporate certain protections recommended by the New Jersey Department of Environmental Protection Agency’s through its model tree removal and replacement ordinance.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: ORD 25-20

Agenda Date: 11/24/2025

Agenda #: 2.

An Ordinance by the Municipality of Princeton Regulating Short-Term Rentals, Imposing an Occupancy Tax on Transient Accommodations and Amending Chapters 15A and 16 of the "Code of the Borough of Princeton, New Jersey, 1974"- (Public Hearing: December 8, 2025)- Roll Call



MUNICIPALITY OF PRINCETON

Department of Health & Community Services
Health Department

1 Monument Hall
Princeton, NJ 08540
(609) 497- 7608

healthdepartment@princetonnj.gov

MEMORANDUM

To: Mayor and Members of Council
Bernard Hvozdovic, *Administrator*
Dawn Mount, *Clerk*

From: Jeffrey C. Grosser, MHS, HO, CPM, *Deputy Administrator / Health Officer*

Subject: Short-Term Rental Ordinance Introduction

Date: November 21, 2025

The purpose of this memorandum is to provide an overview of the short-term rental ordinance and key developments that have shaped it, in preparation for its introduction at the Council meeting to take place on November 24th.

Council Work Session and Follow-Up

An initial draft of the ordinance was distributed and discussed during the Council work session on October 8th. The work session highlighted the ordinance's importance and timeliness, presenting research from the STR Workgroup and comparable New Jersey municipalities. Discussion addressed key ordinance components, implementation processes, projected revenues and costs, and options for the principal residence requirement.

Council discussions covered several STR-related topics, including a proposed cap on non-principal STRs similar to liquor licenses. While creative, the approach raises equity and administrative concerns and could favor large investors. Exemptions for nonprofits are under review, and administrative costs remain a factor, as some options may require added staffing.

Detailed STR data will become available once Deckard begins monitoring; current figures rely on public estimates. Verification of principal residency is based on owner documentation, and STR complaints have recently increased and are now being tracked. The overall goal is to balance neighborhood affordability with the viability of STR businesses.

Principal Residence Requirement

STRs can reduce the supply of homes available for rent or purchase, particularly in high-demand markets, by incentivizing property owners to prioritize short-term guests over long-term residents. This dynamic can drive up housing prices, reduce affordability, and encourage speculative investment, further limiting opportunities for first-time or low- to moderate-income buyers.

In the ordinance, there is a Principal Residence requirement, which specifies that an owner of a property must use that property as their principal residence in order for it to operate as a short-term rental (as defined in Article VIII, Section 16-78: Definitions). This requirement aims to mitigate the potential negative impacts of short-term rentals.

Following a review of options related to the Principal Residence requirement during Council work sessions and follow-up discussions, Option 2 has emerged as the preferred approach with a revised

phase-out timeline. This approach provides owners and long-term lessees of existing non-principal STRs a 36-month period to either convert the property to a long-term rental or establish it as their principal residence. This plan supports the ordinance's goals of preserving residential character for year-round residents and visitors, fostering community, discouraging speculative investment, and promoting housing affordability in Princeton.

The attached ordinance incorporates feedback and revisions gathered from Council and the STR Workgroup.

Best Regards,

A handwritten signature in black ink, appearing to read "Jeffrey C. Grosser".

Jeffrey C. Grosser, MHS, HO, CPM
Deputy Administrator / Health Officer

ORDINANCE #2025-20

AN ORDINANCE BY THE MUNICIPALITY OF PRINCETON REGULATING SHORT-TERM RENTALS, IMPOSING AN OCCUPANCY TAX ON TRANSIENT ACCOMMODATIONS AND AMENDING CHAPTERS 15A AND 16 OF THE "CODE OF THE BOROUGH OF PRINCETON, NEW JERSEY, 1974."

WHEREAS, the Municipality of Princeton ("Princeton") is vested with the authority under New Jersey law to, among other things, regulate the use and occupancy of residential structures, N.J.S.A. 40:48-2.12a., and to adopt such other regulations for the preservation of the public health, safety and welfare of Princeton and its inhabitants, N.J.S.A. 40:48-2; and

WHEREAS, pursuant to this authority, Princeton established a Short-Term Rental Workgroup ("Workgroup"), comprised of representatives from the Office of Rental Housing in the Department of Health and Community Services, Planning Department, Office of Zoning and Department of Administration, as well as the Deputy Administrator/Director of Health and Council Members, which has thoroughly studied and investigated the use of residential property for purposes of short-term rentals and manner in which short-term rentals are regulated by other New Jersey municipalities; and

WHEREAS, based on its research, the Workgroup has found that the letting of residential property for short-term rental impacts: (1) the supply, affordability and availability of long-term residential housing in the community; (2) the character and density of residential neighborhoods; and (3) the overall public health, safety and welfare of a community and its inhabitants; and

WHEREAS, the Workgroup has also found, based on its research, that there are benefits to permitting residents to lease their homes as short-term rentals, including but limited to enabling residents to off-set the increasing costs of homeownership and long-term rentals; and

WHEREAS, limiting short-term rental to owners and tenants of permanent housing is more likely to ensure the responsible leasing, use and oversight of the units, and the protection of the character of the residential neighborhoods in which they are located; and

WHEREAS, the reasonable use of residential housing as short-term rentals has additional benefits to the community, such as contributing to the economic vitality of the community by providing visitors an alternative option for accommodations; and

WHEREAS, based on the foregoing, Princeton seeks to establish regulations governing the letting of short-term rentals in Princeton to: enable property owners and long-term lessees to let their homes for short-term rental purposes; protect the integrity, character and density of Princeton's residential neighborhoods; ensure a sufficient long-term housing supply; implement an organized process for permitting and inspecting short-term rentals; and create and enforce maintenance standards to protect renters and occupants of short-term rentals and mitigate the possible negative impact of short-term rentals on Princeton neighborhoods; and

WHEREAS, Princeton also seeks to clarify and update its existing requirements under Chapter 16 to ensure that rentals of property in Princeton for periods of 30 or more days shall be required to register under the existing provisions of Article III, "Regulation of Rental Housing," of Chapter 16 of the Code; and

WHEREAS, in addition to the foregoing, Princeton seeks to extend the three-percent "occupancy tax" under Chapter 15A of the Code that currently applies to occupancies of hotels in

Princeton to rentals of residential property that qualify as “transient accommodations” under State law, which will likely include some, but not all, short-term rentals.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Princeton, New Jersey, as follows:

Section 1. Chapter 16 of the “Code of the Borough of Princeton, New Jersey (1974)” (“Borough Code”), entitled “Housing,” is hereby amended by adding a new Article VIII. thereto to read as follows:

ARTICLE VIII.

SHORT-TERM RENTALS

Sec. 16-77. Purpose.

The purpose of this article is to establish reasonable regulations and restrictions concerning the letting of real property in Princeton as short-term rentals in a manner that enables property owners and long-term lessees to appropriately utilize real property for short-term rental in Princeton while protecting the health, safety and welfare of occupants of short-term rentals, Princeton’s residents and the community at large.

Sec. 16-78. Definitions

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

ACCESSORY DWELLING UNIT

Means “accessory dwelling unit” as defined in section 17A-201 of this Code.

ATTACHED DWELLING

Means “dwelling, attached” as defined in section 17A-201 of this Code.

DWELLING UNIT

Means “dwelling unit” as defined in section 17A-201 of this Code.

LONG-TERM LESSEE

Means a tenant of real property subject to a tenancy of at least six months who is authorized by the owner to sublet that real property for purposes of a short-term rental under this article.

MULTIPLE DWELLING

Means “dwelling, multiple” as defined in section 17A-201 of this Code.

ONE-FAMILY DWELLING

Means “dwelling, one-family” as defined in section 17A-201 of this Code.

OWNER

Means the record owner of real property proposed for use as a short-term rental.

OWNER’S REPRESENTATIVE

A person designated in writing by the owner to act on the owner’s behalf under this article.

PERMITTEE

Means an owner or long-term lessee who has been issued a permit for a short-term rental under the provisions of this article. “Permittee” shall also mean the owner’s representative when granted a permit that complies with section 16-88c.

PRINCIPAL RESIDENCE

Means the address: (1) where at least one of the owners (or long-term lessees), as defined herein, spends the majority of their non-working time; (2) which is the center of the owner’s or long-term lessee’s domestic life; and (3) which is identified on the owner’s or long-term lessee’s driver’s license, voter registration card or state identification card as said owner’s or lessee’s legal address. All the above requirements must be met in order for an address to be considered a principal residence for purposes of this article.

SHORT-TERM RENTAL OR STR

Means a lease of a dwelling unit, or portion thereof, with a term of less than 30 days.

TRANSIENT ACCOMMODATION

Means “transient accommodation” as defined in N.J.S.A. 54:32-2(ggg).

TWO-FAMILY DWELLING

Means “dwelling, two-family” as defined in section 17A-201 of this Code.

Sec. 16-79. Prohibitions and General Requirements; Exceptions.

- a. It shall be unlawful for any person to advertise for rent, rent to another person or operate a short-term rental of real property located in Princeton unless in compliance with the provisions of this article.
- b. Short-term rentals shall only be permitted in the types of real property in Princeton identified in section 16-80 below. Except as may be permitted in subsection f. below, short-term rentals shall be prohibited in any other type of real property in Princeton.

- c. Except as provided in section 16-88, prior to advertising for rent, renting to another person or operating a short-term rental of real property in Princeton, the owner or long-term lessee shall apply for and obtain a permit from the Princeton Rental Housing Inspections Office in accordance with sections 16-81 and 16-82 below and comply with all other requirements and conditions required in this article.
- d. Nothing in this article shall exempt any person from compliance with any and all other laws, regulations and ordinances that may apply to the advertising for rent, rental or use of any real property within Princeton, including but not limited to provisions regulating housing, parking, zoning, land use and noise.
- e. The requirements of this article shall apply regardless of (1) whether the real property is successfully rented as a short-term rental and (2) the frequency of occupancy of a property as a short-term rental.
- f. The following shall be exempt from the permit and other requirements of this article: any hotel, motel, studio hotel, rooming house, dormitory, public or private club, bed and breakfast inn, convalescent home, rest home, home for aged people, foster home, halfway house, transitional housing facility, or other similar facility operated for the care, treatment, or reintegration into society of human beings; any housing owned or controlled by an educational institution and used exclusively to house students, faculty or other employees with or without their families; any housing operated or used exclusively for religious, charitable or educational purposes; or any housing owned by a governmental agency and used to house its employees or for governmental purposes.

Sec. 16-80. Properties Eligible for Short-Term Rental.

- a. A short-term rental shall be permitted in a dwelling unit within Princeton if the dwelling unit is the owner's or long-term lessee's principal residence, subject to the following limitations:
 - 1. If the dwelling unit is a one-family or attached dwelling unit, then the dwelling unit may be used as a short-term rental if it is the owner's or long-term lessee's principle residence;
 - 2. If the dwelling unit is part of a two-family dwelling, then up to two dwelling units may be used as short-term rentals if at least one of the dwelling units is the owner's or long-term lessee's principal residence;
 - 3. If the dwelling unit is part of a multiple dwelling, then up to two dwelling units may be used as short-term rentals if at least one dwelling unit is the owner's or long-term lessee's principal residence; and

4. If the dwelling unit is an accessory dwelling unit, then the accessory dwelling may be used as a short-term rental when the principal, one-family dwelling is the owner's or long-term lessee's principal residence.
- b. A short-term rental shall also be permitted in a dwelling unit that does not otherwise comply with the specific requirements of subsections 16-80a.1 through 4 above when in strict compliance with the provisions of section 16-88c. below.

Sec. 16-81. Application for Permit Requirements.

- a. Except as provided in section 16-88, the owner or long-term lessee of a short-term rental shall obtain a permit from the Princeton Rental Housing Inspections Office before advertising for rent, renting to another person or operating any short-term rental. A separate short-term rental permit shall be required for each short-term rental unit even if multiple short-term rental units (i.e., a two-family or multiple dwelling), have common ownership.
- b. The applicant shall apply for the permit by filing an application on forms provided by the Rental Housing Inspections Office.
- c. The application for a short-term rental permit shall, at a minimum, include the following information to be deemed complete:
 1. The name, address, cell phone number and email address of the owner of the real property for which the short-term rental permit is requested. If the owner is not an individual, then the application shall include the names of all parties, officers and/or directors of the entity and contact information for each of them;
 2. The name, address, cell phone number and email address of the person requesting the permit, if the person making the application is a long-term lessee. The application shall include written authorization from the owner that the long-term lessee is authorized to file the application and utilize the property as a short-term rental;
 3. The location and description of the real property for which the short-term rental permit is sought, including:
 - a. Street address and tax map reference (lot and block);
 - b. Details regarding the areas to be rented or used by occupants (including bedrooms, kitchen, bathroom facilities), and a floor plan with room measurements; and

- c. Details regarding available parking for the short-term rental, including the number and location of off-street and on-street parking spaces for use by the short-term rental occupants;
- 4. The type of real property and verification that the real property qualifies for short-term rental, as authorized in subsection 16-80 above, and as follows:
 - a. Proof that the owner's or long-term lessee's principal residence is the proposed short-term rental unit as required by section 16-80a., including the following documentation:
 - 1. A copy of the owner's or long-term lessee's New Jersey driver's license or New Jersey non-driver identification card;
 - 2. A copy of the front page of the owner's or long-term lessee's Federal 1040 tax return where the tax identification number and financial information has been redacted (past immediate two years for initial permit applications; the immediate past year for renewals); and
 - 3. A copy of the owner's or long-term lessee's bank statement with account numbers and financial information redacted from the past three months, showing the owner's or long-term lessee's address.
- 5. The applicant's agreement to use best efforts to ensure that use of the property as a short-term rental will comply with the provisions of this article and other Princeton ordinances regulating land use, zoning, parking and noise, and acknowledgment that the failure to comply with the provisions of this article and other Princeton ordinances regulating land use, zoning, parking and noise may result in revocation of a short-term rental permit under section 16-86;
- 6. The applicant's acknowledgment that the applicant has received a copy of this article and agrees to be bound by it;
- 7. The applicant's verification that:
 - a. There are no open construction permits for the property at which the short-term rental is located;
 - b. There are no delinquent or overdue taxes, sewer charges or other outstanding municipal fees for the property at which the short-term rental is located; and

- c. There are no open housing, noise, code enforcement, zoning, solid waste, recycling or other municipal violations in connection with the property at which the short-term rental is located;
9. The name, address, telephone number and email address of the person who shall be responsible for communications with the Rental Housing Inspections Office concerning the short-term rental. The person shall be the owner, owner's representative or long-term lessee (as those terms are defined above), and shall be available seven days a week, twenty-four hours a day during short-term rentals;
 10. Proof of sufficient liability insurance for each short-term rental unit that is subject to the short-term rental, which shall be in a minimum amount of \$500,000 for property damage and personal injury;
 11. Application fee in the amount of \$200.00 per short-term rental unit, which shall be nonrefundable;
 12. A copy of the eight-and-one-half-inch by eleven-inch placard to be placed on the inside surface of the front door of the short-term rental unit as required by this article; and
 13. Any other information reasonably required to ensure compliance with this article.

Sec. 16-82. Application Review and Permit Issuance Procedures; Permit Conditions.

- a. Upon the filing of a complete application, which shall also include the payment of the application fee to Princeton, the Rental Housing Inspections Office shall review each application for short-term rental and complete an on-site inspection of each proposed unit to ensure compliance with this article, pursuant to the authority vested under section 16-4 of this Code.
- b. The Rental Housing Inspections Office shall either issue the short-term rental permit or issue a written denial of the permit (with the reasons for such denial being stated therein). The Rental Housing Inspections Office shall also be authorized to provide an applicant with an opportunity to cure a minor deficiency in the application in lieu of a denial. As used here, a "minor deficiency" shall mean an immaterial omission or other condition that does not substantially impact health or safety, and can be easily corrected.
- c. If the Rental Housing Inspections Office determines that the application for short-term rental complies with the requirements of this article, then the Rental Housing Inspections Office shall issue a permit. If granted:

1. The permit shall only be issued to the owner, long-term lessee or owner's representative when authorized by this article;
 2. The permit shall be valid for a period of one year from date of issuance;
 3. The permit shall be assigned an identifying number. The permittee shall publish the identifying number of the short-term rental permit in every print, digital or internet advertisement and any real estate agency listing or multiple listing service (MLS) advertising the property for permitted short-term rental;
 4. The permit shall not be transferrable or assignable to any person or entity or for use at any other property location or unit other than the unit for which it is issued;
 5. A short-term rental permit shall automatically terminate upon revocation of a permit, a change of ownership of the short-term rental property or change in long-term tenancy of the short-term rental property. If the unit is thereafter to be used again as a short-term rental property, then a new application and permit shall be required and shall be subject to the same procedures, requirements and fees as required in the initial application process; and
 6. Except as provided in section 16-88, the failure to obtain a valid short-term rental permit prior to advertising the short-term rental property in any print, digital, or internet advertisement or web-based platform, and/or in the MLS or any realtor's property listing shall be a violation of this article.
- d. The failure to submit all required information or comply with the application requirements shall result in a denial of a permit. If denied, the applicant may appeal the denial in writing by filing an appeal with the Rental Housing Inspections Office within ten business days of the date of the denial. The health officer shall hear and decide the appeal within thirty days of receipt of the written appeal. The health officer's decision shall be final.

Sec. 16-83. Application for Renewal.

- a. If the permittee seeks to renew a short-term rental permit, then the permittee shall submit an application for renewal on forms provided by the Rental Housing Inspections Office with a \$100 renewal fee at least thirty days prior to the expiration of the initial permit.
- b. The permittee shall be required to complete a self-inspection of the unit in accordance with a checklist maintained and provided by the Rental Housing Inspections Office. The Rental Housing Inspections Office shall be authorized to complete an on-site inspection as may be necessary as part of its review of a renewal application.

- c. The permittee shall not be eligible for renewal of a short-term rental permit if the permittee has had any convictions of violating any Princeton ordinance regulating housing, occupancy tax, zoning, land use, parking, noise, solid waste or recycling in connection with the property that is the subject of the short-term rental during the immediately preceding one-year period.
- d. The remaining application requirements set forth in sections 16-81 and 16-82 above, and other relevant requirements of this article, shall apply equally to applications for renewal.

Sec. 16-84. Occupancy Tax.

Permittees shall be responsible to pay a tax of 3% of charges of rent for every occupancy of a short-term rental unit when the unit also qualifies as a “transient accommodation” in accordance with the provisions of chapter 15A of this Code. Such tax shall be in addition to any other tax or fee imposed pursuant to statute or local ordinance or resolution by any governmental entity upon the occupancy of the short-term rental, including but limited to sale and use taxes.

Sec. 16-85. General Regulations for Operation of Short-Term Rentals.

- a. All short-term rentals must comply with all applicable rules, regulations and ordinances of Princeton, including but not limited to the provisions of this chapter, and all applicable rules, regulations and statutes of the State of New Jersey, including regulations governing such lodging uses, as applicable. The permittee shall ensure that the short-term rental is used in a manner that complies with all applicable laws, rules and regulations pertaining to the use and occupancy of a short-term rental. Failure to comply shall be grounds for revocation of the short-term rental permit.
- b. Permittees shall (1) maintain a ledger for all permitted short-term rentals, recording for each such rental the name(s) and address(es) of all occupants and the dates and duration of the rental; and (2) retain the ledger and copies of all related rental agreements for at least two years. These documents shall be subject to inspection by the Rental Housing Inspections Office upon reasonable request.
- c. All permitted short-term rentals and the properties in which they are located shall comply with the municipal housing code under section 16-3A of this Code, including but not limited to the occupancy limitations outlined in section 16-3A(c).
- d. The permittee shall not install or permit the installation of any advertising or identifying mechanisms, such as signage, including lawn signage, on the exterior of the property (or which is visible from the public right of way) identifying the property for rent as a short-term rental property.

- e. In the event any complaint is received by the municipal clerk, police department or other agency having jurisdiction concerning the use or occupancy of the short-term rental property or alleging a violation of applicable laws and regulations by the occupants, the owner, owner's representative or long-term lessee shall be responsible for taking action required to resolve the complaint. The response to all complaints shall be coordinated through the municipal clerk.

