



PRINCETON
MAYOR AND COUNCIL OF PRINCETON
AGENDA • APRIL 13, 2015

Regular Meeting

Main Council Room

7:00 PM

400 Witherspoon Street, Princeton, NJ 08540

I. STATEMENT CONCERNING NOTICE OF MEETING

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES

1. January 12, 2015

V. COMMENTS FROM THE PUBLIC

VI. PRESENTATION

1. Princeton Public School Budget, Steve Cochrane, Superintendent
2. 15-113 Affordable Housing Presentation, Timeline for Compliance of Supreme Court Decision and Affordable Housing Spending Plan, Shirley Bishop
3. Princeton Arts Council, Jeff Nathanson

VII. REPORTS

1. Ordinance Harmonization Schedule

VIII. WORK SESSION

1. Poe Road Sidewalk Installation
- 2.

IX. ORDINANCE INTRODUCTION

1. An Ordinance by Princeton Concerning Residential and Non-Residential Affordable Housing Development Fees and Amending the "Code of the Borough of Princeton, New Jersey, 1974" (Public Hearing April 27, 2015)
2. Bond Ordinance Providing for Sidewalk Repairs in and by Princeton, in the County of Mercer, New Jersey, Appropriating \$51,000 Therefor and Authorizing the Issuance of \$48,450 Bonds or Notes of Princeton to Finance Part of the Cost Thereof (Public Hearing April 27, 2015)

3. An Ordinance by Princeton Authorizing Contribution from the Princeton Affordable Housing Trust Fund to the Acquisition of Real Property, Known as 9 Hilltop Drive and Designated as Lot 5401 in Block 5 on the Princeton Municipal Tax Map, by Youth Consultation Service, Inc., and the Renovation and Creation of a Group Home Project by YCS, in Consideration of YCS Implementing Affordable Housing Restrictions on the Property So as to Provide Princeton with Affordable Housing Credits Toward Princeton's Fair Share Affordable Housing Obligation (Public Hearing April 27, 2015)
4. An Ordinance Of the Mayor and Council of Princeton Concerning Salaries and Compensation of Certain Personnel of the Municipality of Princeton (Public Hearing April 27, 2015)

X. RESOLUTIONS

1. 15-114Resolution in Support of DVRPC Competitive Congestion Mitigation and Air Quality (CMAQ) Program Grant Application for the Princeton Community Bike Share Program and Bicycle Infrastructure Improvement Project
2. 15-115Historic Preservation Commission Supporting the Request for Proposal and Funding for an Historic District Designation Report of the Witherspoon-Jackson Neighborhood, \$35,000.
3. 15-116Shared Service Agreement Between Princeton and Stony Brook Regional Sewage Authority for Solar Energy
4. 15-117Resolution Amending Previous Shared Services Agreement with the Township of Montgomery for Repairs of Cherry Valley Road in the Amount of \$68,400.00
5. 15-118State of New Jersey Department of Environmental Protection Green Acres Program Enabling Resolution
6. 15-119Resolution Authorizing Submission of a Grant Application for the Mercer County Open Space Assistance Program for 31-33 Lytle Street; Block 15.02, Lots 71 & 72
7. 15-120Professional Services Agreement - Shuttle Service Administration Services Greater Mercer TMA, Inc. Not to Exceed Amount of \$5,520.00
8. 15-121Resolution to Recycle Obsolete Computer Equipment
9. 15-122Subsidy Payment to an Affordable Housing Seller, 137 Griggs Drive, \$16,911.

XI. CONSENT AGENDA

1. Bills and Claims
2. Stone Hill Church (Formally Westerly Road Church) 1025 and 933 Bunn Drive; Block 2803 Lots 1 & 2 Reduction of Inspection Fees to \$5,000.00
3. Princeton University; Merwick - Stanworth; Bayard Lane; Block 14.01, Lot 1; Block 15.04, Lot 7; Block 16.01, Lot 1, Block 17.04, Lot 102 Preliminary and Final Major Site Plan Bond Reduction
4. 15-123Top Line Construction; Improvements to Mount Lucas Road Change Order No. 1 for Cherry Valley Road in the Amount of \$200,000.00
5. 15-124Princeton Battlefield Area Preservation Society V. Princeton Planning Board Et Al.: Institute for Advanced Study Land Use Litigation, Karen Cayci Esq., \$8,250.
6. 15-125Resolution Authorizing Princeton Fire Department to Enter into a Cooperative Pricing Agreement
7. 15-126Resolution Establishing the HGACBuy for Princeton Fire Department
8. 15-127Person to Person Liquor License Transfer, 1114-33-001-005 KJDM Holdings LLC to MTP Holdings LLC
9. 15-128Banner Request Over Washington Road Princeton Fire Department for Inspection Parade, June 8-15, 2015
10. 15-129Resolution Approving Firefighter Membership Application for Danielle Sawtelle
11. 15-130Resolution Approving Firefighter Membership Application for Matthew Coules

XII. CLOSED SESSION

1. 15-131Personnel Update
2. Negotiations:
 - A. Peck Place
 - B. Land Acquisition

C. Potential Conveyance of Easements

XIII. ADJOURNMENT

XIV. AGENDA ITEMS



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

AGENDA ITEM

January 12, 2015

ATTACHMENTS:

- Jan 12 2015 Mins (DOCX)

These draft minutes not yet approved by Council.

**PRINCETON COUNCIL MEETING
January 12, 2015**

A meeting of the Mayor and Council was held on this date at 7:00 p.m. in the Main Meeting Room in the municipal complex, 400 Witherspoon Street, Princeton, NJ 08540.

NOTICE OF MEETING

The Clerk read the following statement.

The following is an accurate statement concerning the providing of notice of this meeting and said statement shall be entered in the minutes of this meeting. Notice of this meeting as required by Sections 4a, 3d, 13 and 14 of the Open Public Meetings Act has been provided to the public in the form of the 2015 Schedule of Regular Meetings. On January 5, 2015 at 6:30 p.m., said schedule was posted on the official bulletin board in the Municipal Building, transmitted to the Princeton Packet, the Trenton Times, the Trentonian, the Town Topics, and filed with the Municipal Clerk.

ROLL CALL

The Municipal Clerk then called the roll.

Present: Mesdames Butler, Crumiller, Howard and Messers Liverman, Miller, Simon and Mayor Lempert.

Absent: None.

Also Present: Mr. Dashield, Mr. Kiser, Ms. Cecil, Mr. Kiser and Chief Sutter.

PLEDGE OF ALLEGIANCE

The audience participated in the Pledge of Allegiance.

APPROVAL OF MINUTES

Ms. Butler offered a motion to approve the minutes of December 29, 2014 as presented. Mr. Miller seconded the motion which was carried unanimously by four affirmative votes. Mr. Liverman and Mr. Simon were absent from that meeting.

Ms. Butler offered a motion to approve the minutes of January 5, 2015 as presented. Mr. Liverman seconded the motion which was carried unanimously by those present.

COMMENTS FROM THE PUBLIC

There were no comments from the public.

PROCLAMATION

Walter Harris Memorial Proclamation in Support of a Monument Placed Outside Witherspoon Hall Honoring Officer Walter Harris

Mayor Lempert read a proclamation in support of a monument placed outside of Witherspoon Hall honoring Officer Walter Harris, who served Princeton between 1043 and 1946 and was shot and

killed in the line of duty. The Police Department will officially honor Officer Harris at a memorial dedication of the monument on January 25, 2015, at 1:00 p.m.

REPORTS

October 2014/November 2014 Police Reports

Chief Sutter reviewed with Council the October and November 2014 Police Reports. Chief Sutter commented on the breakdown of call volume by days of week and hours of day as requested by Mr. Simon. He discussed the strategic plan sessions and public comment portion with Council and when they will take place.

Avalon Bay - Authorization to Close Witherspoon Street

Mr. Kiser addressed a request by Avalon Bay to close Witherspoon Street, Friday January 16 through Monday January 19, 2015, 7:00 a.m. – dark for the removal of the section of the seven story hospital “J” building located along Witherspoon Street. Sunday closure will not be implemented if the removal work is completed on Friday and Saturday. Mr. Kiser said that the police department and engineering staff will be monitoring the work. Ms. Butler asked if they could start later on Monday due to the holiday. Mr. Kiser said that he would look into that.

Mr. Grosser, Health Officer said that in regard to concerns about noise incidents from jack hammering, he said that Yannuzzi and Avalon Bay have worked to alleviate the issues.

REPORTS- COUNCIL

Mr. Dashield said that he would present his report to Council regarding the 2015 Goal Setting at the meeting of February 9, 2015.

Ms. Butler said that the subcommittee for Mary Moss Park has met and will be meeting with the neighbors.

Mr. Simon said that the New Jersey Emergency Management register was ready and noted that the town has special needs. He also noted that the new defibrillators have arrived and that staff CPR classes have begun.

PRESENTATIONS

Princeton Solar Array on Municipal Landfill Property;

Ryan Scerbo & Joe Santaiti - Decotis, Fitzpatrick & Cole, LLP and Lee Solow, Planning Director

Mr. Scerbo said presented a power point presentation to Council regarding a possible solar array on the landfill property, He said that the SREC value has stabilized in the last year as a result of legislation signed into law in July 2012. Mr. Scerbo also discussed with Council the considerations of the Princeton Landfill for the Solar Project, and then outlined the RFP (request for proposals) process.

Mr. Miller asked what the timing of the process would be. Mr. Solow suggested that Council would potentially take action at the next Council meeting, and the RFP process would begin in February.

(Presentation appended to this set of minutes)

ORDINANCE INTRODUCTIONS

Hamilton Avenue Parking Ordinance

Mayor Lempert read by title on first reading a proposed ordinance entitled An Ordinance by Princeton Regulating Parking Along Portions of Hamilton Avenue and Amending the “Code of the Borough of Princeton, New Jersey, 1974”.

Deanna Stockton said that this project is part of complete streets. Ms. Stockton said that the Engineering Department met with the neighbors and noted that the meetings were lightly attended. She said that information about the project is also on the municipal website.

Mr. Simon said that he reached out to as many neighbors as he could over the weekend and four were for the project and 15 were opposed to it. Mr. Simon said that parking is a critical issue and people said that they needed more information.

Steve Kruse, Pedestrian and Bikeway Committee said that this project is a chance to move forward.

Heidi Fichtenbaum, Carnahan Place said that she supports this initiative and is excited to support non fossil fuel burning in Princeton.

Diane Landis, Sustainable Princeton said that it was an exciting direction that the town was moving in.

Andrew Thomas spoke in favor of the installation of bike lanes on Hamilton Avenue.\\\

Michael Suber, asked Council if they have ever wondered why so many people ride bicycles on sidewalks?

Janet Heroux, 388 Terhune Road offered her support for the proposed ordinance.

Jerry Foster, West Windsor, said that it was important to get more kids to bike and walk to school.

Stephanie Chorney said that she was for encouraging children to bike, walk and exercise.

Robert Altman, Traffic and Transportation Committee discussed aspects of public safety and bilateral bikeways as supported on Hamilton Avenue.

Sam Bunting, said he was a member of the Pedestrian and Bicycle Advisory Committee and liaison to the Traffic and Transportation Committee. He provided some background information to the recommendations of those committees: that segment of Hamilton Avenue has on average just over 5000 vehicle trips per day. He had also visited the site 17 times, each time observing between 0 and 5 cars parked along Hamilton Avenue. He thanked the Engineering Department for their work on the complete streets, design alternatives and matching designs for particular on street parking situations.

Matt Wasserman, Environmental Commission said that it would be hypocritical not to discuss bike lanes and bike paths and that he supported adding bike lanes along Hamilton Avenue.

Daniel Turner spoke in favor of the proposed bike lanes on Hamilton Avenue.

Wendy Mager, 459 Cherry Hill Road said that she has gotten along fine without on street parking but feels that it can be done. She said that she supports the proposed ordinance.

Dan Rappaport, Bunn Drive said that 27% of people who live in Princeton walk or bike and would benefit from the proposed ordinance.

Paul Schorr, Hamilton Avenue (between Harrison and Snowden) said he is opposed to adding bike lanes along that segment of Hamilton Avenue as it is too dangerous to bike along Hamilton Avenue and that you have to be careful of parking or you run the risk of getting hit.

Ms. Howard said that she thanked everyone for their thorough review. She said that she supported the proposed ordinance and complete streets.

Mr. Liverman said that he wants what is best overall for the town. He said that he was in support of a bicycle lane on Hamilton Avenue.

Sergeant Thomas Murray noted that they will identify residents with special needs and discretion can be given.

Mr. Simon said that parking lightly utilized is in the eye of the beholder. He said that the pulse of this neighborhood is reflected in parking. Mr. Simon asked if we can do both – preserve parking and create a bike lane?

Ms. Crumiller said that she supports the proposed ordinance while she does acknowledge the inconveniences to the residences.

Ms. Butler said that she would support the proposed ordinance even as the decision both presents conflicts and tradeoffs.

Ms. Crumiller offered a motion to approve the proposed ordinance on first reading. Mr. Miller seconded the motion which was carried by five affirmative votes. Mr. Simon voted in the negative. The public hearing is scheduled for January 26, 2015.

Acceptance Deed of Conservation Easement, Block 2802, Lot 1.01

Mayor Lempert read by title on first reading a proposed ordinance entitled An Ordinance by Princeton Authorizing the Acceptance of a Deed of Conservation Easement for Block 2802, Lot 1.01, Princeton Tax Map.

Ms. Crumiller offered a motion to approve the proposed ordinance on first reading as amended. . Mr. Miller seconded the motion. The public hearing was set for January 26, 2015.

No Stopping or Standing, Littlebrook Road North of Magnolia Lane

Mayor Lempert read by title on first reading a proposed ordinance entitled An Ordinance Creating a No Stopping or Standing Zone on a Portion of Littlebrook Road North of Magnolia Lane and Amending the "Code of the Township of Princeton, New Jersey, 1968"

Ms. Butler offered a motion to approve the proposed ordinance on first reading as amended. . Mr. Liverman seconded the motion. The public hearing was set for January 26, 2015.

PRESENTATION REGARDING PROSPECT AVENUE (HARRISON STREET -RIVERSIDE DRIVE) CAPITAL IMPROVEMENTS PROJECT

RESOLUTIONS

15-21 2015 Temporary Budgets

Mr. Liverman offered a motion to approve resolution 15-21 as presented. The motion was seconded by Mr. Miller and carried unanimously.

15-22 HiTops Request for Permission to Hold Their Annual Princeton Half Marathon on Sunday, October 4, 2015.

Ms. Howard offered a motion to approve resolution 15-22 as presented. The motion was seconded by Mr. Liverman and carried unanimously.

15-23 Bid Rejection for Transportation Services for Crosstown

Mr. Liverman offered a motion to approve resolution 15-23 as presented. The motion was seconded by Mr. Miller and carried unanimously.

15-24 Bid Award -Eastern Armored Services, Inc. for Armored Car Services in the Amount of \$200,448.00

Mr. Liverman offered a motion to approve resolution 15-24 as presented. The motion was seconded by Mr. Miller and carried unanimously.

15-25 Bid Award -Solid and Bulky Waste Collection, Removal and Disposal Services to Central Jersey Waste and Recycling, Inc. for a Two (2) Year Period Beginning February 1, 2015, in the Amount of \$798,876.00

Mr. Liverman offered a motion to approve resolution 15-25 as presented. The motion was seconded by Mr. Simon and carried unanimously.

15-26 Westerly Road Culvert -Mercer County Acceptance to Take Jurisdiction and Assign a Mercer County Number to This Structure.

Ms. Crumiller offered a motion to approve resolution 15-26 as presented. The motion was seconded by Mr. Liverman and carried unanimously.

CONSENT AGENDA

1. 15-27 Appointments: Board of Parks and Recreation Commissioners

2. 15-28 Resolution Banner Request Stuart Country Day School Poetry in Motion 5K Race May 4, 2015 through May 11, 2015

3. Maintenance Performance Guarantees Princeton University, Bedford Field Phase 2 -(Administrative Waiver) Release of Performance Guaranty Contingent Upon Receipt of an Acceptable Two Year Maintenance Guaranty in the Amount of \$24,593.73

Princeton Research Lands, Inc. Site Improvements to Bunn Drive Release of Performance Guaranty and Any Remaining Escrow and Inspections Fees.

Princeton University-Sidewalk Extension Project, Faculty Road/Fitzrandolph Road/South Drive. Release of Performance Guaranty Contingent Upon Receipt of an Acceptable Two Year Maintenance Guaranty in the Amount of \$7,500.00

Mr. Simon offered a motion to approve the consent agenda as presented. The motion was seconded by Ms. Butler which was carried unanimously.

CLOSED SESSION

A motion to enter into closed session was made by Ms. Butler, seconded by Mr. Simon and carried unanimously.

15-29 Resolution Closed Session: Anticipated/Pending Litigation -Challenge to Rescission of the RSC-1 Overlay Zone

RESOLUTION TO GO INTO CLOSED SESSION (Open Public Meetings Act Sec.3)

BE IT RESOLVED by the Mayor and Council of Princeton:

1. This body will now convene into a closed session that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7B of the Open Public Meetings Act.
2. The general nature of the subject or subjects to be discussed in said session is as follows:

Anticipated/Pending Litigation -Challenge to Rescission of the RSC-1 Overlay Zone

3. Stated as precisely as presently possible, the following are the time when and the circumstances under which the discussion conducted at said session can be disclosed to the public:

Within 90 days or upon settlement of litigation, if applicable

The above referenced issues were discussed by the Princeton Council.

There being no further business the meeting was adjourned at 10:50 p.m.

January 12, 2015

8

Linda S. McDermott
Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

AGENDA ITEM

Princeton Public School Budget, Steve Cochrane, Superintendent

ATTACHMENTS:

- PPS Budget 2015-2016 (PPTX)

PRINCETON PUBLIC SCHOOLS 2015 ~ 2016 TENTATIVE BUDGET

EXTRAORDINARY PEOPLE
EXTRAORDINARY PROGRAMS
FISCAL RESPONSIBILITY

April 2015

*A budget is not
about numbers;
it is about
children.*

*It is about the
future of our kids
and how we, as
a community,
choose to
finance their
future.*

TENTATIVE BUDGET AGENDA

- i Budget Process
- i Budget Priorities
- i Budget Context
 - § Negotiations
 - § 2% Cap
 - § Waivers
 - § Rising Health Care Costs
 - § Rising Enrollment
- i Budget Waivers and Offset
 - § Health Benefits
 - § Enrollment
 - § Legal Settlement
- i Budget Summary with Tax Impact
- i Educational Impact
- i Q&A



BUDGET PROCESS



*Factors likely to lead to adjustments in Tentative Budget:

- Negotiated salaries or modified assumptions regarding increases
- Changes in health care plans and/or premiums

BUDGET PRIORITIES 2015 ~ 2016

- § Maintain focus on teaching, learning, and innovation
- § Extend opportunities for student growth
- § Provide for fair and reasonable salary increases
- § Maintain class size in the face of rising enrollments
- § Support state mandates
- i Respond to new revenue options
- i Limit tax impact
- i Ensure fiscal sustainability for future years
 - § Responsible budgeting is not for a single year but incorporates sustainability over time



BUDGET CONTEXT

- i Ongoing Negotiations with all three bargaining groups
 - § Negotiations are confidential although salary assumptions must be made in developing a transparent budget.
 - § Both negotiations and the budget are affected by the same economic challenges and constraints
 - § Salaries and Benefits = 70% of operating budget
- i 2% Cap
 - § Amount the tax levy (not the budget) can be increased
 - § Approximately **\$1.3 Million** in an **\$82 Million** operating budget
 - § Tax Levy approximately \$66 Million in 2014-15
- i Waivers
 - § Permission under certain circumstances and for specific purposes to increase the local tax levy beyond 2%. Not a grant.
 - § Waivers permitted and approved in this budget include one for Health Care and one for Increased Enrollment

BUDGET CONTEXT: RISING HEALTH CARE COSTS

- § Health Benefits - \$12M of budget
- § \$10M after employee Chapter 78 contributions
- § Typical yearly increase is 7-10%
 - § \$700K to \$1M (Remember 2% Cap is only \$1.3M!)
- § Increases compound year to year
 - § Ex. Family Plan currently at 30K could rise to 45K in 2018 assuming 10% increase each year + Cadillac Tax
- § Percentage of employee contributions now at highest level, Tier 4, which averages 17% district-wide.
- § Average for individuals: PRESSA – 9%; PREA – 24%; PAA – 35%
- § There is universal incentive to find creative ways to curb health care costs!

BUDGET CONTEXT: RISING ENROLLMENT

School Year	Projected Increase *	Notes
2014 - 15	120 (actual)	No new teachers budgeted
2015 - 16	100	PHS +70
2016 - 17	90	JW + 30 Elem +35
2017 - 18	13	Avalon Bay??

- § Budgeted cost of new teacher with HB = \$80,000
- § Enrollment increase most affects PHS next year and JW in following year
- § Enrollment impact of Avalon Bay with 280 rental units is unknown

*Based on Dr. Gripp's revised projections on 2/5/15

ENROLLMENT PROJECTIONS

Year	PK-5	6-8	9-12	PK-12 Total
Current Year (1.5.15)	1312	709	1513	3534
2015 - 16	1326	726	1586	3638
2016 - 17	1361	757	1610	3728
2017- 18	1378	722	1641	3741
2018 - 19	1380	718	1612	3710
2019 - 20	1376	735	1564	3675

UNDERSTANDING OUR USE OF WAIVERS AND OFFSET

New
dimensions
to our
budget
story...

HEALTH BENEFIT WAIVER

- i Optional tax levy adjustment
- i \$413,110
- i Needed to balance the budget after initial cuts of \$1.5 M plus \$750K in new staff requests
- i Why did we qualify?
 - § HB costs up 7%
 - § Waiver allows for costs above 2% up to the increase in the State HB Plan which was 10.3%
 - § Tiered increases in Chpt 78 contributions from staff have offset HB increases for past 3 yrs
 - § Chapter 78 contributions as a percentage have peaked

ENROLLMENT WAIVER

- i Optional adjustment to tax levy for significant enrollment increases over time
- i \$1,742,715
- i Can be rolled in over 3 years
- i Should be used for enrollment related costs, e.g. new teachers, new space, associated materials
- i Recommendation:
 - i \$425,000 year 1
 - § \$240,000 New tchrs PHS
 - § \$92,500 Technology
 - § \$92,500 Textbooks
 - i Bank balance of \$1.3M for enrollment needs in budget years 2016-17 and 2017-18.

DEBT OFFSET

- i Legal settlement from 2001 building referendum
- i \$1,450,000
- i Must be used to offset debt portion of tax levy
- i Can be distributed over three years
- i Recommendation

§ Apply over three budget years:

§ \$480,000 2015~2016

§ \$480,000 2016~2017

§ \$490,000 2017~2018

BUDGET SUMMARY: NUMBERS

- i Operating Budget: \$81,866,935
- i Total Budget: \$89,668,832 (with debt service)
- i Percent increase in total budget: 2.18
- i Percent increase in tax levy: 2.39%
- i Net tax increase: \$1,710,132 (Remember 2% Cap of \$1.3M!)
 - § Includes Health Benefit Waiver of \$413K
 - § Includes Enrollment Waiver of \$425K – Year 1 of 3
 - § Includes Debt Service offset of (\$480K) – Year 1 of 3
- i Tax Impact: \$179 increase on Average Assessed Home Value of \$800,560

TAX IMPACT

	2013-2014 TAX LEVY	2014-2015 TAX LEVY	2015-2016 TAX LEVY	Increase of	
GENERAL FUND	\$ 64,702,790	\$ 65,996,845	\$ 67,316,781	\$ 1,319,936	2.00%
DEBT SERVICE	\$ 5,617,264	\$ 5,632,588	\$ 5,184,676	\$ (447,912)	-7.95%
TOTAL TAX LEVY	\$ 70,320,054	\$ 71,629,433	\$ 72,501,457	\$ 872,024	1.22%
HEALTH BENEFIT WAIVER & ADJUSTMENT FOR ENROLLMENT INCLUDED:				Increase of	
GENERAL FUND	\$ 64,702,790	\$ 65,996,845	\$ 68,154,891	\$ 2,158,046	3.27%
DEBT SERVICE	\$ 5,617,264	\$ 5,632,588	\$ 5,184,676	\$ (447,912)	-7.95%
TOTAL TAX LEVY	\$ 70,320,054	\$ 71,629,433	\$ 73,339,567	\$ 1,710,134	2.39%

Tax Impact: \$179 increase on Average Assessed Home Value of \$ 800,560

BUDGET SUMMARY: NARRATIVE

- i Maintains all current programs and professional development
- i Includes 4 new teachers for PHS (and possibly 1 psychology intern)
 - § Science, Arts, Special Education
 - § P/T: English, Math, Video Prod.
- i Includes increases for technology and textbooks
- i Facility upgrades at 3 schools + new space at PHS



PROJECTIONS FOR 2015 ~ 2016 & BEYOND: REALIZING OUR VISION

- § Student Wellness Initiatives, PreK-12
 - § Nutrition, fitness, social/emotional learning
 - § Every child known and connected
- | Sense of Respect, Security and Joy for Staff
- | Reading Workshop, Writing Workshop, Foundations
- | More Middle School Electives
- | STEAM
- | Robotics, Research, Intel Science Competition
- | Engineering and Design
- | Technology Integration and Support
- | Digital Access for All
- | Differentiated Instruction
- | Project-based learning
- | Interdisciplinary study
- | Dual Language Immersion
- | Exploration of IB
- | Measuring What Matters
 - § Curiosity, creativity, critical thinking, communication, collaboration, compassion



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

RESOLUTION 15-113

**Affordable Housing Presentation, Timeline for Compliance of
Supreme Court Decision and Affordable Housing Spending Plan,
Shirley Bishop**

ATTACHMENTS:

- Princeton Affordable Housing Program Spending Plan (PDF)
- 4 10 15 Princetonspendingplanmemo (DOC)
- PrincetontimelineforDJaction (DOC)
- PrincetonSpendingPlanconsolidatedclean4-5-15 (DOC)
- 4 10 15 Princetonspendingplanmemo (DOC)
- 4 10 15princetontimelinememo (DOC)

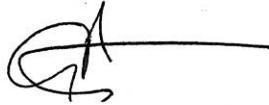
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lance Liverman, Councilman
SECONDER:	Jo Butler, Councilwoman
AYES:	Howard, Crumiller, Liverman, Butler, Simon
ABSENT:	Bernard Miller

MASON, GRIFFIN & PIERSON
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor & Council of Princeton

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



Date: April 8, 2015

Re: Princeton Affordable Housing Program: Spending Plan

At the meeting of the Mayor and Council on April 13, 2015, the Princeton Housing Consultant, Shirley Bishop, P.P./A.I.C.P. will review with the governing body the first, consolidated Spending Plan for the development fees collected and deposited in the Princeton Affordable Housing Trust Fund. In order to expend these funds on various affordable housing activities, N.J.A.C. 5:97-8.1(d) requires that the Spending Plan be submitted for review and approval by the New Jersey Council on Affordable Housing.

Under separate cover, Ms. Bishop will circulate to you the draft, consolidated Spending Plan.

EWS:KAJ

cc: Marc D. Dashiield, Princeton Administrator
Kathryn Monzo, Assistant Princeton Administrator
Linda S. McDermott, Princeton Clerk
Robert V. Kiser, P.E., Princeton Engineer
Sandra Webb, Princeton Chief Financial Officer
Christy Peacock, Princeton Affordable Housing Coordinator
Shirley Bishop, P.P./A.I.C.P., Princeton Housing Consultant

COUNTY OF MERCER

PRINCETON

STATE OF NEW JERSEY

RESOLUTION

WHEREAS, pursuant to N.J.A.C. 5:97-8.3, the former Borough of Princeton and the former Township of Princeton have had fee ordinances approved by the New Jersey Council on Affordable Housing; and

WHEREAS, Princeton has prepared a consolidated Spending Plan for the municipality of Princeton for the development fees which it collects and proposes to expend through the Princeton Affordable Housing Trust Fund; and

WHEREAS, pursuant to N.J.A.C. 5:97-8.1(d) Princeton wishes to submit said Spending Plan to the New Jersey Council on Affordable Housing for review and approval.

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

1. Princeton hereby adopts and authorizes the filing with the New Jersey Council on Affordable Housing a plan entitled: "Princeton/Mercer County – Consolidated Affordable Housing Trust Fund Spending Plan: April 2015" for review and approval.

2. Princeton further determines that there is adequate and stable funding for all of the affordable housing compliance mechanisms set forth in the consolidated Spending Plan and the Princeton Housing Element and Fair Share Plan. In the event that there is a shortfall in anticipated revenues in the Princeton Affordable Housing Trust Fund, Princeton will supplement the funds available from the Princeton Affordable Housing Trust Fund with general revenues or bonding, with an expectation of future reimbursement from said Princeton Affordable Housing Trust Fund as such funds become available. Alternatively, Princeton reserves the right to amend

the Spending Plan, Housing Element and Fair Share Plan in order to address its remaining affordable housing obligation in another manner that will avoid the necessity of municipal funding or bonding.

3. A certified true copy of this resolution together with the above-referenced Spending Plan shall be furnished by the Municipal Clerk to the New Jersey Council on Affordable Housing at 101 South Broad Street, Trenton, New Jersey, 08625-0813, Attention: Pamela Weintraub, P.P.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the foregoing is a Resolution adopted by the Mayor and Council of Princeton at their regular meeting held on the 13th day of April, 2015.

Linda S. McDermott, Clerk
Princeton

Shirley M. Bishop, P.P., LLC
100 Overlook Center, Floor 2
Princeton, New Jersey 08540
609-844-7720 (voice)
609-844-7722 (fax)
shirleymbishop@aol.com

Memorandum

TO: Princeton Mayor and Council
FROM: Shirley M. Bishop, P.P.
DATE: April 9, 2015
RE: Spending Plan

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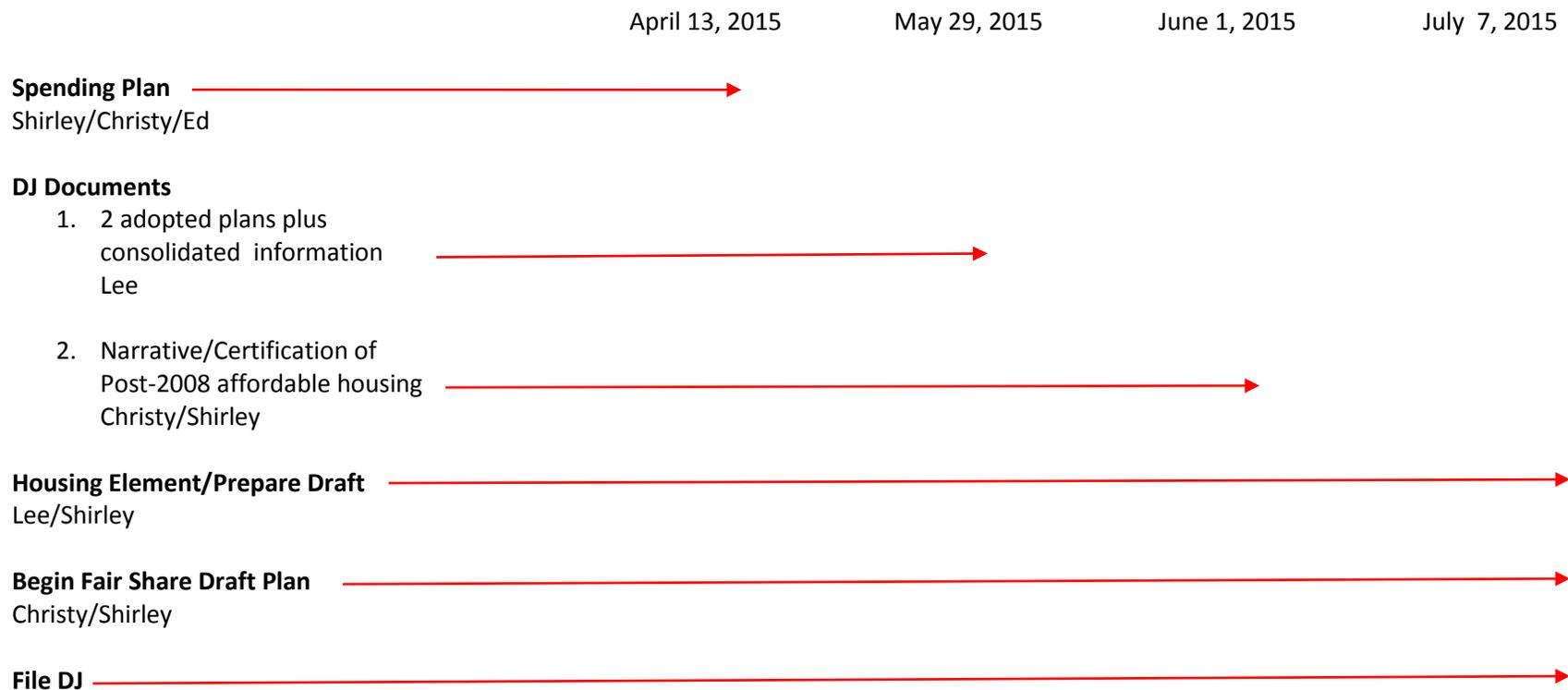
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Finally, COAH permits no more than 20 percent to be utilized for administration. Details are spelled out on Page 6 of the plan.

A resolution has been prepared that requests COAH's review and approval. One section addresses any funding shortfall as COAH requires a resolution agreeing to either bond, utilize general revenues or amend the Fair Share Plan if there is a shortfall.

TIMELINE FOR PREPARATION OF SPENDING PLAN, DECLARATORY JUDGMENT (DJ) ACTION,

HOUSING ELEMENT /FAIR SHARE PLAN: PRINCETON



SPENDING PLAN: The Spending Plan is to be submitted to COAH after approval by the Council at its April 13 meeting.

DECLARATORY JUDGMENT: The DJ action must be filed no later than July 8, 2015.

HOUSING ELEMENT/FAIR SHARE PLAN: A new timeline will be prepared for the five months needed to finalize a new Housing Element and Fair Share Plan. The timing depends on when the Court sets the five-month date for submittal. Regardless, the Planning Board adopts the Housing Element and Fair Share Plan with the Council endorsing the Housing Element and Fair Share Plan for submittal to the Court for review and a Judgment of Compliance.

Princeton / Mercer County
Consolidated Affordable Housing Trust Fund Spending Plan
April 2015

INTRODUCTION

The former Princeton Borough and the former Princeton Township / Mercer County prepared Housing Elements and Fair Share Plans that addressed their regional fair shares of the affordable housing needs in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the regulations of the Council on Affordable Housing (COAH) (N.J.A.C. 5:97-1 et seq. and N.J.A.C. 5:96-1 et seq.).

As of January 1, 2013, the Township and Borough consolidated and became known as Princeton.

Development Fee Ordinances creating dedicated revenue sources for affordable housing were approved for the former Borough by the Superior Court on December 15, 1995 and adopted on June 8, 1995. The former Township's Development Fee Ordinance was approved by COAH on October 11, 1995 and adopted on June 24, 1996. A new Development Fee Ordinance for the consolidated Princeton is in the process of being adopted.

In the meanwhile, the original Development Fee Ordinances established the former Borough and the former Township Affordable Housing Trust Funds.

As of December 31, 2013 Princeton had a beginning balance of \$1,108,037.53. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:97-8.7-8.9 as described in the sections that follow.

From January 1, 2005 through December 31, 2012, the former Borough and the former Township expended funds on affordable housing activities that were previously approved by COAH and documented in the Annual Trust Fund Monitoring Reports submitted to COAH.

This Spending Plan is the first Spending Plan for the consolidated Princeton and serves as the baseline Spending Plan.

1. REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated during the period of third round substantive certification, Princeton considered the following:

(a) Development fees:

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;

2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy and
3. Future development that is likely to occur based on historical rates of development.

(b) Payment in lieu (PIL):

Actual and committed payments in lieu (PIL) of construction from developers as follows:

All PIL have been collected. However, PIL are not currently anticipated to be collected or assessed, except as they may incidentally flow from obligations for fractions of units in inclusionary developments.

(c) Other funding sources:

Funds from other sources, including, but not limited to, the sale of units with extinguished controls, repayment of affordable housing program loans, rental income and proceeds from the sale of affordable units. *No other funds have been or are anticipated to be collected.*

(d) Projected interest:

Interest on the projected revenue in the Affordable Housing Trust Fund is based on the average interest rate of one percent.

SOURCE OF FUNDS	PROJECTED REVENUES-HOUSING TRUST FUND - 2013 THROUGH 2018											
						2013	2014	2015	2016	2017	2018	Total
(a) Development fees:						250,000	250,000	250,000	250,000	250,000	250,000	1,500,000
1. Approved Development												
2. Development Pending Approval												
3. Projected Development												
(b) Payments in Lieu of Construction		0	0	0	0	0	0	0	0	0	0	0
(c) Other Funds (Specify source(s))		0	0	0	0	0	0	0	0	0	0	0
(d) Interest						2,500	2,500	2,500	2,500	2,500	2,500	15,000
Total												1,515,000

Princeton projects a total of \$1,515,000 in revenue to be collected between January 1, 2013 and December 31, 2018. All interest earned on the account shall accrue to the account to be used only for the purposes of affordable housing.

2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by Princeton:

(a) Collection of Development Fee Revenues:

i Collection of development fee revenues shall be consistent with the Princeton Development Fee Ordinance for both residential and non-residential developments in accordance with COAH's rules and P.L. 2008, c. 46, Sections 8 (C. 52:27D-329.2) and 32-38 (C.40:55D-8.1 through 8

(b) Distribution of Development Fee Revenues:

The governing body shall adopt a resolution authorizing the expenditure of development fee revenues consistent with the COAH-approved spending plan. Once a request has been approved by resolution, the CFO shall release the requested revenue from the Affordable Housing Trust Fund for the specific use approved in the governing body resolution.

3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) **Rehabilitation and new construction programs and projects (N.J.A.C. 5:97-8.7)**

. Princeton is continuing its town-wide Rehabilitation Program and is allocating \$200,000 for the program that will be administered by a new, experienced administrative agent. The program is open to income eligible owners and renters.

Princeton is currently considering the acquisition of 1-5 Peck Place, a five unit condominium development located near 353 Nassau Street. Each of the units contains two bedrooms. The property is owned by the Calo Estate and is currently on the market. An offer to purchase the properties was submitted by Princeton. If successful, Princeton intends to designate two units for moderate income households, two units for low income households and one unit for a very low income household.

Princeton is currently in discussions with Princeton Community Housing (PCH) regarding a partnership or memorandum of understanding, whereby PCH would pay for and oversee the code renovations and be the owner of the five units. Assuming that Princeton borrows money for the acquisition, the payment for the debt service would come from the trust fund as this is an eligible affordable housing activity. As a result, the spending plan is allocating \$585,283.80 for debt pay back. Princeton is hopeful that PCH will assist in the debt pay back.

Princeton will also contribute \$400,000 toward the acquisition and renovation of an existing home in the town that will become a group home for the developmentally disabled. The proposed home is located at 9 Hilltop Drive and contains four bedrooms.

YCS, an experienced non-profit, will be the sponsor of the group home in cooperation with Our House, an affiliate of YCS.

(b) **Affordability Assistance (N.J.A.C. 5:97-8.8)**

Projected minimum affordability assistance requirement:

Actual development fees through 12/31/2013		\$1,107,589.01
Actual interest thru 12/31/13		\$478.52
Development fees projected 2014-2018	+	\$1,250,000
Interest projected 2014-2018	+	\$12,500
Less housing activity expenditures through 12-31-12	-	\$00.00
Total	=	\$2,370,567.53
30 percent requirement	x 0.30 =	\$711,170.26
Less affordability assistance expenditures	-	\$00.00
PROJECTED MINIMUM Affordability Assistance Requirement 2014 through 2018	=	\$711,170.26
PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement 1/1/2005 through 12/31/2018	÷ 3 =	\$237,056.75

Princeton will dedicate \$711,170.26 from the affordable housing trust fund to render units more affordable, including \$237,056.75 to render units more affordable to households earning 30 percent or less of median income by region, as follows:

Down payment assistance loans, subsidizing the resale price of an affordable unit so that the new purchaser pays no more than 28 percent of household income for principal, interest, taxes and insurance, association fee assistance to bring homeowner association dues current, real estate tax payment assessments for deed restricted units, mortgage buy-ins to homeowners to avoid foreclosure, assistance with emergency repairs, energy efficiency and a market to affordable program to render units affordable to households earning 30 percent or less of median income.

(c) **Administrative Expenses (N.J.A.C. 5:97-8.9)**

Princeton projects that \$474,083.51 will be available from the Affordable Housing Trust Fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

Administrative salaries and benefits for municipal employees and/or consultant fees to implement an affordable housing program, preparation of a Housing Element,/ Fair Share Plan, spending plan and amendments , an affirmative marketing program, income qualification of households, monitoring the turnover of sale and rental units, preserving existing affordable housing and compliance with COAH monitoring requirements.

PRINCETON PROJECTED MAXIMUM ADMINISTRATIVE EXPENSES		
Actual Development Fees and Interest to 12/31/13		\$1,108,067.53
Development Fees and Interest Projected 2014-2018	+	\$1,262,500.00
	+	
Payments in Lieu of Construction through 7-17-08	+	\$0.00
<i>Less</i> RCA Expenditures through 2018	-	\$0.00
Total for Administrative Expenses	x.20	\$474,113.51
<i>Less</i> Actual Administrative Expenses through 12/31/13	-	\$30.00
Total Remaining Projected Administrative Expenses		\$474,083.51

4. EXPENDITURE SCHEDULE

Princeton intends to use Affordable Housing Trust Fund revenues for the creation and/or rehabilitation of housing units up to 2018. Where applicable, the funding schedule below parallels the new implementation schedule and is summarized as follows: Rehabilitation, affordability assistance, administration, a group home and a market to affordable program.

Program <i>(Individually list programs and projects e.g. Rehab, Accessory Apartments, for-sale and rental municipally sponsored, etc).</i>	Number of Units Projected	PROJECTED EXPENDITURE SCHEDULE 2013-2018												
									2013	2014	2015	2016	2017	2018
Rehabilitation										50,000	50,000	50,000	50,000	200,000
New Construction:														
Market to Affordable Program											195,094.60	195,094.50	195,094.60	585,283.76
Group Home										\$400,000				\$400,000
Total Programs														1,185,283.-76
Affordability Assistance								135,000	135,000	135,000	135,000	8135,000	125,610.85	711,170.26
Administration								70,000	70,000	70,000	70,000	70,000	50,000	474,083.51
Total														2,370,537.53

5. EXCESS OR SHORTFALL OF FUNDS

The governing body of Princeton has adopted a resolution agreeing to fund any shortfall of funds required for implementing the affordable housing programs. In the event that a shortfall of anticipated development fees occurs, Princeton will bond or utilize general revenues. Princeton may also elect to amend its Fair Share Plan.

In the event of excess funds, any remaining funds above the amount necessary to satisfy the affordable housing obligation will be used for affordability assistance, housing rehabilitation and/or to expand the market to affordable program.

6. BARRIER FREE ESCROW

Collection and distribution of barrier free funds shall be consistent with Princeton's Affordable Housing Ordinance in accordance with N.J.A.C. 5:97-8.5.

SUMMARY

Princeton intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:97-8.7 through 8.9 and consistent with the Spending Plan outlined above.

Princeton had a balance of \$1,108,037.53 as of December 31, 2013 and anticipates an additional \$1,262,500 in revenues for a total of \$2,370,537.53. Princeton will dedicate \$1,185,283.76 towards rehabilitation, a market to affordable program and a group home, \$711,170.26 to render units more affordable, and \$474,083.51 to administrative costs. Any shortfall of funds will be offset by bonding, general revenues or an amendment to the Fair Share Plan.

SPENDING PLAN SUMMARY	
Balance as of December 31, 2013	\$ 1,108,037.53
PROJECTED REVENUE 2013-2018	
Development fees	+ \$1,250,000
Payments in lieu of construction	+ \$00.00
Other funds	+ \$00.00
Interest	+ \$12,500
TOTAL REVENUE	= \$2,370,537.53
EXPENDITURES	
Funds used for Rehabilitation	- \$200,000
Market to Affordable (debt pay down for Peck Place)	- \$585,283.76
	-
Group Home (9 Hilltop Drive)	- \$400,000
	- \$
	- \$
	- \$
	- \$
	- \$
Affordability Assistance	- \$ 711,170.26
Administration	- \$474,083.51
Excess Funds for Additional Housing Activity	
	-
	-
	-
TOTAL PROJECTED EXPENDITURES	= \$2,370,537.53
REMAINING BALANCE	= \$0.00

Shirley M. Bishop, P.P., LLC
100 Overlook Center, Floor 2
Princeton, New Jersey 08540
609-844-7720 (voice)
609-844-7722 (fax)
shirleymbishop@aol.com

Memorandum

TO: Princeton Mayor and Council
FROM: Shirley M. Bishop, P.P.
DATE: April 9, 2015
RE: Spending Plan

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Memorandum

TO: Princeton Mayor and Council
FROM: Shirley M. Bishop, P.P.
DATE: April 9, 2015
RE: Timeline

Attached you will find a Timeline for the submittal of a Spending Plan, documents needed to file a Declaratory Judgment action and plan preparation deadlines.

The Spending Plan is on the agenda for action at Monday's meeting and is discussed in a separate memo.

The Declaratory Judgment (DJ) filing will include the two adopted Housing Elements/Fair Share Plans for the former Borough and Township, information on the consolidation and a narrative/certification on Post-2008 affordable housing activity. The December 2008 housing plans contained all the affordable housing activity to that date and the Court has to be made aware of all post-2008 housing activity in deciding if temporary immunity is to be granted.