- f. Whenever the short-term rental is occupied by renters, the owner, owner's representative or long-term lessee shall be available 24 hours per day and seven days per week for the purpose of responding to complaints regarding the condition, maintenance or operation of the property, the conduct of occupants or the presence of a nuisance. The required response time shall be two hours or less. The failure of the owner, owner's representative or long-term lessee to respond within this time shall constitute a violation of this article.

- g. The permittee shall prominently post on the interior of the front door of the unit and keep current an eight-and-one half by eleven-inch placard providing the following information:
 - 1. Name and phone number of the person who holds the permit for the short-term rental;
 - 2. Name and phone number of the owner's representative (if different from the owner);
 - 3. Phone numbers for the police department and municipal clerk;
 - 4. Maximum number of permitted occupants;
 - 5. Trash and recycling pickup day and all applicable rules and regulations regarding trash disposal and recycling;
 - 6. Rules concerning parking; and
 - 7. Notification that an occupant, as well as the permittee and/or owner's representative, shall be subject to prosecution for violations of Princeton ordinances and applicable laws.

Sec. 16-86. Revocation of Permit.

- a. A permit may be revoked by the Rental Housing Inspections Office for any of the following causes:
 - 1. Fraud, misrepresentation or false statements contained in the application for permit;

2. Fraud, misrepresentation or false statement made in the course of carrying out activities pursuant to the permit; or
 3. Conviction of violating any provision of this article or another Princeton ordinance relating to the short-term rental property.
- b. Notice of revocation shall be provided to the permittee in writing, setting forth the grounds for revocation, notifying the permittee of a right to a hearing prior to the revocation taking effect and applicable time periods for challenging the revocation. The notice shall be served personally upon the permittee or sent via certified mail to the permittee's address.
 - c. The permittee shall have the right to a hearing before the health officer. The hearing shall take place within 30 days of the original notice, and the hearing officer's decision shall be final. If the permittee does not participate in a hearing, then the revocation shall take effect as indicated in the notice from the Rental Housing Inspections Office and shall be in effect for one-year from its commencement.

Sec. 16-87. Enforcement, Violations and Penalties.

- a. The provisions of this article shall be subject to enforcement by the Princeton police department, zoning officer, health officer, construction official, fire official and rental housing inspector.
- b. Any person violating any provision of this article shall, upon notice, immediately cease and desist the conduct or condition which is the reason for the violation.
- c. Violations of this article shall be subject to fines and penalties including a fine up to \$1,250, imprisonment for any term not exceeding 90 days, and/or a period of community service not exceeding 90 days. Each day the violation has continued shall constitute a separate violation.
- d. The fines and/or penalties for violation of this article shall be in addition to any and all remedies available under this article, applicable laws and other Princeton ordinances.

Sec. 16-88. Dwelling Units in Use as Short-Term Rentals as of Effective Date of Article.

- a. A dwelling unit that is in use as a short-term rental as of the effective date of this article may continue to be used as a short-term rental without interruption only when in compliance with either subsection b. or c. of this section. As used in this section, a dwelling unit or accessory dwelling unit is in "use" as a short-term rental if, during the 180 days immediately preceding the effective date of this article, the unit has been, (1) on at least one occasion, rented as a short-term rental to a third

party and/or (2) actively advertised for rental as a short-term rental for at least 30 consecutive days.

- b. If the dwelling unit is the owner's or long-term lessee's principal residence in accordance with the provisions of section 16-80a., then the owner or long-term lessee may continue to use the dwelling unit as a short-term rental as long as the owner or long-term lessee applies for a permit within 30 days of the effective date of this article in accordance with the provisions of section 16-81 and complies with all other provisions of this article. In the event the Rental Housing Inspection Office denies the permit, the owner or short-term lessee's right to continue to use the short-term rental unit shall immediately terminate. The applicant shall retain the right of appeal set forth in section 16-82d.

- c. A dwelling unit that is in use as a short-term rental that is not the principal residence of the owner or long-term lessee in accordance with the provisions of section 16-80a. may continue to be used as a short-term rental following the effective date of this article for a period of thirty-six months therefrom when in strict compliance with this subsection 16-88c.
 - 1. Only the owner, long-term lessee or owner's representative may apply for a permit under this subsection.
 - 2. The applicant shall apply within 30 days of the effective date of this article in accordance with the provisions of section 16-81, except that if the owner's representative is the applicant, then the application shall include written authorization from the owner that said representative is authorized to file the application.
 - 3. The applicant shall provide documentation demonstrating that the dwelling unit is "in use" as a short-term rental as of the effective date of this article.
 - 4. In the event the Rental Housing Inspection Office denies the permit, the ability to continue to use the short-term rental unit shall immediately terminate. The applicant shall retain the right of appeal set forth in section 16-82d.
 - 5. The owner, long-term lessee or owner's representative shall comply with all other provisions and requirements of this article for the duration of use of the dwelling unit as a short-term rental.

Following the expiration of the thirty-six month period from the effective date of this article, no person shall be permitted to operate a short-term rental unless in compliance with the provisions of subsection 16-80a. above.

Section 2. Section 16-23, “Registration of Rental Dwellings Required,” of Chapter 16 of the Borough Code is hereby amended as follows (additions are underlined and deletions are [bracketed]):

ARTICLE III.

REGULATION OF RENTAL HOUSING

Sec. 16-23. Registration of Rental Dwellings Required.

Except as provided in this section or section 16-25, [E]very building or part thereof that is rented or held for rent for human habitation shall be registered by the owner with the rental housing coordinator pursuant to section 16-26 below prior to the issuance of a certificate required by Section 16-7 of this Code, and every two years thereafter. This registration requirement shall apply to every rental regardless of the period of time of occupancy of a rental.

- (a) A certificate of registration issued by the State Commissioner of the Department of Community Affairs for rooming and/or boarding homes pursuant to N.J.S.A. 55:13B- 1 et seq. shall be deemed to satisfy the requirements of this section.
- (b) A certificate of registration issued by the State Commissioner of the Department of Community Affairs for multiple family dwellings pursuant to N.J.S.A. 46:8-28 and N.J.S.A. 55:13A-1 et seq. shall be deemed to satisfy the requirements of this section.
- (c) A permit issued by the Princeton Rental Housing Inspections Office under article VIII, “Short-Term Rentals,” shall be deemed to satisfy the requirements of this section.

Section 3. Chapter 15A of the Borough Code, entitled “Hotel Usage Tax,” is hereby amended by changing its title and substance as follows (deletions are [bracketed] and additions are underlined).

CHAPTER 15A. HOTEL AND TRANSIENT ACCOMMODATION USAGE TAX

Sec. 15A-1. Tax Imposed.

The municipality does hereby impose a tax, at a uniform percentage rate of one percent on charges of rent for every occupancy on or after July 1, 2003 but before July 1, 2004, and three percent on charges of rent for every occupancy on or after July 1, 2004, on a room or rooms in a hotel subject to taxation pursuant to the New Jersey State Sales Tax,

more specifically set forth in subsection (d) of section 3 of P.L. 1966, c.30 (N.J.S.A. 54:32B-3). Upon the effective date of Ordinance (article VIII of chapter 16 of this Code), there shall also be a tax of three percent of charges of rent on a room or rooms in a transient accommodation subject to taxation pursuant to the New Jersey State Sales Tax, more specifically set forth in subsection (d) of section 3 of P.L. 1966, c.30 (N.J.S.A. 54:32B-3). A tax imposed under this section shall be in addition to any other tax or fee imposed pursuant to statute or local ordinance or resolution by the municipality. Any unpaid taxes under this chapter shall be subject to interest at a rate of five percent per annum.

The terms used in this chapter, including but not limited to “hotel,” “occupancy”₂, [and] “room,” “transient accommodation” and “transient space marketplaces” shall be as defined in N.J.S.A. 54:32B-2.

Sec. 15A-2. Copy of Chapter to State Treasurer; Effective Date; Annual Submission to State Treasurer.

A copy of this chapter and any amendment thereto shall be transmitted upon adoption or amendment to the State Treasurer, along with a list of the names and addresses of all hotels, [and] motels and transient accommodations located within the municipality. This chapter or any amendment thereto shall take effect on the first day of the first full month occurring thirty days after the date of transmittal to the State Treasurer during calendar year 2003 and on the first day of the first full month occurring ninety days after the date of transmittal to the State Treasurer for any amendments adopted in calendar year 2004 and thereafter.

Princeton shall annually provide to the State Treasurer, no later than January 1 of each year, a list of the names and addresses of all hotels, [and] motels and transient accommodations located in the municipality, as well as the name and address of any hotel, [or] motel or transient accommodation that commences operation after January 1 of any year.

Sec. 15A-3. Conformance With State Statutes.

The [Hotel O]ccupancy tax established under this chapter shall be administered in conformance with Section 4 of Chapter 114 of the Laws of 2003 as follows:

- a. All taxes imposed by this chapter shall be paid by the purchaser or guest renting a hotel, motel or transient accommodation room;
- b. A [vendor or] hotel establishment, motel or transient accommodation (hereinafter "vendor") shall not assume or absorb any tax imposed by this chapter;
- c. A vendor shall not in any manner advertise or hold out to any person or to the public in general, in any manner, directly or indirectly, that the tax will be assumed or absorbed by the vendor, that the tax will not be separately charged and stated to the

customer or hotel, motel or transient accommodation guest, or that the tax will be refunded to the customer;

- d. Each assumption or absorption by a vendor of the tax shall be deemed a separate offense and each representation or advertisement by a vendor for each day the representation or advertisement continues shall be deemed a separate offense; and
- e. Any violation of this section shall be subject to the penalties provided for in section 1-6 of this Code. Each violation of a provision of this section shall be considered a separate offense and a separate offense shall be deemed committed on each day during which or on which a violation occurs or continues.

Sec. 15A-4. Collection of Tax.

- a. A tax imposed pursuant to this chapter shall be collected on behalf of the municipality by the person collecting the rent from the hotel or transient accommodation customer.
- b. Each vendor or person required to collect a tax imposed by the chapter shall be personally liable for the tax imposed, collected or required to be collected hereunder. Any such vendor or person shall have the same right in respect to collecting the tax from a customer or hotel or transient accommodation guest as if the tax were a part of the rent and payable at the same time; provided, however, that the chief fiscal officer of the municipality shall be joined as a party in any action or proceeding brought to collect the tax.
- c. Notwithstanding any other provision of law or administrative action to the contrary, transient space marketplaces shall be required to collect and pay on behalf of persons engaged in the business of providing transient accommodations located in this State the tax for transactions through the transient space marketplace. For not less than four years following the end of the calendar year in which the transaction occurred, the transient space marketplace shall maintain the following data for those transactions consummated through the transient space marketplace:
 - 1. The name of the person who provided the transient accommodation;
 - 2. The name of the customer who procured occupancy of the transient accommodation;
 - 3. The address, including any unit designation, of the transient accommodation;
 - 4. The dates and nightly rates for which the consumer procured occupancy of the transient accommodation;
 - 5. The municipal transient accommodation registration number, if applicable;

6. A statement as to whether such booking services will be provided in connection with (i) short-term rental of the entirety of such unit, (ii) short-term rental of part of such unit, but not the entirety of such unit, and/or (iii) short-term rental of the entirety of such unit, or part thereof, in which a non-short-term occupant will continue to occupy such unit for the duration of such short-term rental;
7. The individualized name or number of each such advertisement or listing connected to such unit and the uniform resource locator (URL) for each such listing or advertisement, where applicable; and
8. Such other information as the Division of Taxation may by rule require.

Sec. 15A-5. Filing of Return with Director of Division of Taxation.

- a. A person required to collect a tax imposed pursuant to the provisions of this chapter shall, on or before the dates required pursuant to section 17 of P.L. 1966, c.30 (C.54:32B-17), forward to the Director of the Division of Taxation in the New Jersey Department of the Treasury (hereinafter the "Director"), the tax collected in the preceding month and make and file a return for the preceding month with the Director on any form and containing any information as the Director shall prescribe as necessary to determine liability for the tax in the preceding month during which the person was required to collect the tax.
- b. The Director may permit or require returns to be made covering other periods and upon any dates as the Director may specify. In addition, the Director may require payments of tax liability at any intervals and based upon any classifications as the director may designate. In prescribing any other periods to be covered by the return or intervals or classifications for payment of tax liability, the Director may take into account the dollar volume of tax involved as well as the need for ensuring the prompt and orderly collection of the tax imposed.
- c. The Director may require amended returns to be filed within twenty days after notice and to contain the information specified in the notice.

Sec. 15A-6. Director to Administer Tax.

- a. The Director shall collect and administer any tax imposed pursuant to the provisions of section 3 of Chapter 114 of the Laws of 2003. In carrying out the provisions of this section, the Director shall have all the powers granted in P.L. 1966, c.30 (C.54:32B-1 et seq.).
- b. The Director shall determine and certify to the State Treasurer on a quarterly or more frequent basis, as prescribed by the State Treasurer, the amount of revenues

collected for the municipality pursuant to section 3 of Chapter 114 of the Laws of 2003.

- c. The State Treasurer, upon the certification of the Director and upon the warrant of the State Comptroller, shall pay and distribute to the municipality on a quarterly or more frequent basis, as prescribed by the State Treasurer, the amount of revenues determined and certified under subsection (b) of this section. The State Treasurer shall include within each distribution of tax revenue a list of all of the hotels, [and] motels and transient accommodations in the municipality that submitted municipal occupancy tax revenue to the State as required by subsection (a) of section 15A-5.
- d. A tax imposed pursuant to the provisions of this chapter shall be governed by the provisions of the "State Uniform Tax Procedure Law," N.J.S.A. 54:48-1 *et seq.*

Sec. 15A-7. Written Notification of Nonpayment of Taxes; Actions of Municipality.

- a. The State Treasurer shall annually provide to the municipality written notification of nonpayment by a hotel, [or] motel or transient accommodation of taxes required to be paid under this chapter. The written notification required shall also authorize the municipality to act as the collection agent for the outstanding balance of taxes due and owing to it in place of the State Treasurer.
- b. In the event that the tax imposed under this chapter is not paid as and when due by a hotel, [or] motel or transient accommodation, the unpaid balance, and any interest accruing thereon, shall be a lien on the parcel of real property comprising the hotel, [or] motel or transient accommodation in the same manner as all other unpaid municipal taxes, fees, or other charges. The lien shall be superior and paramount to the interest in such parcel of any owner, lessee, tenant, mortgagee, or other person, except the lien of municipal taxes and shall be on a parity with and deemed equal to the municipal lien on the parcel for unpaid property taxes due and owing in the same year.
- c. The municipality shall file in the office of its tax collector a statement showing the amount and due date of the unpaid balance and identifying the lot and block number of the parcel of real property that comprises the delinquent hotel, [or] motel or transient accommodation. The lien shall be enforced as a municipal lien in the same manner as all other municipal liens are enforced.

Sec. 15A-8. Chapter Subject to Rules and Regulations Adopted by State Treasurer.

The provisions of this chapter shall be subject to any rules or regulations that may be adopted by the State Treasurer.

Section 4. All ordinances and resolutions or parts thereof inconsistent with this ordinance are repealed.

Section 5. 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 6. Upon final adoption, a copy of this ordinance shall be transmitted to the State Treasurer, together with a list of the names and addresses of all of the hotels, motels and transient accommodations located in Princeton.

Section 7. This ordinance shall take effect upon its final adoption and publication as provided for by law, except that the amendments to the tax provisions contained in Chapter 15A imposing a three percent tax on transient accommodations shall take effect on the first day of the first full month occurring ninety days after the date of transmittal to the State Treasurer.

Dawn M. Mount, Clerk

Mark Freda, Mayor

Ordinance Introduced:

Ordinance Adopted:

STATEMENT OF PURPOSE

The purpose of this ordinance is protect the health, safety and welfare of the community by: authorizing the use of a residential dwelling unit for short-term rental if the dwelling unit is the owner's or long-term lessee's principal residence; establishing reasonable requirements for use of authorized properties as short-term rentals; creating procedures and an application and permitting process for short-term rental properties; charging reasonable fees for Princeton's administration of short-term rental properties; providing for the enforcement of the new regulatory and permitting scheme; charging a 3% occupancy tax on rentals of transient accommodations, in accordance with State law; enabling short-term rentals in use as of the effective date of this ordinance to continue for a term of thirty-six months therefrom, notwithstanding that they are not the principal residence of an owner or long-term lessee; and updating existing provisions of Chapter 16 to ensure that all rentals of residential property shall be registered with Princeton regardless of the period of occupancy.



Staff Report

File #: R-25-389

Agenda Date: 11/24/2025

Agenda #: 1.

Resolution of the Mayor and Council of Princeton Authorizing and Directing the Planning Board of the Municipality of Princeton to Undertake a Preliminary Investigation of the Properties Located at 27 Franklin Avenue, Princeton and 101 Walnut Lane, Princeton, and Designated on the Official Tax Map of Princeton as Block 7301, Lot 1 and Block 31.01, Lot 105, respectively, to Determine Whether the Properties, or Parts thereof, Qualify as a Non-Condensation Area in Need of Redevelopment.

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.* (the “**Redevelopment Law**”) authorizes a municipality to determine whether certain properties or parcels of land located within the municipality constitute an area in need of redevelopment, pursuant to the enumerated criteria set forth in the Redevelopment Law; and

WHEREAS, the Redevelopment Law sets forth a specific procedure and the specific requirements for determining and establishing an area in need of redevelopment; and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-6*, before an area of the municipality is determined to be in need of redevelopment, the governing body of the municipality shall, by resolution, authorize the municipal planning board to undertake a preliminary investigation to determine whether the proposed area is a redevelopment area according to the criteria set forth in *N.J.S.A. 40A:12A-5* of the Redevelopment Law; and

WHEREAS, the Redevelopment Law, *N.J.S.A. 40A:12A-6*, also requires the governing body to specify whether the area being investigated will be considered for determination as a “non-condemnation redevelopment area,” such that the municipality shall be authorized to use all those powers provided by the Legislature for use in a redevelopment area other than the use of eminent domain, or as a “condemnation redevelopment area,” such that the municipality shall be authorized to use all of those powers provided by the Legislature for use in a redevelopment area, including the power of eminent domain; and

WHEREAS, the Mayor and Council of the Municipality of Princeton (the “**Governing Body**”) desire to authorize and direct the Planning Board of the Municipality of Princeton (the “**Planning Board**”) to undertake a preliminary investigation to determine whether the real properties located at 27 Franklin Avenue, Princeton and 101 Walnut Lane, Princeton, and designated on the Official Tax Map of Princeton as Block 7301, Lot 1 and Block 31.01, Lot 105, respectively (the “**Study Area**”), qualify as a non-condemnation area in need of redevelopment pursuant to and in accordance with the Redevelopment Law; and

WHEREAS, the Governing Body hereby requests and directs the Planning Board to undertake an investigation of the Study Area, and produce a report containing its findings as to whether the Study Area meets one or more of the criteria set forth in *N.J.S.A. 40A:12A-5*, and make a recommendation to the Governing Body as to whether all or a portion of the Study Area should be designated as a non-condemnation redevelopment area.

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

1. The preamble to this resolution is hereby incorporated herein as if fully restated.
2. The Planning Board is hereby directed to conduct a preliminary investigation of the Study Area defined hereinabove, consisting of the real properties located at 27 Franklin Avenue, Princeton and 101 Walnut Lane, Princeton, and designated on the Official Tax Map of Princeton as Block 7301, Lot 1 and Block 31.01, Lot 105, respectively, in accordance with the requirements set forth in *N.J.S.A. 40A:12A-6* of the Redevelopment Law, in order to determine whether the Study Area, or part(s) thereof, meet the requirements for designation as a non-condemnation redevelopment area, such that the municipality may be authorized to use all those powers provided by the Legislature for use in a redevelopment area other than the use of eminent domain.
3. The Planning Board is directed to prepare a map of the Study Area showing the boundaries of the proposed redevelopment area and locations of the various parcels of property included therein, along with a statement setting forth the basis for the investigation appended to the map; to prepare a report containing the Planning Board's findings; and to hold a duly noticed public hearing for the purpose of presenting the results of its investigation, hearing from all persons who are interested in, or would be affected by, a determination that the Study Area is a redevelopment area, and receiving into the record and considering all objections and evidence in support of such objections to a determination that the Study Area be designated as a non-condemnation redevelopment area.
4. After completing its public hearing on the matter, the Planning Board shall make a recommendation to the Governing Body as to whether all, or any portion thereof, of the Study Area should be designated as a non-condemnation redevelopment area.
5. The Planning Board staff, consultants and professionals, including Topology NJ LLC, are hereby authorized and directed to assist the Planning Board in conducting its investigation of the Study Area.
6. This resolution shall take effect immediately.
7. The Municipal Clerk shall cause a copy of this resolution to be transmitted forthwith to the Planning Board.
8. The findings and recommendations of the Planning Board, once completed, shall be submitted to the Governing Body for review and consideration in accordance with the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*

MEMORANDUM

TO: The Mayor and Council of the Municipality of Princeton
FROM: Greenbaum, Rowe, Smith and Davis LLP
DATE: November 6, 2025
RE: Resolution to Authorize and Direct the Municipal Planning Board to Undertake a Preliminary Investigation to Determine whether 27 Franklin Avenue (Block 7301, Lot 1), and 101 Walnut Lane (Block 31.01, Lot 105), Qualify as an Area in Need of Redevelopment under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq.