Even though Princeton will have five months to develop a plan, a draft Housing Element can be prepared as the Housing Element contains mostly census data. However, the 2008 plans contained 2000 census data and new data from the 2010 census must be utilized.

As to the Fair Share Plan, without a number, it is difficult to prepare a plan but Princeton should be discussing what affordable housing options from the two former 2008 plans should be retained and what new affordable housing options should be entertained.

Hopefully, in its DJ decision, the Court will give a definitive date when a new plan needs to be filed. At that time, a new Timeline will be prepared.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

AGENDA ITEM

Princeton Arts Council, Jeff Nathanson

ATTACHMENTS:

- ACP Neighborhood report 2015(PDF)



ARTS COUNCIL OF
PRINCETON

Neighborhood and Community Report April 2015



Introduction

We are pleased to present this report on the Arts Council of Princeton's (ACP) programs for the Princeton community and activities related to the Witherspoon-Jackson (W-J) Neighborhood. This report covers the year since our last Neighborhood Report in April 2014.

Highlights of 2014/15 include a new initiative, the Witherspoon-Jackson Neighborhood Stories Project. We also increased our public art programming during the past year with the Underground Railroad Mural and the Bee Banner on the construction fence of the Avalon Princeton project at the site of the former hospital. Teen programming and our Arts in Healthcare programs were expanded as well as our education programs for children and adults. The ACP once again was recognized by the New Jersey State Council on the Arts with its Citation of Excellence and we received the Discover Jersey Arts People's Choice Award for Favorite Art Gallery in the state for the third consecutive year. This report provides a summary of our many services to the community and our achievements during the past year.

Programs and Events 2014/15

COMMUNIVERSITY ArtsFest: On the last Sunday in April last year, Princeton's annual festival of the arts was held again in downtown Princeton, organized by the Arts Council with participation from the students of Princeton University and support from the town, the police and public works. The police estimated attendance of well over 40,000, the largest event ever. The festival featured artists, musicians, performers, crafters, merchants and food vendors, nonprofit and student organizations, and numerous free activities for children. As mentioned earlier, this year's Communiversity will take place on Sunday, April 26 and as promised we are taking extra steps to reach out area churches and the local neighborhood to offer assistance in minimizing any impact the event might have on church attendance or residents.

Hometown Halloween Parade: In October, we held our annual parade through downtown Princeton featuring the Princeton University marching band. We began the parade on Hinds Plaza and marched to Palmer Square. A new feature was a large puppet performance by teens from our CAPs program. The large crowd was estimated at over 1500.

Free Fall Open House at the Robeson Center: Our annual Open House event in September featured art making, dance performances, refreshments, and music -- all free to the public. The event showcased our programs and provided residents with ways to get involved, including information on scholarships. A major highlight of the event was the completion and dedication of the Underground Railroad Mural painted by the artists of the SAGE Coalition from Trenton. The event also featured a live band, a DJ, free food and drink. In a related event, the Arts Council assisted with the Joint Effort Block Party in August and hosted a tribute to women reception in our gallery.

El Dia de los Muertos: Our annual El Dia de los Muertos (Day of the Dead) event was held last November again at the Princeton Shopping Center, with generous support from Edens. Hundreds of attendees enjoyed mariachi music, art-making activities, sugar skulls, and food provided by the Taste of Mexico.

Artists in Residence Program: The Anne Reeves Artists in Residence Program provides opportunities for artists to create and complete new works and offers the public a forum in which to meet and interact with the artists. During the year we featured playwright James Christy, a resident of the Witherspoon-Jackson neighborhood. James completed a new play entitled "Egyptian Song" and presented it as a free staged reading in the ACP's Solley Theater. During the fall of 2014 Flamenco master Lisa Batallico was in residence and ran a series of performances and workshops, including a performance at the Fireman's Ball benefit event.

Martin Luther King Day: Our annual collaboration for MLK Day was offered as a partnership with the Historical Society of Princeton. We provided activities that taught tolerance, civil rights history, and the lessons of Dr. King for all ages. The afternoon of free art-making attracted over 200 people including dozens of neighborhood children who created a collaborative mural that was on display in the Robeson Center for two months after the event.

Annual Community Play: The Arts Council sponsored the Princeton Variety Theatre's (a collaboration of members of Stone Soup Circus and Princeton Theater Experiment) Community Play in March 2015. The company presented three sold-out public performances of an original interpretation of "Cinderella" in the 150-seat theater at Stuart Country Day School. Over thirty community members participated in the production and local business sponsors provided funding support.

Witherspoon-Jackson Neighborhood Stories Project: Our Black History Month program in February featured the inauguration of a major new initiative, the Witherspoon-Jackson Neighborhood Stories Project. Neighborhood historian Shirley Satterfield presented a slide show history of the African American community followed by Michele Tuck Ponder, who moderated a lively discussion with panelists Florence Broadway and Tommy Parker. Then, in March a second event featured a “Story Slam” with students from Princeton High School’s Poetry Club, a reading by Dr. Cecelia Hodges, and stories presented by Joe Moore, Dana Hughes, Olivia Giles and others.

Paul Robeson Birthday Event: In celebration of Paul Robeson’s 116th birthday, the Arts Council partnered with the Paul Robeson House in presenting a screening of the classic film “Show Boat” – the film that made Paul Robeson an international star. ACP Board member and Robeson House co-chair, Benjamin Colbert, hosted the event along with Shirley Satterfield.

Pinot to Picasso: The annual benefit art event, Pinot to Picasso, raises funds to support many of the programs that benefit the local community such as the residencies that resulted in the murals in Witherspoon Hall and on the wall of Terra Momo Bakery across from the Robeson Center and our Artist in Residence programs.

Spring Fling: Because of the success of Day of the Dead at the Princeton Shopping Center, the Arts Council was invited to take over the shopping center’s Spring Fling event. Activities included hands-on art making, music and food.

Goldberg Lecture in Architecture: Now in its eighth year, the Goldberg Lectures have featured some of our greatest architects in a series presented every spring. Last June we presented Princeton University architect Ronald McCoy. Sadly, we had two recent losses to the world of architecture: Bunny Goldberg, whose family started the series, and Michael Graves, the designer of our building whose talk was the first in the series back in 2008.

aMuse: Our annual anthology of poetry, prose, and art by students in grades K-12, included submissions by over sixty students from local and regional schools. We are now in the 27th year of this annual publication formerly titled “UnderAge.”

Maria Evans, YWCA Tribute to Women Award: We are very proud of Maria Evans, ACP’s Artistic Director, and a Witherspoon-Jackson neighborhood resident, who was the recipient of the prestigious YWCA Award in a benefit event last month. The award recognizes women of excellence who live or work in the greater Princeton area, and who have made significant contributions in their professions and communities.

CAPs (Community Art and Performance Sessions): During the past year we have continued to present our after-school program for teens. Called CAPs (Community Arts and Performance sessions), we worked with teens from Princeton High School and Corner House in music and theater/puppetry projects in the spring and fall.

Creative Aging and Arts in Healthcare: The demand for arts programs for seniors and those with disabilities has seen a steady increase in recent years. We will continue our weekly Art for Caregivers sessions, and will continue sending artists to Elm Court, Greenwood House and the Acute Care for the Elderly Unit at the Princeton Medical Center on a weekly basis. We have recently begun sending two artists weekly to Carrier Clinic psychiatric hospital and have proposed an increase in arts programs for the Princeton Medical Center. A.R.T (Art Realization Technologies) has used our painting studio for art sessions for adults with disabilities, and an exhibition of artwork from that program was recently on view in our gallery.

Bee Banner/Public Art: AvalonBay commissioned the ACP to design an art-themed construction fence which is installed the entire length of the construction fence on Witherspoon and Franklin Streets. The Arts Council will organize a permanent public art project for the development, with a Request for Proposals that is now in circulation to a short list of select artists. The plan is to commission a permanent sculpture that will create a “sense of place” at the site.

Arts Exchange and ArtReach: During the past year, we continued our ArtReach programs, providing free in-school and after-school arts education programming to up to 140 students at the Princeton Nursery School (funded in part by the PNC Foundation) and partnering with Princeton Young Achievers (funded by Horizon Foundation, the J. Seward Johnson, Sr. Charitable Trust and Janssen) to provide art programs for students at PYA learning centers and at the Paul Robeson Center. At the Princeton Nursery School, artist Libby Ramage worked with an average of 50 students per week. Four artists worked with 75 – 90 PYA students per week in our Creative Fridays program. In addition we continue to provide free art classes to an average of 25 students per week from HomeFront of Trenton through our ArtsExchange program.

Summer Camp/Education/Scholarships: During the summer we provided scholarships for W-J Neighborhood children so they could attend summer art and drama camp, which we held in the Paul Robeson Center, with outdoor activities held at the YMCA. The campers' artwork was featured in an end-of-the-summer exhibition in the Robeson Center's main gallery. During the summer and through the school year the Arts Council provided scholarships to 70+ students. From the Evans Scholarship Fund, seven Princeton High School students received scholarships for a total value of \$4,500. Scholarships are funded through our George Dale and Waxwood Scholarship Funds and by a grant from the Charles Evans Foundation.

Exhibitions: We are proud that the ACP's Exhibition program was selected as Favorite Art Gallery in the state of New Jersey for the third consecutive year in the Discover Jersey Arts People's Choice Awards. We presented a diverse range of exhibitions during the year in the Taplin Gallery at the Robeson Center and in local artist exhibitions at the Princeton Public Library.

Outdoor sculpture and Parklets: Our outdoor sculpture program currently features “B Homes” by Peter Abrams. There are three of the structures on view at the Robeson Center and additional works are being placed in other community locations including the Suzanne Patterson Center and Witherspoon Hall. The first of the public installations last year in front of Small World Café inspired a new initiative, the Parklet Project. In the coming months the Arts Council, in partnership with the town and Stuart Country Day School, will develop a temporary public art/gathering space that will be placed in front of Small World as a pilot program.

"Kids at Work: Discovery through Art": During the school year, over 200 local elementary students came with their teachers for gallery tours and art-making sessions in our program "Kids at Work: Discovery through Art." In these workshops, school classes visited our gallery exhibitions, learned about the significance of the artwork, and engaged in hands-on art activities to make work based on what they saw in the gallery. The students mostly came from Community Park and John Witherspoon Schools (some classes also came from Riverside, Littlebrook and Johnson Park schools).

Summer Concerts: We had another successful Courtyard Concert Series at the Princeton Shopping Center. Free concerts were presented every Thursday from mid-June through the end of August with audience sizes ranging from about 200 to over 600. Edens, the owner of the Shopping Center, has been very supportive in continuing the series.

Concerts in the Solley Theater/Paul Robeson Center: Jazz and Beyond and other concerts during the past year have been well-attended and have introduced an expanding audience to the Solley Theater, which is arguably the best room in New Jersey for live music. The current spring series features CD release concerts by local and regional musicians. WPRB FM and the Princeton Record Exchange are partnering with the Arts Council on these concerts.

Witherspoon Middle School Tours: In addition to these other programs, in September, for the seventh straight year, in partnership with the Princeton Public Library and John Witherspoon Middle School, we provided tours of the Paul Robeson Center for over two hundred sixth grade students. This tour program is an annual activity designed to introduce students to the facilities and programs offered by both the Arts Council and the Library.

Conclusion

The Arts Council continues to grow and provide accessible arts programming for the community. But, in spite of many recent successes, the ACP still faces funding challenges. Although the ACP has raised over \$1.5 million towards the pay down of the mortgage, there is still \$500,000 to raise. In addition, the ACP is now in need of additional space for many of its programs, which are outgrowing the Robeson Center.

We greatly appreciate the support of Princeton in enabling us to serve our community and look forward to working together with town officials and staff to improve and expand our programs to better serve the Princeton community.

Submitted by: Jeff Nathanson, Executive Director
April 13, 2015



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

AGENDA ITEM

Ordinance Harmonization Schedule

ATTACHMENTS:

- CODE REVISIONS - Subcommittee proposed schedule 4 1 15 (2) (DOCX)
- CODE REVISIONS - Subcommittee proposed schedule 4 7 15 (DOCX)

PRINCETON CODE CONSOLIDATION
SCHEDULE
(Updated 4.1.15)

The following is a proposed schedule for introducing chapters of the new Princeton Code (not including Land Use). The schedule is flexible and subject to change, as necessary in the Subcommittee's and Council's judgment.

	Subjects	Borough/Township Code Sections	Personnel Reviewing/Drafting	Status/Proposed Time Frame for Ordinance Intro.
1.	General Provisions and Administration	Borough Chapters 1 & 2 Township Chapters 1 & 2		Adopted 5/27/14
2.	Corner House	Borough Chapter 27A Township Chapter 2, Sec. 2-84		Adopted 5/27/14
3.	Municipal Court	Borough Chapter 20 Township Chapter 12		Adopted 5/27/14
4.	Parades	Borough Chapter 24 (No Township Provision)		Adopted 5/27/14
5.	Peddling & Soliciting	Borough Chapter 25, Articles I through IV Township Chapter 14, Article I		Adopted 5/27/14
6.	Political Fundraising & Pay to Play	(No Borough Provisions) Township Chapter 2, Articles XIX, XXI		Adopted 5/27/14
7.	Environmental Commission	Borough Chapter 12 Township Chapter 2, Secs. 31 through 2-32.6		Adopted 5/27/14; amended 7/14/14
8.	Hotel Usage Tax	Borough Chapter 15A (No Township Provision)		Adopted 5/27/14
9.	Jogging	(No Borough Provision)		Adopted 5/27/14

PRINCETON CODE CONSOLIDATION
SCHEDULE
(Updated 4.1.15)

		Township Chapter 10A.1		
10.	Landscaping Registration	(No Borough Provision) Township Chapter 10C		Adopted 7/14/14
11.	Libraries	Borough Chapter 18 Township Chapter 2, Sec. 33		Adopted 5/27/14
12.	Trees & Shrubs	Borough Chapter 33 Township Chapters 22 & Chapter 2, Secs. 2-23 through 2-25		Adopted 7/21/14
13.	Noise	Borough Chapter 21 Township Chapter 13 (portions)		Adopted 8/25/14
14.	Parks, Public Plazas & Recreation	Borough Chapters 17 & 24A Township Chapter 16		Adopted 10/27/14
15.	Auctioneers	Borough Chapter 7 (No Township Provision)	MGP	Review & drafting commenced in consultation w/ Clerk's Office
16.	Alcoholic Beverages	Borough Chapter 4 Township Chapter 3	MGP	Review commenced by MGP
17.	Taxicabs & Vehicles for Hire	Borough Chapter 31 Township Chapter 21	Code Subcommittee & MGP	Under final review; should be scheduled for discussion and introduction before Mayor and Council
18.	Animals & Fowl; Dogs; Deer Feeding; Prohibition of Wildlife Feeding	Borough Chapter 6 Township Chapter 6; Chapter 13, Secs. 13-2 through 13-4; Chapter 16, Sec. 16-15.1	MGP	Drafting commenced in consultation w/ Health Officer & Animal Control Officer

PRINCETON CODE CONSOLIDATION
SCHEDULE
(Updated 4.1.15)

19.	Police Department	Borough Chapter 26 Township Chapter 15	Code Subcommittee & MGP	First draft completed
20.	Advertising & Signs	Borough Chapter 3 Township Sec. 10B-292 to 299 & Borough Sec. 17A-354.31 (Land Use)	Code Subcommittee, MGP, Planning Director, Zoning Officer & Engineering	Review of major policy issues re: signs underway, particularly sidewalk signs
21.	Amusements (e.g., automatic amusement games, billiards, etc.)	Borough Chapter 5 Township Chapter 4	MGP	Review underway in consultation w/ Clerk's Office (to be completed ASAP)
22.	Bicycles and Motorized Bicycles; Bicycle Routes and Bicycle Traffic	Borough Chapter 8 Township Chapter 4A	MGP	MGP to discuss with Traffic & Transp. Committee for review/consideration
23.	Board of Health	Borough Chapter 9 Township Chapter 2, Art. II	MGP	2015 – MGP to draft recommended provisions, based on current status of Board's operations, & forward to Health Officer for input.
24.	Cable Television Franchise; Joint Cable TV Committee	Borough Chapters 9A Township Chapters 5AA & 5AAA	Cable TV Committee reviewing franchise agreement; MGP reviewing remaining provisions	Steve Goodell's office updating Ch. 9A/5AA; MGP to commence updates to Twp Ch. 5AAA
25.	Alarm System Regulations	Borough Chapter 14 (portions) Township Chapter 2A	MGP	2015; review underway by MGP in consultation with Emergency Management.

**PRINCETON CODE CONSOLIDATION
SCHEDULE
(Updated 4.1.15)**

26.	Fire Prevention and Alarm Systems; Fire Insurance Claims	Borough Chapter 14 Township Chapters 8, 7A	MGP to review & follow up w/ Public Safety Committee	2015
27.	Housing Standards	Borough Chapter 16 Township Chapter 10		2015
28.	Traffic and Parking; Motor Vehicles	Borough Chapter 19 Township Chapter 11		2015
29.	Construction Code Enforcement; Buildings; Plumbing	Borough Chapter 10 Township Chapters 5, 5A.1 & 26	MGP to follow up with Construction Official & commence comparison of Chapters	2015
30.	Garbage and Refuse; Recycling; Solid Waste	Borough Chapter 15 Township Chapters 17 & 29 (part of Part II, Board of Health)	MGP to follow up with Director of I & O & commence comparisons/review	Article III, Ch. 15 of Borough Code/ Article 1A of Chapter 19 of Township Code (“Leaf, Branch and Log Collection Program”) Adopted 7/28/15 Remainder 2015
31.	Construction Site Maintenance	Borough Chapter 10A (No Township Provision)		2015-2017
32.	Civil Disturbances – Emergency Regulations	(No Borough Provision) Township Chapter 5A		2015-2017
33.	Discrimination (Re: Real Property)	Borough Chapter 11 Township Chapter 5B		2015-2017
34.	Employees-Defense and Indemnification; Personnel	Borough Chapter 11A Township Chapters 6A & 14A		2015-2017

PRINCETON CODE CONSOLIDATION
SCHEDULE
(Updated 4.1.15)

35.	Finance and Taxation; Joint Purchasing with Mercer County	Borough Chapter 13 Township Chapters 7 & 10A.		2015-2017
36.	Flood Damage Prevention	Borough Chapter 14A Township Chapter 9A		2015-2017
37.	Offenses Misc.; Drug-Free School Zones	Borough Chapter 22 Township Chapters 13 & 17A		2015-2017
38.	Sewers and Water; Sewer Disposal	Borough Chapter 34 Township Chapters 18 & 28 (Part II, Board of Health)		2015-2017
39.	Littering	Borough Chapter 25, Art. V Township Chapter 14, Art. III, IV, V		2015-2017
40.	Soil Erosion and Sediment Control	Borough Secs. 17A-162(g); 17A-179.1 (Land Use) Township Chapter 18A		2015-2017
41.	Streets and Sidewalks; Bicycle Paths (Construction)	Borough Chapters 28 & 29 (sidewalk cafes) Township Chapter 19		2015-2017
42.	Special Events	(No Borough Provision) Township Chapter 18B		2015-2017
43.	Swimming Pools	Borough Chapter 30 Township Chapter 30 (Part II, Board of Health)		2015-2017

PRINCETON CODE CONSOLIDATION
SCHEDULE
(Updated 4.1.15)

44.	Towing and Storage	(No Borough Provision) Township Chapter 11A		2015-2017
45.	Trailers and Camp Cars	Borough Chapter 32 Township Sec. 10B-254 (Land Use)		2015-2017
46.	Boarding Homes for Children	(No Borough Provision) Township Chapter 24		2015-2017
47.	Food Establishments	(No Borough Provision) Township Chapter 25		2015-2017

**PRINCETON CODE CONSOLIDATION
SCHEDULE
(Updated 4.7.15)**

The following is a proposed schedule for introducing chapters of the new Princeton Code Land Use. The schedule is flexible and subject to change, as necessary in the Planning Board's and Council's judgment.

	Subjects	Borough/Township Code Sections	Personnel Reviewing/Drafting	Status/Proposed Time Frame for Ordinance Intro.
1.	Historic Preservation	Borough Sections 17A-27.1-27.4, 118.6-118.8, 174.1, 177.1-178.1 & 193A Township Section 10B-27.1-27.6, 41.1-41.4, 230(a)11, 240.1-240.3, 272.4 & 272.5	Jerry Muller, Lee Solow, Christine Lewandoski, Elizabeth Schulman, Derek Bridger	Adopted 12/8/14
2.	General Provision	Borough Sections 17A-1- 2.1 Township Sections 10B-1-2	Jerry Muller, Lee Solow, Jack West & Dereck Bridger	Review by PB 4/9/15 Intro Council June 2015
3.	Planning Board	Borough Sections 17A-3-15 Township Sections 10B-3-15	Jerry Muller, Lee Solow, Jack West & Dereck Bridger	Review by PB 4/9/15 Intro Council June 2015
4.	Board of Adjustment	Borough Section 17A-16-27 Township Sections 10B-16-27	Jerry Muller, Lee Solow, Jack West & Dereck Bridger	Review by PB 4/9/15 Intro Council June 2015
5.	Administration and Procedures	Borough Sections 17A-28-122 Township Sections 10B-28-118.4	Jerry Muller, Lee Solow, Jack West & Dereck Bridger	Review by PB 4/9/15 Intro Council June 2015
6.	Master Plan	Borough Sections 17A-119-122 Township Sections 10B-119-122	Jerry Muller, Lee Solow, Jack West & Dereck Bridger	Review by PB 4/9/15 Intro Council June 2015
7.	Capital Project Review	Borough Sections 17A-123 Township Section 10B-123	Jerry Muller, Lee Solow, Jack West & Dereck Bridger	Review by PB 4/9/15 Intro Council June 2015
8.	Official Map/Special Permits	Borough Sections 17A-124-130 Township Sections 10B-124-126	Jerry Muller, Lee Solow, Jack West & Dereck Bridger	Review by PB 4/9/15 Intro Council June 2015
9.	Subdivision and Site Plans	Borough Sections 17A-131-140 Township Sections 10B-127-136.2	Jerry Muller, Lee Solow, Jack West & Dereck Bridger	Review by PB December 2015 Intro by Council 2016
10.	Subdivision	Borough Sections 17A-141-170 Township Sections 10B-137-202	Jerry Muller, Lee Solow, Jack West & Dereck Bridger	Review by PB December 2015 Intro by Council 2016
11.	Site Plans	Borough Sections 17A-171-199 Township Sections 10B-203-240	Jerry Muller, Lee Solow, Jack West & Dereck Bridger	Review by PB December 2015 Intro by Council 2016

PRINCETON CODE CONSOLIDATION
SCHEDULE
(Updated 4.7.15)

12.	General Development Plans	Borough Sections none Township Sections 10B-240.4-240.13	Jerry Muller, Lee Solow, Jack West & Dereck Bridger	Review by PB December 2015 Intro by Council 2016
13.	Zoning	Borough Sections 17A-200-408 Township Sections 10B-241-331	Jerry Muller, Lee Solow, Jack West & Dereck Bridger	Review by PB December 2016 Intro by Council 2017
14.	Affordable Housing	Borough Sections None Township Sections 10B-332-366	Jerry Muller, Lee Solow, Jack West & Dereck Bridger	Review by PB December 2016 Intro by Council 2017
15.	Municipal Housing Liaison	Borough Sections None Township Sections 10B-367-372	Jerry Muller, Lee Solow, Jack West & Dereck Bridger	Review by PB December 2016 Intro by Council 2017
16.				



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Engineering

AGENDA ITEM

Poe Road Sidewalk Installation

ATTACHMENTS:

- Poe Road Sidewalk Installation (PDF)

RESULT: CONSENSUS TO APPROVE - NO VOTE
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Municipality of Princeton

Municipal Building
400 Witherspoon Street
Princeton, NJ 08540-3496

Department of Community Development
Office of the Engineer
Telephone (609)921-7077
Fax: (609) 688-2027

ROBERT V. KISER, P.E.
Director of Engineering

MEMORANDUM

TO: Marc Dashield, Administrator

FROM: Robert V. Kiser, P.E., Director of Engineering

DATE: April 1, 2015

SUBJECT: **Poe Road Sidewalk Installation**

Poe Road neighbors requested at the March 23, 2015 neighborhood meeting that consideration be given to installing one (1) sidewalk as opposed to two (2) sidewalks along both sides of the road.

In this regard, the Engineering Department met with representatives of the neighborhood on March 31st and reviewed the roadway improvement plans. The neighborhood representatives advised that they plan to attend the April 13th Council meeting requesting further consideration of this matter. The representatives were advised that prior to the April 13th meeting, to determine if there was agreement among the neighbors as to which side of the road the sidewalk should be installed, if only one sidewalk is constructed.

Council's determination of this matter at the April 13th meeting will be appreciated so that the Contractor may be properly directed.

Please contact either myself or Deanna L. Stockton, P.E., Assistant Engineer, if you have any questions.

Robert V. Kiser, P.E., Director of Engineering

RVK/cc

cc: Linda McDermott, Municipal Clerk
Trishka Cecil, Municipal Attorney
Kathy Monzo, Deputy Administrator/Director of Financing
Deanna L. Stockton, P.E., Assistant Engineer

April 13, 2015

Mayor Liz Lempert and
Council Members

Bernard Miller, Council President

Jo Butler

Jenny Crumiller

Heather Howard

Lance Liverman

Patrick Simon

400 Witherspoon Street

Princeton, New Jersey 08540

Dear Mayor and Members of the Council:

We, the undersigned residents who would be directly affected by the installation of a sidewalk on Poe Road between Random Road and Princeton-Kingston Road, have met, discussed the planned sidewalk on Poe Road and determined that the sidewalk should be installed on only one side of Poe Road. We all agree that the side for the sidewalk should be the south side (closer to Roper Road). We therefore respectfully submit this request to the Mayor and Council of Princeton.

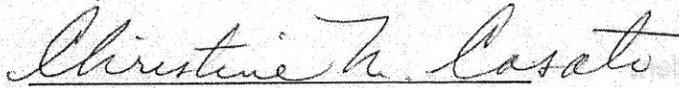
We came to this determination for several reasons. Among them are that all the families on the north side of Poe Road due to age or infirmity would find snow and ice removal more challenging, in addition to the fact that the south side is accessible to the bus stop and would directly connect to the planned extensions of sidewalks on Prospect and Princeton Kingston Roads.

We are grateful that the Mayor and Council have removed the financial burden that the sidewalk installation would have been upon property owners. Many streets in both the former Borough and Township have sidewalks on only one side, including Tyson Lane, Grover Avenue, Snowden Lane, Roper Road, Dodds Lane, Shady Brook Lane, and Harriet Drive—to name a few. We hope that the Council will approve this cost-saving request and place the sidewalk on only one side of Poe Road.

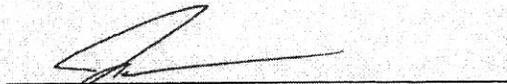
We therefore believe this request to be best both for Poe Road residents

as well as the larger Princeton community. Thank you for your kind consideration of our request.

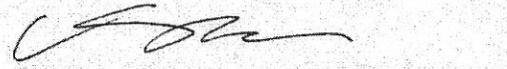
Sincerely,



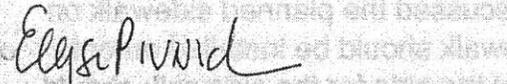
For 12 Poe Road



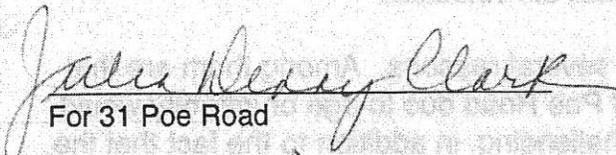
For 24 Poe Road



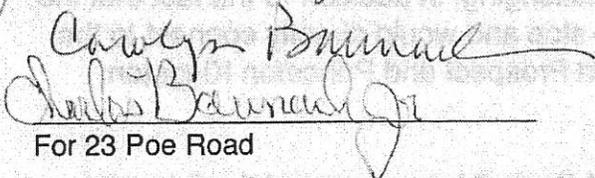
For 139 Random Road



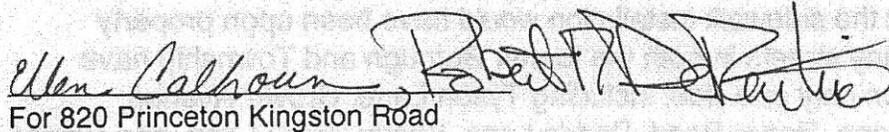
For 37 Poe Road



For 31 Poe Road



For 23 Poe Road



For 820 Princeton Kingston Road

**Petition to Princeton Council
Request to Install Sidewalks on Only one side of Poe Road,
Princeton, New Jersey 08540**

We, the undersigned residents who would be directly affected by the installation of a sidewalk on Poe Road between Random Road and Princeton-Kingston Road, have met, discussed the planned sidewalk on Poe Road and determined that the sidewalk be installed on only one side of Poe Road. We all agree that the side for the sidewalk should be the south side (closer to Roper Road).

Date: April 13, 2015

Name	Address	Email
Ellen Calhoun	820 Princeton Kingston	calhoun@rci.rutgers.edu
Robert DePietro	820 Princeton Kingston Rd	robert_dempietro@comcast.net
Carolyn Bannock	23 Poe	cmbe@aol.com
Charles Bannock	23 Poe	juliadenny@aol.com
Julie Deary Clark	31 Poe	epivnick@isles.org
Elyse Pivnick	37 Poe	normglicknm@rutgers.org
	139 Random Rd	gshoch@gmail.com
Christina Casati	12 Poe Rd	chrgusa@yahoo.com
JONATHAN M. McLEAN	24 POE RD.	JONATHAN McLEAN @ VERIZON
Elyse Pivnick		epivnick@isles.org



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

ORDINANCE

An Ordinance by Princeton Concerning Residential and Non-Residential Affordable Housing Development Fees and Amending the “Code of the Borough of Princeton, New Jersey, 1974” (Public Hearing April 27, 2015)

ATTACHMENTS:

- Residential & Non Residential Affordable Housing Development Fees (PDF)

RESULT:	INTRODUCED [UNANIMOUS]	Next: 4/27/2015 5:00 PM
MOVER:	Jenny Crumiller, Councilwoman	
SECONDER:	Jo Butler, Councilwoman	
AYES:	Howard, Crumiller, Liverman, Butler, Simon	
ABSENT:	Bernard Miller	

MASON, GRIFFIN & PIERSON
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor & Council of Princeton

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



Date: January 19, 2015

Re: Princeton: Residential and Non-Residential Affordable Housing Development Fees

In accordance with the current COAH regulations for residential development fees and the New Jersey statewide Non-Residential Development Fee Act, affordable housing Development fees are to be collected in the amount of one and one-half percent (1.5%) of the equalized assessed value (EAV) for any new Residential development and two and one-half percent (2.5%) of the equalized assessed value (EAV) for new non-residential development.

The current, Princeton Township Code at Sections 10B-340.3 and 340.4 provide for the collection of both residential and non-residential fees in the amount of the percentages set forth above.

The Princeton Borough Code however at Section 17A-205.4(a) calls for the collection of residential development fees in the amount of one percent (1%) of the EAV and for non-residential development fees in the amount of two percent (2%) of the EAV. Consequently, this has created confusion for the consolidated Princeton in determining the level of Development fees to be paid when applicable to either residential or non-residential development.

In order to clarify the level of affordable housing development fees to be paid in Princeton, I have drafted and attach hereto a proposed ordinance. The ordinance repeals Section 17A-205.4(a) and (b) of the Borough Code and provides that for purposes of calculating both residential and non-residential development fees, Section 10B-340.3(a)(1) requiring the payment of 1.5% for Residential Development fees based on the development's EAV and Section 10B-340.4(a)(1) requiring the payment of 2.5% for non-Residential Development fees based upon EAV shall be applied to all new residential and non-residential development in the Princeton community.

We would appreciate very much if you would consider introducing the above-referenced ordinance at a future meeting of the Mayor and Council.

MASON, GRIFFIN & PIERSON
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

January 19, 2015
Page 2

EWS:kaj

cc: Marc D. Dashield, Administrator
Kathryn Monzo, Assistant Administrator
Linda S. McDermott, Clerk
Robert V. Kiser, PE, Engineer
Lee O. Solow, PP/AICP, Planning Director
John Pettenati, Construction Official
Neal A. Snyder, CTA, Tax Assessor
Alvin McGowan, Chair, Princeton Housing Board
Christy Peacock, Affordable Housing Coordinator
Trishka W. Cecil, Princeton Municipal Attorney

**AN ORDINANCE BY PRINCETON
CONCERNING RESIDENTIAL AND NON-
RESIDENTIAL AFFORDABLE HOUSING
DEVELOPMENT FEES AND AMENDING
THE "CODE OF THE BOROUGH OF
PRINCETON, NEW JERSEY, 1974".**

WHEREAS, the former Township of Princeton and Borough of Princeton have adopted Residential and Non-Residential Affordable Housing Development Fee Ordinances; and

WHEREAS, said Ordinances have been reviewed and approved by the New Jersey Council on Affordable Housing to be in compliance with the requirements of *N.J.A.C. 5:97-8.3*; and

WHEREAS, the current permissible residential development fee is in the amount of one and one-half percent (1.5%) of the equalized assessed value (EAV); and

WHEREAS, the fee for non-residential affordable housing development fees as set forth in the New Jersey statewide Non-Residential Development Fee Act, *N.J.S.A. 40:55D-8.4a(1)* is two and one-half percent (2.5%) of the equalized assessed value (EAV) of the proposed non-residential construction; and

WHEREAS, the "Code of the Township of Princeton, New Jersey, 1968" at Sections 10B-340.3 and 340.4 currently requires the payment of the aforementioned 1.5% of the EAV for residential development and 2.5% of the EAV for non-residential development; and

WHEREAS, Section 17A-205.4(a) of the "Code of the Borough of Princeton, New Jersey, 1974" currently provides for the payment of residential development fees in the amount of one percent (1%) and Section 17A-205.4(b) currently provides for the payment of non-residential development fees in the amount of two percent (2%); and

WHEREAS, the Mayor and Council wish to clarify the level of required payments for both residential and non-residential development fees for the Princeton community.

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

1. Sections 17A-205.4(a) and (b) of the “Code of the Borough of Princeton, New Jersey, 1974” are hereby repealed.

2. The payment of residential and non-residential development fees for the Princeton community shall be as set forth in Sections 10B-340.3(a)(1) and Section 10B-340-4(a)(1) of the “Code of the Township of Princeton, New Jersey, 1968” for both residential and non-residential development fees. Said payments shall be as follows:

a. Residential development fees shall be paid in the amount of one and one-half percent (1.5%) of the equalized assessed value (EAV) of any proposed residential development.

b. Payment of non-residential development fees shall be in the amount of two and one-half percent (2.5%) of the equalized assessed value (EAV) of any non-residential development.

3. This ordinance shall take effect upon its passage, publication and the filing of a copy of same with the Mercer County Planning Board, all of which is required by law.

Linda S. McDermott, Clerk

Liz Lempert, Mayor



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Finance

ORDINANCE

Bond Ordinance Providing for Sidewalk Repairs in and by Princeton, in the County of Mercer, New Jersey, Appropriating \$51,000 Therefor and Authorizing the Issuance of \$48,450 Bonds or Notes of Princeton to Finance Part of the Cost Thereof (Public Hearing April 27, 2015)

ATTACHMENTS:

- Sidewalk Ordinance (DOC)

RESULT:	INTRODUCED [UNANIMOUS]	Next: 4/27/2015 5:00 PM
MOVER:	Lance Liverman, Councilman	
SECONDER:	Patrick Simon, Councilman	
AYES:	Howard, Crumiller, Liverman, Butler, Simon	
ABSENT:	Bernard Miller	

BOND ORDINANCE PROVIDING FOR SIDEWALK REPAIRS IN AND BY PRINCETON, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING \$51,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$48,450 BONDS OR NOTES OF PRINCETON TO FINANCE PART OF THE COST THEREOF.

BE IT ORDAINED BY THE COUNCIL OF PRINCETON, IN THE COUNTY OF MERCER, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by Princeton, in the County of Mercer, New Jersey ("Princeton") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$51,000, including the sum of \$2,550 as the down payment required by the Local Bond Law. The down payment is now available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$48,450 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is sidewalk repairs, all as set forth on a list on file in the Office of the Clerk, including all work and materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond

ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. Princeton hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of Princeton is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that Princeton may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 10 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New

Jersey. Such statement shows that the gross debt of Princeton as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$48,450, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$1,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section 7. Princeton hereby declares the intent of Princeton to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations.

Section 8. Any grant moneys received for the purpose described in Section 3 hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of Princeton is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of Princeton and to execute such disclosure document on behalf of Princeton. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of Princeton pursuant to Rule 15c2-12 of the Securities and

Exchange Commission (the “Rule”) for the benefit of holders and beneficial owners of obligations of Princeton and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that Princeton fails to comply with its undertaking, Princeton shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of Princeton are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of Princeton, and Princeton shall be obligated to levy *ad valorem* taxes upon all the taxable real property within Princeton for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

ORDINANCE

An Ordinance by Princeton Authorizing Contribution from the Princeton Affordable Housing Trust Fund to the Acquisition of Real Property, Known as 9 Hilltop Drive and Designated as Lot 5401 in Block 5 on the Princeton Municipal Tax Map, by Youth Consultation Service, Inc., and the Renovation and Creation of a Group Home Project by YCS, in Consideration of YCS Implementing Affordable Housing Restrictions on the Property So as to Provide Princeton with Affordable Housing Credits Toward Princeton's Fair Share Affordable Housing Obligation (Public Hearing April 27, 2015)

ATTACHMENTS:

- Memo Mayor and Council (PDF)
- Ordinance (DOCX)
- MOU Form (DOC)
- Funding Agreement (PDF)
- Declaration (DOCX)

RESULT:	INTRODUCED [UNANIMOUS]	Next: 4/27/2015 5:00 PM
MOVER:	Patrick Simon, Councilman	
SECONDER:	Lance Liverman, Councilman	
AYES:	Howard, Crumiller, Liverman, Butler, Simon	
ABSENT:	Bernard Miller	

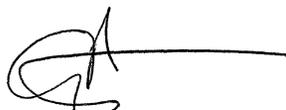
MASON, GRIFFIN & PIERSON

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COUNSELLORS AT LAW

MEMORANDUM

To: Mayor & Council of Princeton

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



Date: March 17, 2015

**Re: Princeton Affordable Housing Program:
9 Hilltop Drive - Youth Consultation Service, Inc. Group Home Project**

Princeton has pledged the sum of Four Hundred Thousand (\$400,000) Dollars to Youth Consultation Service, Inc. ("YCS") toward YCS's acquisition of 9 Hilltop Drive (the "Property") and the renovation and creation of a 4 bedroom group home for individuals with developmental disabilities (the "Group Home Project"). In exchange, YCS has agreed to implement affordable housing restrictions on the Property.

YCS is currently under Contract of Sale (the "Contract") to purchase the Property. Closing under the Contract will occur on or about May 12, 2015. Princeton and YCS will sign a Funding Agreement (the "Funding Agreement") commits the sum of \$400,000 to the acquisition of the Property and renovation and creation of the Group Home Project. Under the Funding Agreement, YCS will commit to execute and record a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), implementing affordability controls on the Property. The Declaration will be recorded at closing, immediately following recording of the deed of conveyance vesting title to the Property in YCS. The Property will be restricted under the Princeton Affordable Housing Program for a period of thirty (30) years from the date the Declaration is recorded, and the Group Home Project will provide Princeton with affordable housing credits for the 4 bedroom units.

The New Jersey Council on Affordable Housing ("COAH") does not have guidelines for affirmative marketing for group homes, and YCS will therefore fill the bedroom units utilizing a state-wide list for developmentally disabled residents. One of the 4 bedrooms has been reserved for a Princeton resident, and the remaining three bedroom units and any subsequent re-rental of any of the bedroom units during the affordability restriction period will be filled by YCS with low or moderate income individuals with developmental disabilities.

YCS's creation of the Group Home Project is a joint effort among YCS, Princeton, the New

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

March 17, 2015

Page 2

Jersey Housing and Mortgage Finance Agency (the "HMFA"), and the State of New Jersey Department of Human Services (the "State"). A Memorandum of Understanding (the "MOU") will be required to be executed by Princeton, the HMFA and the State. The MOU addresses \$250,000 of Princeton's total commitment to the Group Home Project. Under the MOU Princeton will transfer the sum of \$250,000 from its Affordable Housing Trust Fund to the HMFA within fifteen business days of execution of the MOU. The remaining \$150,000 will be wired to the Attorney Trust Account of counsel for YCS prior to closing on YCS's acquisition of the Property. Princeton will issue a letter to YCS committing to wire the balance of \$150,000 prior to closing.

I have prepared and attach hereto a proposed ordinance authorizing the expenditure of funds from the Princeton Affordable Housing Trust Fund, and execution of the Funding Agreement, Memorandum of Understanding, and any additional documents necessary to effectuate the purposes of the ordinance. Copies of the Declaration, Funding Agreement, and MOU are also attached.

So that funding is made available in time for closing, I recommend that the governing body consider adopting the attached ordinance at your next regularly scheduled meeting.

EWS:kaj

cc: Marc D. Dashfield, Administrator
Kathryn Monzo, Assistant Administrator
Linda S. McDermott, Clerk
Robert V. Kiser, Municipal Engineer
Alvin McGowan, Chair, Princeton Housing Board
Anna Christy Peacock, Affordable Housing Coordinator

**AN ORDINANCE BY PRINCETON
AUTHORIZING CONTRIBUTION FROM THE
PRINCETON AFFORDABLE HOUSING TRUST
FUND TO THE ACQUISITION OF REAL
PROPERTY, KNOWN AS 9 HILLTOP DRIVE
AND DESIGNATED AS LOT 5401 IN BLOCK 5 ON
THE PRINCETON MUNICIPAL TAX MAP, BY
YOUTH CONSULTATION SERVICE, INC., AND
THE RENOVATION AND CREATION OF A
GROUP HOME PROJECT BY YCS, IN
CONSIDERATION OF YCS IMPLEMENTING
AFFORDABLE HOUSING RESTRICTIONS ON
THE PROPERTY SO AS TO PROVIDE
PRINCETON WITH AFFORDABLE HOUSING
CREDITS TOWARD PRINCETON'S FAIR SHARE
AFFORDABLE HOUSING OBLIGATION**

WHEREAS, pursuant to the Fair Housing Act (P.L. 1985, c. 222) (the "Act"), municipalities in the State of New Jersey are required to provide their fair share of housing that is affordable to low and moderate income households in accordance with the provisions of the Act; and,

WHEREAS, Princeton administers the Princeton Affordable Housing Program for the purpose of meeting its fair share affordable housing obligation in accordance with the provisions of the Act; and,

WHEREAS, as part of its Affordable Housing Program, Princeton administers an Affordable Housing Trust Fund; and,

WHEREAS, Youth Consultation Service, Inc. ("YCS"), is under Contract of Sale dated January 29, 2015 (the "Contract of Sale"), to acquire certain real property known as 9 Hilltop Drive, Municipality of Princeton, County of Mercer and State of New Jersey, designated as Lot 5401 in Block 5 on the Princeton Municipal Tax Map (the "Property"); and,

WHEREAS, YCS is acquiring the Property for the purpose of renovating, creating and operating a group home for low and moderate income qualified individuals with developmental

disabilities, which group home will consist of four (4) bedroom units (the “Group Home Project”); and,

WHEREAS, Princeton and YCS wish to restrict the Property for use as low or moderate income affordable housing for income qualified individuals with developmental disabilities; and,

WHEREAS, the Group Home Project will provide Princeton with credits for the 4 bedroom Group Home Project toward Princeton’s fair share affordable housing obligation pursuant to requirements of the New Jersey Council on Affordable Housing (“COAH”); and,

WHEREAS, pursuant to the terms of a Funding Agreement between Princeton and YCS (the “Funding Agreement”), Princeton will contribute the sum of Four Hundred Thousand (\$400,000.00) Dollars towards YCS’s acquisition of the Property and the renovation and creation of the Group Home Project in consideration of YCS executing a Declaration of Covenants Conditions and Restrictions (the “Declaration”) restricting the Property for affordable housing purposes, which Declaration shall be recorded in the Office of the Mercer County Clerk immediately following the recording of the deed of conveyance vesting title to the Property in YCS; and,

WHEREAS, YCS will obtain any additional funding or gap financing from additional sources and/or shall contribute all additional funds necessary to complete the acquisition of the Property and the renovation and creation of the Group Home Project, including all closing costs associated with YCS’s acquisition of the Property; and,

WHEREAS, as set forth in a Memorandum of Understanding (the “MOU”) by and between Princeton, New Jersey Housing and Mortgage Finance Agency (the “HMFA”), and State of New Jersey Department of Human Services (the “State”), the purpose of which is to

coordinate the creation of housing for individuals with developmental disabilities, Princeton will contribute a portion of its total commitment by transferring the sum of \$250,000 from its Affordable Housing Trust Fund within fifteen business days of executing the MOU to the HMFA for funding the Group Home Project. The remaining \$150,000 of Princeton's commitment shall be wired by Princeton directly to the Attorney Trust Account of counsel for YCS prior to closing on YCS's acquisition of the Property; and,

WHEREAS, the Declaration shall implement affordable housing controls on the property, and shall ensure that the Property remains affordable to low or moderate income qualified individuals with developmental disabilities for a period of thirty (30) years from the date the Declaration is recorded in the Office of the Mercer County Clerk; and,

WHEREAS, pursuant to the Declaration, the Property shall be a part of the Princeton Affordable Housing Program, and subject to the rules and regulations of the Princeton Affordable Housing Program and COAH, as the same may amended and supplemented from time to time; and,

WHEREAS, the Declaration will be executed at closing on YCS's acquisition of the property, and will be recorded immediately following recording of the deed of conveyance vesting title to the property in YCS; and,

WHEREAS, YCS will acquire title to the Property under the Contract of Sale on or about May 15, 2015,

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

1. The Mayor and Municipal Clerk are authorized and directed to execute the

Funding Agreement providing for the contribution of the sum of Four Hundred Thousand (\$400,000.00) Dollars from the Princeton Affordable Housing Trust Fund to YCS's acquisition of the Property and renovation and creation of the Group Home Project. The funds contributed by Princeton shall be paid from the Princeton Affordable Housing Trust Fund.