The Mayor and Council of the Municipality of Princeton (the “**Governing Body**”) are being asked to approve a resolution (the “**Resolution**”) to authorize and direct the Planning Board of the Municipality of Princeton (the “**Planning Board**”) to undertake a preliminary investigation to determine whether the real properties located at 27 Franklin Avenue, Princeton and 101 Walnut Lane, Princeton and designated on the Tax Map of Princeton as Block 7301, Lot 1 and Block 31.01, Lot 105, respectively (the “**Study Area**”), qualify as a non-condemnation area in need of redevelopment pursuant to and in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the “**Redevelopment Law**”).

Pursuant to the Redevelopment Law, the Municipality of Princeton (the “**Municipality**”) is authorized to determine whether certain properties or parcels of land located within the municipality constitute an area in need of redevelopment, pursuant to the enumerated criteria set forth in the Redevelopment Law. The first step in designating certain property as an area in need of redevelopment under the Redevelopment Law requires the Governing Body adopt a resolution to direct and authorize the Planning Board to undertake a preliminary investigation to determine whether the identified property qualifies as an area in need of redevelopment under the criteria set forth in *N.J.S.A.* 40A:12A-5. Importantly, the resolution directing the Planning Board to undertake the preliminary investigation must specify whether the area being investigated will be considered for determination as a “non-condemnation redevelopment area” or a “condemnation redevelopment area.”

Here, the Resolution, if approved by the Governing Body, would commence the process under the Redevelopment Law to designate the Study Area as an area in need of redevelopment.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-25-390

Agenda Date: 11/24/2025

Agenda #: 2.

Resolution of the Mayor and Council of the Municipality of Princeton Authorizing the Award of a Professional Services Agreement to Topology NJ LLC for Planning Services in Connection with a Preliminary Investigation, Pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., for an Amount Not to Exceed \$21,000

WHEREAS, the Municipality of Princeton (“**Princeton**”) has a need for professional planning services in connection with a preliminary investigation, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1, et seq. (the “**Redevelopment Law**”), to determine whether the real properties located at 27 Franklin Avenue, Princeton and 101 Walnut Lane, Princeton, and designated on the Official Tax Map of Princeton as Block 7301, Lot 1 and Block 31.01, Lot 105, respectively, qualify as a non-condemnation area in need of redevelopment pursuant to and in accordance with the Redevelopment Law; and

WHEREAS, Topology NJ LLC (“**Topology**”) provided a proposal for these services for an amount not to exceed \$21,000.00; 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, Topology has completed and submitted the required pay-to-play forms which certify that Topology has not made any reportable contributions to a candidate committee in Princeton in the previous year, and that the contract will prohibit Topology 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 04-215-24-034-900-200; 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 with Topology NJ LLC for professional planning services in connection with a preliminary investigation, pursuant to the Redevelopment Law, to determine whether the real properties located at 27 Franklin Avenue, Princeton and 101 Walnut Lane, Princeton, and designated on the Official Tax Map of Princeton as Block 7301, Lot 1 and Block 31.01, Lot 105, respectively, qualify as a non-condemnation area in need of redevelopment pursuant to and in accordance with the Redevelopment Law, for an amount not to exceed \$21,000.00, without competitive bidding as a Professional Service in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)*.
2. The Term of this contract shall be 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.

MEMORANDUM

TO: The Mayor and Council of the Municipality of Princeton
FROM: Greenbaum, Rowe, Smith and Davis LLP
DATE: November 6, 2025
RE: Resolution to Authorize a Professional Services Agreement with Topology NJ LLC for Planning Services

The Mayor and Council of the Municipality of Princeton (the “**Governing Body**”) are being asked to approve a resolution (the “**Resolution**”) to authorize a professional services agreement, a copy of which is attached to the Resolution (the “**Proposed Agreement**”), with Topology NJ LLC (“**Topology**”) for the provision of planning services in connection with a preliminary investigation in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.* (the “**Redevelopment Law**”). The preliminary investigation, with the assistance of Topology, will be performed by the Planning Board of the Municipality of Princeton (the “**Planning Board**”) to determine whether 27 Franklin Avenue, Princeton (Block 7301, Lot 1) and 101 Walnut Lane, Princeton (Block 31.01, Lot 105) (collectively, the “**Property**” or the “**Westminster Choir College**”), qualify as an area in need of redevelopment under the Redevelopment Law (the “**Services**”).

Topology

Topology is a professional planning consulting firm that provides planning services throughout the State of New Jersey, including to the Municipality of Princeton (the “**Municipality**”) as the project planner for the Property. In this role, Topology has been assisting the Governing Body’s Planning, Redevelopment and Affordable Housing sub-committee in developing a plan for the use of the Property, which is expected to be presented by Topology at the Council Meeting on November 10, 2025.

Proposed Agreement & the Local Public Contracts Law

On October 6, 2025, Topology submitted a proposal to the Municipality to provide the Services, a copy of which is attached to the Proposed Agreement as Exhibit B. Topology has proposed to provide the Services, which are more specifically defined in the Proposal, for an amount not to exceed \$21,000.00. In accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “**LPCL**”), the term of the Proposed Agreement is twelve (12) months. *See N.J.S.A. 40A:11-15.*

The LPCL exempts from public bidding contracts for professional services. *See N.J.S.A. 40A:11-5(1)(a)(i).* The provision of planning services is included within the definition of “professional services.” *See N.J.S.A. 40A:11-2(6).* Moreover, Topology has completed and submitted the necessary pay-to-play forms in accordance with *N.J.S.A. 19:44A-20.8*, which are on file in the Office of the Municipal Clerk. Accordingly, the Municipality is authorized to enter into the Proposed Agreement with Topology.

Redevelopment Area Investigation

The Governing Body, by separate resolution on this date, is also being asked to approve a resolution to authorize and direct the Planning Board to undertake a preliminary investigation to determine whether the Property qualifies as a non-condemnation area in need of redevelopment pursuant to and in accordance with the Redevelopment Law (the “**Preliminary Investigation Resolution**”). The Services to be provided by Topology are necessary for the Planning Board to perform the preliminary investigation as directed by the Governing Body.

The Redevelopment Law sets forth specific procedures and requirements for a municipality to designate property as an area in need of redevelopment. The preliminary investigation is the first requirement under the Redevelopment Law and serves to establish the factual basis for designating a property as an area in need of redevelopment. The Redevelopment Law requires a planning board to conduct a preliminary investigation and then memorialize its findings, along with a recommendation, in a report to the municipal governing body. The planning board’s report and recommendation are then relied upon by the municipal governing body to decide whether to designate the subject property as an area in need of redevelopment. Once a property is designated as an area in need of redevelopment, a redevelopment plan may be adopted in accordance with the requirements of the Redevelopment Law. The purpose of this investigation now is to help further inform the planning process currently being undertaken as to the availability of certain tools afforded under the Redevelopment Law should the Council wish to use them at a later date.

**PROFESSIONAL SERVICES AGREEMENT FOR PLANNING SERVICES IN
CONNECTION WITH A PRELIMINARY INVESTIGATION, PURSUANT TO THE
LOCAL REDEVELOPMENT AND HOUSING LAW**

THIS AGREEMENT (“**Agreement**” or “**agreement**”), is made by and between the MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey, having its principal office at 400 Witherspoon Street, Princeton, New Jersey 08540, County of Mercer, State of New Jersey (hereinafter referred to as “**PRINCETON**”), and TOPOLOGY NJ LLC, a New Jersey Limited Liability Company, with offices located at 60 Union Street, #1N, Newark, NJ 07105 (hereinafter referred to as “**CONSULTANT**”).

WITNESS

WHEREAS, PRINCETON desires to obtain planning services for in connection with a preliminary investigation, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.* (the “**Redevelopment Law**”), to determine whether the real properties located at 27 Franklin Avenue, Princeton and 101 Walnut Lane, Princeton, and designated on the Tax Map of Princeton as Block 7301, Lot 1 and Block 31.01, Lot 105, respectively, qualify as a non-condemnation area in need of redevelopment pursuant to and in accordance with the Redevelopment Law; and

WHEREAS, on October 6, 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 twenty-one thousand dollars and zero cents (\$21,000.00), subject to annual budgetary appropriations.
- b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit B. CONSULTANT shall give written notice to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the compensation set forth in paragraph 3a.
- c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of invoice and an audited and approved signed voucher.

4. Terms and Conditions.

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

5. Political Contributions.

- a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in *N.J.S.A. 19:44A-20.7*. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by *N.J.S.A. 19:44A-20.7*) has neither made a contribution that is reportable by the recipient under P.L. 1973, c.83, *N.J.S.A. 19:44A-1 et seq.* (i.e., in excess of \$200.00), in the one (1) year period preceding the award of this Agreement nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.

- b. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to *N.J.S.A. 19:44A-20.27* if CONSULTANT receives in a calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity. It is CONSULTANT'S responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

6. Insurance; Hold Harmless.

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

7. Complete Agreement.

- a. This Agreement and any attachments hereto or incorporated by reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written. IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

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

WITNESS:

MUNICIPALITY OF PRINCETON

Dawn M. Mount, Municipal Clerk

By: _____
Name: Mark Freda
Title: Mayor

Date: _____

Date: _____

WITNESS:

TOPOLOGY NJ LLC

By: _____
Name:
Title:

Date: _____

Date: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and 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 and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

PROPOSAL OF SERVICES

Date: October 6, 2025

To: Municipality of Princeton
 Attn: Justin Lesko (jlesko@princetonnj.gov)
 Planning Director
 400 Witherspoon Street
 Princeton, NJ 08540

SUBJECT: PROPOSAL FOR AREA IN NEED OF REDEVELOPMENT PRELIMINARY INVESTIGATION REPORT "WESTMINSTER CHOIR COLLEGE"

Topology NJ LLC ("Topology") is pleased to provide this proposal for professional planning services for the deliverable of an Area in Need of Redevelopment Report without Condemnation (i.e. Preliminary Investigation) per New Jersey's Local Redevelopment and Housing Law (LRHL). The Study Area shall consist of Block 31.01, Lot 105 and Block 7301, Lot 1 (the "Property"). We are excited for the opportunity to assist Princeton in continuing to advance its local planning objectives.

I. SCOPE OF SERVICES

Topology will prepare a Preliminary Investigation Report based upon preliminary discussions, best practices and the Local Redevelopment and Housing Law statutory requirements.

- **Task 1: Background Research and Analysis:** Topology will conduct an analysis consistent with the minimum requirements specified under N.J.S.A. 40A:12A-5 and 6. Analysis of this part of the investigation may include:
 - Survey of land uses, property condition, occupancy, and ownership status;
 - Review of municipal tax maps, historic aerials, and Sanborn maps;
 - Review of building, property management, and fire and health violations recorded by the Township;
 - Review of development applications, approvals, and permits;
 - Review of tax and assessment data and deed information available from the County and State;
 - Review of existing zoning and land use regulations, the Master Plan, and other applicable planning documents from the Municipality;
 - Conduct site visits and noting existing conditions; and
 - Conduct such other investigations and perform such other tasks as required under Section 40A 12A-5 and 6 to provide the Planning Board with the information required for them to determine if the site under investigation qualifies as an area in need of redevelopment.

Topology will rely on the Municipality to produce many of the municipal records described above.

Note: A title search shall not be conducted without advance permission of Client.

- **Task 2: Deliverable Preparation:** Topology will format the research and analysis into a report that will meet statutory requirements. Additionally, Topology will prepare a presentation to assist in the public

meetings required under the Local Redevelopment and Housing Law. At the conclusion of this phase, Topology will have a formatted report and presentation summarizing our recommendations. Topology will participate in up to one (1) work session with the Municipality to review the draft document. Topology will update the draft to reflect Municipality comments.

- **Task 3: Regulatory Process:** Topology will oversee the adoption process of the Area in Need of Redevelopment report in accordance with the Local Redevelopment and Housing Law and ensure compliance. At the conclusion of this phase, Topology will have presented our findings to the Planning Board at up to one (1) meeting and to the Governing Body at up to one (1) meeting.

Additional meetings (e.g. subsequent Planning Board or Governing Body meetings) will be considered out of scope. Any required noticing is anticipated to be completed by the Municipality.

GENERAL ASSUMPTIONS: It is assumed that legal counsel will be available to review policy provisions and to review appropriate statutory language for notices / resolutions / ordinances in advance of adoption. It is also assumed that the Municipality will provide all historic documentation available to support background research.

II. SCHEDULE + PAYMENT TERMS

We anticipate that the scope of work will take approximately **four (4) months** from Authorization to Proceed. Please note that this is an approximate timeline. Difficulties obtaining data, scheduling meetings, or other unforeseeable circumstances could delay completion. We understand the eagerness of the Municipality to move the process along in a timely fashion and we will proceed accordingly.

Topology will undertake the scope of work described above under a fixed fee basis of \$21,000. The fee shall be billed in the following increments at the conclusion of the task outlined above:

- Task 1: Background Research and Analysis: \$6,000
- Task 2: Deliverable Preparation: \$10,000
- Task 3: Regulatory Process: \$5,000

The rate excludes costs that would be billed as reimbursable, which includes, but is not limited to:

- Costs associated with materials for public engagement sessions
- Procurement of data from third party vendors
- Printing and production of deliverables
- Courier or express mail
- Mileage travel costs

The Municipality may request out-of-scope services on an hourly basis. Topology will not proceed with any out-of-scope work without prior approval. These may include:

- Additional phone calls or meetings beyond the above scope.
- Additional attendance at public hearings beyond the above scope.
- Legal assistance (e.g. public notices).
- Additional regulations beyond the above scope.

All work that falls outside the scope stated above will be invoiced on an hourly basis pursuant to the following hourly fee schedule:

- CEO Principal: \$250
- Principal: \$200
- Planner III: \$175
- Planner I-II: \$150
- Planning Assistant: \$125

Topology will issue monthly invoices for each service provided. Payment is due within thirty (30) days from receipt of Topology's invoice.

III. TERMS OF AGREEMENT

This proposal is valid 90 days from the date of issuance. This agreement is effective as of the date of execution and will terminate no later than twelve months from the date of execution. Any work requested to be performed under this contract after such date will be billed at prevailing rates.

TOPOLOGY NJ LLC

TERMS AND CONDITIONS

These Terms and Conditions, (the “Agreement”) are entered into this ___ day of, _____ 2025 (“Effective Date”), by and between Topology NJ, LLC, a New Jersey limited liability company having an address at 60 Union Street # 1N Newark, NJ 07105 (“Topology”) and _____ (“Client”). Topology and Client may be referred to individually as a “party” or collectively as the “parties”.

1. Services.

a) Topology agrees to provide the professional services (the “Services”) set forth in each scope of work signed by the parties, in the SOW (Scope of Services). This Agreement or the applicable SOW may incorporate by reference other engagement documents entered into by the parties thereunder. Each such SOW is incorporated into this Agreement by reference. Unless otherwise directed in writing by an authorized representative of Topology, all payments owed by Client for the Services shall be remitted directly to Topology in accordance with Section 2.

b) Topology’s obligation to achieve the dates or milestones governed by this Agreement are subject to the timely performance of Client of its obligations hereunder as applicable so as to not interfere with Topology’s achievement of such obligations. Topology shall utilize diligent efforts to meet such dates and shall notify Client promptly if Topology encounters significant delays in completing the Services.

(c) If Client requests a change to an SOW or engagement document that Topology reasonably believes will result in a change in (i) the schedule for completing the Services; (ii) the engagement document requirements; or (iii) the estimate of compensation for the Services, then Topology will provide Client with a written change order that sets forth the changes and the estimated delay, if any, in the completion or delivery of the Services or Deliverables (defined below). Client will indicate its acceptance by signing the change order. Topology shall have no obligation to perform any Services not set forth in an SOW or engagement document or any Services affected by a requested change, unless pursuant to a signed change order by Client. Topology shall not be responsible for delays or additional Services needed as a result of unforeseen or unknown information or issues with respect to Client’s systems, technology, or infrastructure or as a result of Client’s delay in accepting a change order on terms and conditions required by Topology. Client acknowledges that such issues may arise as Topology commences the Services and that such issues may result in the need for one or more change orders. In no event shall any change order proposal be deemed a breach or threatened breach of this Agreement by Topology and Topology shall be paid for its Services rendered irrespective of the party’s mutual agreement to continue under a change order. Notwithstanding anything to the contrary set forth in this Agreement or the applicable engagement document, any agreed upon fees or estimated expenses set forth in the engagement documents may be subject to increases pursuant to one or more change orders.

2. Payment of Invoices.

Client will compensate Topology under the terms of this Agreement for the Services performed and expenses incurred, through the term or effective date of termination of this Agreement or the applicable SOW (in each case, the applicable “engagement”). All non-escrow reimbursable expenses for the Services shall not exceed \$2,500.00 per month. If payment is not received within forty-five (45) days of receipt of an undisputed invoice or within sixty (60) days of receipt of a disputed invoice for the Services performed (i) such invoice shall accrue a late charge equal to the lesser of (A) 1½% per month or (B) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law, and (ii) Topology will invoice by email monthly by the 15th of the month following the month during which fees and expense were incurred. Topology may also suspend or terminate the Services upon ten (10) days further written notice to Client for any overdue invoices and Client’s failure to cure same. Client shall be responsible for any taxes imposed on the Services or on the applicable engagement, other than taxes imposed by employment withholding for Topology’s personnel or on Topology’s income or property. In the event of a conflict between the payment terms set forth in an applicable SOW and this Agreement, the payment terms of the applicable SOW shall control.

3. Term.

This Agreement shall commence on the Effective Date and shall continue in effect, unless sooner terminated or upon the completion of the Services to be performed by Topology. Unless terminated sooner as set forth below, this Agreement shall terminate upon the completion of the applicable Services relating thereto. Either party may terminate this Agreement at any time by giving the other party thirty (30) days’ notice, in writing. In the event of the termination of this Agreement, Topology will be paid all outstanding amounts previously billed and due in accordance with this Agreement plus the time, materials and expenses incurred up to the effective date of termination. At the point of termination, and provided Client pays for Topology’s time to collect the materials, Topology will provide Client with documents and materials prepared for Client during the time Topology provided services under this Agreement. Topology may suspend the provision of Services for non-payment of fees and expenses pursuant to this Agreement until payment is brought current.

4. Ownership and Use of Work

a) For purposes of this Agreement (i) “Intellectual Property” means works of authorship, materials, information and other intellectual property, including without limitation any ideas, information, data, processes, methodologies, methods, know-how, trade secrets, inventions, images, artwork, concepts, research, reports, content, techniques, formulae, plans, models, presentations, analyses or strategies; (ii) “Topology Property” means (1) all Intellectual Property created prior to or independently of the performance of the Services, or created by Topology for their use in performing the Services; and (2) any modifications, enhancements, improvements, or derivative works of any Intellectual Property described in Section 4.(a)(ii)(1) and Section 4.1(a)(ii)(2); and (iv) “Deliverables” means all Intellectual Property that Topology or its subcontractors (1) create for Client specifically to meet Client’s business requirements and in accordance with the specifications in an applicable SOW; (2) deliver to Client as a result of the Services; and (3) that is not Topology Property.

b) To the extent applicable to copyright law, all Deliverables provided by Topology shall be deemed “works made for hire”. For each Deliverable, subject to the terms and conditions set forth herein, Client retains all rights, title, and interest in and to the Deliverables. To the extent Client does not by operation of

law or otherwise retain all rights, title, and interest in and to the Deliverables, Topology agrees to ensure all rights, title, and interest therein and thereto are assigned to Client. To the extent Topology Property is incorporated into the Deliverables, Topology hereby grants to Client a non-exclusive, perpetual, worldwide, royalty-free license and right to use such Topology Property solely for Client's use of the Deliverables for its own customary business purposes.

c) Except for the limited license or rights granted herein by Topology to Client, Topology (or its third-party licensors) hereby retains all rights, title, and interest in and to Topology Property, including all rights under patent, trademark, and copyright law.