2. The Mayor and Municipal Clerk are further authorized and directed to execute the MOU, and the Princeton Chief Financial Officer is authorized and directed to effectuate the transfer of a portion of the total funds committed by Princeton to the Group Home Project as set forth in the MOU and to effectuate the wire of the remaining funds to the Attorney Trust Account of counsel for YCS prior to closing of title on YCS's acquisition of the Property.

3. The Mayor, Clerk and Chief Financial Officer are further authorized and directed to undertake all other actions as may be necessary to effectuate this ordinance.

4. The Funding Agreement, Declaration of Covenants, Conditions and Restrictions and Memorandum of Understanding are on file in the office of the Princeton Municipal Clerk and may be inspected during regular office hours.

5. This ordinance shall take effect upon its passage and publication as provided for by law.

Linda S. McDermott, Clerk

Liz Lempert, Mayor

MEMORANDUM OF UNDERSTANDING

BETWEEN

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
AND**

**NEW JERSEY DEPARTMENT OF HUMAN SERVICES
AND**

MUNICIPALITY OF PRINCETON

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made April ____, 2015
by and between

The **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, a body corporate and politic of the State of New Jersey (“HMFA”), with its principal place of business at 637 South Clinton Avenue, Trenton, NJ 08650-2085;

AND

The **STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES** a principal department established in the Executive Branch of government of the State of New Jersey (“DHS”), with its principal place of business at 222 South Warren Street, Trenton, NJ 08625-0700;

AND

The **MUNICIPALITY OF PRINCETON**, a municipal corporation in Mercer County, State of New Jersey, with its principal place of business at 400 Witherspoon Street, Princeton, New Jersey 08540 (the “Municipality”).

The HMFA, DHS and of the Municipality are referred to collectively as the “Parties.”

PURPOSE:

The purpose of this MOU is to coordinate the efforts of the parties to create appropriate housing for individuals with developmental disabilities in the Municipality as may qualify under the SNHPLP guidelines.

DEFINITIONS:

The terms below, whether capitalized or not, shall have the following meanings for purposes of this MOU:

This memorandum contains advisory, consultative and deliberative material and is intended only for the person(s) named as recipient(s).

Special Needs Housing Partnership Loan Program or SNHPLP (“SNHPLP”): The financing program through which the New Jersey Department of Community Affairs (“DCA”), HMFA and DHS, collectively work to expand housing opportunities and expedite the process of placing developmentally disabled individuals into community-based supportive housing.

Qualified Developer: A housing developer that has been screened and approved by NJHMFA, DCA and DHS staff.

Unit: A bedroom housing one individual with a developmental disability.

UNDERSTANDING:

The Municipality has Affordable Housing Trust Fund (“AHTF”) monies that it chooses to allocate for the purpose described in this MOU. The Municipality will keep these funds in a separate account for the sole purpose of funding one or more projects in the Municipality that are participating in the SNHPLP. These AHTF monies will be made available to one or more Special Needs Housing Partnership Loan Program qualified developers who have identified properties in the Municipality to acquire for conversion to community residences for individuals with developmental disabilities. The aggregate of governmental subsidies that may be used to acquire and construct or rehabilitate one house with three- or four- bedrooms shall be capped at \$125,000 per bedroom or \$500,000 altogether, whichever is less and excluding the cost of the sprinkler system, which will be funded by DHS, subject to appropriation.

For each SNHPLP project in the Municipality, the HMFA or DCA will match the Municipality’s trust fund contribution dollar for dollar, up to a maximum contribution of \$250,000. Some preference for local residents may be given, as long as the individual meets DHS’s Division of Developmental Disabilities’ referral process and housing policies. All other requirements of this MOU shall remain in effect and full force except for items #1, #2 and #3 in the Process Section outlined below.

PROCESS:

1. Within 15 business days of the execution of this MOU, the Municipality shall transfer \$250,000.00 from its current Affordable Housing Trust Fund to HMFA for the purpose of funding the purchase and conversion of the existing ranch style home located at 9 Hilltop Drive, Princeton, New Jersey 08540. The balance of the Municipality’s contribution of \$150,000 shall be wire transferred to the Attorney Trust Account for the group home sponsor, Youth Consultation Service, Inc., prior to closing.

2. HMFA will deposit and hold the Municipality’s AHTF money in a separate escrow account for the Municipality, identifiable from any other funds.

3. The HMFA and the Municipality will acknowledge the transfer of such money by a letter of confirmation signed by HMFA’s Executive Director or by executing an escrow agreement.

4. Either the Municipality or a qualified developer, with the Municipality’s written consent, may identify the property or properties selected for acquisition and renovation.

This memorandum contains advisory, consultative and deliberative material and is intended only for the person(s) named as recipient(s).

5. The Municipality shall approve the property selection prior to the purchase of any house intended to fulfill the requirements of the Special Needs Housing Partnership Loan Program; however, such approval shall not bind the DCA, HMFA, and/or DHS with respect to accepting the project or the developer into the SNHPLP or the suitability of the identified property for the intended population.

6. HMFA will coordinate the terms by which DHS will provide operational and service funding for the project, and/or terms by which a service provider will demonstrate a source or sources of operating and service subsidy other than DHS.

7. If the contemplated qualified developer is unable to enter into a contract to purchase the subject property within 120 days, the Municipality may identify another property or another developer.

8. The disbursement of funds will occur at closing, unless otherwise subject to an escrow agreement with the developer, with ATHF monies being drawn down first.

9. The Municipality shall require the developer to include, in any transfer of ownership, a deed restriction maintaining the use of the premises and any of the units therein as a residence for the sole purpose of housing developmentally disabled individuals for a minimum term of 30 years (beginning from the date of loan closing) or the term required in the HMFA loan documents, whichever is longer.

10. Once the property is acquired, HMFA shall issue a close-out report including, but not limited to, the property location, amount awarded to the developer and any other relevant information.

This MOU, which may be executed in counterparts, shall not be effective until the date by which the last signatory has executed, which date shall be inserted above by that last signatory.

Municipality of Princeton

**New Jersey Housing and Mortgage
Finance Agency**

By: _____
Liz Lempert
Mayor

By: _____
(Name)
(Title)

Date: _____

Date: _____

State of New Jersey
Department of Human Services

By: _____
(Name)
(Title)

This memorandum contains advisory, consultative and deliberative material and is intended only for the person(s) named as recipient(s).

Date: _____

**This Memorandum of Understanding
has been reviewed and approved as to form.**

**JOHN J. HOFFMAN
ATTORNEY GENERAL OF NEW JERSEY**

By:
Deputy Attorney General

Princeton Property 9-2014/MOU Princeton NJHMFA Proposed 3-5-2015

FUNDING AGREEMENT

This Funding Agreement is made and dated on _____, 2015, by and between:

The Municipality of Princeton, in Mercer County, having an address at 400 Witherspoon Street, Princeton, New Jersey 08540 (“Princeton”), and

Youth Consultation Service, Inc., having an address at 284 Broadway, Newark, New Jersey 07104 (“YCS”).

Whereas, YCS is a party to a certain Contract of Sale dated January 29, 2015 (the “Contract”), attached hereto as **Schedule A** and made a part hereof, to purchase certain real property known as **9 Hilltop Drive, Municipality of Princeton, County of Mercer and State of New Jersey**, designated as **Lot 5401 in Block 5** on the Princeton Municipal Tax Map, more fully described in **Schedule B**, attached hereto and made a part hereof (the “Property”); and,

Whereas, YCS is acquiring the Property for the purpose of renovating, creating and operating a group home for low and moderate income qualified individuals with developmental disabilities, which group home shall consist of four (4) bedroom units (the “Group Home Project”); and,

Whereas, pursuant to the Fair Housing Act (P.L. 1985, c. 222) (the “Act”), municipalities in the State of New Jersey are required to provide their fair share of housing that is affordable to low and moderate income households in accordance with the provisions of the Act; and,

Whereas, Princeton administers the Princeton Affordable Housing Program for the purpose of meeting its fair share affordable housing obligation in accordance with the provisions of the Act; and,

Whereas, as part of its Affordable Housing Program, Princeton administers an Affordable Housing Trust Fund; and,

Whereas, YCS and Princeton wish to restrict the Property for use as low or moderate income affordable housing for income qualified individuals with developmental disabilities; and,

Whereas, contingent upon approval of the New Jersey Council on Affordable Housing (“COAH”), if required, and contingent upon the governing body of Princeton adopting an ordinance authorizing the expenditure of funds towards the acquisition of the Property and the renovation and creation of the Group Home Project, Princeton

shall contribute the sum of Four Hundred Thousand (\$400,000.00) Dollars toward YCS's acquisition of the Property and the renovation and creation of the Group Home Project in consideration of YCS executing a Declaration of Covenants, Conditions and Restrictions (the "Declaration"), attached hereto as **Schedule C**, restricting the Property for affordable housing purposes, which Declaration shall be recorded in the Office of the Mercer County Clerk immediately following the recording of the deed of conveyance vesting title to the Property in YCS under the Contract; and,

Whereas, YCS will obtain any additional funding or gap financing from other sources and/or shall contribute all additional funds necessary to complete the acquisition of the Property and the renovation and creation of the Group Home Project pursuant to the terms of the Contract, including all closing costs; and,

Whereas, the Declaration shall implement affordable housing controls on the Property, and shall ensure that the Property remains affordable to low or moderate income qualified individuals with developmental disabilities for a period of **thirty (30) years** from the date the Declaration is recorded in the Office of the Mercer County Clerk; and,

Whereas, pursuant to the Declaration, the Property shall be a part of the Princeton Affordable Housing Program, subject to the rules and regulations of the Princeton Affordable Housing Program and COAH; and,

Whereas, the Group Home Project shall provide Princeton with credits for the 4 bedroom group home toward Princeton's fair share affordable housing obligation pursuant to COAH requirements; and,

Whereas, the Declaration shall be executed by YCS at closing under the Contract and shall be recorded immediately following recording of the deed of conveyance vesting title to the Property in YCS; and,

Whereas, closing under the Contract is scheduled to take place on or about May 15, 2015; and,

Now Therefore, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, Princeton and YCS agree as follows:

1. It is the intent and purpose of this Agreement to ensure that the affordable housing controls contained herein are implemented and recorded to restrict the Property as an affordable housing unit under the Princeton Affordable Housing Program and the rules and regulations of COAH, so as to bind YCS, its successors, heirs and assigns, to comply with the declarations, covenants, conditions and restrictions contained in the Declaration, of which YCS shall be required to notify all future parties taking title to the Property, for a period of thirty (30) years from the date the Declaration is recorded in the Office of the Mercer County Clerk.

2. Contingent upon COAH approval, if required, and contingent upon the governing body of Princeton adopting an ordinance authorizing the expenditure of funds from the Princeton Affordable Housing Trust Fund towards the acquisition and renovation of the Property, Princeton shall contribute the sum of Four Hundred Thousand (\$400,000.00) Dollars toward YCS's acquisition of the Property and renovation and creation of the Group Home Project in consideration of YCS executing the Declaration at closing under the Contract, and recording the Declaration immediately following the recording of the deed of conveyance vesting title to the Property in YCS.
3. YCS shall obtain any additional funding or gap financing from other sources and/or shall contribute all additional funds necessary to complete the acquisition of the Property and the renovation and creation of the Group Home Project, pursuant to the terms of the Contract, including all closing costs.
4. The Group Home Project will consist of a minimum of four (4) bedrooms, providing Princeton with four units of affordable housing pursuant to COAH rules and regulations. The initial occupancy of one of the four bedroom units has been reserved. The parties acknowledge that COAH does not have guidelines for affirmative marketing for group homes. YCS shall therefore be responsible for filling the remaining three bedrooms and any subsequent re-rental of any of the bedroom units with low or moderate income qualified individuals with developmental disabilities utilizing a state-wide list for developmentally disabled residents.
5. Upon acquiring title to the Property under the Contract, YCS will undertake the renovation, creation and operation of the Group Home Project, and shall be responsible for making the Property ADA accessible.
6. YCS shall keep Princeton informed of the status of the creation and renovation of the Group Home Project, and shall provide documentation regarding the same as may be requested by Princeton.
7. If for any reason closing under the Contract does not occur, this Agreement shall be null and void, and YCS and Princeton shall be free of liability to one another.
8. This Agreement can only be assigned or changed by an agreement in writing signed by both parties hereto.
9. This Agreement is binding upon all parties who sign it and all who succeed to their rights and responsibilities.
10. All notices under this Agreement must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this Contract, or to that party's attorney. Notices may also be sent electronically.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
12. The authorized corporate officers of YCS and Princeton sign this Agreement with authority provided by their respective governing bodies.
13. The Effective Date of this Agreement shall be the Date first stated above on Page 1.

SIGNED AND AGREED TO BY:

Municipality of Princeton

Linda S. McDermott, Clerk

By: Liz Lempert, Mayor

Youth Consultation Service, Inc.

Phil DeFalco, Ex. VP/COO

By: Richard Mingola, President/CEO

Schedule "A"

THIS IS A LEGALLY BINDING CONTRACT THAT WILL BECOME FINAL WITHIN THREE (3) BUSINESS DAYS. DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND/OR CANCEL THIS CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.

CONTRACT OF SALE

This Contract of Sale (together with all supplements and addendums hereto, this "Contract") is made this 29th day of January, 2016, by and between Mircea Savu having an address of 9 Hilltop Drive, Princeton, NJ 08540 (hereinafter referred to as "Seller") and Youth Consultation Service, Inc., a not for profit organization of the State of New Jersey, with an address of 284 Broadway, Newark New Jersey 07104 (hereinafter referred to as "Buyer").

WHEREAS Seller is the owner of that certain parcel of land and building located at 9 Hilltop Drive, NJ 08540, Mercer County, State of New Jersey also known as Block 00005, Lot 05401 on the official tax maps of Princeton, which parcel of land is more fully described in Exhibit "A" attached hereto and by this reference incorporated herein, together with all rights, easements and appurtenances pertaining to said real property, if any (collectively, the "Land"); and all improvements, buildings and structures situated on the Land to the extent remaining on the Closing Date. All of the foregoing items to be purchased under this Contract shall be collectively referred to as the "Property"; and

WHEREAS Buyer is desirous of purchasing the Property from Seller on the terms and conditions set forth in this Contract.

NOW THEREFORE in consideration of the Purchase Price, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged by both parties, the parties do agree as follows:

1. **Property.** Subject to the terms and conditions set forth in this Contract, Seller agrees to sell and Buyer agrees to purchase from Seller on the terms and conditions set forth in this Contract, a fee simple interest in the Land and all of Seller's rights and interests in the Property.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Five Hundred and Five Thousand Dollars (\$505,000.00) and shall be paid as follows:

- a. One Thousand Dollars (\$1000.00) as an "initial deposit" at the time of the execution of this Contract. The Law Offices of Todd Schaper, LLC (the "Escrow Agent") shall hold the initial deposit in a non-interest-bearing account.
- b. Twenty Four Thousand Nine Hundred Fifty Dollars (\$24,950.00) as an "additional deposit" to be paid to the Escrow Agent within two (2) business days after the expiration of the Due Diligence Period (as defined in Section 25 below). The Escrow Agent shall hold the additional deposit in a non-interest-bearing account.
- c. Four Hundred Seventy Nine Thousand and Fifty Dollars (\$479,050.00), or the "balance payment", to be paid at the time of the Closing in cash, certified check, bank cashier's and/or attorney trust account check.

The Purchase Price shall be adjusted so that all costs and expenses of Closing are allocated as set forth in Section 9 herein below.

3. **Mortgage Financing.** Buyer agrees to make a good faith effort to obtain a first mortgage loan in the amount of Four Hundred Seventy Four Thousand and Fifty Dollars (\$474,050.00) from the Special

Needs Housing Partnership Loan Program under which Princeton's Township's Affordable Housing Trust Fund, the New Jersey Housing and Mortgage Finance Agency and the New Jersey Department of Community Affairs will participate to provide the Mortgage Financing. Buyer shall have a ninety (90) day period (the "Mortgage Contingency Period") commencing on the date this Contract becomes binding in accordance with Section 22 hereof to terminate this Contract on written notice to Seller if Buyer is not able to obtain a first mortgage loan as described above, in which event the initial deposit and the additional deposit shall be returned to Buyer and, upon such return, this Contract shall terminate and neither party shall have any further obligations hereunder. Buyer shall have the right at its sole option to extend the Mortgage Contingency Period for one (1) additional thirty (30) day period upon written notice to Seller which must be given at least three (3) days prior to the expiration of the Mortgage Contingency Period.

a. Nothing contained herein shall compel Buyer to obtain a mortgage commitment in the amount set forth above, if Buyer determines for any reason that it would prefer to pay more of the Purchase Price in cash or its equivalent and to have a mortgage in a lesser amount or to have no mortgage at all.

b. In the event that Buyer obtains financing prior to the expiration of the Mortgage Contingency Period, Buyer shall promptly notify Seller.

4. **Quality of Title.** Seller shall convey good, insurable and indefeasible fee simple title to Buyer by means of a bargain and sale deed with covenants against the grantor's acts. Title shall be such as to be insurable by a title insurance company licensed to do business in the State of New Jersey at regular rates. The description of the Land shall be subject to such facts as an accurate survey may reveal, provided nothing therein contained prevents the use of the Property as set forth in Section 13.

5. **Place of Closing.** The Closing shall occur at the offices of Buyer's attorney or the offices as designated by Buyer's lender, or such other place upon which the parties may mutually agree.

6. **Date of Closing.** This transaction shall close (the "Closing") on or before the date (the "Closing Date") which is fifteen (15) days after all of the contingencies in this Contract have been either satisfied or waived. The parties recognize that no firm date for the Closing can be set at this time. However, the parties agree that the intended date of the Closing is May 15, 2015, and that the Closing shall occur during normal business hours.

7. **Condition of Property.** Except as set forth hereafter, Buyer affirms that it accepts the Property "as is" and "where is" as Buyer has inspected the Property. Seller agrees to permit Buyer to have a termite inspection of the Property within sixty (60) days after the execution of this Contract. Seller agrees to leave the Property in "broom clean" condition. All rubbish and personal property shall be removed from the Property, except such personal property and equipment as specifically set forth in Section 8 herein below. Seller agrees to keep the grounds, grass, shrubs and dwelling in good condition until the Closing. Walks and driveways shall be free of debris, ice and snow. Buyer shall be entitled to inspect the Property immediately prior to the Closing.

8. **Personalty.** All personal property and equipment which are necessary for the proper operation of the Property are included in the sale of the Property.

9. **Adjustments at Closing.** The parties agree to make all usual adjustments including, but not limited to, real estate taxes, utilities, fuel oil and sewer taxes, at the time of the Closing. Buyer shall be entitled to deduct from and credit against the Purchase Price the realty transfer fee, all monetary liens against the Property (which shall be released or discharged prior to or simultaneous with Closing), and the charges for recording releases or discharges of any such monetary liens.

10. **Financial Ability.** Subject to Section 3 hereof, Buyer represents that it has the ability to pay the Purchase Price set forth in this Contract pursuant to the terms for payment contained herein.

11. **Default.** In the event that Buyer shall default in the performance of this Contract, all deposit monies paid by Buyer in accordance with this Contract shall be paid over to Seller as liquidated damages.

The parties acknowledge that it would be difficult to calculate Seller's actual damages in the event of such default by Buyer and have agreed that the deposit monies paid are fair and reasonable as damages in the event of Buyer's default. In the event of Seller's default in the performance of this Contract, Buyer shall be entitled to the return of its deposit monies, or the remedy of specific performance.

In the event of any alleged default, the party alleging default must give the other party written notice of the alleged default and a ten-day period within which to correct the alleged default.

12. **Real Estate Commissions.** Each party represents to the other that they have dealt solely with their respective agent listed below and Seller agrees to pay the named Realtor(s) or their agents, except as set forth in this Contract.

Selling Broker:	Callaway Henderson Sotheby	Listing Broker:	RE/MAX Greater Princeton
Agent:	Maggie Hill	Agent:	Linda November
Commission:	2.5%	Commission:	2.5%

This commission will be earned, due and payable upon Closing. Seller hereby authorizes and directs Buyer's attorney, or the settlement agent, as the case may be, to pay the named Realtor(s) the full commission out of the funds at Closing. Buyer is not liable to pay for any real estate commissions due the Realtors. Buyer and Seller each represent and warrant to the other that no other broker, agent or finder, licensed or otherwise has been engaged by it, respectively, in connection with the transaction contemplated by this Contract. In the event of any such claim for broker's, agent's or finder's fee or commission in connection with the negotiation, execution or consummation of this transaction, the party upon whose alleged statement, representation or agreement such claim or liability arises shall indemnify, hold harmless and defend the other party from and against such claim and liability, including without limitation, reasonable attorney's fees and court costs. Buyer and Seller hereby agree that the representations and warranties contained in this Section shall survive the Closing and delivery of the deed.

13. **Certificate of Occupancy.** Any Certificate of Occupancy required by the municipality for the transfer of the Property shall be obtained by Seller and provided at Closing.

14. **Survival.** It is understood and agreed that whether or not specifically provided herein, any provision of this Contract which, by its nature and effect, if required to be observed, kept or performed after the delivery of the deed shall survive and shall not be merged therein, but shall remain binding upon, and for the benefit of the parties hereto, until fully performed, kept or observed.

15. **Effects of Agreements.** This Contract shall be binding upon the parties, their respective successors, heirs and assigns, and shall be construed in accordance with the laws of the State of New Jersey.

16. **Notice.** All notices required by this Contract shall be given in writing, certified mail, return receipt requested or via facsimile or electronic mail, to the appropriate parties at the addresses below:

a. If to Seller, at the address first set forth above and to Ray J. Barson, Esq., 194 Nassau Street, Suite 37, Princeton, New Jersey 08542, Tel: 609-468-6970 Fax: 609-921-8880 Email: rbarson@barsonlaw.com.

b. If to Buyer at the address first set forth above and to Todd Schaper, Esq., VP/General Counsel, Youth Consultation Service, Inc., 284 Broadway, Newark, New Jersey 07104; Tel: 973-482-8411 x 169 Fax: (973) 482-5325; Email: tschaper@yves.org.

c. If to Buyer's Realtor, to

d. If to Seller's Realtor, to

e. If to the Escrow Agent, to Todd Schaper, Esq., VP/General Counsel, Youth Consultation Service, Inc., 284 Broadway, Newark, New Jersey 07104; Tel: 973-482-8411 x169 Fax: (973) 482-5325; Email: tschaper@yocs.org.

The parties agree that notice by counsel may serve as effective notice by the party whom that counsel represents.

17. **Recording.** No part of this Contract or any memorandum thereof may be recorded in the Office of the Clerk of Mercer County or in any other location without the consent of both parties; provided, however, that Buyer and Buyer's lender may record notices of settlement in accordance with applicable law upon the expiration of the Due Diligence Period (provided that this Contract is not terminated in accordance with Section 25 below). Recording of this Contract without said consent shall be considered a default, which may not be cured pursuant to Section 11 of this Contract.

18. **Captions.** The captions in this Contract are not be construed as part of this Contract and are merely for convenience and reference.

19. **Construction.** When the context of this Contract so requires, nouns appearing in the singular shall have the same effect as if used in the plural and vice versa, and the proper gender shall be attributed to all pronouns.

20. **Entire Agreement.** This Contract represents the entire agreement between the parties hereto. The parties affirm that there are no other understandings and/or oral promises between the parties. The parties' further state that this Contract may not be modified orally, but only may be modified by a written agreement executed by the parties to this Contract.

21. **Rollback Taxes.** Not applicable.

22. **Attorney Review.**

Buyer's Attorney: Todd Schaper, Esq., Ph: 973-482-8411 Fax: 073-482-5325
VP/General Counsel, Email: tschaper@yocs.org
Youth Consultation
Service, Inc.

Seller's Attorney: Roy J. Barson, Esq. Ph: 609-488-8970 Fax: 609-921-8880

a. **Study by Attorney** – Buyer or Seller may choose to have an attorney study this Contract. If an attorney is consulted, then the attorney must complete his or her review of this Contract within the three-day period after the full execution of this Contract by Buyer and Seller. This Contract will be legally binding at the end of this three-day period unless an attorney for Buyer or Seller reviews and disapproves of this Contract.

b. **Counting the Time** – You count the three days from the date of delivery of the signed Contract to Buyer and Seller. You do not count Saturdays, Sundays or legal holidays. Buyer and Seller may agree in writing to extend the three-day period for attorney review.

c. **Notice of Disapproval** – If an attorney for Buyer or Seller reviews and disapproves of this Contract, then the attorney must notify the Realtor(s), the Escrow Agent and the other party named in this

Contract within the three-day period. Otherwise this Contract will be legally binding as written. The attorney must send the notice of disapproval to the Realtor(s) by certified mail, facsimile, electronic mail, or by delivering it personally. The certified letter will be effective upon sending. The personal delivery, facsimile or electronic mail will be effective upon delivery to the Realtor's office. The attorney may also, but need not, inform the Realtor(s) of any suggested revision(s) in the Contract that would make it satisfactory.

23. **Cancellation.** If this Contract is legally and rightfully cancelled, then Buyer shall get back the deposit monies and the parties will be free of liability to each other.

24. **Escrow.** All deposit monies paid by Buyer shall be held in escrow with the Escrow Agent until the Closing, at which time all deposit monies shall be paid over to Seller, or as otherwise payable pursuant to the terms of this Contract. In the event any contingency in this Contract is not satisfied or waived, both parties must acknowledge with the Escrow Agent the mutually accepted cancellation of this Contract before the deposit monies are returned to Buyer.

25. **Due Diligence Period.** Buyer shall have a sixty (60) day period (the "Due Diligence Period") commencing on the date this Contract (including any supplements and addendums hereto) becomes binding in accordance with Section 22 hereof to terminate this Contract without cause upon written notice to Seller, in which event the initial deposit shall be returned to Buyer and, upon such return, this Contract shall terminate and neither party shall have any further obligations hereunder. Failure by Buyer to so terminate this Contract shall constitute a waiver of Buyer's right to do so.

a. Seller agrees that Buyer, its representatives, and consultants shall have the right to enter upon the Property during the Due Diligence Period to perform engineering, environmental and such other feasibility studies necessary for Buyer's intended use of the Property, as Buyer determines in its sole discretion.

b. Buyer's right to enter upon the Property and to inspect the Property during the Due Diligence Period for the purpose of making such inspections is conditioned upon the following: (1) that such entry shall be at Buyer's sole risk, cost and expense; and (2) that all inspections of whatever nature shall be performed only by qualified engineers and contractors; and (3) that prior to any such entry (A) Buyer shall afford Seller not less than forty-eight (48) hours' advance notice of such inspection and permit Seller to have a representative present at such inspection, and (B) Buyer shall furnish Seller with proof satisfactory to Seller that all of the inspections to be conducted upon the Property by Buyer's said representatives and consultants shall be protected by liability insurance coverage pursuant to a liability insurance policy satisfactory to Seller naming Seller as an additional insured thereunder and having a single limit of not less than \$1,000,000.00, which policy shall be in a form reasonably satisfactory to Seller. Buyer shall indemnify, defend and hold Seller harmless from all claims, judgments or expenses arising from said entry and inspection. No inspection shall include any disturbance of the ground without the prior written consent of Seller.

c. In the event Buyer causes damage to the Property as a result of its studies performed pursuant to this Section 25 and Closing hereunder does not occur, Buyer shall immediately repair such damage and restore to the Property to its previous condition.

26. **Seller Representations.** Seller represents that, unless previously noted in the listing agreement, they are disclosing that no oil tanks exist on the property. If an oil tank(s) previously existed prior to the listing of this property, then Seller agrees to provide any relevant documentation related to the testing and removal of such tank(s).

27. **Board Approval.** Acceptance of this Contract by Buyer is subject to and contingent upon the approval of the Board of Trustees of Youth Consultation Service, Inc.

28. **Bank Approval.** Buyer must receive the written approval of Capital One Bank, its current lending institution, to enter into the Mortgage Financing outlined in Section 3. Buyer shall have a ninety (90) day period (the "Bank Approval Period") commencing on the date this Contract becomes binding in

accordance with Section 22 hereof to terminate this Contract on written notice to Seller if Buyer is not able to obtain the written approval from Capital One Bank as described above, in which event the initial deposit and the additional deposit shall be returned to Buyer and, upon such return, this Contract shall terminate and neither party shall have any further obligations hereunder.

29. Further Action. Seller and Buyer each agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require consistent with this Contract to consummate, evidence or confirm the sale contemplated hereby. The provisions of this Section 29 shall survive the Closing and delivery of the deed.

30. Counterparts. This Contract (including all supplements and addendums, if any) may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Contract by facsimile or other electronic means shall be equally as effective as delivery of an original counterpart to this Contract.

31. Assignment. This Contract shall be binding upon the parties hereto and their respective heirs, successors or representatives, and this Contract may not be assigned by either party without the express written consent of the other party first having been obtained. Notwithstanding the foregoing, however, it is expressly agreed that Buyer may assign its rights in, to and under all or any portion of this Contract to any affiliate of Buyer; provided, however, that Buyer shall remain liable as a guarantor for the performance of all of the covenants, agreements, representations, and warranties hereof.

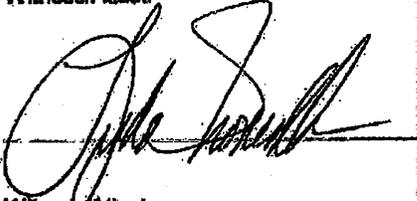
32. Risk of Loss. Risk of loss or damage to the Property by condemnation, eminent domain or similar proceedings (or deed in lieu thereof), from the date hereof through the Closing Date will be on Seller. In the event any portion of the Property has been taken by condemnation or eminent domain proceedings (or deed in lieu thereof) or if any means of access to the Property has been locked or substantially impaired by any such taking, Buyer may, at its option, elect to terminate this Contract or consummate the transaction and receive an assignment of all proceeds of insurance or condemnation awards attributable to such damage or taking.

33. Authority. Those persons signing on behalf of Buyer and Seller represent that they are authorized to sign.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have set their hands and/or caused these individuals, who attest their legal ability to sign for their respective party on the day and date first above written.

Witness/Attest:



Witness/Attest:

SELLER: MIRCEA SAVU



2/1/15

Mircea Savu

SELLER: _____

BY:

Witness/Attest:



Phil DeFalco, Ex. VP/COO

BUYER: YOUTH CONSULTATION SERVICE, INC.

BY: 
Richard Mingola, President/CEO

EXHIBIT A
LEGAL DESCRIPTION

Schedule "B"

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
ALTA Plain Language Commitment 2006

File No. CT15-8068

REVISED LEGAL DESCRIPTION

ALL that certain lot, parcel or tract of land, situate and lying in the Borough of Princeton, County of Mercer, State of New Jersey, and being more particularly described as follows:

BEGINNING at a point in the northerly right-of-way line of Hilltop Drive, said beginning point bearing in a northwesterly direction along the southeasterly extension of said right-of-way line 15 feet from the point of intersection of said extension with the southerly extension of the westerly right-of-way line of State Highway Route 206 and running; thence

1. Along the northerly right-of-way line of Hilltop Drive North 69 degrees 13 minutes 10 seconds West 185.00 feet to a point; thence
2. North 20 degrees 46 minutes 50 seconds East 125.00 feet to a point; thence
3. South 69 degrees 13 minutes 10 seconds East 200.00 feet to a point in the westerly right-of-way line of State Highway Route 206; thence
4. Along said right-of-way line of South 20 degrees 46 minutes 50 seconds West 110.00 feet to a point; thence
5. Along a sight line connecting said right-of-way line of Route 206 with said right-of-way line of Hilltop Road South 65 degrees 46 minutes 50 seconds West 21.21 feet to the point and place of BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 5 in Block 5401 on the Borough of Princeton Tax Map.

COMMONLY KNOWN AS: 9 Hilltop Drive, Borough of Princeton, New Jersey.

Drawn in accordance with a survey made by Parker Engineering & Surveying, P. C., dated February 23, 2015.

RECORD & RETURN TO:
Mason, Griffin & Pierson, P.C.
101 Poor Farm Road
Princeton, NJ 08540
609-921-6543

Prepared by: _____

Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls on Property

This Declaration of Covenants, Conditions and Restrictions is made and dated on _____, 2015, by **Youth Consultation Service, Inc.**, having an address at 284 Broadway, Newark, New Jersey 07104 (“YCS”).

Whereas, YCS has acquired title to certain real property known as **9 Hilltop Drive, Municipality of Princeton, County of Mercer and State of New Jersey**, designated as **Lot 5401 in Block 5** on the Princeton Municipal Tax Map, more fully described in **Schedule A**, attached hereto and made a part hereof (the “Property”); and,

Whereas, YCS has acquired the Property for the purpose of renovating, creating and operating a group home for low and moderate income qualified individuals with developmental disabilities, which group home shall consist of four (4) bedroom units (the “Group Home Project”); and,

Whereas, pursuant to the Fair Housing Act (P.L. 1985, c. 222)(the “Act”), municipalities in the State of New Jersey are required to provide their fair share of housing that is affordable to low and moderate income households in accordance with the provisions of the Act; and,

Whereas, the Municipality of Princeton (“Princeton”) administers the Princeton Affordable Housing Program for the purpose of meeting its fair share affordable housing obligation in accordance with the provisions of the Act; and,

Whereas, as part of its Affordable Housing Program, Princeton administers an Affordable Housing Trust Fund; and,

Whereas, YCS and Princeton wish to restrict the Property for use as low or moderate income affordable housing for income qualified individuals with developmental disabilities; and,

Whereas, YCS and Princeton have entered into a Funding Agreement, pursuant to which Princeton contributed the sum of Four Hundred Thousand (\$400,000.00) Dollars from the Princeton Affordable Housing Trust Fund to the acquisition of the Property by YCS and the renovation and creation of the Group Home Project, as authorized by ordinance adopted by the governing body of Princeton, in consideration of YCS executing and recording this Declaration restricting the Property for affordable housing purposes; and,

Whereas, YCS and Princeton agree that this Declaration shall implement affordable housing controls on the Property, and shall ensure that the Property remains affordable to low or moderate income affordable housing for income qualified individuals with developmental disabilities for a period of thirty (30) years from the date the deed of conveyance besting title to the Property in YCS is recorded in the Office of the Mercer County Clerk; and,

Whereas, pursuant to this Declaration, the Property shall be part of the Princeton Affordable Housing Program, subject to the rules and regulations of the Princeton Affordable Housing Program and the New Jersey Council on Affordable Housing (“COAH”); and,

Whereas, the Group Home Project shall provide Princeton with credits for the 4 bedroom group home toward Princeton’s fair share affordable housing obligation pursuant to COAH requirements; and,

Whereas, pursuant to the terms of the Agreement, YCS shall execute and record this Declaration immediately following the recording of the deed of conveyance vesting title to the Property in YCS; and,

Now Therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by YCS, the Property shall be subject to the following covenants,

conditions and restrictions which shall run with the land and bind YCS, its successors, heirs and assigns:

I. Purpose

It is the intent and purpose of this Declaration to ensure that the affordable housing controls contained herein are implemented and recorded to restrict the Property as affordable housing for low or moderate income qualified individuals with developmental disabilities, and that the Property remains part of the Princeton Affordable Housing Program, subject to the rules and regulations of the Princeton Affordable Housing Program and the rules and regulations of COAH, so as to bind YCS, its successors, heirs and assigns, to comply with the declarations, covenants, conditions and restrictions contained herein, of which YCS shall be required to notify all future parties taking title to the Property.

II. Affordable Housing Covenants

The sale and use of the Property is governed by rules and regulations governing controls on affordability, which are found in the New Jersey Administrative Code, Title 5, Chapter 93, Subchapter 9 (N.J.A.C. 5:93-1 et seq.), and Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1 et seq.), and the rules and regulations of the Princeton Affordable Housing Program, as the same may hereafter be amended and supplemented (collectively, the "Regulations"). Consistent with the Regulations, the following covenants and restrictions shall bind the Property for a period of **thirty (30) years** commencing on the date this Declaration is recorded in the Office of the Mercer County Clerk (the "Control Period"):

1. The Property shall be restricted for use as low or moderate income housing for income qualified individuals with developmental disabilities, and shall be part of the Princeton Affordable Housing Program, and subject to the rules and regulations of the Princeton Affordable Housing Program and COAH, and any other rules and regulations applicable to affordable housing in the Municipality of Princeton and State of New Jersey, as the same may be amended and supplemented from time to time, for the duration of the Control Period, as the same may be extended pursuant to agreement of the parties or pursuant to law.
2. YCS shall renovate, create and operate the Group Home Project, which shall be handicap accessible according to federal and state law, and shall provide Princeton with four (4) credits toward its COAH affordable housing obligation. YCS shall operate the Property as a group home in accordance with N.J.A.C. 5:97-6.10 and all other governmental rules and regulations applicable to group homes.
3. The Group Home Project shall consist of four (4) bedroom units which YCS shall lease to and maintain occupancy by low or moderate income qualified individuals with developmental disabilities. YCS covenants and agrees that occupants of the Property must be income qualified in accordance with the guidelines of the Princeton Affordable Housing Program and COAH. YCS shall not charge rent more than the maximum permitted rent within the guidelines of the Princeton Affordable Housing Program and COAH. YCS will provide information as may be requested by Princeton or its designated administrative agent regarding the qualifications of the individuals to occupy the Property.
4. YCS acknowledges that COAH does not have guidelines for affirmative marketing for group homes. The initial occupancy of one of the four bedroom units has been reserved. YCS shall fill the remaining three bedroom units and any subsequent re-rental of any of the bedroom units with low or moderate income qualified individuals with developmental disabilities utilizing a state-wide list for developmentally disabled residents.

5. The affordable housing restrictions implemented by this Declaration shall continue after any subsequent conveyance of the Property; however, YCS shall include in any future deed conveying title to the Property any and all affordable housing restrictions as may be required by the Princeton Affordable Housing Program and COAH.
6. No improvements may be made to the Property that would affect its bedroom configuration or otherwise impact Princeton's affordable housing credits for the four bedroom Group Home Project.
7. The affordable housing declarations, covenants conditions, and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 et seq. and N.J.A.C. 5:93-9.1 et seq., shall remain in effect despite entry and enforcement of any judgment of foreclosure with respect to the Property.

III. Remedies for Breach of Affordable Housing Covenants

A breach of the affordable housing covenants, conditions, and restrictions contained in this Declaration will cause irreparable harm to the Princeton Affordable Housing Program, and to the public, in light of the public policies set forth in the Act, the rules and regulations of COAH, and Princeton's obligation for the provision of low and moderate income housing. Accordingly:

1. In the event of a threatened breach of any of the covenants set forth herein by YCS or by any successor in interest or other owner of the Property, Princeton or its designated administrative agent shall have all rights and remedies provided at law or in equity, including but not limited to the right to seek injunctive relief or specific performance.
2. Upon the occurrence of an actual breach of any of the covenants set forth herein by YCS or by any successor in interest or other owner of the Property, Princeton or its designated administrative agent shall have all rights and remedies provided at law or in equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of this Declaration, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of this Declaration, entry on the premises, and specific performance.

The covenants, conditions, and restrictions contained in this Declaration shall run with the land and shall bind YCS, its successors, heirs and assigns.

The authorized corporate officers of YCS sign this Declaration as of the date at the top of the first page.

Witness/Attest:

Youth Consultation Service, Inc.

Phil DeFalco, Ex. VP/COO

By: Richard Mingola, President/CEO

STATE OF NEW JERSEY) ss.
COUNTY OF MERCER)

I CERTIFY that on _____, 2015, **Phil DeFalco** personally came before me, the subscriber, and acknowledged under oath, to my satisfaction, that this person is the Ex. VP/COO of Youth Consultation Service, Inc. the corporation named in this Instrument; that this person well knows the corporate seal of the said corporation, and that the seal affixed to said Instrument is the seal of said corporation; that the said seal was so affixed and the said Instrument was signed and delivered by **Richard Mingola**, who at the date thereof was the President/CEO of Youth Consultation Service, Inc. the corporation named herein, who acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its governing

board; and, that the deponent, at the same time, subscribed her name to said Instrument as an attesting witness to the execution thereof.

Phil DeFalco

Sworn to and Subscribed before me
this ____ day of _____, 2015.

Notary Public



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

ORDINANCE

An Ordinance Of the Mayor and Council of Princeton Concerning Salaries and Compensation of Certain Personnel of the Municipality of Princeton (Public Hearing April 27, 2015)

ATTACHMENTS:

- Salary Ordinance Memo (DOCX)
- 2015 Salary Ord (DOC)

RESULT:	INTRODUCED [UNANIMOUS]	Next: 4/27/2015 5:00 PM
MOVER:	Jo Butler, Councilwoman	
SECONDER:	Patrick Simon, Councilman	
AYES:	Heather Howard, Jenny Crumiller, Jo Butler, Patrick Simon	
ABSENT:	Bernard Miller	
EXCUSED:	Lance Liverman	



**Human Resources
Princeton Municipal Building
400 Witherspoon Street
Princeton, NJ 08540
609-454-4751**

TO: Marc D. Dashield, Administrator
FROM: Jackie Nagin, Human Resource Manager
DATE: April 9, 2015
RE: Salary and Wage Ordinance

The attached is for the introduction of the revised Ordinance for the Salary and Wage Classification Plan which includes changes in Titles, Classifications and Salary Ranges.

**AN ORDINANCE
OF THE MAYOR AND COUNCIL OF PRINCETON
CONCERNING SALARIES AND COMPENSATION OF CERTAIN
PERSONNEL OF THE MUNICIPALITY OF PRINCETON**

BE IT ORDAINED by the Mayor and Council of Princeton:

1. Salary and Wage Classification Plan for non-contractual personnel.

Class I

- Administrator

Class I-A

- Chief

Class II (Department Directors) ~~140,000- 165,000~~ **168,000**

- Director of Planning and Engineering
- Director of Infrastructure and Operations
- Deputy Admin./Director of Finance

Class III (Senior Division Directors) ~~110,000-127,000~~ **130,000**

- ~~Director of Public Works~~
- ~~Interim Director of Public Works~~
- CFO
- Land Use Engineer/**Asst. Zoning Officer**
- Director of Health, Youth and Community Services/Corner House
- Construction Official
- **Recreation Director**

Class IV (Division Directors) ~~82,500-107,500~~ **114,000**

- **Director of Public Works**
- ~~Assistant Superintendent Public Works~~
- ~~Assistant Superintendent Public Works/Arborist~~
- ~~Recreation Director~~
- ~~Health Officer~~
- Planning Director
- Director of Emergency Services

Class V (Division Managers) ~~80,000-100,000~~ **102,000**

- Assistant Engineer
- Assistant Superintendent Public Works
- Zoning Officer
- Court Administrator
- **Health Officer**
- Municipal Clerk
- Fire/~~Housing~~ **Official**
- Chief Information Officer
- Assessor

Class VI (Field Operations Specialists) ~~70,000-100,500~~ **104,000**

- Engineering Project Manager
- ~~Construction Manager~~
- Infrastructure/Operations Construction Manager
- Construction Code Inspectors /Sub-code Officials
- **Senior Network Engineer**

Class VII (Program Managers) ~~57,000-90,000~~

- Affordable Housing Manager
- Human Services Director
- Historic Preservation Officer/~~Assistant Zoning Officer~~
- Tax Collector
- Parking Supervisor
- Arborist
- Recreation Assistant Director
- ~~Development Compliance Official~~
- Director of Clinical Operations
- Call Center Manager
- **Housing Inspection Manager**

Class VIII (Program Specialists) ~~50,000-83,820~~ **85,520**

- CAD Design Manager
- CAD Design Inspector
- Senior Environmental Health Specialist
- Grant Development Coordinator

Class IX (Supervisors) ~~50,000-82,000~~ **88,000**

- Deputy Court Administrator
- Deputy Clerk
- Lead Mechanic
- Foreman (DPW, SOC, Buildings)
- Recreation Maintenance Foreman

Class X (Assistants Program and Operations) ~~42,000-72,500~~ **76,000**

- Assistant to the Municipal Clerk
- Planning Administrative Coordinator/Assistant to Planner
- Construction Engineer
- **Construction Inspector**
- Infrastructure/Operations Administrative
- Infrastructure/Operations Recycling
- **Zoning Administrative Coordinator**
- ~~Assistant to Zoning Officer / Board Secretary~~
- ~~Land Use Development Review Official~~
- Recreation Program Supervisors
- Customer Service Coordinator
- **Police Administrative Coordinator**

Class XI (Program Operations) ~~42,000-70,000~~ **72,000**

- Animal Control Officer
- Assistant Recreation Maintenance Foreman
- Fire Prevention Inspectors
- Parking Supervisory Support
- **Housing Inspector**

Class XII (Senior Technical Support) ~~40,000-73,660~~

- Technical Assistant to the Construction Official
- Environmental Health Inspector
- Purchasing Agent
- Bookkeeper
- IT Coordinator
- Human Resource Manager
- ~~Payroll & Benefits Coordinator~~
- ~~Rental Housing Support~~
- ~~Emergency Services Support~~
- Assistant to the Chief
- ~~Police Administrative Coordinator~~
- ~~Administrative Office Coordinator~~
- ~~Prevention Coordinator~~ **Director of Prevention Programs**

Class XIII (Technical Assistant) ~~40,000-60,000~~

- Deputy Tax Collector
- Assistant Assessor
- IT Tech
- Registrar
- Outreach Coordinator
- Clinicians
- Recreation Maintenance
- Parking Enforcement

Class XIV (Administrative Support)

~~45,000-60,000~~ **67,000**

- Recreation
- Finance
- Engineering
- Clerk
- Planning
- Construction
- **Police**
- **Fire Prevention**
- Administrative Assistants (steps 5-12)
- **Administrative Coordinator (steps 0-7)**

Class XV (Secretarial Support)

~~30,000-55,000~~ **56,000**

- Violations Records Clerks
- ~~Police Records Clerks~~
- Engineering
- Construction
- Recreation
- **Corner House**
- **Tax Collection**
- **Human Resources**
- **Emergency Management**
- **Housing Inspection**
- Secretary / Administrative Secretary (steps 0-12)
- Administrative Assistant (steps 0-4)

Unclassified

Judge
Crossing guards
Part time / Seasonal / Hourly / Per diem

2. The Administrator, with the approval of the Mayor and Princeton Council, may direct the payment of additional compensation.
3. Salaries and compensation to be effective as of January 1, 2015 unless currently applied.