5. Representations and Warranties; Disclaimer.

Topology represents and warrants that (i) it shall perform the Services in accordance with the generally accepted standards for the industry in which Topology practices, (ii) each Deliverable will conform in all material respects to the applicable specifications for such Deliverable set forth in each applicable SOW, and (iii) it shall comply with all applicable laws. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, TOPOLOGY HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR USE OR PURPOSE.

6. Limitation on Damages and Indemnification.

a) EXCEPT FOR EACH PARTY'S INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS AGREEMENT AND WITH RESPECT TO ITS INFRINGEMENT OF THE INTELLECTUAL OR PROPRIETARY PROPERTY RIGHTS OF THE OTHER PARTY, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT (I) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES IN AN AGGREGATE AMOUNT EXCEEDING THE FEES PAID BY CLIENT TO TOPOLOGY UNDER THE APPLICABLE SOW TO WHICH THE DAMAGES RELATE; AND (II) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF USE, DATA, GOODWILL, REVENUES OR PROFITS (WHETHER OR NOT DEEMED TO CONSTITUTE A DIRECT CLAIM), OR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSS, DAMAGE, OR EXPENSE, RELATING TO THE ACTIVITIES GOVERNED BY THIS AGREEMENT.

b) Topology shall indemnify, defend and hold harmless Client, its subsidiaries, affiliates, officers, directors, and its personnel from any and all losses, damages, and liabilities ("Losses") incurred by Client in connection with any and all claims, demands, and actions ("Claims") brought or asserted by a third party arising from Topology's (i) breach of this Agreement, and (ii) negligence, willful misconduct, or violation of applicable law.

c) Client shall indemnify and hold harmless Topology, its subsidiaries, subcontractors and their respective personnel from any and all Losses incurred by Topology in connection with any and all Claims brought or asserted by a third party arising from Client's (i) breach of this Agreement, (ii) negligence, willful misconduct, or violation of applicable law, and (iii) actions or omissions with respect to a developer's application to the Client, which is based on or related to the Services or Deliverables provided by Topology.

d) As a condition to the indemnity obligations contained herein, the indemnified party shall provide the indemnifying party with prompt notice of any Claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the indemnifying party in connection with any such Claim. The indemnifying party shall be entitled to control the handling of any such Claim and to defend or settle any such Claim, in its sole discretion, with counsel of its own choosing.

7. Client Responsibilities. Client shall cooperate with Topology hereunder, including, (i) providing Topology with reasonable facilities and timely access to data, information and personnel of Client; (ii) providing qualified personnel having appropriate skills to perform Client's obligations and duties in a competent and timely fashion; (iii) providing a stable, fully functional infrastructure environment which will support the Services and allow Topology and Client to work productively; and (iv) promptly notifying Topology of any issues, concerns or disputes with respect to the Services. With respect to the information provided by Client to Topology or its subcontractors for the performance of the Services, Client shall have the rights required to provide such data and information, and shall do so only in accordance with applicable law and with any procedures agreed upon in writing. Client shall be solely responsible for, among other things (a) the performance of its personnel and agents; (b) the accuracy and completeness of all data and information provided to Topology for purposes of the performance of the Services; (c) making all management decisions, performing all management functions and assuming all management responsibilities; (d) designating a competent management member to oversee the Services; (e) evaluating the adequacy and results of the Services; (f) establishing and maintaining internal controls, including monitoring ongoing activities; and (g) accepting responsibility for the results of the Services. Topology's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. Topology shall be entitled to rely on all decisions and approvals of Client.

8. Force Majeure. Neither party shall be liable for any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, fire, pandemics, epidemic or other casualty, act of G-d, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

9. Limitation on Actions. No action, regardless of form, relating to this Agreement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought not later than one year following the due date of the last payment owing to the party bringing such action.

10. Independent Contractor. Each party is an independent contractor and neither party is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.

11. Confidentiality and Internal Use.

a) To the extent that, in connection with this Agreement, either party (each, the “receiving party”) comes into possession of any confidential information of the other (the “disclosing party”), it will not disclose such information to any third party without the disclosing party’s consent, using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The disclosing party hereby consents to the receiving party disclosing such information (i) as expressly set forth in this Agreement, (ii) to contractors providing administrative, infrastructure and other support services to the receiving party and subcontractors providing services in connection with this Agreement, have agreed to be bound by confidentiality obligations similar to those in this Section 11(a), (iii) as may be required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with litigation pertaining hereto, or (iv) to the extent such information (A) is or becomes publicly available other than as the result of a disclosure in breach hereof, (B) becomes available to the receiving party on a nonconfidential basis from a source that the receiving party believes is not prohibited from disclosing such information to the receiving party, (C) is already known by the receiving party without any obligation of confidentiality with respect thereto, or (D) is developed by the receiving party independently of any disclosures made to the receiving party hereunder. Nothing in this Section 11(a) shall alter Client’s obligations under Section 11(b). Topology may, however, use and disclose any knowledge and ideas acquired in connection with the Services to the extent they are retained in the unaided memory of its personnel.

b) All Services and Deliverables shall be solely for Client’s benefit and are not intended to be relied upon by any person or entity other than Client.

12. Survival and Interpretation. All provisions which are intended by their nature to survive performance of the Services shall survive such performance, or the expiration or termination of this Agreement. In the event of any conflict or ambiguity between this Agreement and any other engagement documents, these terms and conditions of this master Agreement shall control. Each of the provisions of this Agreement shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy. Any references herein to the term “including” shall be deemed to be followed by “without limitation.” This Agreement and the applicable engagement documents may be signed in counter-parts and/or delivered electronically and, in such event, this Agreement shall be deemed fully executed and in full force and effect.

13. Assignment and Subcontracting. Except as provided below, neither party may assign, any of its rights or obligations (including, interests or claims) relating to this Agreement or the Services without the prior written consent of the other party.

14. Non-exclusivity. Topology may (i) provide any services to any person or entity, and (ii) develop for itself, or for others, any materials or processes including those that may be similar to those produced as a result of the Services, provided that, Topology complies with its obligations of confidentiality set forth hereunder.

15. Non-solicitation. During the term of this Agreement or any ongoing engagement and for a period of one (1) year thereafter, each party agrees that its personnel (in their capacity as such) who had substantive

contact with personnel of the other party in the course of this Agreement shall not, without the other party's consent, directly or indirectly employ, solicit, engage or retain the services of such personnel of the other party. In the event a party breaches this provision, the breaching party shall be liable to the aggrieved party for an amount equal to thirty percent (30%) of the annual base compensation of the relevant personnel in his/her new position. Although such payment shall be the aggrieved party's exclusive means of monetary recovery from the breaching party for breach of this provision, the aggrieved party shall be entitled to seek injunctive or other equitable relief. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

16. Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT.

17. Entire Agreement, Amendment, and Notices. This Agreement and all engagement documents incorporated herein by reference or that specifically states that it is entered into pursuant hereto, including attachments, SOWs, addenda, and riders, constitute the entire agreement between the parties with respect to the applicable engagement, supersede all other oral and written representations, understandings or agreements relating to the applicable engagement, and may not be amended except by written agreement signed by the parties. All notices hereunder shall be (i) in writing, (ii) delivered to the representatives of the parties at the addresses set forth in this Agreement, unless changed by either party by notice to the other party, and (iii) effective upon receipt.

18. Governing Law, Jurisdiction and Venue, and Severability. This Agreement, including attachments, and all matters relating to this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New Jersey (without giving effect to the choice of law principles thereof). Any action based on or arising out of this Agreement or the Services shall be brought and maintained exclusively in any state or federal court, in each case located in the State of New Jersey. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum. If any provision of this Agreement is unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

19. Consent to Limited Use of Client's Name. Each party consents to the other party using (i) such party's name and logo on its website and social media pages, and (ii) such party's name, logo and a description of the Services as a specific citation within proposals and other marketing efforts.

(Signatures to follow)

By signing below, the parties hereto have agreed to all of the terms and conditions of these Terms and Conditions, effective as of the Effective Date.

TOPOLOGY NJ, LLC

Signed: Philip Abramson

By: Phil Abramson

Title: CEO

CLIENT

Signed: _____

By: _____

Title: _____

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

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

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

B. Sales and Use Tax

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

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

TERMS & CONDITIONSEXEMPTION

Princeton is exempted by statute from payment of all Federal, State, and Municipal excise, sales and other taxes.
FEDERAL I.D. 30-0746654

LEGAL REQUIREMENTS

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

STATE REQUIREMENT (BUSINESS REGISTRATION REQUIREMENT)

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

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

AUTHORIZATION TO PROCEED

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

QUALITY & QUANTITY

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

ASSIGNMENT

Neither party shall assign or transfer this order or any interest therein or monies payable thereunder 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 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 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 of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-25-391

Agenda Date: 11/24/2025

Agenda #: 3.

Resolution of the Mayor and Council Authorizing the Award of a Bid Contract to J. Fletcher Creamer & Son, Inc. for the Replacement and Repair of Guide Rail on Pretty Brook Road and Quaker Road for \$115,225.00

WHEREAS, in response to a Notice to Bidders duly advertised pursuant to N.J.S.A. 40A:11-1 et seq. on October 3, 2025, the Municipality of Princeton received and publicly opened the following two (2) bids for the Replacement and Repair of Guide Rail on Pretty Brook Road and Quaker Road bid:

1. J. Fletcher Creamer & Son, Inc. \$115,225.00
2. M.L. Ruberton Construction Co., Inc. \$144,200.00

WHEREAS, department personnel and the Qualified Purchasing Agent have reviewed the bids and determined that the bid submitted by J. Fletcher Creamer & Son, Inc. is a responsible and responsive bid, and recommend that a contract be awarded to J. Fletcher Creamer & Son, Inc. for the Replacement and Repair of Guide Rail on Pretty Brook Road and Quaker Road; and

WHEREAS, the Certified Financial Officer certifies that the Municipality of Princeton has appropriated sufficient funds for these services in budget account 04-215-23-021-076-337.

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

1. The Mayor and Council are hereby authorized and directed to enter into an agreement with J. Fletcher Creamer & Son, Inc. for the Replacement and Repair of Guide Rail on Pretty Brook Road and Quaker Road for an amount not to exceed \$115,225.00 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.



MUNICIPALITY OF PRINCETON

Department of Infrastructure
& Operations

400 Witherspoon Street

Princeton, NJ 08540

(609) 921-7077

engineering@princetonnj.gov

MEMORANDUM

To: Mayor and Council
From: Deanna Stockton, *Deputy Administrator*
Subject: Bid Award for Guider Rail Repairs
Date: November 14, 2025

Attached for award at Council's November 24, 2025 agenda is a contract with J. Fletcher Creamer & Sons to replace and repair guide rail on Pretty Brook Road and Quaker Road for \$115,225.00. The existing guide rail is substandard and has experienced damage from vehicles and flooding. On Quaker Road, we will replace the guiderail between Mercer Road and the Stony Brook bridge near the D&R Canal parking lot. The end treatments near the D&R Canal at Port Mercer will also be replaced. On Pretty Brook Road, the guiderail opposite the tennis club will be replaced. If funds are available within the contract upon completion of the Quaker and Pretty Brook guide rail, we intend to utilize the services to address guide rail needs elsewhere within Princeton.

Traffic control services, if needed, will be arranged and paid for by the municipality outside of this contract using Jobs4Blue.

Please contact me if you have any questions.

BID PROPOSAL FORM

REPLACEMENT AND REPAIR OF GUIDE RAIL ON PRETTY BROOK ROAD AND QUAKER ROAD

Bidder: **J. Fletcher Creamer & Son, Inc.**

Address: **101 E. Broadway, Hackensack, NJ 07601**
Hackensack, NJ 07601

Telephone: **201-488-9800**

Facsimile: **201-488-0587**

Contact Person: **Gary Erikson**

Email Address: **Gary.Erikson@jfcson.us**

1. The undersigned, having carefully familiarized themselves with the scope of work, technical specifications, administrative requirements, and conditions affecting the cost of the materials and their performance, and having carefully examined and fully understood the Bid Documents prepared by Princeton, hereby accepts all terms and conditions of the Bid Documents, and hereby affirms and proposes to enter into a contract to provide all supervision, labor, materials, equipment, transportation and all other expenses required to supply, deliver and install completely the material covered by the Bid Documents for the sum indicated against the applicable bid item.
2. The undersigned acknowledges that they have carefully examined the Instructions to Bidders, Detailed Specifications, Drawings, and all Addenda acknowledged herein. Further, the undersigned has inspected the project site and fully understands the conditions affecting the work. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.
3. 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 has not entered into any collusion in preparing the Proposal.
4. 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 Work for the stated sum in the Bid Proposal form included in the Contract Documents, and to complete the work according to the terms and conditions of the contract within the time established in the Specifications.
5. The undersigned agrees, if awarded the Contract, to mobilize and begin work within 10 business days after the Notice to Proceed and substantially complete the entire work to the satisfaction of the Owner within the time stated in the Specifications. We further represent and certify that we will provide all equipment and other items necessary to complete the Contract. We further agree that the Work shall be substantially completed and ready for final payment in accordance with the Bid Documents on or before the dates or within the number of days indicated in the Agreement.

6. The undersigned has given written notice of all conflicts, errors, ambiguities, or discrepancies that they have discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to both.
7. In accordance with N.J.S.A. 40A:11-23.2(c), the undersigned Bidder hereby acknowledges receipt of the following Addenda with their initials:

Addendum Number	Issue Date	Initials
Number _____		
If no addenda were issued, initial here:		PCS

8. We the undersigned are created and existing under the laws of the State of New Jersey as a:
 - Corporation
 - Limited Liability Company
 - Other
9. 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.

J. Fletcher Creamer & Son, Inc.

Company or Firm Name

Peter C. Smith, Vice President

Name and Title

Peter C. Smith

November 5, 2025

Signature

Date

Christopher S. Anthony

November 5, 2025

Attest

Christopher S. Anthony
Assistant Secretary

Date

BID PRICE SHEET

REPLACEMENT AND REPAIR OF GUIDE RAIL ON PRETTY BROOK ROAD AND QUAKER ROAD						
BASE BID						
ITEM	NJDOT ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
1.	NS159007P	TRAFFIC CONTROL – LANE CLOSURE WITH ALTERNATING TRAFFIC	UNIT	4	\$2,700.00	\$10,800.00
2.	NS201009M	CLEARING SITE, GUIDE RAIL	LF	1750	\$2.00	\$3,500.00
3.	609003M	BEAM GUIDE RAIL	LF	1650	\$36.00	\$59,400.00
4.	609027M	TANGENT GUIDE RAIL TERMINAL	UNIT	3	\$3,725.00	\$11,175.00
5.	609030M	FLARED GUIDE RAIL TERMINAL	UNIT	1	\$3,700.00	\$3,700.00
6.	NS609045M	BEAM GUIDE RAIL POST, 8'-12' LONG	UNIT	20	\$120.00	\$2,400.00
7.	609075M	REMOVAL OF BEAM GUIDE RAIL	LF	1850	\$5.00	\$9,250.00
BASE BID AMOUNT		\$				\$100,225.00
8.		CONTINGENCY, IF AND WHERE DIRECTED	LS	1	\$15,000	\$15,000
BASE BID AMOUNT PLUS CONTINGENCY, IN NUMBERS		\$				\$115,225.00
BASE BID AMOUNT PLUS CONTINGENCY, IN WORDS		One Hundred Fifteen Thousand Two Hundred Twenty Five Dollars and Zero Cents				



specifications at the unit prices or lump sum prices bid for the respective items, the same payments to be made in accordance with the provisions contained in the Contract Documents.

6. Contract Documents

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

7. Affirmative Action Regulations

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

8. Prevailing Wage Rates

The CONTRACTOR specifically agrees to comply with the Prevailing Wage Rate requirements set forth in Section 11 of the Instructions to Bidders, which requirements are incorporated herein and made part hereof by reference.

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

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

ATTEST:

MUNICIPALITY OF PRINCETON

Dawn M. Mount, Municipal Clerk

By: _____
Mark Freda, Mayor

ATTEST or WITNESS:

J. FLETCHER CREAMER & SON, INC.

By: _____



Staff Report

File #: R-25-392

Agenda Date: 11/24/2025

Agenda #: 4.

Resolution of the Mayor and Council of Princeton in Support of Speed Limit Revisions on Route NJ 27 within the Municipality of Princeton

WHEREAS, the Municipality of Princeton is committed to eliminate traffic fatalities and severe injuries while improving access to safe and equitable transportation as formalized in its Vision Zero initiative; and

WHEREAS, higher traffic speeds result in more deaths and serious injuries; and

WHEREAS, Princeton requested that the New Jersey Department of Transportation (NJDOT) reduce the speed limits on Route NJ 27 (Nassau Street and Princeton-Kingston Road), which are currently posted at 25 MPH, 30 MPH, 35 MPH, and 45 MPH; and

WHEREAS, NJDOT conducted a thorough review of Route NJ 27 (Nassau Street and Princeton-Kingston Road), considering such factors as the increased density of residential and commercial development, the municipal zoning adjacent to the State road, roadway configuration, roadway usage patterns by all users, and the historic context of the current speed limits; and

WHEREAS, a letter was received from the NJDOT dated November 6, 2025 proposing lowered speed limits and requesting for a Resolution of Support from the governing body of Princeton to initiate a Traffic Regulation Order to establish the new speed limits; and

WHEREAS, the Princeton Traffic Safety Committee recommends the support of the proposed speed limit reductions on Route NJ 27.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of Princeton formally approve the initiation of Traffic Regulation Order by the New Jersey Department of Transportation for the establishment of speed limits as follows:

Speed Limits for State Roads
Route NJ 27
In the Municipality of Princeton
County of Mercer

Zone 1: 25 MPH from Route US Route 206 (Bayard Lane) to Snowden Lane - Riverside Drive (approximate milepost 0.00 to 1.43)

Zone 2: 35 MPH from Snowden Lane - Riverside Drive to the Princeton Municipality - Franklin Township / South Brunswick Township boundary (approximate milepost 1.43 to 3.02)

Repealer Clause:

All regulations or ordinances or parts of regulations and ordinances in conflict with or inconsistent with the provisions of this resolution are hereby repealed.

BE IT FURTHER RESOLVED that the certified Resolution of Support be transmitted to the New Jersey Department of Transportation Bureau of Traffic Engineering to complete the promulgation of a Traffic Regulation Order.



State of New Jersey

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

Speed Limit
Route NJ 27 (Nassau Street)
Municipality of Princeton
Mercer County

November 6, 2025

Deanna Stockton,
Deputy Administrator / Municipal Engineer
400 Witherspoon Street
Princeton, NJ 08540

Dear Ms. Stockton:

This letter addresses the Municipality of Princeton's inquiries regarding a potential reduction of the speed limits on Route NJ 27 (Nassau Street) within its jurisdiction. The New Jersey Department of Transportation's (NJDOT) Division of Traffic Engineering (DTE) conducted a comprehensive review, considering factors such as the increased density of residential and commercial developments, the municipal zoning map, roadway configuration, road usage patterns by pedestrians, bicyclists, and transit users, and the historical context of the current speed limits.

Based on our findings, we intend to revise the speed limits on Route NJ 27 within the Municipality of Princeton as follows:

Zone 1: 25 MPH from Route US 206 (Bayard Lane) to Snowden Lane – Riverside Drive (approximate milepost 0.00 to 1.43).

Zone 2: 35 MPH from Snowden Lane – Riverside Drive to the Princeton Municipality – Franklin Township / South Brunswick Township boundary (approximate mileposts 1.43 to 3.02).

Please review the proposed changes. If you agree, we would appreciate it if the municipality passes a resolution of support for these changes and agrees to rescind any previously approved speed limit regulations along Route NJ 27 within the Municipality of Princeton. Please forward the resolution to Jaime M. Oplinger, Director of Traffic Engineering, New Jersey Department of Transportation, 1035 Parkway Avenue, PO Box 600, Trenton, NJ 08625. Once we receive the resolution of support, NJDOT will prepare a Traffic Regulation Order.