The salaries and compensation provided for herein shall be effective as of January 1, 2015 or as currently applied for employees who were on the payroll as of the date of the final adoption of this ordinance.

4. Compensation of other personnel.

The salaries or compensation of any officers or employees for whom compensation is not fixed in this ordinance, or for whom compensation is not otherwise fixed by or pursuant to law, shall be fixed and determined by resolution of the Mayor and Council from time to time in such amounts as shall be commensurate with the nature and extent of their employment and the compensation hereinabove provided for similar personnel.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Engineering

RESOLUTION 15-114

Resolution in Support of DVRPC Competitive Congestion Mitigation and Air Quality (CMAQ) Program Grant Application for the Princeton Community Bike Share Program and Bicycle Infrastructure Improvement Project

ATTACHMENTS:

- Memo to Council (DOCX)
- CMAQ Grant Application Resolution (DOCX)

<p>RESULT: ADOPTED [UNANIMOUS]</p> <p>MOVER: Jo Butler, Councilwoman</p> <p>SECONDER: Lance Liverman, Councilman</p> <p>AYES: Howard, Crumiller, Liverman, Butler, Simon</p> <p>ABSENT: Bernard Miller</p>
--



Municipality of Princeton

*Municipal Building
400 Witherspoon Street
Princeton, NJ 08540-3496*

*Department of Community Development
Office of the Engineer
Telephone (609)921-7077
Fax: (609) 688-2026*

ROBERT V. KISER, P.E.
Director of Engineering

DATE: April 9, 2015

TO: Marc D. Dashield, Administrator

FROM: Deanna Stockton, P.E., Assistant Engineer

SUBJECT: **DVRPC Congestion Management and Air Quality (CMAQ) Grant Application Resolution of Commitment for Princeton Community Bike Share Program and Bicycle Infrastructure Improvement Project**

Princeton Engineering Department has submitted a grant application for the Delaware Valley Regional Planning Commission (DVRPC) 2015 Competitive Congestion Mitigation and Air Quality (CMAQ) Program for New Jersey. This program seeks to fund transportation related projects that can help the region reduce emissions from mobile sources and meet the National Ambient Air Quality Standards. Beginning in Fiscal Year 2016, DVRPC will make a total of \$3,600,000 available for projects in Burlington, Camden, Gloucester, and Mercer counties in New Jersey.

The project to be considered for the grant is entitled "Princeton Community Bike Share Program and Bicycle Infrastructure Improvements" and includes the following:

- Creation of a Princeton bike share program that incorporates and expands the previously-established Princeton Community Bike Rental Program at the Princeton Branch Station (The "Dinky" Station); and
- Installation of covered bicycle racks at various locations within Princeton; and
- Promotion of these improvements.

This project will be undertaken as a public-private partnership with Princeton University. The University's letter of commitment is included with the attached Princeton Council Resolution. The University agrees to fund the capital investment and operating expenses related to the bike share on University-owned properties.

The existing ten-bicycle Princeton Community Bike Rental program was launched by Princeton University at the Princeton Branch "Dinky" Station in November 2014 as a pilot program through a one-year contract. The rental bikes are housed at University-provided racks in a covered bike storage area. The bike share vendor provides the bikes, sharing technology, maintenance, insurance, network management and 24/7 rider support. More information on this program is available at <http://zagster.com/princeton/>.

If a grant is received, the Municipality of Princeton and Princeton University plan to implement the bike share system and bicycle infrastructure improvements in the following way:

- Locate up to fifty (50) additional bicycles at up to two (2) new University campus locations and five (5) municipal locations.
- Install covered bike shelters and bike racks at each municipal bike share location.
- Undertake a joint advertising and education campaign to promote the Princeton Community Bike Share program.

The estimated cost of the bike share program including covered bike parking is broken down as follows:

Item	Municipal Cost (Eligible for CMAQ Grant)	University Cost (Ineligible / Matching Cost)
Bike Share Program	\$69,000	\$60,000
Covered Bicycle Parking	\$100,000	\$40,000
Promotion	\$27,000	\$800
Total	\$196,000	\$100,800

The grant guidance indicates that award notifications will be sent out in August 2015. If successful, we propose a schedule that provides for a September 2016 launch for the bike share program. Please note, this is a reimbursable grant; the municipal cost of \$196,000.00 must be included in the 2016 municipal capital budget. Estimated annual operating expenses for the municipality are expected to be in the range of \$50,000 to \$75,000 per year; Sandy Webb, Princeton CFO, has confirmed that funds are available to cover the annual operating costs of the bike share program.

Princeton Council's consideration of the attached resolution of support at the April 13, 2015 meeting is appreciated.

Sincerely,



Deanna Stockton, P.E.
Assistant Municipal Engineer

Attachment

- c: Mayor and Council
Linda S. McDermott, Municipal Clerk
Robert V. Kiser, P.E., Municipal Engineer
Steve Kruse, Pedestrian and Bicycle Advisory Committee Chair
Robert Altman, Traffic and Transportation Committee Chair
Kristin Appelget, Princeton University
Kim E. Jackson, Princeton University

File

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Z:\Bike Share\DVRPC CMAQ Grant\Memo to Council.docx

**RESOLUTION NO. 2015-
OF THE MAYOR AND COUNCIL OF THE MUNICIPALITY OF PRINCETON
COMMITMENT TO OWN, OPERATE AND MAINTAIN PRINCETON COMMUNITY BIKE SHARE
PROGRAM AND BICYCLE INFRASTRUCTURE IMPROVEMENTS**

WHEREAS, the DVRPC has set aside \$3,600,000 through its Competitive Congestion Mitigation and Air Quality Improvement (CMAQ) Program to fund transportation-related projects that can help the region reduce emissions from mobile sources and meet the National Ambient Air Quality Standards; and

WHEREAS, eligible projects may include bicycle and pedestrian projects, transit improvement programs, congestion reduction and traffic flow improvements, diesel retrofit and repower projects, freight projects, and funding of transportation demand management programs; and

WHEREAS, public agencies and public-private partnerships with a public agency sponsor are eligible to apply for the Competitive CMAQ Program funds; and

WHEREAS, Princeton University created a cost-effective Princeton Community Bike Rental Program at the Princeton Station in November 2014; and

WHEREAS, Princeton University has submitted the attached letter of support (“Exhibit 1”) for a public-private partnership with Princeton to expand the bike rental program into a “Smart-Bike” bike share program that spans both the university campus and the municipality.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of Princeton formally endorse and support the Princeton Community Bike Share Program and Bicycle Infrastructure Improvements project.

BE IT FURTHER RESOLVED that the Mayor and Council of Princeton commit to entering into a formal agreement with Princeton University prior to the implementation of the project. Said agreement will specify the roles and responsibilities of Princeton and the University, cost-sharing of capital and operating expenses, and disposition of the project should the terms of agreement be changed.

BE IT FURTHER RESOLVED that Princeton commits to own, operate and maintain the Bike Share Program and Bicycle Infrastructure Improvements within the municipality of Princeton.

BE IT FURTHER RESOLVED that Princeton commits to budget \$196,000 for the capital infrastructure and first-year operating costs associated with the project, with the understanding that the CMAQ funds are reimbursed after receiving federal authorization and approval to proceed with the project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the municipality of Princeton and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

My signature and the Clerk's seal serve to acknowledge the above resolution and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL _____
(Clerk)

(Mayor)

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Mrs. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								

I, Linda S. McDermott, Clerk of the Municipality of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Municipality at a meeting held April 13, 2015.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Municipality, this _____.

Linda S. McDermott Municipal Clerk

"Exhibit 1"



Kristin S. Appelget
Director, Community and Regional Affairs

Erin A. Metro
Associate Director, Community Relations

Office of Community and Regional Affairs
4 Mercer Street
Princeton, New Jersey 08540
Tel 609.258.3204
Fax 609.258.9000

April 7, 2015

Honorable Liz Lempert
Princeton
400 Witherspoon Street
Princeton, New Jersey 08540

Re: Municipality of Princeton Grant Application for Princeton Community Bike Share Program and Bicycle Infrastructure Improvement Project

Dear Mayor Lempert:

A handwritten signature in blue ink, appearing to read "Liz", written over the name "Lempert" in the salutation.

On behalf of Princeton University, I am writing in support of the Municipality of Princeton's grant application for the Princeton Community Bike Share Program and Bicycle Infrastructure Improvement Project.

As you are aware, Princeton University established a pilot bike share program at the Princeton Station upon the opening of the new station location in November 2014. Ten bikes are currently available to the public as part of this pilot phase. Information about the Princeton Bike Share is available at <http://zagster.com/princeton>.

We support the municipality's application for grant funding to establish additional bike stations in the community as a complement to the bike share location at Princeton Station. We believe this would expand access to bikes in the community and overall bike ridership. If the municipality's application is approved, concurrent with the community undertaking, the University would expand its program by adding, at University expense, two additional bike stations on the University campus.

The bike share program is an excellent example of a potential public-private partnership. Our hope is that a cooperative investment by the municipality and the University will over time encourage other Princeton-based organizations and businesses to invest and participate in the project and to ultimately expand the use of bikes for both transportation and recreation in Princeton.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kristin S. Appelget", written over the name "Kristin S. Appelget" in the typed signature block.

Kristin S. Appelget
Director
Community and Regional Affairs

Cc: Robert V. Kiser, P.E., Princeton Municipal Engineer
Deanna Stockton, P.E., Princeton Municipal Assistant Engineer
Kim Jackson, Princeton University Transportation and Parking



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

RESOLUTION 15-115

Historic Preservation Commission Supporting the Request for Proposal and Funding for an Historic District Designation Report of the Witherspoon-Jackson Neighborhood, \$35,000.

ATTACHMENTS:

- HPC Res (PDF)

<p>RESULT: ADOPTED [UNANIMOUS]</p> <p>MOVER: Lance Liverman, Councilman</p> <p>SECONDER: Jenny Crumiller, Councilwoman</p> <p>AYES: Howard, Crumiller, Liverman, Butler, Simon</p> <p>ABSENT: Bernard Miller</p>
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**PRINCETON HISTORIC PRESERVATION COMMISSION
RESOLUTION
SUPPORTING THE REQUEST FOR PROPOSAL (RFP) AND FUNDING
FOR AN HISTORIC DISTRICT DESIGNATION REPORT
OF THE WITHERSPOON-JACKSON NEIGHBORHOOD**

WHEREAS, the Princeton Historic Preservation Commission (“HPC”) is responsible for investigating and making recommendations to the Mayor and Council of Princeton with regard to establishing historic districts within the Princeton community in accordance with Section 10B-392 of the Princeton Land Use Ordinance; and

WHEREAS, HPC at its meetings on January 12, 2015, February 9, 2015 and March 9, 2015 discussed the process that should be followed to designate the Witherspoon-Jackson Neighborhood as an historic district; and

WHEREAS, HPC recommends that a consultant be retained to assist HPC with the following concerning the potential designation of the Witherspoon-Jackson Neighborhood Historic District:

- A. Assist HPC as it reviews materials previously gathered including relevant materials that were submitted to the New Jersey State Historic Preservation Office in 1994 as well as the streetscape surveys which have been prepared of many of the historic structures located in the Witherspoon-Jackson neighborhood; and
- B. Undertake additional historic research/field work to document and prepare a report including a statement of significance; and
- C. Prepare a recommendation as to the geographic area that should be included in this historic district; and

D. Assist in facilitating informal meetings by members of HPC with residents within the proposed Witherspoon-Jackson Neighborhood District; and

WHEREAS, HPC believes that a request for proposal (“RFP”) should be authorized for a sum not to exceed \$35,000.00 to assist HPC with the potential designation of a local historic district for the Witherspoon-Jackson neighborhood.

NOW THEREFORE BE IT RESOLVED by the Princeton Historic Preservation Commission that the Commission hereby recommends to the Mayor and Council of Princeton the following:

1. That the Mayor and Council authorize the Commission to prepare an RFP in order to retain a consultant to assist the Commission with the creation of a local historic district designation report for the Witherspoon-Jackson neighborhood.
2. That a sum not to exceed \$35,000.00 be made available to the Commission for the said consultant.

CERTIFICATION

The undersigned secretary to the Princeton Historic Preservation Commission does hereby certify that the foregoing resolution was considered and adopted by the Commission at its regular meeting held on the 9th day of March, 2015.


Historic Preservation Secretary



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Planning

RESOLUTION 15-116

**Shared Service Agreement Between Princeton and Stony Brook
Regional Sewage Authority for Solar Energy**

ATTACHMENTS:

- memo and shared service (PDF)
- Res SBRSA Shared Services (DOCX)

<p>RESULT: ADOPTED [UNANIMOUS]</p> <p>MOVER: Jo Butler, Councilwoman</p> <p>SECONDER: Jenny Crumiller, Councilwoman</p> <p>AYES: Howard, Crumiller, Liverman, Butler, Simon</p> <p>ABSENT: Bernard Miller</p>



Municipality of Princeton
Department of Community Development
Office of Planning

Princeton Municipal Building
400 Witherspoon Street
Princeton, NJ 08540

609-924-5366
609-688-2032 (fax)

MEMORANDUM

TO: Marc Dashield, Administrator

FROM: Lee Solow, Director of Planning *Lee*

DATE: March 30, 2015

SUBJECT: Shared Service Agreement between Princeton and the Stony Brook Regional Sewerage Authority for Solar Energy

At their meeting of March 23, 2015 the Stony Brook Regional Sewerage Authority (SBRSA) adopted the attached shared service agreement to authorize Princeton to undertake a procurement process by issuing a request for proposals for a developer of a photovoltaic system to be located on Princeton's landfill and for the sale of electricity from the system to SBRSA at reduced rates. Princeton should also adopt the shared service agreement. Once the agreement is adopted by Princeton the request for proposals will be issued.

Attachment

Cc: R. Kiser, PE, Municipal Engineer
L. McDermott, Clerk
T. Cecil, Esq.
K. Monzo, Assistant Administrator
S. Webb, CFO

SHARED SERVICES AGREEMENT

Between the

PRINCETON

And

STONY BROOK REGIONAL SEWERAGE AUTHORITY

THIS AGREEMENT (“AGREEMENT”) is made by and between **PRINCETON**, a body corporate and politic of the State of New Jersey, having offices at 400 Witherspoon Street, Princeton, New Jersey 08540, hereinafter referred to as “**PRINCETON**,” and **STONY BROOK REGIONAL SEWERAGE AUTHORITY**, a body corporate and politic of the State of New Jersey, having offices at 290 River Road, Princeton, New Jersey 08540, hereinafter referred to as the “**SBRSA**.” **PRINCETON** and the **SBRSA** are hereinafter referred to collectively as “the Parties.”

WITNESSETH:

WHEREAS, **SBRSA** owns and operates a wastewater treatment facility (the “**SBRSA Facility**”) located within **PRINCETON**; and

WHEREAS, **PRINCETON** discharges wastewater to the **SBRSA Facility** for treatment and is a Participant of **SBRSA**; and

WHEREAS, **SBRSA** is interested in seeking proposals from qualified firms to provide solar renewable energy at a sufficient cost savings to **SBRSA** to satisfy a portion of the energy needs of the **SBRSA Facility**; and

WHEREAS, **SBRSA**’s Facility does not offer a suitable location for the placement of solar facilities of any significant size or production capability; and

WHEREAS, **PRINCETON** owns certain open space located on a properly closed landfill adjacent to **SBRSA**’s Facility; and

WHEREAS, **PRINCETON** desires to work with **SBRSA** to assist **SBRSA** in obtaining a solar renewable energy opportunity for the **SBRSA Facility**, which would indirectly benefit **PRINCETON** via a reduction in fees paid to **SBRSA** as a result of lower energy costs for the **SBRSA Facility**, and **SBRSA** desires to work with **PRINCETON** for the provision of solar renewable energy provided a sufficient cost savings can be achieved; and

WHEREAS, in accord with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, **SBRSA** would like to authorize **PRINCETON** to undertake a procurement process pursuant to competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (LPCL) by issuing a “Request for Proposals for a Developer of Photovoltaic Systems for the Stony Brook Regional Sewerage Authority” (the “**RFP**”) seeking a developer (“**Solar**

Developer”) for a solar renewable energy project to be located on PRINCETON’s landfill, and for the sale of electricity to SBRSA at reduced rates; and

WHEREAS, PRINCETON, and it’s team of professionals, is prepared to develop and administer the RFP, evaluate proposals, develop an evaluation report and present the results of the evaluation to SBRSA and PRINCETON for review and consideration; and

WHEREAS, SBRSA desires to authorize its participation in the procurement process to be undertaken by the PRINCETON; and

WHEREAS, the Parties desire that, in addition to the services provided by PRINCETON in issuing the RFP and evaluating proposals, PRINCETON shall provide the SBRSA with construction and project management services in connection with the solar renewable energy project, as well as, the implementation of a Power Purchase Agreement with the Successful Respondent (collectively, the “Services”); and

WHEREAS, SBRSA desires to authorize the execution of an agreement with PRINCETON for the Services; and

WHEREAS, PRINCETON has the experience and expertise to efficiently and economically provide the Services required by SBRSA; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), PRINCETON and SBRSA are each authorized to enter into this Agreement without public advertising for bids; and

WHEREAS, each of the above Parties has adopted a resolution authorizing the execution of this Agreement,

NOW, THEREFORE, the Parties agree as follows:

1. **Recitals Incorporated**: The recitals set forth above are incorporated into this Agreement as if set forth at length herein.
2. **Services** – The Services rendered or to be rendered by PRINCETON to the SBRSA include the following:
 - A. **Development and Administration of the RFP** – PRINCETON will develop a competitive contracting RFP that will, pursuant to competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (LPCL), request proposals from Solar Developers for the financing, design, construction, installation, operation and maintenance of Renewable Energy Projects to be located on the PRINCETON’s landfill, and for the sale of electricity to the SBRSA, designed to result in a sufficient cost savings equal to at least 10% below the solar price to compare as calculated by Princeton’s professional energy consultant prior to the issuance of the RFP. The RFP will include several proposal options.

B. Evaluation of Proposals – PRINCETON will review the proposals on behalf of the SBRSA, as follows:

- i. Interviews – PRINCETON will conduct interviews with all firms submitting a responsive proposal, during which proposers will be permitted to clarify their responses, consistent with law.
- ii. Matrix Scoring – PRINCETON will develop and utilize a scoring matrix to evaluate all proposals received. The scoring matrix will be used by PRINCETON and SBRSA to evaluate and weight each of the criteria contained in the RFP, as well as, each proposer’s performance in the interview process.
- iii. Evaluation Report – Following the proposal evaluation process, PRINCETON will prepare an evaluation report. This evaluation report will address legal, technical and financial aspects of each responsive proposal and recommend the Successful Respondent. The Evaluation Report will be forwarded to SBRSA for SBRSA’s review and consideration.
- iv. Selection of Successful Respondent – Upon receipt of the Evaluation Report, PRINCETON and SBRSA shall mutually agree upon the designation of a Successful Respondent.

C. Development of Power Purchase Agreement (“PPA”), and Site Lease Agreement – PRINCETON will lead the effort to finalize the PPA to be executed by SBRSA, the Successful Respondent as agreed to between SBRSA and PRINCETON, and a and Site Lease to be executed by the Successful Respondent and PRINCETON. It is understood that SBRSA reserves the right not to execute a Power Purchase Agreement.

- i. PPA – The PPA will set forth the energy rate proposed by Successful Respondent for the energy generated by the solar renewable energy project resulting in direct and certain budgetary savings to the SBRSA. The PPA will require the Successful Respondent to, among other things, fund all costs, and to design, permit, construct, own, operate and maintain the solar renewable energy project with no upfront costs to the SBRSA. The PPA will also address electricity output guarantees, insurance, and construction scheduling and bonding requirements satisfactory to SBRSA and PRINCETON.
- ii. Site Lease Agreement – The Site Lease Agreement will require PRINCETON to grant access to the Successful Respondent so that the Successful Respondent may construct, operate, and maintain the solar renewable energy project at the PRINCETON landfill property and pay to PRINCETON an annual lease payment.

- D. **Construction and Project Management Services** – PRINCETON will act as a liaison between the Successful Respondent and SBRSA regarding design, construction, installation, and management of the solar renewable energy project. PRINCETON will provide advisory services, including coordinating and running weekly project status meetings during the construction phase, and providing SBRSA with periodic status reports on the timing of the solar renewable energy project from the pre-construction meeting through project close-out.
- E. **Removal and/or Replacement** – Upon expiration or earlier termination of the PPA, unless SBRSA chooses to purchase the solar renewable energy project, the Successful Respondent will be required to remove the solar renewable energy project from the PRINCETON landfill property. The preparation of any document required to formalize the removal of the solar renewable energy project shall be provided by Successful Respondent and subject to the approval of PRINCETON and SBRSA. The Successful Respondent will also be authorized under the PPA, subsequent to the further approval by duly authorized resolution of the respective governing bodies of PRINCETON and SBRSA, to replace and/or upgrade the solar renewable energy project utilizing then currently available technology.
3. **Compensation:** PRINCETON agrees to provide the Services herein to SBRSA in exchange for the sum of One (\$1.00) Dollar, in hand paid, and other good and valuable consideration.
4. **Effective Date:** This Agreement will become effective upon the execution of this Agreement and adoption by the Parties of similar resolutions approving the terms and conditions of this Agreement.
5. **Term:** The term of this Agreement shall be for a period not to exceed seventeen (17) years, but shall automatically renew for successive terms of one (1) year, unless terminated as provided herein or extended by the Parties.
6. **Termination:** This Agreement may be terminated by either party upon sixty (60) days' written notice without cause.
7. **Obligation of the Parties:** Each of the Parties agrees to fully fund its obligations pursuant to this Agreement and to make such budget appropriations and adopt such resolutions, pursuant to the laws of the State of New Jersey, as are reasonably necessary, to provide such funds.
8. **Compliance with Statutes, Rules and Regulations:** Each of the Parties is responsible for compliance with such statute, rules and regulations as may be applicable to it during the term of this Agreement.