If you have any questions, please contact George Graham, Supervisor of Traffic Investigations, at 609-963-1915. Kindly include a copy of this letter with any further correspondence to expedite the process.

Sincerely,

Altin Aliaj

Altin Aliaj,
Manager of Traffic Regulations
Division of Traffic Engineering



MUNICIPALITY ^{INC} 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: Proposed Speed Limit Reduction on Route NJ 27 (Nassau Street and Princeton-Kingston Road) by the New Jersey Department of Transportation (NJDOT)
Date: November 17, 2025

In response to Princeton's request for consideration of a speed limit reduction on Route NJ 27 (Nassau Street and Princeton-Kingston Road), the New Jersey Department of Transportation conducted a comprehensive review and proposes to reduce the speed limit as follows:

- Extend the 25 mph zone from its current terminus at Evelyn Place to Snowden Lane / Riverside Drive. Currently the speed limit increases to 30 mph and then 35 mph within this zone.
- Reduce the current 45 mph zone between Snowden Lane / Riverside Drive and the municipal boundary to 35 mph.

The Traffic Safety Committee and the I&O Committee unanimously support NJDOT's speed limit proposal as a tangible product of Princeton's Vision Zero commitment. State roadways have historically been designed to maximize vehicle volume, speeds, and mobility. But higher speeds significantly increase the likelihood of death: 46% of pedestrians are likely to die if hit by a vehicle at 40 mph and this number reduces to 8% at 20 mph. (source: <https://visionzeronetwork.org/resources/safety-over-speed/>) This proposal embodies NJDOT's commitment to communities by making the roadways safer for all road users.

Upon receipt of Princeton Council's resolution of support, the NJDOT will prepare a Traffic Regulation Order, which establishes the regulations for roadways under the jurisdiction of the State.

Please contact me if you have any questions.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-25-393

Agenda Date: 11/24/2025

Agenda #: 5.

Resolution of the Mayor and Council of Princeton Authorizing a License Agreement by Fengqiao Lu to Permit a 22-Foot-Wide Curb Cut onto Valley Road

WHEREAS, resident of Princeton Fengqiao Lu is the owner of certain real property located at 246 Valley Road, Princeton, New Jersey 08540, and designated as Block 7203, Lot 8 on the Tax Map of the Municipality of Princeton; and

WHEREAS, said resident has received variance approval from the Princeton Zoning Board of Adjustment to expand the driveway on said property and enlarge the curb cut onto Valley Road to be 22 feet in length in order to facilitate appropriate and safe ingress and egress to the Applicant's driveway (see Princeton Zoning Board of Adjustment Resolution of Memorialization, File No. Z22-224 dated January 24, 2024); and

WHEREAS, the Mayor and Council are agreeable to allowing said enlarged curb cut subject to the execution of a License Agreement for the encroachment into the Valley Road right-of-way.

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

1. The Mayor and Clerk of the Municipality of Princeton are hereby authorized and directed to execute a License Agreement by Fengqiao Lu to permit a 22-foot-wide curb cut onto Valley Road. The License Agreement hereby authorized is attached hereto as Exhibit A and made a part hereof.
2. A certified true copy of this resolution shall be furnished by the Municipal Clerk to the Secretary to the Princeton Zoning Board of Adjustment for inclusion in said Board's File No. Z22-224.

MASON, GRIFFIN & PIERSON

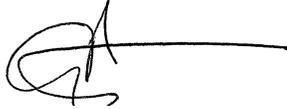
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

via Electronic Mail

To: Mayor and Council of Municipality of Princeton

From: Edwin W. Schmierer, Esq.
Assistant Municipal Attorney



Date: November 17, 2025

Re: Municipality of Princeton - Fengqiao Lu: 246 Valley Road License Agreement

Fengqiao Lu obtained a variance from the Princeton Zoning Board of Adjustment to permit a 22-foot-wide curb cut to the driveway on her property located at 246 Valley Road. The variance as granted is to facilitate appropriate parking on said property and provide for safe ingress and egress for the property. The Zoning Board approval, however, was subject to the property owner entering into a License Agreement since the curb cut encroaches into the Valley Road right-of-way.

To this end, I have prepared and attach hereto a proposed Resolution and License Agreement for the curb cut.

We would appreciate very much if you would consider this request at your meeting on November 24, 2025.

Encl.

MASON, GRIFFIN & PIERSON
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

November 17, 2025

Page 2

cc: *(via email)*:

Bernard Hvozdovic Jr., Administrator

Deanna Stockton, PE, Municipal Engineer

Derek W. Bridger, Princeton Zoning Officer

Claudia Ceballos, Zoning Board of Adjustment Secretary/Administrative Coordinator

Trishka W. Cecil, Esq., Princeton Attorney

Fengqiao Lu, Proposed Licensee

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made this 24th day of November, 2025, by and between **PRINCETON**, a municipal corporation of the State of New Jersey, with offices located at 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as “PRINCETON” or the “LICENSOR”) and **FENGQIAO LU**, 246 Valley Road, Princeton New Jersey 08540 (hereinafter referred to as the “LICENSEE”).

W I T N E S S E T H

WHEREAS, the LICENSEE is the owner in fee of that certain real property located at 246 Valley Road, Princeton, New Jersey 08540 and designated as Block 7203, Lot 8 on the Municipality of Princeton Tax Map (the “Property”); and

WHEREAS, the LICENSEE obtained a variance from the Princeton Zoning Board of Adjustment on December 13, 2023, permitting the LICENSEE to expand the width of her existing driveway to enter Valley Road with a 22-foot-wide curb cut (see Resolution of Memorialization dated January 24, 2024 in File No. Z22-224); and

WHEREAS, the Applicant’s 22-foot-wide curb cut encroaches into the Valley Road right-of-way; and

WHEREAS, the aforementioned Princeton Zoning Board of Adjustment Resolution as a condition of approval requires that the LICENSEE enters into an agreement with PRINCETON/LICENSOR to authorize the aforementioned curb cut.

NOW THEREFORE, intending to be legally bound, the parties hereto for themselves and the respective successors and assigns, hereby declare and agree to the following:

1. Grant of License. PRINCETON/LICENSOR hereby grants and conveys unto and in favor of the LICENSEE, a license to permit the LICENSEE to have a 22-foot-wide curb cut for her driveway into the public right-of-way on Valley Road. The area of the encroachment is shown and depicted on an addendum to a survey entitled: “Property Survey For Fengqiao Lu, Mercer County, New Jersey, Block 7203, Township of Princeton, Lot 8” dated May 20, 2022, prepared by Landmark Surveys and attached hereto as Exhibit A and made a part hereof.

2. Term. The term of this Agreement (“Term”) shall commence on the date of full execution of this Agreement and shall continue indefinitely unless terminated by PRINCETON/LICENSOR as provided herein. PRINCETON/LICENSOR shall have the right to terminate this Agreement for good cause upon ninety (90) days’ written notice to LICENSEE. “Good Cause” means PRINCETON/LICENSOR’s good faith determination that the termination of this Agreement is necessary in order for PRINCETON/LICENSOR to undertake a project in the public interest.

3. Payment. LICENSEE shall pay to PRINCETON/LICENSOR the sum of One Dollar (\$1.00) for this Agreement. LICENSEE agrees the payment of the aforesaid compensation shall not in any way restrict the right of PRINCETON/LICENSOR to terminate this Agreement as

provided above, nor be construed as establishing any term during which the Agreement is to continue.

4. Use Conditions. LICENSEE, at its sole cost and expense, shall perform any and all work in the LICENSEE Premises necessary to make it suitable for the encroachments. LICENSEE will comply with all applicable governmental regulations and requirements when performing work in the LICENSEE Premises and shall secure and pay for all necessary permits or consents required for the use of the LICENSEE Premises.

5. Insurance. During the course of this Agreement, LICENSEE shall provide PRINCETON/LICENSOR with annual proof of general liability and property damage insurance coverage in the minimum amount of One Million Dollars (\$1,000,000.00) naming PRINCETON/LICENSOR as an additional insured.

6. Indemnification. LICENSEE shall assume all risks of and liability for and shall indemnify and save harmless and hereby release PRINCETON/LICENSOR, and its officers, agents, servants and employees, and successors and assigns, from any and all liability, loss, claims, fees or judgments which may in any manner arise out of or result from the use and occupancy of the LICENSEE Premises by LICENSEE and its employees, LICENSEE, invites or agents or by LICENSEE's tenant and the tenant's employees, LICENSEE, invites or agents.

7. Termination. On the termination of this Agreement by PRINCETON/LICENSOR pursuant to Section 2 hereof, LICENSEE shall remove the encroachments and leave the LICENSEE Premises in a condition satisfactory to PRINCETON/LICENSOR. In default thereof, PRINCETON/LICENSOR may do the same at the cost and expense of LICENSEE, which LICENSEE agrees to pay upon presentation by PRINCETON/LICENSOR of a written invoice for same. Upon the termination of this Agreement, PRINCETON/LICENSOR, its successors or assigns, shall have the right to re-enter the LICENSEE Area and to repossess and enjoy it, anything herein contained to the contrary notwithstanding.

8. Entire Agreement. This Agreement is intended as a complete statement of all terms of the arrangement between the parties with respect to the matters pertaining to the LICENSEE Premises, supersedes any previous agreements and understandings between the parties with respect to such matters, and may be amended only by a writing signed by the parties.

9. Subordination. The license herein granted is subject and subordinate to any and all easements, rights, privileges, heretofore given by PRINCETON/LICENSOR, or the rights created which might affect such property such as streets, roadways, underground conduits, gas mains, sewers, pipes or rights of way.

10. Governing Law; Exclusive Jurisdiction. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey.

11. Headings. The section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

12. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

13. Notices. All notices and communications hereunder, shall be in writing and signed by a duly authorized representative of the party making the same. All notices shall be delivered by overnight courier or by United States mail, certified, return receipt requested, postage prepaid to the address of the party set forth at the beginning of this Agreement.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the respective successors, transferees and assigns, and shall run with the land of LICENSEE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by the duly authorized officers or representatives as of the day and year first set forth above.

ATTEST:

PRINCETON, a municipal corporation of
the State of New Jersey/LICENSOR

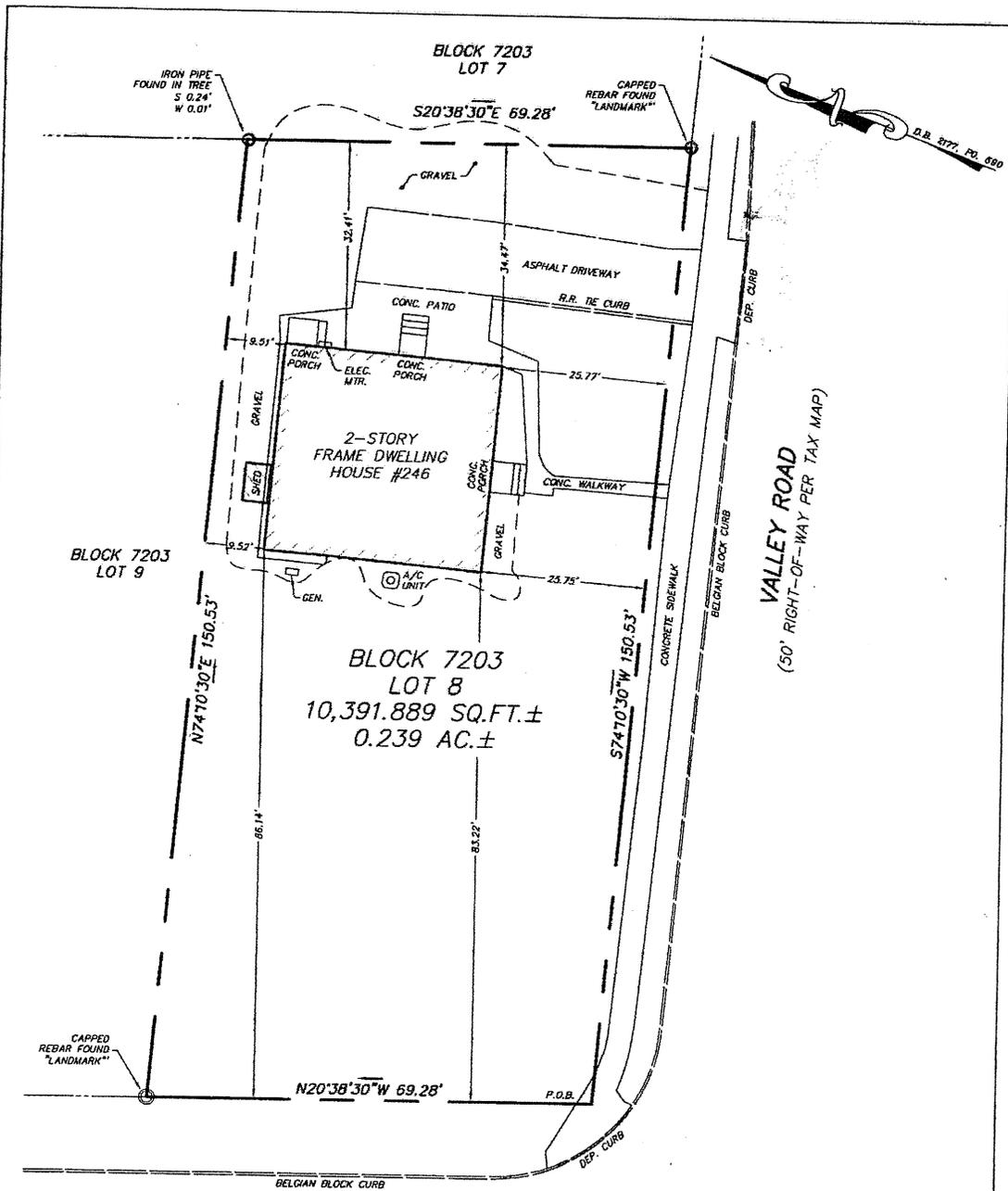
Dawn Mount, Clerk

By: _____
Mark Freda, Mayor

WITNESS:

LICENSEE

By: _____
Fengqiao Lu



EWING STREET
 (41.5' RIGHT-OF-WAY PER TAX MAP)

REFERENCE:
 DEED BOOK 2177, PAGE 590.

CERTIFIED TO:
 FENGQIAO LU
 JIANSHE WU

I DECLARE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION & BELIEF, THIS MAP OR PLAN IS A RESULT OF A FIELD SURVEY MADE IN MAY 2022 BY ME OR UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH THE RULES AND REGULATIONS PROMULGATED BY THE "STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS, NJAC 13:40-5.1 LAND SURVEYOR, PREPARATION OF LAND SURVEYS".

THIS DRAWING IS NOT INTENDED FOR CONSTRUCTION PURPOSES.

THE INFORMATION SHOWN HEREON CORRECTLY REPRESENTS THE CONDITIONS FOUND AT, AND AS OF THE DATE OF, THE FIELD SURVEY, EXCEPT SUCH IMPROVEMENTS OR EASEMENTS, IF ANY, BELOW THE SURFACE AND NOT VISIBLE.

THIS DECLARATION IS GIVEN SOLELY TO THE ABOVE NAMED PARTIES FOR THIS TRANSACTION ONLY AND IS NOT TRANSFERABLE EXCEPT AS FOLLOWS:

A. TO THE TITLE INSURER SO IT MAY INSURE TITLE TO THE PREMISES SHOWN HEREON.

B. TO THE MORTGAGE HOLDER THE DECLARATION SHALL SURVIVE TO ITS SUCCESSORS OR ASSIGNS.

CAUTION: IF THIS DOCUMENT DOES NOT CONTAIN THE RAISED IMPRESSION SEAL OF THE PROFESSIONAL, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.

Landmark Surveys
 51 BRIDGE STREET
 HIGHTSTOWN, N.J. 08520-2277
 OFFICE (732) 548-8782
 WWW.LMSPLS.COM

REV#	DATE	REVISION

OTTO CRAIG ROSSMEYER
 PROFESSIONAL LAND SURVEYOR, N.J. LIC. No. 43214

PROPERTY SURVEY FOR FENGQIAO LU & JIANSHE WU

MERCER COUNTY NEW JERSEY
 BLOCK 7203 TOWNSHIP OF PRINCETON LOT 8

LS #22081	TAX SHEET NO. 72	DATE: 05-20-2022	SCALE: 1" = 20'
SHEET : OF 1	DRAWN BY: HC	CHCKD BY: OCR	DESIGNED BY: OCR

**PRINCETON ZONING BOARD OF ADJUSTMENT
COUNTY OF MERCER**

**Feng Qiao Lu—Owner and Applicant
246 Valley Road
Block 7203, Lot 8
File No. Z22-224**

**FINDINGS OF FACT, CONCLUSIONS AND RESOLUTION GRANTING
“C” VARIANCE**

WHEREAS, the Applicant Feng Qiao Lu has applied for “c” variances pursuant to *N.J.S.A.* 40A: 55D-70 (c) for property located at 246 Valley Road, Princeton, New Jersey (being Block 7203, Lot 8 on the Princeton Tax Map), in the R6 zoning district of the former Princeton Township; and

WHEREAS, the Board held public hearings on the application on November 8, 2023 and December 13, 2023; and

WHEREAS, the Board reviewed the following testimony and evidence presented at the hearing:

1. Feng Qiao Lu is the owner of 246 Valley Road, Princeton, NJ, Block 7203, Lot 8, the subject property (“the Property”), which is located in the R6 zoning district of the former Princeton Township and the Applicant in the pending application.
2. The Property is subject to the use and bulk regulations set forth in Sections 10B-246, 253 and 255 of the former Princeton Township Land Use Ordinance.
3. The Applicant has complied with the notification and publication requirements of the Municipal Land Use Law. All property taxes due and owing for the subject property are paid in full as are the professional fees/escrow account in connection with the within application.
4. The Applicant seeks to expand the existing driveway in exception to the required parking setbacks and requires variance relief.
5. Derek Bridger, Zoning Officer, testified regarding his memorandums dated September 13, 2023, and December 8, 2023. He advised that the existing single-family use is permitted as of right. Mr. Bridger advised that the subject lot is non-complying with respect to the following bulk requirement:

1. Lot Area	Required- 10,891 sf.	Existing- 10,391 sf.
2. Lot Depth	Required-85 ft.	Existing- 69.28 ft.

Mr. Bridger further testified that the existing residence is noncompliant with an existing side yard setback of 9.51 feet and a zone requirement of 15 ft. He reviewed the zoning history of the Property. He advised that the Applicant was granted variance relief in 1971 to construct a 9’9” by 33.’6” addition to the rear of the structure and in 2018 received approval for the construction of a two-story addition to the rear of the existing residence.

Mr. Bridger further testified a summons was issued to the Applicant dated February 11, 2023, for renting rooms without zoning approval. The violation was corrected, and the Applicant is renting the property to a group of individuals living as a family unit.

Mr. Bridger noted that the proposed project results in more than 400 sf. of net new impervious coverage and that a stormwater plan will be required prior to the issuance of a zoning permit if the application is approved. In addition, Mr. Bridger advised that the Applicant has expanded the existing curb cut to accommodate the wider driveway. He noted that the curb cut is in the public right of way and that a license agreement from Mayor and Council will be required if the application is approved by the Board.

Mr. Bridger testified that the Applicant's initial application sought approval for the following variances:

Side Yard Parking Setback	Required: 5 ft.	Proposed: 2 ft.
Driveway Width at Property Line:	Maximum: 10 ft.	Proposed: 25 ft.
Driveway Width for first 75 ft:	Maximum: 22 ft.	Proposed: 25 ft.

In response to the Board's comments at the initial hearing, Mr. Bridger advised that the Applicant revised her application to eliminate the requested side yard parking variance and driveway width variance for the first 75 feet, but that she still seeks a variance to allow the driveway width at the Property line to be 22 feet.

Mr. Bridger reviewed the required criteria for granting the requested variances.

6. Feng Qiao Lu testified at the initial hearing on November 8, 2023 hearing. She apologized for altering the driveway and curb cut without prior approval. Ms. Lu explained that the Property is located close to the Valley Road intersection with Ewing Street and that no parking is allowed on the north side of the street. Ms. Lu further testified that her tenants are unable to park their cars on a compliant driveway without parking in the front yard setback which violates the zoning bulk standards. In response to Board comments, Ms. Lu asked to carry her application in order to make changes responsive to the Board's concerns.

Qiao Dinallo, Ms. Lu's daughter, testified on her behalf at the December 13, 2023, hearing. Ms. Dinallo advised that the Applicant had revised her application to eliminate all variances but for the variance for a driveway width at the property line to allow a width of 22 feet. She explained that a two-car width driveway was necessary in order to allow adequate parking space for the tenants' cars outside of the front yard setback. In response to Board comments, Ms. Dinallo agreed that municipal ordinances do not allow parking in front of the Property and that the Property is located very close to the intersection of Valley Road and Ewing Street which restricts the ability to park on the south side of the street.

7. The application was opened to public comment and no comment was provided. **AND WHEREAS**, based upon the following findings, the Board of Adjustment has determined and concluded that relief should be granted, by way of a bulk variance to permit a driveway width of 22 feet at the Property line as follows:

1. Feng Qiao Lu is the owner of 246 Valley Road, Princeton, NJ, Block 7203, Lot 8, the subject property (“the Property”), which is located in the R6 zoning district of the former Princeton Township and the Applicant in the pending application.
2. The Property is subject to the use and bulk regulations set forth in Sections 10B-246, 253 and 255 of the former Princeton Township Land Use Ordinance.
3. The Applicant has complied with the notification and publication requirements of the Municipal Land Use Law. All property taxes due and owing for the subject property are paid in full as are the professional fees/escrow account in connection with the within application.
4. The Applicant seeks to expand the width of the existing driveway to allow a driveway width of 22 feet at the Property line in exception to the required zone requirements and requires variance relief.
5. The Board entertained authority over the application under *N.J.S.A. 40:55D-70 (c)* of the Municipal Land Use Law.
6. The Board finds that the location of the Property is unique due to its proximity to the Princeton Shopping Center and the inability for the occupants of the existing single-family residence to park on Valley Road due to municipal prohibition on the north side and practical difficulties on the south side given the proximity to the intersection of Valley Road and Ewing Street. The Board further finds that allowing an expanded driveway width would allow the home’s occupants to park in a compliant location on the Property, which would eliminate parking in the front yard setback and provide a more desirable visual appearance.
7. The Municipal Land Use Law (MLUL) gives the Board the power to grant a C (1) hardship variance whereby reason of exceptional narrowness, shallowness, or shape of a property or by reason of exceptional topographic conditions or physical features affecting a property or the structures thereon, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to or exceptional and undue hardship upon the owner of the property. In addition, the MLUL gives the Board the power to grant “flexible c” variance, *N.J.S.A. 40:55D-70(c) (2)* when the purposes of the Municipal Land Use Law would be advanced by a deviation from the zoning ordinance and the benefits of the deviation would substantially outweigh any detriment.

Here, the Board finds that the Property is situated in a unique location with respect to traffic impacts, in light of its closeness to the intersection of Valley Road and Ewing Street and its proximity to the Princeton Shopping Center and that a variance for the driveway width will eliminate the need for the home’s residents to parking in the front yard setback. The Board finds that denial of the variance would present a particular hardship for the Applicant as a result of the location of the Property and would also promote the purposes of zoning by facilitating a more desirable visual environment pursuant to *N.J.S.A. 40:55D-2 (i)* by eliminating the need for parking in the front yard setback. The Board further finds, based on the foregoing findings, that variances can be granted without substantial detriment to the public good nor will such relief impair the intent and purpose of the zone plan and ordinances.

The Board further finds, based on the foregoing, that allowing a curb cut of 20 feet would permit the most appropriate ingress and egress for the driveway and recommends that the governing body approve such a curb cut.

NOW, THEREFORE, BE IT RESOLVED based upon the foregoing findings of fact and conclusions, the Princeton Zoning Board of Adjustment does hereby grant to the Applicant Feng Qiao Lu a c (1) variance to allow a driveway width of 14 feet at the Property line in accordance with the application, plans and testimony subject to the following conditions:(1) Submission of stormwater management plan for review and approval by municipal staff; (2) Approval by the governing body to allow the required curb cut; (3) Confirmation of payment by Applicant of current outstanding taxes and outstanding professional review fees including supplementation of escrow account if necessary.

ROLL CALL VOTE ON MOTION TO APPROVE "C" VARIANCE
(December 13, 2023)

Moved by: Davidge
Seconded by: Chen
Those in Favor: Chen, Cohen, Coulson, Davidge, Floyd, Stein
Those Opposed: Schreiber
Those Absent: Tenenbaum

ROLL CALL VOTE ON MOTION TO APPROVE
RESOLUTION OF MEMORIALIZATION (January 24, 2024)

Moved by: Chen
Seconded by: Coulson
Those in Favor: Chen, Cohen, Coulson, Davidge

The foregoing is a true copy of a Resolution adopted by the Zoning Board of Adjustment of the municipality of Princeton at its meeting held on January 24, 2024. This Resolution memorializes said action taken by the Board at its meeting on December 13, 2023.

Claudia Ceballos
Claudia Ceballos, Secretary



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-25-394

Agenda Date: 11/24/2025

Agenda #: 6.

Resolution of the Mayor and Council of the Municipality of Princeton Authorizing an Increase of \$40,289.80 to the Not to Exceed Amount for the Contract with IPS Group, Inc. for Parking Meter Charges Utilizing Omnia Partners National Cooperative Purchasing Contract CW18653 for a New Not to Exceed Amount of \$200,289.80

WHEREAS, by Resolution 25-204 adopted on June 9, 2025, Princeton Council awarded a contract to IPS Group, Inc. for Parking Meter Charges for a not to exceed amount of \$160,000.00 utilizing Omnia Partners National Cooperative Purchasing Contract CW18653; and

WHEREAS, additional parts will be needed for necessary repairs; and

WHEREAS, IPS Group, Inc. has provided a proposal for the additional services in the amount of \$40,289.80; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said services from 05-201-02-007-299.

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

1. The Mayor and Council, or their designee, hereby authorize the first amendment to the agreement originally authorized by Resolution 25-204 on June 9, 2025, to increase the not to exceed amount by \$40,289.80 for a new not to exceed amount of \$200,289.80.
2. All remaining provisions of the original agreement not otherwise amended by or inconsistent herewith shall remain in full force and effect.
3. This Resolution, when countersigned by IPS Group, Inc., shall serve as the first amendment to the original agreement between the parties.
4. Notice of this action shall be published in the official newspaper as required by law.
5. A copy of this resolution will be kept on file in the Office of the Clerk.

ATTEST:

THE MUNICIPALITY OF PRINCETON

By: _____

By: _____

ATTEST:

IPS GROUP, INC.

By: _____

By: _____



IPS Sales Quote



7737 Kenamar Court,
San Diego, CA 92121

Date	Quote #	Customer	Sub-Contractor
09/30/2025	IPS-2025-0930125841	Municipality of Princeton (683)	None

Bill To
Municipality of Princeton 24 Spring St Princeton, NJ 08540

Ship To
Municipality of Princeton 24 Spring St Princeton, NJ 08540

Rep	ACV	Terms	FOB	Contract	P.O#
EA	Replacement	Net 30	San Diego	OMNIA (PASSHE)	CW-18653

Item	Description	Qty	Price	Total
120-060	Coin Collection Cart with Shock Absorbers	2	\$895.00	\$1,790.00
Notes-Freight	+ FREIGHT CHARGES (SHIPPING_FREIGHT_ECONOMY)	1	\$584.83	\$584.83

Subtotal	\$2,374.83
Tax Exempted (0.00%)	\$0.00
Grand Total	\$2,374.83

Order Remarks:

TERMS AND CONDITIONS:

- Quote is stated in USD. Shipping and sales tax charges may apply.
- Orders will not be submitted until a Purchase Order has been issued or a signed copy of the quote is received by IPS Group, Inc. If your company uses a blanket purchase order, please write the number in the 'P.O. No.' box near the top of the quote.
- A signed copy of this quote must be returned to your sales representative for further processing. Notification will be sent once the order is submitted for processing.
- This quote expires 90 days after the date it was issued.
- Unless IPS has a formal contract or agreement in place, then the following default terms and conditions will apply: <https://ipsgroupinc.com/terms-conditions/>
- if you have any questions, or require further assistance please contact customer support by submitting your questions to the email address below.

Signature _____

Phone #	Fax #	E-mail
858-568-7648	858-408-7839	customersupport@ipsgroupinc.com



IPS Sales Quote



7737 Kenamar Court,
San Diego, CA 92121

Date	Quote #	Customer	Sub-Contractor
10/09/2025	IPS-2025-1009125897	Municipality of Princeton (683)	None

Bill To
Municipality of Princeton 24 Spring St Princeton, NJ 08540

Ship To
Municipality of Princeton 24 Spring St Princeton, NJ 08540

Rep	ACV	Terms	FOB	Contract	P.O#
EA	Replacement	Net 30	San Diego	OMNIA (PASSHE)	CW-18653

Item	Description	Qty	Price	Total
767-003-ASY	MS1 Replacement Standard Dome/Solar Panel Assembly	38	\$925.00	\$35,150.00
Notes-Freight	+ FREIGHT CHARGES (SHIPPING_FREIGHT_ECONOMY)	1	\$2,764.97	\$2,764.97

Subtotal	\$37,914.97
Tax Exempted (0.00%)	\$0.00
Grand Total	\$37,914.97

Order Remarks:

TERMS AND CONDITIONS:

- Quote is stated in USD. Shipping and sales tax charges may apply.
- Orders will not be submitted until a Purchase Order has been issued or a signed copy of the quote is received by IPS Group, Inc. If your company uses a blanket purchase order, please write the number in the 'P.O. No.' box near the top of the quote.
- A signed copy of this quote must be returned to your sales representative for further processing. Notification will be sent once the order is submitted for processing.
- This quote expires 90 days after the date it was issued.
- Unless IPS has a formal contract or agreement in place, then the following default terms and conditions will apply: <https://ipsgroupinc.com/terms-conditions/>
- if you have any questions, or require further assistance please contact customer support by submitting your questions to the email address below.

Signature _____

Phone #	Fax #	E-mail
858-568-7648	858-408-7839	customersupport@ipsgroupinc.com



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-25-395

Agenda Date: 11/24/2025

Agenda #: 7.

Resolution of the Mayor and Council of Princeton to Apply for and Obtain a Grant from the New Jersey Department of Community Affairs for \$810,000 Toward a Sewer Rehabilitation Project

WHEREAS, Princeton desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately \$810,000 to carry out a project to reduce inflow and infiltration into its sanitary sewer collection system.

NOW, THEREFORE, BE IT RESOLVED,

- 1) that the Mayor and Council of Princeton do hereby authorize the application for such a grant; and
- 2) recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between Princeton and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

(Signature)
Mark Freda, Mayor

(Signature)
Bernard Hvozdovic, Administrator

CERTIFICATION:

I, Dawn Mount, the Municipal Clerk of Princeton, hereby certify that at a meeting of the Mayor and Council of Princeton held on November 24, 2025 the above Resolution was duly adopted.

AFFIX GOV'T NOTARY SEAL

(Signature of the Municipal Clerk)



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-25-396

Agenda Date: 11/24/2025

Agenda #: 8.

Resolution of the Mayor and Council of Princeton Authorizing Block 7401, Lot 1.013 of the Princeton Tax Map to be Added to the Princeton Tax Exemption List

WHEREAS, the Municipality of Princeton has entered into a Redevelopment Agreement with Princeton SC Residential Urban Renewal, LLC for the development of Block 7401, Lot 1.013 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 required to make payments in lieu of taxes (“PILOT”) to the Municipality of Princeton.

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 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 for the Fourth Quarter of 2025 for said property.
3. A certified true copy of this Resolution shall be furnished by the Municipal Clerk to the Princeton Tax Assessor, the Princeton Tax Collector and AvalonBay Communities, Inc. upon its adoption.

MASON, GRIFFIN & PIERSON
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor and Council of the Municipality of Princeton

From: Edwin W. Schmierer, Esq.
Assistant Municipal Attorney



Date: November 18, 2025

Re: Avalon Princeton on Harrison PILOT Payment Resolution

The Municipality of Princeton has entered into a Redevelopment Agreement with Princeton SC Residential Urban Renewal, LLC for the construction of residential units on Harrison Street. A component of the Redevelopment Agreement requires AvalonBay Communities, Inc. to make payments in lieu of taxes ("PILOT") for the units which are located on Block 7401, Lot 1.013 Princeton Tax Map. To do so, the Princeton Tax Assessor and Princeton Tax Collector are requesting that this property be added to the Princeton Tax Exemption List and to do so will facilitate the required Fourth Quarter payment in the amount of \$190,191.81.

I have therefore prepared and attach hereto a proposed Resolution concerning the PILOT payment.

We would appreciate very much your considering this Resolution at your meeting on November 24, 2025.

Encl.

MASON, GRIFFIN & PIERSON
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

November 18, 2025

Page 2

cc: *via email:*

Bernard Hvozdovic, Jr., Administrator
Sandra Webb, Chief Financial Officer
Tammie Tisdale, Tax Collector
Neal A. Snyder, CTA, Tax Assessor
Dawn Mount, Municipal Clerk
Trishka W. Cecil, Esq., Municipal Attorney



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-25-397

Agenda Date: 11/24/2025

Agenda #: 1.

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

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

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

List of Bills - Clearing Claims

Meeting Date: 11/24/2025 For bills from 11/11/2025 to 11/21/2025

Vendor	Description	Payment	Check Total
5228 - A.N.A. PAINTING CORP.	PO 47144 RESO 25-273 & 25-358 PAINTING AT 400 WIT	177,946.01	177,946.01
651 - ALICIA G. EBER INTERPRETING SERVICE	PO 45838 BLANKET / INTERPRETING	722.20	722.20
2034 - ALL HANDS FIRE EQUIPMENT, LLC	PO 47481 STREMLIGHT WAYPOINT 400 - 120V/100V AC -	3,622.06	3,622.06
2490 - ALL SAINTS CHURCH	PO 47715 ESCROW REFUND 17-290-20-022-292	1,287.20	1,287.20
4851 - ALTARD STATE OF MIND LLC	PO 45607 BLANKET EXPENSE 2025	280.00	280.00
273 - AMAMC	PO 47719 2025 Annual Tax Assessor Winter Holiday	110.00	110.00
5271 - AMAZON CAPITAL SERVICES	PO 47746 Office Supplies - Wall calendars, at a g	79.58	79.58
4375 - ARCADIS US, INC.	PO 41260 RESOLUTION # 2023-188 + 23-369 + 24-203	56,243.40	
	PO 42013 RESOLUTION # 2023-299	7,381.00	
	PO 44317 RESOLUTION 2024-185	5,977.50	69,601.90
5304 - ARNOLD, ELIZABETH A & PHILIP J	PO 47768 REFUND FOR BL-6802 LT-40 FOR DUPLICATE 4	1,248.08	1,248.08
57 - AT&T	PO 47729 Telephone - Acct 030 519 3823 001 FIRE -	28.52	28.52
58 - AUTOMATIC COMMUNICATIONS	PO 45368 BLANKET/BUILDINGS AND GROUNDS ALARM SYST	2,424.00	2,424.00
5301 - BARONE, STEPHEN & JILL MORGANSTERN	PO 47765 REFUND FOR BL-51.01 LT-33 FOR DUPLICATE	683.93	683.93
1955 - BARRETT, MICHAEL T.	PO 45954 RESOLUTION 2025-68 PUBLIC DEFENDER	14,662.50	14,662.50
2642 - BEANS, FRED PARTS, INC	PO 45239 BLANKET PARTS TV	953.44	953.44
646 - BEN SHAFFER RECREATION INC.	PO 47609 BENCH WITH BACKREST - HILLTOP BASEBALL F	1,722.96	1,722.96
4444 - BERNARD HVOZDOVIC	PO 47710 Employee Reimbursement - Kiosk Design Su	468.00	468.00
4603 - BLOODGOOD LAW ENFORCEMENT TRAINING GROUP	PO 45399 TRAINING	1,675.00	1,675.00
3315 - BOWMAN CONSULTING GROUP, LTD.	PO 45271 RESOLUTION 25-33: DESIGN SERVICES FOR TH	28,122.86	
	PO 47052 BLANKET TRAFFIC	4,393.75	32,516.61
463 - BRITTON INDUSTRIES, INC.	PO 45375 BLANKET/DPW ROAD MAINTENANCE	2,810.44	2,810.44
4286 - CAPITAL HEALTH SYSTEM, INC.	PO 46180 WELL BABY/HEALTHY CHILD CLINIC	152.00	152.00
3359 - CHAMPION DISPOSAL SERVICES. LLC	PO 45395 BLANKET/TRASH REMOVAL	1,167.32	1,167.32
5247 - CHANDLER JERNIGAN LLC	PO 47362 Brochures for Princeton Environmental Co	375.00	375.00
2685 - CHERRY VALLEY TRACTOR SALES INC.	PO 45249 BLANKET PARTS TV	2,112.64	
	PO 45397 BLANKET/SEWER MACHINERY AND PARTS	1,361.69	3,474.33
1882 - CHITREN, DANIEL	PO 47724 2025 MEDICAL REIMBURSEMENT - COMPLETE	900.00	900.00
364 - CINTAS FIRST AID & SAFETY 105	PO 45401 BLANKET/SEWER FIRST AID	754.09	
	PO 45402 BLANKET/BUILDINGS AND GROUNDS FIRST AIR	1,781.40	
	PO 45404 BLANKET/FIRE FACILITIES FIRST AID	155.21	
	PO 45406 BLANKET/SPRING STREET GARAGE AND METERS	173.57	2,864.27
5039 - CLARKE MOYNIHAN LANDSCAPING AND CONSTRUC	PO 46426 RESO 25-140 CP NORTH REFORESTATION BID	448,663.66	448,663.66
1918 - CLAUDIA CEBALLOS	PO 47685 2025 Eyeglass Reimbursement 11/3/2025,	150.00	150.00
5282 - CLEAN SHOT PRODUCTS LLC	PO 47592 SHOOTER'S SOAP - 16 OZ.	1,374.16	1,374.16
1732 - COMCAST BUSINESS	PO 47726 Internet - Account 900019299 - Bill Date	3,243.37	3,243.37
263 - COMCAST CORPORATION	PO 47725 Comcast - Acct. 8499 05 311 0085701 - Bi	229.89	229.89
4093 - CONSTANT CONTACT INC	PO 47643 Annual Constant Contact Subscription	1,565.40	1,565.40
4621 - CORELOGIC COMMERCIAL PAYMENTS	PO 47764 REFUND BL-15.05 LT-3 DUPLICATE 4TH QTR 2	45,897.71	45,897.71
4663 - CORPORATE BILLING	PO 45232 BLANKET PARTS/SERVICE TV	4,326.72	4,326.72
4604 - COSTELLO'S ACE HARDWARE	PO 45410 BLANKET/BUILDINGS AND GROUNDS SUPPLIES A	359.38	
	PO 45411 BLANKET/SEWER SUPPLIES AND MATERIALS	140.91	
	PO 45415 BLANKET/SPRING STREET GARAGE METERS SUPP	70.96	
	PO 45417 BLANKET/DPW SUPPLIES AND MATERIALS	157.76	
	PO 45422 BLANKET/OPEN SPACE TOOLS AND MINOR HARDW	345.83	
	PO 45531 BLANKET/SUPPLIES	139.65	
	PO 45532 BLANKET/SUPPLIES	96.95	
	PO 45588 BLANKET - SUPPLIES	139.67	
	PO 45672 2025 BLANKET	59.99	
	PO 46862 BLANKET/PAPER LAWN AND LEAF BAGS FOR PRI	1,196.00	2,707.10
1339 - COUNTY OF HUNTERDON	PO 47105 BLANKET - SERVICES	360.00	360.00
117 - CRESTON HYDRAULICS INC.	PO 45237 BLANKET TV	1,003.89	1,003.89
1849 - CUSTOM BANDAG, INC.	PO 45250 BLANKET TIRES TV	500.00	500.00
5176 - CUSTOMINK, LLC	PO 47632 2025 Employee Recognition	3,345.00	3,345.00
1453 - DANIEL DOBROMILSKY & ASSOCIATES	PO 47053 LANDSCAPE REVIEW	562.50	
	PO 47610 4/25/2025 LANDSCAPE REVIEW - HUN SCHOOL	250.00	
	PO 47611 08/13/2025 LANDSCAPE REVIEW - AYODELE -	187.50	1,000.00
5209 - DAVID MIRSKY	PO 47748 FINAL RELEASE OF CASH ESCROW FOR 15 PREN	11,175.61	11,175.61
1833 - DELTA DENTAL PLAN OF N.J.	PO 47739 Acct #03114-0001 for December 2025	17,424.81	17,424.81
5303 - DELUCA, MICHAEL & MILENA SASIC	PO 47767 REFUND FOR BL-6501 LT-7 DUPLICTE 4TH QTR	1,075.90	1,075.90
1493 - DEPT OF COMMUNITY AFFAIRS	PO 47721 3RD QUARTER 2025	35,760.00	35,760.00

List of Bills - Clearing Claims

Meeting Date: 11/24/2025 For bills from 11/11/2025 to 11/21/2025

Vendor	Description	Payment	Check Total
4618 - Devin DeGraw	PO 47688 2025 MEDICAL REIMBURSEMENT - COMPLETE	450.00	450.00
4508 - DIMO MIHAYLOV	PO 47645 2025 Eyeglass Reimbursement EZ Contacts	143.96	143.96
4508 - DIMO MIHAYLOV	PO 47722 WORK BOOTS	250.00	250.00
129 - DIVISION OF CRIMINAL JUSTICE	PO 47182 BASIC COURSE FOR POLICE OFFICERS TUITION	2,500.00	2,500.00
4005 - EARLE ASPHALT COMPANY	PO 45163 RESOLUTION 24-352 CHERRY HILL ROAD SHARE	200,920.56	200,920.56
3835 - EASTERN WAREHOUSE DISTRIBUTORS	PO 45233 BLANKET PARTS/OILS TV	3,223.32	3,223.32
4730 - EDUTAINMENT, LLC	PO 46322 2025 IT Staff Training	1,197.00	1,197.00
4333 - ENTERPRISE FM TRUST	PO 45561 RESOLUTION 21-67 - YEAR 4 OF 5	3,174.78	
	PO 45561 RESOLUTION 21-67 - YEAR 4 OF 5	1,992.65	5,167.43
146 - ESI EQUIPMENT, INC.	PO 47420 ANNUAL SERVICE CONTRACT FOR THE HOLMATRO	2,211.00	2,211.00
1786 - FLEET PRIDE	PO 45308 BLANKET PARTS/OILS TV	391.97	391.97
395 - FRENCH & PARELLO ASSOCIATES, PA	PO 42374 RESOLUTION # 2023-357	600.00	
	PO 45955 RESOLUTION 2025-65 CONSTRUCTION ADMINIST	5,162.50	
	PO 46944 CONTRACT LAND SURVEYING SERVICES - SURVE	6,455.00	
	PO 46963 RESOLUTION 25-237 CONSTRUCTION ADMINISTR	12,906.57	25,124.07
402 - FYR-FYTER SALES SERVICE INC.	PO 45436 BLANKET/BUILDINGS AND GROUNDS SERVICE	721.08	721.08
1773 - GABRIELLI TRUCK SALES, LTD	PO 45235 BLANKET TV	858.01	858.01
158 - GALLS LLC	PO 45463 UNIFORMS	6,907.31	6,907.31
5170 - GARDEN IRRIGATION COMPANY, INC.	PO 46461 BLANKET/CONTRACTED SERVICES	384.00	384.00
2383 - GARDEN STATE APPRAISERS &	PO 45534 RESIDENTIAL APPRAISAL SERVICES FOR TAX A	3,450.00	3,450.00
2246 - GENSERVE INC.	PO 45468 BLANKET/BUILDINGS AND GROUNDS	7,700.00	
	PO 47099 POWER MAINTENANCE AGREEMENT AUGUST 1, 20	3,225.00	10,925.00
170 - GRAINGER	PO 45473 BLANKET/DPW	352.04	
	PO 45591 BLANKET - SUPPLIES	596.22	948.26
4872 - GREATAMERICA FINANCIAL SERVICES	PO 45287 POSTAGE LEASE 12/22/24 - 12/23/25 400 WI	864.63	864.63
172 - GREATER MERCER TMA	PO 45985 RESOLUTION 23-402 TRANSPORTATION SERVICE	10,404.00	10,404.00
2098 - GROFF TRACTOR MID ATLANTIC	PO 47585 RENTAL OF CASE 850M WT DOZER	1,520.00	1,520.00
186 - HESCO ELECTRIC SUPPLY CO. INC.	PO 45480 BLANKET/BUILDINGS AND GROUNDS SUPPLIES	435.90	435.90
189 - HINKSON'S	PO 47625 Green Signs for house tour with Sustaina	372.00	372.00
191 - HOME DEPOT/GECF	PO 45490 BLANKET/BUILDINGS AND GROUNDS HARDWARE A	193.18	193.18
3960 - INDUSTRIAL WELDING SUPPLY, INC.	PO 45252 BLANKET WELDING SUPPLY TV	167.40	167.40
1832 - INSTITUTE FOR FORENSIC	PO 47589 PER DIEM DISPTACHER PRE EMPLOYMENT PSYCH	2,250.00	2,250.00
194 - INSTITUTE FOR PROFESSIONAL DEVELOPMENT	PO 47774 ETHICS WEBINAR FOR LEO JABLONSKI 12/3/20	50.00	50.00
2690 - INTERSTATE BATTERY OF PRINCETON	PO 45238 BLANKET BATTERIES TV	864.70	864.70
4640 - INTERSTATE WASTE SERVICES, INC	PO 45792 RESOLUTION 25-45 SOLID WASTE & BULK WAST	117,719.50	117,719.50
3729 - IPS GROUP INC.	PO 46776 RESOLUTION 25-204 PARKING METER CHARGES	11,753.86	11,753.86
5273 - J. TOMARO CONSTRUCTION CO.	PO 47536 PROPOSAL	5,500.00	5,500.00
4847 - JAMAR HALL	PO 47693 REIMBURSEMENT FOR ANNUAL CLOTHING ALLOWA	367.91	367.91
9 - JEN ELECTRIC	PO 45984 RESOLUTION 24-256 & 25-307 TRAFFIC SIGNA	20,706.86	20,706.86
1649 - JERSEY ELEVATOR, LLC	PO 45503 BLANKET/BUILDINGS AND GROUNDS MAINTENANC	1,300.09	1,300.09
5232 - JOHANNA PETERS	PO 47628 Finger printing background check - Ident	84.70	84.70
3831 - JPMONZO MUNICIPAL CONSULTING	PO 47750 YEAR END PAYROLL AND HR CONCERNS, WEBINA	50.00	50.00
5305 - KAHN, ROBERT & JESSICA ANNETTE	PO 47770 REFUND FOR BL-8703 LT-6 FOR 4TH QTR 2025	7,071.84	7,071.84
4734 - KANZARIA, MITUL & REEMA	PO 47769 REFUND FOR BL-7207 LT-6 DUPLICATE 4TH QT	3,787.47	3,787.47
219 - KEY-TECH	PO 47353 PROPOSAL FOR BITUMIOUS CONCRETE CORE SAM	4,244.08	4,244.08
4888 - KG LAW GROUP LLC	PO 45793 RESOLUTION 25-46 2025 MUNICIPAL PROSECUT	6,600.00	6,600.00
2903 - KYOCERA DOCUMENT SOLUTIONS	PO 45413 2025 Blanket - Kyocera Document Solution	4,111.50	4,111.50
227 - LANGUAGE LINE SERVICES	PO 45833 LANGUAGE LINES	493.90	
	PO 45839 BLANKET / INTERPRETING SERVICES	113.90	607.80
228 - LAWSON PRODCTS, INC	PO 45243 BLANKET PARTS/SUPPLIES TV	628.59	628.59
2883 - LORCO PETRPLEUM SERVICE	PO 45301 BLANKET SERVICE TV	240.00	240.00
1581 - LOWE'S	PO 45535 BLANKET/DPW ROADS SUPPLIES AND MATERIALS	173.73	173.73
5147 - LUCAS BROTHERS, INC.	PO 46157 RESO 25-95 IMPROVEMENTS TO ALEXANDER ST,	189,454.42	189,454.42
1579 - MACFARLAN, GERRY	PO 47692 REIMBURSEMENT FOR CLOTHING ALLOWANCE (NO	149.99	149.99
4496 - MADSEN AND HOWELL INC.	PO 47526 GARBAGE CANS FOR PARKS - ORDER #1041908	5,834.02	5,834.02
379 - MAGIC TOUCH CONSTRUCTION CO IN	PO 45692 BLANKET/ELECTRICAL BUILDINGS AND GROUNDS	5,740.32	
	PO 45694 BLANKET/ELECTRICAL SEWER 298 RIVER ROAD	1,078.50	6,818.82
1570 - MAJESTIC OIL COMPANY	PO 45551 BLANKET/FUEL	18,311.81	18,311.81
4807 - MARAZITI FALCON, LLP	PO 44853 LEGAL SERVICES - PCRD LITIGATION/RESO 25	14,405.15	
	PO 47740 LEGAL SERVICES IN CONNECTION WITH PCRD L	546.00	14,951.15
1100 - MASON, GRIFFIN & PIERSON	PO 45268 RESOLUTION 25-26: MUNICIPAL ATTORNEY	31,231.61	
	PO 45268 RESOLUTION 25-26: MUNICIPAL ATTORNEY	6,423.36	37,654.97

List of Bills - Clearing Claims

Meeting Date: 11/24/2025 For bills from 11/11/2025 to 11/21/2025

Vendor	Description	Payment	Check Total
1553 - MCCAFFREYS MARKET	PO 45593 BLANKET - FOOD	192.81	
	PO 45724 BLANKET	265.01	457.82
265 - MCMANIMON SCOTLAND BAUMANN	PO 47757 Legal Services for Bleimaier Litigation	2,725.50	
	PO 47757 Legal Services for Bleimaier Litigation	11,766.02	14,491.52
1534 - MERCER COUNTY FIRE ACADEMY	PO 45594 BLANKET - TRAINING	60.00	60.00
282 - MERCER COUNTY IMPROV AUTHORITY	PO 45548 BLANKET/SEWER RECYCLING CREDIT	8,199.28	8,199.28
282 - MERCER COUNTY IMPROV AUTHORITY	PO 45552 BLANKET/TRASH TONNAGE	54,819.69	54,819.69
285 - MERCER ENGINE CO. NO. 3	PO 47618 REIMURSEMENT FOR DONATION TO SOMERVILLE	100.00	100.00
752 - MES SERVICE COMPANY, LLC	PO 45595 BLANKET - SERVICES	102.57	102.57
993 - MOTOROLA SOLUTIONS INC	PO 47493 CONTRACT MOBILE RADIOS XPR 5550E	19,290.75	19,290.75
4260 - MULLER & BAILLIE, P.C.	PO 45564 GENERAL LEGAL SERVICES TO THE PLANNING B	5,995.00	
	PO 46620 CONTRACT PCRD LITIGATION 5/15/2025 - 5/1	44.00	
	PO 47542 JULY 2025 - LEGAL SERVICES - 217 WITHERS	880.00	
	PO 47613 JULY 2025 LEGAL SERVICES - PIP COMMERCIA	220.00	
	PO 47614 JULY 2025 - LEGAL SERVICES - WEST WINDSO	275.00	
	PO 47695 SEPTEMBER 2025 - LEGAL SERVICES - 900 HE	110.00	
	PO 47696 SEPTEMBER 2025 - LEGAL SERVICES - 21 WIG	110.00	
	PO 47697 AUGUST 2025 - LEGAL SERVICES - WEST WIND	165.00	
	PO 47698 AUGUST 2025 - LEGAL SERVICES - HUN SCHOO	55.00	
	PO 47699 AUGUST 2025 - 805 BUNN DRIVE - INSTITUTE	55.00	
	PO 47700 AUGUST 2025 - LEGAL SERVICES - ESTATE SH	550.00	
	PO 47701 AUGUST 2025 - LEGAL SERVICES - ALKA PATE	385.00	
	PO 47702 AUGUST 2025 - LEGAL SERVICES - 217 WITHE	330.00	9,174.00
4792 - MY FSA LINK, LLC	PO 45446 Blanket 2025	147.75	147.75
922 - MYZIE, JONATHAN	PO 47652 BLS INSTRUCTOR ESSENTIALS	42.65	42.65
1489 - NAPA AUTO PARTS	PO 45240 BLANKET PARTS	489.00	489.00
4600 - NASSAU ELECTRIC LLC - PRINCETON	PO 45688 BLANKET/CONTRACTED SERVICES	1,504.95	1,504.95
3444 - NELSON / NYGAARD CONSULTING ASSOCIA	PO 44322 RESOLUTION 2024-189	682.50	682.50
1033 - NEW JERSEY AMERICAN WATER	PO 47761 CP SOUTH ACCT: 1018-22003708432	5,927.91	5,927.91
343 - NEW JERSEY STATE LEAGUE OF MUNICIPALITIE	PO 45441 Blanket 2025	345.00	345.00
3409 - O & S ASSOCIATES INC.	PO 43977 SPRING ST PARKING GARAGE PERIMETER FENCI	1,500.00	1,500.00
1426 - OGLESBY, VICTORIA	PO 47744 4th Qtr 2025 Retiree Medical - Rider Uni	1,562.50	1,562.50
474 - ONE CALL CONCEPTS, INC.	PO 45560 BLANKET/SEWER MARK OUTS	905.20	905.20
5125 - ONE WATER CONSULTING LLC	PO 46156 RESOLUTION 25-94 STONY BROOK WATERSHED M	7,384.32	
	PO 46209 SEWER CONNECTION FEE AND ANNUAL SEWER SE	4,942.50	
	PO 46516 CONTRACT - INFLOW & INFILTRATION REDUCTI	437.50	
	PO 47289 CONTRACT - AFFORDABLE HOUSING PRELIMINAR	510.00	13,274.32
1635 - PA MUNICIPAL, INC.	PO 45653 BLANKET/DPW ROAD SIGNS	496.76	496.76
591 - PACKET MEDIA LLC	PO 46027 BLANKET FOR 2025	81.79	81.79
5283 - PACKETALK TECHNOLOGIES	PO 47583 CONTRACT - MODEMS & SOFTWARE	18,250.00	18,250.00
3718 - PASSPORT LABS, INC.	PO 45878 BLANKET/SPRING STREET GARAGE MOBILE PARK	12,176.50	12,176.50
4717 - PAULUS, SOKOLOWSKI & SARTOR LLC	PO 44418 RESO 24-238 & 25-143	2,154.25	2,154.25
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	1,477.00	1,477.00
1390 - PESMC - C/O MEGAN ORTIZ	PO 47651 PESMC Meeting - Wednesday, November 5, 2	55.00	55.00
5287 - PIALI BISWAS	PO 47686 2025 Eyeglass Reimbursement Costco, 9/7	150.00	150.00
4259 - PINELANDS NURSERY, INC.	PO 47085 MICROFOREST PLANTINGS/MIX	1,857.00	1,857.00
808 - POLAR INC.	PO 45616 BLANKET/SSG WATER	34.95	
	PO 45617 BLANKET/SEWER WATER SERVICE	57.95	
	PO 45618 BLANKET/FIRE FACILITIES WATER SERVICE	147.45	240.35
3901 - POWER PLACE, INC	PO 47133 BLANKET PARTS TV	510.31	510.31
5087 - PRESERVATION DESIGN PARTNERSHIP	PO 45222 RESOLUTION 24-366 DESIGN GUIDELINES FOR	35,000.00	35,000.00
1348 - PRINCETON HYDRO, LLC	PO 42106 (Contract #1: Reso 23-313 + 24-85) (Cont	1,165.15	
	PO 43978 ENVIRONMENTAL CONSULTING IN CONNECTION W	6,090.00	
	PO 46136 INVASIVE SPECIES MANAGEMENT (LESSER CELA	1,625.00	8,880.15
592 - PRINCETON PUBLIC LIBRARY	PO 47717 Amazon Business PO 25834	39,546.14	39,546.14
592 - PRINCETON PUBLIC LIBRARY	PO 47718 11/10/25 Innovative Comm. Int. PO 25502	35,987.18	35,987.18
1277 - PRINCETON SUPPLY CORPORATION	PO 45624 BLANKET/BUILDINGS AND GROUNDS JANITORIAL	1,608.10	1,608.10
445 - PSE&G CO - SUMMARY ACCOUNT	PO 47779 Electric - Acct #13 000 010 03 - Bill Da	31,704.52	31,704.52
445 - PSE&G CO - SUMMARY ACCOUNT	PO 47780 Electric and Gas - Bill Date November 14	1,946.01	1,946.01
445 - PSE&G CO - SUMMARY ACCOUNT	PO 47781 WESTMINSTER - Electric and Gas - Bill Da	11,384.47	11,384.47
5235 - RAPID PUMP & METER SERVICE COMPANY, LLC	PO 47222 RESOLUTION 25-283 ON-CALL MAINTENANCE/PU	13,787.09	13,787.09

List of Bills - Clearing Claims

Meeting Date: 11/24/2025 For bills from 11/11/2025 to 11/21/2025

Vendor	Description	Payment	Check Total
4086 - REMINGTON & VERNICK ENGINEERS, INC	PO 45758 GIS PARCEL MAINTENANCE FOR TAX YEAR 2023	100.00	
	PO 46596 RESOLUTION 2025-181 MS4 GIS MAPPING & GP	12,170.00	
	PO 47445 RESOLUTION 25-320 SANITARY SEWER GIS UPD	270.00	12,540.00
5302 - RGB CONSTRUCTION COMPANY	PO 47766 REFUND FOR BL-802 LT-1.1301 C093 DUPLICA	2,058.80	2,058.80
1204 - RIGGINS INC.	PO 45626 BLANKET/FUEL	3,006.06	3,006.06
640 - S. BROTHERS, INC.	PO 40548 RESOLUTION # 2023-71	144,279.21	144,279.21
639 - S.A.V.E.	PO 45572 ANIMAL BOARDING SERVICES 1/1/25 - 12/31/	4,480.00	4,480.00
2443 - SAFE KIDS CPS CERTIFICATION	PO 45846 CAR SEAT SAFETY TRAINING - SGT. LUIS NAV	95.00	95.00
3539 - SANTOS, ADAM	PO 47690 BLS INSTRUCTOR ESSENTIALS ONLINE	42.65	42.65
805 - SAVATREE	PO 45627 BLANKET/PLANT HEALTH CARE SERVICES	663.00	663.00
2965 - SERVICE TIRE TRUCK CENTER, INC	PO 45253 BLANKET TIRES/ ROAD SERVICE TV	2,645.00	2,645.00
5099 - SHAH & RUBENSTEIN, LLC	PO 45794 RESOLUTION 25-48: 2025 TAX APPEAL COUNSE	8,330.00	8,330.00
1253 - SOFTWARE HOUSE INTERNATIONAL (SHI)	PO 42889 RESOLUTION # 2024-32	63,068.89	63,068.89
355 - STATE OF NJ DIV OF EMPLOYER ACCT	PO 47756 Quarter Ending 06/30/25 EIN: 0-300-746-	166.63	166.63
4702 - STEWARD GREEN LLC	PO 46534 CONTRACT - 2025 INVASIVE SPECIES CONTROL	6,630.00	6,630.00
1216 - STORM WATER MANAGEMENT CONSULTING,	PO 47153 PRINCETON UNIVERSITY - QUANTUM PHASE 1 -	2,415.00	2,415.00
1213 - STRONG, JAMES	PO 47743 3rd Qtr 2025 Health 7/25/25 to 10/17/25	5,322.24	5,322.24
671 - SUNBELT RENTALS, INC	PO 47366 RENTAL OF POWER RAKE FOR MICROFOREST PRO	687.52	687.52
748 - SUNSET CREATIONS INC.	PO 47429 RESOLUTION 25-319 2025 FALL TREE PLANTIN	56,596.50	56,596.50
5239 - TELOS ADVISORS LLC	PO 47236 CONTRACT ENGINEERING SVCS/COMMUNITY TRAN	14,516.56	
	PO 47236 CONTRACT ENGINEERING SVCS/COMMUNITY TRAN	11,883.44	26,400.00
5298 - THE ACCENT GROUP INC.	PO 47738 ESCROW REFUND 17-290-20-024-584	391.69	391.69
5153 - THE NEW JERSEY STATE BAR ASSOCIATION	PO 47630 Introduction to Redevelopment Law-10/29/	199.00	199.00
1017 - THOMSON REUTERS - WEST	PO 45841 BLANKET / BOOKS, SUBSCRIPTIONS	1,526.00	1,526.00
5118 - TOPOLOGY NJ, LLC	PO 45953 RESOLUTION 25-67 PLANNING SERVICES FOR W	9,107.06	9,107.06
1182 - TOUCHTONE COMMUNICATIONS	PO 47727 Acct 6099212100 - Interexchange Carrier	188.73	188.73
5288 - TRAFFIC SAFETY STORE - (MUVZ, INC)	PO 47660 A-CADE LEG KIT-(2) DELUXE A-CADE LEGS &	4,100.00	
	PO 47691 TRAFFIC CONES ITEM CR28HDRC64	1,174.50	5,274.50
4836 - TRENTON RENEWABLE POWER, LLC	PO 46094 BLANKET/FOOD WASTE PROGRAM	247.00	247.00
1167 - TRIUS INC.	PO 45299 BLANKET PARTS TV	2,762.02	2,762.02
2592 - UNIFIRST CORPORATION	PO 46960 RESOLUTION 25-234 UNIFORMS	472.51	
	PO 46960 RESOLUTION 25-234 UNIFORMS	4,742.98	5,215.49
923 - UNITED PARCEL SERVICE	PO 47730 Acct. 8Y2A91 - Service Charge - 11/1/25	603.01	603.01
211 - UNITED SITE SERVICES	PO 45327 BLANKET/MISC. RENTAL	425.26	
	PO 45702 BLANKET/2025 RECYCLING EVENTS	926.04	1,351.30
1158 - US ATHLETIC FIELDS	PO 46280 MOWING SERVICES RESO 25-117 & 25-148	2,780.00	
	PO 46281 TURF MANAGEMENT SERVICES RESO 25-118 & 2	5,536.26	8,316.26
408 - VECTOR SECURITY	PO 45657 BLANKET/BUILDINGS AND GROUNDS ALARMS	406.94	406.94
962 - VERIZON	PO 45387 TELEPHONE EXPENSE	403.04	403.04
4895 - VERIZON COMMUNICATIONS INC.	PO 46222 BLANKET/SEWER DEPARTMENT VEHICLE TRACKIN	284.25	284.25
959 - VERIZON WIRELESS	PO 47716 Acct #642046325-00001 - Wireless - Bill	5,739.63	5,739.63
1152 - VERMEER- NORTH ATLANTIC SALES & SER	PO 45319 BLANKET PARTS/SERVICE TV	89.12	
	PO 45658 BLANKET/OPEN SPACE AND SHADE TREE	182.96	272.08
4658 - VIKING PEST CONTROL	PO 45661 BLANKET/BUILDINGS AND GROUNDS PEST CONTR	2,724.29	2,724.29
1150 - VILLARUZ, ARTHUR	PO 47782 Medical - 4/27/25 to 11/7/25	7,571.40	7,571.40
973 - VISUAL COMPUTER SOLUTIONS INC.	PO 47747 TRAFFIC CONTROL FOR 3 FOULET - 11/5/25	6,875.82	6,875.82
1024 - W.E. TIMMERMAN CO., INC.	PO 45323 BLANKET PARTS/SERVICE TV	1,622.84	1,622.84
2 - WB MASON CO	PO 45601 BLANKET - SUPPLIES (CK09MERCER2023-13)	12.99	
	PO 45664 BLANKET/BUILDINGS AND GROUNDS 2025 OFFIC	45.38	
	PO 45666 BLANKET/SSG 2025 OFFICE SUPPLIES (CK09ME	128.70	
	PO 45673 2025 BLANKET (CK09MERCER2023-13)	499.60	
	PO 45767 BLANKET / OFFICE SUPPLIES 2025 (CK09MERC	221.59	
	PO 45790 BLANKET FOR 2025 - ENGINEERING (CK09MERC	354.86	1,263.12
4331 - WEDRIVEU, INC.	PO 45280 RESOLUTION 24-354: 2025 PRINCETON TRANSI	31,430.33	31,430.33
4468 - WEGMANS FOOD MARKETS, INC.	PO 46482 BLANKET 2025	782.00	782.00
3677 - WELLS FARGO VENDOR FIN SERV.	PO 45499 2025 Blanket - Wells Fargo Printer Lease	2,958.97	2,958.97
1950 - WINDSTREAM	PO 47728 Account 214287263 - Invoice Date Novembe	91.89	91.89
2677 - WIRELESS ELECTRONICS, INC.	PO 47732 BAD MONITOR FOR OP POSITION 2	731.25	731.25
998 - WM CORPORATE SERVICES, INC.	PO 45868 BLANKET/CONTRACT NO.T2665	9,501.30	9,501.30
TOTAL			2,444,117.53

List of Bills - Clearing Claims

Meeting Date: 11/24/2025 For bills from 11/11/2025 to 11/21/2025

Vendor Description Payment Check Total

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-105-200	PERSONNEL - OE	4,101.52			
01-201-20-110-200	MAYOR & COUNCIL OE	229.89			
01-201-20-111-200	ADMINISTRATIVE & EXECUTIVE OE	19,073.58			
01-201-20-112-200	FLU PROGRAM OE	782.00			
01-201-20-125-200	INFORMATION TECHNOLOGY - OE	11,510.84			
01-201-20-130-200	FINANCE ADMINISTRATION OE	147.75			
01-201-20-150-200	ASSESSMENT OF TAXES OE	3,560.00			
01-201-20-151-200	DEFENSE OF TAX APPEALS OE	8,330.00			
01-201-20-155-200	LEGAL SERVICES & COSTS OE	56,031.78			
01-201-20-165-200	ENGINEERING SERVICES OE	354.86			
01-201-21-180-200	REGIONAL PLANNING BD. - TWP - OE	5,995.00			
01-201-21-185-200	ZONING COSTS - OE	81.79			
01-201-23-220-200	EMPLOYEE GROUP INSURANCE OE	35,151.91			
01-201-25-240-200	POLICE OE	16,937.50			
01-201-25-265-200	FIRE OE	3,958.99			
01-201-25-267-200	FIRE FACILITIES OE	572.45			
01-201-25-275-200	MUNICIPAL PROSECUTOR OTHER EXPENSES	6,600.00			
01-201-26-290-200	ROAD REPAIRS & MAINTENANCE OE	13,701.39			
01-201-26-305-200	GARBAGE & TRASH REMOVAL OE	190,239.77			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	29,619.38			
01-201-26-315-200	VEHICLE MAINT. - ADMIN. OE	20,537.83			
01-201-27-330-200	BOARD OF HEALTH OE	373.59			
01-201-27-331-200	SUZANNE PATTERSON CENTER OE	10,404.00			
01-201-27-335-200	ENVIRONMENTAL COMMISSION OE	747.00			
01-201-27-345-200	HUMAN SERVICES OE	280.00			
01-201-28-370-200	JOINT RECREATION BOARD OE	1,597.89			
01-201-28-375-200	PARK MAINTENANCE OE	15,714.99			
01-201-31-430-200	ELECTRICITY & GAS OE	16,772.46			
01-201-31-431-200	NATURAL GAS OE	155.28			
01-201-31-435-200	STREET LIGHTING OE	16,654.04			
01-201-31-440-200	TELEPHONE OE	6,917.19			
01-201-31-455-200	SEWER FACILITIES OPERATING OE	12,539.80			
01-201-31-460-200	GASOLINE OE	21,317.87			
01-201-43-490-200	MUNICIPAL COURT OE	2,362.10			
01-201-43-495-200	PUBLIC DEFENDER OE	14,662.50			
01-203-20-125-233	(2024) COMPUTER EXPENSE-SOFTWARE MAINT AND FEES		63,068.89		
01-203-20-175-200	(2024) HISTORIC PRESERVATION COMMITTEE - OE		35,000.00		
01-205-55-900-035	RESERVE FOR TAX OVERPAYMENTS			61,823.73	
01-260-05-100	DUE TO CLEARING/CLAIMS			0.00	743,669.56
01-286-55-900-804	DUE TO STATE (DCA)- BUILDING SURCHARGE			35,760.00	
TOTALS FOR	CURRENT FUND	548,016.94	98,068.89	97,583.73	743,669.56
02-213-44-911-301	CLEAN COMMUNITIES			2,122.04	
02-213-44-915-301	FOOD WASTE RECYCLING			247.00	
02-213-44-917-301	RECYCLING GRANT			1,520.00	
02-213-44-954-301	PCAF-TRANSIT FUND			15,199.06	
02-260-05-100	DUE TO CLEARING/CLAIMS			0.00	19,088.10
TOTALS FOR	GRANT FUND	0.00	0.00	19,088.10	19,088.10
04-215-16-022-000-000	Ordinance 2016-22 NJ EIT			622.50	
04-215-17-031-000-000	Ordinance 2017-31 Sewer Trust			2,509.90	
04-215-17-037-000-000	Ordinance 2017-37 Various Capital Imprv			1,722.96	
04-215-18-008-000-000	Ordinance 2018-08 Sewer Trust			577.66	

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
04-215-19-020-000-000	Ordinance 2019-20 NJ EIT			1,993.40	
04-215-19-021-000-000	Ordinance 2019-21 Various Capital Imprv			6,455.00	
04-215-21-019-000-000	Ordinance 2021-19 Sewer Trust			2,924.57	
04-215-21-021-000-000	Ordinance 2021-21 Various Capital Improvements			2,441.88	
04-215-21-022-000-000	Ordinance 2021-22 Various Library Improvements			10,000.00	
04-215-22-018-000-000	Ordinance 2022-18 NJ I-Bank			21,529.74	
04-215-22-019-000-000	Ordinance 2022-19 Various Capital Improvements			148,581.91	
04-215-23-016-000-000	Ordinance 2023-16 Sewer Trust			54,520.00	
04-215-23-017-000-000	Ordinance 2023-17 Sewer Improvements			746.37	
04-215-23-020-000-000	Ordinance 2023-20 Open Space Improvements			458,447.66	
04-215-23-021-000-000	Ordinance 2023-21 Various Capital Improvements			440,979.22	
04-215-24-014-000-000	Ordinance 2024-14 Various Capital Improvements			71,089.68	
04-215-24-016-000-000	Ordinance 2024-16 Open Space Improvements			2,936.00	
04-215-24-017-000-000	Ordinance 2024-17 Sewer Improvements (I-Bank)			437.50	
04-215-24-034-000-000	Ordinance 2024-34 Acq of Westminster			9,107.06	
04-215-25-006-000-000	Ordinance 2025-06 Open Space Improvements			72,047.59	
04-215-25-007-000-000	Ordinance 2025-07 Various Capital Improvements			248,958.35	
04-260-05-100	DUE TO CLEARING/CLAIMS			0.00	1,558,628.95
TOTALS FOR	GENERAL CAPITAL FUND	0.00	0.00	1,558,628.95	1,558,628.95
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05-201-02-007-200	PARKING OE	24,811.05			
05-201-02-009-000	JITNEY EXPENSES	31,430.33			
05-260-05-100	DUE TO CLEARING/CLAIMS			0.00	56,241.38
TOTALS FOR	PARKING UTILITY OPERATING FUND	56,241.38	0.00	0.00	56,241.38
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06-215-23-018-000	Ordinance 2023-18 Various Parking Improvements			1,500.00	
06-260-05-100	DUE TO CLEARING/CLAIMS			0.00	1,500.00
TOTALS FOR	PARKING UTILITY CAPITAL FUND	0.00	0.00	1,500.00	1,500.00
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12-201-20-125-200	OPEN SPACE - OTHER EXPENSE - PARK MAINT	8,316.79			
12-260-05-100	DUE TO CLEARING/CLAIMS			0.00	8,316.79
TOTALS FOR	OPEN SPACE FUND	8,316.79	0.00	0.00	8,316.79
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14-260-05-100	DUE TO CLEARING/CLAIMS			0.00	4,480.00
14-400-65-000-000	RESERVE FOR EXPENDITURE			4,480.00	
TOTALS FOR	ANIMAL CONTROL TRUST	0.00	0.00	4,480.00	4,480.00
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17-260-05-100	Due To Claims/Clearing			0.00	26,523.75
17-290-20-000-000	PROFESSIONAL FEES			15,348.14	
17-290-40-000-000	PERFORMANCE GUARANTEE			11,175.61	
TOTALS FOR	ESCROW	0.00	0.00	26,523.75	26,523.75
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18-260-05-100	DUE TO CLAIMS			0.00	166.63
18-301-00-000-000	RESERVE FOR UNEMPLOYMENT TRUST			166.63	
TOTALS FOR	UNEMPLOYMENT TRUST FUND	0.00	0.00	166.63	166.63
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21-201-12-110-200	CONSTRUCTION EXPENSES - OE	2,802.24			
21-260-05-100	DUE TO CLAIMS/CLEARING			0.00	14,685.68
21-285-56-087-333	P.U. - COMMUNITY MASS TRANSIT			11,883.44	
TOTALS FOR	TRUST FUND	2,802.24	0.00	11,883.44	14,685.68
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ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
40-201-20-105-200	AFFORDABLE HOUSING BOARD OE	10,816.69			
40-260-05-100	DUE TO CLAIMS/CLEARING			0.00	10,816.69
TOTALS FOR	AFFORDABLE HOUSING UTILITY	10,816.69	0.00	0.00	10,816.69

Total to be paid from Fund 01 CURRENT FUND	743,669.56
Total to be paid from Fund 02 GRANT FUND	19,088.10
Total to be paid from Fund 04 GENERAL CAPITAL FUND	1,558,628.95
Total to be paid from Fund 05 PARKING UTILITY OPERATING FUND	56,241.38
Total to be paid from Fund 06 PARKING UTILITY CAPITAL FUND	1,500.00
Total to be paid from Fund 12 OPEN SPACE FUND	8,316.79
Total to be paid from Fund 14 ANIMAL CONTROL TRUST	4,480.00
Total to be paid from Fund 17 ESCROW	26,523.75
Total to be paid from Fund 18 UNEMPLOYMENT TRUST FUND	166.63
Total to be paid from Fund 21 TRUST FUND	14,685.68
Total to be paid from Fund 40 AFFORDABLE HOUSING UTILITY	10,816.69
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	2,444,117.53

Checks Previously Disbursed

1114	MERCER COUNTY	PO# 47621	22,848.64	11/14/2025
1117	MERCER COUNTY	PO# 47734	14,921,314.75	11/17/2025
1117	NJSHBP ACT	PO# 47754	461,927.46	11/17/2025
1118	NJSHBP ACT	PO# 47755	180,179.54	11/17/2025

			15,586,270.39	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	15,586,270.39	743,669.56	16,329,939.95
Fund 02 GRANT FUND		19,088.10	19,088.10
Fund 04 GENERAL CAPITAL FUND		1,558,628.95	1,558,628.95
Fund 05 PARKING UTILITY OPERATING FUND		56,241.38	56,241.38
Fund 06 PARKING UTILITY CAPITAL FUND		1,500.00	1,500.00
Fund 12 OPEN SPACE FUND		8,316.79	8,316.79
Fund 14 ANIMAL CONTROL TRUST		4,480.00	4,480.00
Fund 17 ESCROW		26,523.75	26,523.75
Fund 18 UNEMPLOYMENT TRUST FUND		166.63	166.63
Fund 21 TRUST FUND		14,685.68	14,685.68
Fund 40 AFFORDABLE HOUSING UTILITY		10,816.69	10,816.69

BILLS LIST TOTALS	15,586,270.39	2,444,117.53	18,030,387.92
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Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-25-398

Agenda Date: 11/24/2025

Agenda #: 2.

Resolution of the Mayor and Council of Princeton Authorizing 2025 4th Quarter Refunds of \$61,823.73 Overpayments

WHEREAS, it is the desire of the Mayor and Council of Princeton to refund the following properties for the overpayments on the fourth quarter 2025

NOW, THEREFORE, BE IT RESOLVED, on this 24th day of November 2025, by the Mayor and Council of Princeton, County of Mercer, State of New Jersey, that the following \$61,823.73 is to hereby be refunded and the Princeton Tax Collector is authorized to adjust her records:

NAME	BLOCK/LOT	LOCATION	AMOUNT
Barone, Stephen & Jill Morganstern	51.01/33	10 Patton Ave.	\$683.93
RCB Construction Company	802/1.1301/C093	93 William Paterson Ct.	\$2,058.80
Deluca, Michael & Milena Sasic	6501/7	108 Hunt Dr.	\$1,075.90
Arnold, Elizabeth A. & Philip J.	6802/40	30 Duffield Pl.	\$1,248.08
Kanzaria, Mitul & Reema	7207/6	27 Hillside Rd.	\$3,787.47
Kahn, Robert & Jessica Annette	8703/6	273 Western Way	\$7,071.84
Cotality	15.05/3	200 John St.	\$3,055.97
Cotality	31.03/49.01/C01	253 Hawthorne Ave.	\$446.85
Cotality	702/9	2 Van Marter Crt.	\$6,977.42
Cotality	1001/4	815 Mt. Lucas Rd.	\$7,362.08
Cotality	4602/15	132 Dodds Ln.	\$4,940.28

Cotality	5601/14.10	10 Governors Ln.	\$541.13
Cotality	7001/4	9 Turner Ct.	\$5,440.65
Cotality	7601/57	638 Kingston Rd	\$3,365.00
Cotality	9901/5	176 Parkside Dr.	\$13,768.33



MUNICIPALITY ^{of} PRINCETON

Office of Tax Collection

400 Witherspoon St.

Princeton, NJ 08540

(609) 924-1058

ttisdale@princetonnj.gov

MEMORANDUM

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

From: Tammie Tisdale, *Tax Collector*

Subject: Refund of Overpayments

Date: November 24, 2025

This resolution authorizes the refunds of duplicates for the 4th quarter 2025 Tax in the amount of \$61,823.73 for the properties listed below due to the fact they're duplicate payments:

Owner Barone, Stephen & Jill Morganstern and Cotality paid for 10 Patton Ave. BI-51.01 Lt-33 \$683.93 Refund to Barone, Stephen & Jill Morganstern for 4th qtr. 2025 Added.

Owner RCB Construction Company and Cotality paid for 93 William Paterson Ct. BI-802 Lt-1.1301 C093 \$2,058.80 Refund to RCB Construction Company.

Deluca, Michael & Milena Sasic and Cotality paid for 108 Hunt Dr.. BI-6501 Lt-7 \$1,075.50 Refund to Deluca, Michael & Milena Sasic for 4th qtr. 2025 Added.

Arnold, Elizabeth A. & Philip J. and Cotality paid for 30 Duffield Pl. BI-6802 Lt-40 \$1,248.08 Refund to Arnold, Elizabeth A. & Philip J for 4th qtr. 2025 Added.

Kanzaria, Mitul & Reema and Cotality paid for 27 Hillside Rd. BI-7207 Lt-6 \$3,787.47 Refund to Kanzaria, Mitul & Reema for 4th qtr. 2025 Added.

Kahn, Robert & Jessica Annette and Cotality paid for 273 Western Way BI-8703 Lt-6 \$7,071.84 Refund to Kahn, Robert & Jessica Annette for 4th qtr. 2025 Added.

Dekel Abstract and Cotality paid for 200 John St. BI-15.05 Lt-3 \$3,055.97 Refund to Cotality.

Fischetti, Salvorte & Sarah Dobson and Cotality paid for 253 Hawthorne Ave. BI-31.03 Lt-49.01 C01 \$446.85 Refund to Cotality for 4th qtr. 2025 Added.

Emerald Title Agency paid \$5,666.26 4th qtr. 2025 Tax and New owner Jody Scarpinalo paid Added \$1,311.16 and Cotality paid 4th qtr. 2025 and Added \$6,977.42 for 2 Van Marter Crt. BI-702 Lt-9 Refund to Cotality.

Province Abstract and Cotality paid for 815 Mt. Lucas Rd. BI-1001 Lt-4 \$7,362.08 Refund to Cotality.

Hometown Land Transfer and Cotality paid for 132 Dodds Lane BI-4602 Lt-15 \$4,940.28 Refund to Cotality.

Art & Data LTD and Cotality paid for 10 Governors Ln. BI-5601 Lt-14.10 \$541.13 Refund to Cotality for 4th qtr. 2025 Added.

Empire Title & Abstract and Cotality paid for 9 Turner Ct. BI-7001 Lt-4 \$5,440.65 Refund to Cotality.

Closing Abstract Network and Cotality paid for 638 Kingston Rd. BI-7601 Lt-57 \$3,365.00 Refund to Cotality.

United Title Agency and Cotality paid for 176 Parkside Dr. BI-9901 Lt-5 \$13,768.33 Refund to Cotality.