9. **Counterparts:** This Agreement may be executed in counterpart, the integration of all signature pages constituting the final agreement hereto.
10. **Entire Agreement:** This Agreement, including any exhibits or documents incorporated by reference, contains the entire agreement between the Parties and supersedes any prior agreements of the parties with respect to its subject matter. This Agreement may only be altered by a written amendment signed by both Parties and approved by resolution duly adopted by the governing bodies of each of the Parties.
11. **Provisions of Law:** All provisions of law which are not enumerated in the Agreement, but which are required to be made a part of this Agreement are hereby deemed incorporated herein. The Parties' performance hereunder shall be subject to and in conformance with all applicable laws, rules and regulations.
12. **Severability:** If any term or condition of this Agreement or application thereof shall be determined to be contrary to the laws of State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.
13. **Transferability of Interest:** Neither Party shall subcontract, assign, or otherwise transfer its interests in this Agreement without the written consent of the other Party, except that SBRSA recognizes that PRINCETON shall perform the services required by this Agreement through the use of its professionals and consultants.
14. **Affirmative Action Requirements:** During the performance of this contract, the Parties agree to comply with the requirements of EXHIBIT A TO CONTRACT; MANDATORY EQUAL OPPORTUNITY LANGUAGE, annexed hereto.
15. **Local Government Services Filing:** Upon execution of this Agreement, a duly authorized copy will be placed on file, for informational purposes only, with the Director of Local Government Service of the New Jersey Department of Community Affairs pursuant to N.J.S.A. 40A:65-4(b).

IN WITNESS WHEREOF, the parties have, through the appropriate officials thereof, executed and sealed this shared services agreement on this _____ day of April

2015.

ATTEST:

PRINCETON

By: _____

By: _____

ATTEST:

**STONY BROOK REGIONAL
SEWERAGE AUTHORITY**

By: _____

By: _____

EXHIBIT A TO AGREEMENT

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
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS
AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

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 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, 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 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 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 without regard to age, 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; OR
Certificate of Employee Information Report; OR
Employee Information Report Form AA302

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

RESOLUTION
OF THE MAYOR AND COUNCIL OF PRINCETON

WHEREAS, The Stony Brook Regional Sewerage Authority (SBRSA) owns and operates a wastewater treatment facility located within Princeton; and

WHEREAS, Princeton discharges wastewater to the SBRSA Facility for treatment and is a Participant of SBRSA; and

WHEREAS, Princeton desires to work with SBRSA to assist SBRSA in obtaining a solar renewable energy opportunity for the SBRSA Facility;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Clerk are hereby authorized to sign a shared services agreement between Princeton and the Stony Brook Regional Sewerage Authority.

I, Linda S. McDermott, Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by Mayor and Council of Princeton at its meeting held April 13, 2015.

Linda S. McDermott
Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Engineering

RESOLUTION 15-117

Resolution Amending Previous Shared Services Agreement with the Township of Montgomery for Repairs of Cherry Valley Road in the Amount of \$68,400.00

ATTACHMENTS:

- Cherry Valley Rd Repairs Amended Shared Services Agreement with Montgomery Twp (PDF)

<p>RESULT: ADOPTED [UNANIMOUS]</p> <p>MOVER: Jenny Crumiller, Councilwoman</p> <p>SECONDER: Patrick Simon, Councilman</p> <p>AYES: Howard, Crumiller, Liverman, Butler, Simon</p> <p>ABSENT: Bernard Miller</p>



Municipality of Princeton

*Municipal Building
400 Witherspoon Street
Princeton, NJ 08540-3496*

*Department of Community Development
Office of the Engineer
Telephone (609)921-7077
Fax: (609) 688-2027*

*ROBERT V. KISER, P.E.
Director of Engineering*

MEMORANDUM

TO: Marc Dashield, Administrator

FROM: Robert V. Kiser, P.E., Director of Engineering

DATE: April 7, 2015

SUBJECT: **Cherry Valley Road Repairs
Amended Shared Services Agreement with Montgomery Township**

Princeton and Montgomery Township (Montgomery) have worked together over the last fifteen (15) years completing various improvement projects on Cherry Valley Road that is the joint boundary of the two (2) municipalities and Mercer and Somerset Counties.

The sections of Cherry Valley Road that have not been improved have deteriorated significantly over this past winter. As a result, both Princeton and Montgomery are separately having Top Line Construction complete urgently needed repairs on each municipality's section of the road for maintenance purposes. Montgomery is responsible for the eastern section of the road between the Transco easement and Route 206 while Princeton is responsible for the western section between the Transco easement and Province Line Road.

Montgomery has requested that Princeton supply bituminous materials for the necessary repairs, the cost for which will be reimbursed to Princeton upon the completion of the work.

It is estimated that up to 1,200 tons of I-2 bituminous material will be required for the Montgomery repairs. Based on Princeton's contract price of \$57.00 per ton that would amount to a total cost of \$68,400.00.

In consideration of the above, it is recommended that the Princeton Council approve the attached resolution and amended shared services agreement with Montgomery that provides for Princeton furnishing and being reimbursed by Montgomery for up to \$68,400.00 of bituminous materials so that the urgently needed repair work may proceed.

Please contact me if you have any questions.

Robert V. Kiser, P.E., Director of Engineering

RVK/cc

c: Gail Smith, P.E., Montgomery Township Engineer
Linda McDermott, Municipal Clerk
Trishka W. Cecil, Municipal Attorney
Kathy Monzo, Deputy Administrator/Director of Finance
Sandy Webb, CFO
Deanna Stockton, P.E., Assistant Municipal Engineer
Robert Hough, P.E., Manager of Infrastructure and Operations
Richard Decker, Inspector
File

**RESOLUTION #2015-
OF THE MAYOR AND COUNCIL OF THE MUNICIPALITY OF PRINCETON
AMENDING PREVIOUS SHARED SERVICES AGREEMENT WITH THE TOWNSHIP
OF MONTGOMERY FOR REPAIRS OF CHERRY VALLEY ROAD**

WHEREAS, Cherry Valley Road serves as a boundary between Princeton, Mercer County, and the Township of Montgomery, Somerset County, and is in need of improvement; and

WHEREAS, Princeton and the Township of Montgomery entered into a Shared Services Agreement in the amount of \$40,000.00 on the 10th day of September, 2012 in order to begin an engineering study to determine what additional traffic safety improvements are warranted along Cherry Valley Road a distance of approximately two thousand two hundred and fifty (2,250 LF) linear feet from Cherry Hill Road to the recently completed Jefferson Curve improvements; and

WHEREAS, Princeton and the Township of Montgomery entered into an amended Shared Services Agreement in the amount of \$60,000.00 on the 14th of July, 2014 in order to retain engineering, land surveying, environmental and land appraisal firms to prepare a geotechnical report, structural retaining wall design plans and land dedication documents for additional right-of-way, and provide permitting assistance for this section of Cherry Valley Road; and

WHEREAS, sections of Cherry Valley Road are in need of significant repairs and both Princeton and Montgomery are separately having Top Line Construction complete the repairs on each municipality's section of the road for maintenance purposes and Montgomery has requested that Princeton supply the bituminous materials for the necessary repairs, the cost for which will be reimbursed to Princeton upon the completion of the work; and

WHEREAS, the New Jersey Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 authorizes and encourages local government units to join together to provide services in such a fashion so as to reduce expenses to taxpayers; and

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

1. The Mayor and Clerk of Princeton are hereby authorized and directed to enter into an amended Shared Services Agreement with the Township of Montgomery to have Princeton supply the bituminous materials for the necessary repairs, the cost for which will be reimbursed to Princeton upon the completion of the work. It is estimated that up to 1,200 tons of I-2 bituminous material will be required for the Montgomery repairs. Based on Princeton's contract price of \$57.00 per ton that would amount to a total cost of \$68,400.00. The Agreement authorized by this Resolution is on file in the office of the Municipal Clerk and may be inspected during regular office hours.

2. This Resolution shall take effect upon the adoption of a reciprocal Resolution by the Township of Montgomery.

3. Pursuant to N.J S.A. 40A:66-4 et seq., a copy of this Resolution and the Agreement hereby authorized shall be authorized to the New Jersey Department of Community Affairs, Division of Local Government Services and to the Clerk of the Township of Montgomery, Somerset County, New Jersey upon its adoption.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Mrs. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								
<p>I, Linda S. McDermott, Clerk of the Municipality of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Municipality at a meeting held April 13, 2015.</p> <p>IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Municipality, this April _____, 2015.</p>								
<p>_____ Linda S. McDermott Municipal Clerk</p>								

SHARED SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of April, 2015 by and between the MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as "PRINCETON") and the TOWNSHIP OF MONTGOMERY, a municipal corporation of the State of New Jersey, 2261 Route 206, Belle Mead, New Jersey 08502 (hereinafter referred to as "MONTGOMERY".)

WITNESSETH;

WHEREAS, PRINCETON and MONTGOMERY share a common boundary along Cherry Valley Road; and

WHEREAS, PRINCETON and MONTGOMERY entered into a Shared Services Agreement on the 10th day of September, 2012, in order to begin an engineering study to determine what additional traffic safety improvements are warranted along portions of Cherry Valley Road; and

WHEREAS, PRINCETON and MONTGOMERY entered into an Amended Shared Services Agreement on the 14th day of July 2014, in order to have additional environmental, geotechnical, structural design, land appraisal and additional land surveying services in order to obtain the necessary permits and prepare the final construction plans and specifications for this section of Cherry Valley Road; and

WHEREAS, PRINCETON and MONTGOMERY wish to have Top Line Top Line Construction complete repairs on each municipality's section of the road for maintenance purposes and Montgomery has requested that Princeton supply the bituminous materials for the repairs that Montgomery is responsible for, the cost for which will be determined by the two (2) Municipal Engineering Departments and reimbursed to Princeton upon the completion of the repairs; and

WHEREAS, the New Jersey Uniform Shared Services and Consolidation Act, *N.J.S.A.* 40A:65-1 authorizes and encourages local government units to join together to provide services in such a fashion so as to reduce expenses to taxpayers; and

WHEREAS, PRINCETON and MONTGOMERY have adopted reciprocal Resolutions authorizing the sharing of the cost for the WORK.

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

1. PRINCETON agrees to supply the bituminous materials for the necessary repairs. It is estimated that up to 1,200 tons of I-2 bituminous material will be required for the Montgomery repairs. Based on Princeton's contract price of \$57.00 per ton, which would amount to a total cost of \$68,400.00.
2. MONTGOMERY agrees to reimburse PRINCETON for the documented quantity and cost per ton for the bituminous materials utilized up to a maximum amount of \$68,400.00.

3. Pursuant to *N.J.S.A. 40A:65-9*, all Contracts awarded for the purchase of bituminous material shall be awarded in accordance with the requirements of the New Jersey Local Public Contract Law, *N.J.S.A. 40A:11-1 et seq.*
4. Pursuant to *N.J.S.A. 40A:65-4(b)*, this Shared Services Agreement and a copy of the Resolution authorizing same shall be filed, for informational purposes, with the New Jersey Division of Local Government Services, New Jersey Department of Community Affairs, 101 South Broad Street, Trenton, New Jersey 08625-0813.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and date first written above.

ATTEST:

PRINCETON

Linda S. McDermott, Clerk

Liz Lempert, Mayor

ATTEST:

TOWNSHIP OF MONTGOMERY

Donna Kukla, Clerk

Christine Madrid, Mayor



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Planning

RESOLUTION 15-118

**State of New Jersey Department of Environmental Protection Green
Acres Program Enabling Resolution**

ATTACHMENTS:

- memo and reso green acres (PDF)

<p>RESULT: ADOPTED [UNANIMOUS]</p> <p>MOVER: Patrick Simon, Councilman</p> <p>SECONDER: Heather Howard, Councilwoman</p> <p>AYES: Howard, Crumiller, Liverman, Butler, Simon</p> <p>ABSENT: Bernard Miller</p>
--



Municipality of Princeton
Department of Community Development
Office of Planning

Princeton Municipal Building
400 Witherspoon Street
Princeton, NJ 08540

609-924-5366
609-688-2032 (fax)

MEMORANDUM

TO: Marc Dashield, Administrator
FROM: Lee Solow, Director of Planning *Lee*
DATE: March 30, 2015
SUBJECT: Enabling Resolution for Green Acres Program

Attached please find an enabling resolution which authorizes the Mayor to sign a grant agreement which will provide \$325,000 in grant funds to Princeton as reimbursement for various open space acquisition. With this award Princeton will have received over five million dollars from Green Acres for various acquisition projects. Funding has been provided for the acquisition of Farm View Fields, Greenway Meadows, portions of Tusculum and for the preservation of portions of Coventry Farms.

Once the resolution is adopted please provide this office with a signed copy that I can attach to the grant agreement and complete processing the application.

Attachment

Cc: R. Kiser, PE, Municipal Engineer
L. McDermott, Clerk
T. Cecil, Esq.
K. Monzo, Assistant Administrator
S. Webb, CFO

**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM**

ENABLING RESOLUTION

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition and development of lands for outdoor recreation and conservation purposes; and,

WHEREAS, the Municipality of Princeton desires to further the public interest by obtaining a grant of \$325,000 from the State to fund the following project(s):

Project #1110-00-054/Princeton Open Space Acquisition

NOW, THEREFORE, the governing body resolves that Liz Lempert, Mayor or the successor to the office of Mayor is hereby authorized to:

- (a) make application for such a loan and/or such a grant
- (b) provide additional application information and furnish such documents as may be required
- (c) act as the authorized correspondent of the above named applicant, and

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State's funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above named project;

NOW, THEREFORE, BE IT RESOLVED BY THE PRINCETON COUNCIL THAT:

1. That Liz Lempert, Mayor of the above named body is hereby authorized to execute an agreement and any amendment thereto with the State known as Princeton Open Space Acquisition; and,
2. The applicant has its matching share of the project, if a match is required, in the amount of \$0.00.
3. In the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project; and,
4. The applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project.
5. That this resolution shall take effect immediately.

CERTIFICATION

I, Linda S. McDermott do hereby certify that the foregoing is a true copy of a resolution adopted by Princeton Council at a meeting held on the ____ day of _____, 2015.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this ____ day of _____, 2015.

Linda McDermott, RMC
Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Planning

RESOLUTION 15-119

Resolution Authorizing Submission of a Grant Application for the Mercer County Open Space Assistance Program for 31-33 Lytle Street; Block 15.02, Lots 71 & 72

ATTACHMENTS:

- memo and reso (PDF)

<p>RESULT: ADOPTED [4 TO 1]</p> <p>MOVER: Lance Liverman, Councilman</p> <p>SECONDER: Jo Butler, Councilwoman</p> <p>AYES: Heather Howard, Jenny Crumiller, Lance Liverman, Jo Butler</p> <p>NAYS: Patrick Simon</p> <p>ABSENT: Bernard Miller</p>



Municipality of Princeton
Department of Community Development
Office of Planning

Princeton Municipal Building
400 Witherspoon Street
Princeton, NJ 08540

609-924-5366
609-688-2032 (fax)

MEMORANDUM

TO: Marc Dashield, Administrator

FROM: Lee Solow, Director of Planning ^{lee}

DATE: March 30, 2015

SUBJECT: Resolution Authorizing Submission of Mercer County Open Space Assistance Grant Application for 31-33 Lytle Street

Attached please find a resolution which authorizes the submission of a grant application to Mercer County for the acquisition of 31-33 Lytle Street. The Mercer County Open Space Assistance Grant program provides funding for 50% of the certified market value of the property.

Attachment

Cc: R. Kiser, PE, Municipal Engineer
L. McDermott, Clerk
T. Cecil, Esq.
K. Monzo, Assistant Administrator
S. Webb, CFO

RESOLUTION

**MUNICIPALITY OF PRINCETON
COUNTY OF MERCER, NEW JERSEY**

**RESOLUTION AUTHORIZATION SUBMISSION OF A GRANT
APPLICATION FOR THE MERCER COUNTY OPEN SPACE ASSISTANCE
PROGRAM FOR 31-33 LYTLE STREET; BLOCK 15.02, LOTS 71 & 72**

WHEREAS, 31-33 Lytle Street consists of 5,400 sq. ft. of land adjacent to Mary Moss Park; and

WHEREAS, Princeton desires to expand Mary Moss Park and provide additional open space and recreational opportunity to one of the most densely populated areas of Princeton; and

WHEREAS, the Mercer County Open Space Assistance Program offers a grant for acquisition of open space, offering a maximum amount of 50% of the certified market value; and

WHEREAS, Princeton desires to acquire the aforementioned property utilizing the Open Space Assistance Program and Princeton Open Space funds;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of Princeton, County of Mercer, State of New Jersey, that the proper officials of Princeton are hereby authorized to submit a grant application for the Mercer County Open Space Assistance Program.

BE IT FURTHER RESOLVED by the Mayor and Council of Princeton that the proper officials of Princeton are authorized to sign the grant agreement and that their signatures constitutes acceptance of the terms and conditions of the grant agreement.

CERTIFICATION

I, Linda S. McDermott, Municipal Clerk of Princeton, County of Mercer, State of New Jersey hereby certifies that the foregoing Resolution was adopted by the Princeton Council at its regular meeting held on the ____ day of _____, 2015.

Linda McDermott
Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Engineering

RESOLUTION 15-120

**Professional Services Agreement - Shuttle Service Administration
Services Greater Mercer TMA, Inc. Not to Exceed Amount of
\$5,520.00**

ATTACHMENTS:

- Greater Mercer TMA NTE \$5,520 - PSA (PDF)
- Greater Mercer TMA - Resolution (PDF)
- Greater Mercer TMA - agreement (PDF)
- Greater Mercer TMA - proposal (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jo Butler, Councilwoman
SECONDER:	Patrick Simon, Councilman
AYES:	Howard, Crumiller, Liverman, Butler, Simon
ABSENT:	Bernard Miller



Municipality of Princeton

*Municipal Building
400 Witherspoon Street
Princeton, NJ 08540-3496*

*Department of Community Development
Office of the Engineer
Telephone (609)921-7077
Fax: (609) 688-2027*

ROBERT V. KISER, P.E.
Municipal Engineer

To: Marc A. Dashfield, Administrator

From: Robert V. Kiser, P.E., Municipal Engineer *RVK*

**Subject: PSA – Shuttle Service Administration Services – Greater Mercer TMA, Inc. -
NTE \$5,520.00**

Date: April 7, 2015

It is recommended that a Professional Services Agreement (PSA) be entered into with Greater Mercer TMA, Inc. for Shuttle Service Administration services for the twelve-month period from January 1 through December 31, 2015 at a cost of \$460.00 per month. These services are related to the Princeton freeB shuttle, and began with the Daytime Neighborhood Route in March, 2012. These services were extended through December 2014 to also include the Route to the Dinky Station. By having Greater Mercer TMA continue in this capacity, a number of tasks for overseeing the operations of the freeB for the peak-hour and mid-day service have primarily been centralized under one organization. This continues to be most helpful as the Municipal Task Force on freeB Transit (Task Force) was renamed the Public Transit Advisory Committee, and its scope and mission were broadened to include cooperative transit improvement efforts with Princeton University.

During this past year, Greater Mercer TMA's experience as the region's designated transportation management association for thirty (30) years was most helpful in enabling the freeB shuttle to exceed the goals for ridership and reliable service to the community. Their serving as a resource to the Public Transit Advisory Committee enhances the planning and marketing efforts for this service.

The types of duties that Greater Mercer TMA would perform include the following: participating on the Public Transit Advisory Committee; coordination with service providers; handling customer service; providing detailed ridership and capacity analysis reports; performance monitoring; routing and scheduling; transit coordination; passenger surveys; preparation of online interactive maps; establishing policies and procedures for passengers and operator; and various marketing efforts.

It should be noted that the proposed monthly fee of \$460 per month is only \$10 per month higher than the fee charged last year and is less than the TMA's normal fee because the Municipality is remitting a membership fee to the TMA. Further, the TMA's participation with the

*Dashield re: Greater Mercer TMA Agreement
April 7, 2015*

page 2

Public Transit Advisory Committee involves expending a significant number of hours in graphic design and printing, as well as marketing of the freeB. Some of this work is completed as an in-kind donation to the freeB service.

A Resolution, a Professional Services Agreement, and the TMA proposal are attached. Please contact either myself or Don Mayer-Brown with any questions.

Enclosures

Cc: Linda S. McDermott, Clerk
Sandra Webb, CFO
Donald W. Mayer-Brown, Project Engineer

p:\projects\contracts\freeB\daytime_service\GMTMA_PSA\2015_Services\GMTMA_award_memo-0315.doc

**RESOLUTION 2015-R
OF THE MAYOR AND COUNCIL
OF THE MUNICIPALITY OF PRINCETON
AUTHORIZING AN AWARD FOR PROFESSIONAL SERVICES
TRANSIT SHUTTLE ADMINISTRATION SERVICES**

WHEREAS, the Municipality desires to enter into a professional services agreement in connection with certain activities as hereafter more particularly stated, and

WHEREAS, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law.

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

The Mayor and Clerk are hereby authorized to enter into a contract for professional services with Greater Mercer TMA Inc. (hereinafter referred to as "Provider") to provide administration services for the Municipality Public Transit Advisory Committee from January 1, 2015 through December 31, 2015, as hereafter more particularly stated.

1. The contract so authorized shall require the Provider to provide services and other related duties, as follows:

Provider shall serve as a transportation administrative agency on behalf of the Municipality of Princeton Task Force on freeB Transit to provide shuttle service administration of the freeB Daytime Neighborhood Route and the Route to the Dinky Rail Station. Specifically, the Provider shall perform the following types of duties: participating on the Public Transit Advisory Committee, coordinating with service providers, handling customer service, providing detailed ridership and capacity analysis reports, performance monitoring, routing and scheduling, transit coordination, passenger surveys, preparation of online interactive maps, and establishing policies and procedures for passengers and operator.

Under this Agreement, Provider shall at all times act as an independent professional contractor and not as an employee of the Municipality, and shall have no authority to act as an agent or representative of the Municipality or to enter into any financial or other contractual commitment on behalf of the Municipality without the prior written approval of same granted in accordance with law.

Payment of fees will be made upon the submission to the Provider to the Municipality of invoices in duplicate in the form prescribed by the Municipality not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The provider shall give written notice to the Municipality when

the Provider has billed eighty (80%) of the compensation set forth in paragraph 2 of the Agreement.

2. The cost for these services shall be \$460.00 per month, with a total not-to-exceed amount of \$5,520.00 for the twelve months of 2015.

3. The form of contract shall include standard provisions common to professional service agreements entered into by the Municipality and shall be subject to approval by the Municipal Attorney.

4. The contract shall be awarded without competitive bidding as a contract for professional services under the provisions of the Local Public Contracts Law because the subject services will be performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.

5. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Mrs. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								
<p>I, Linda S. McDermott, Clerk of the Municipality of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Municipality at a meeting held April 13, 2015.</p> <p>IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Municipality, this 14th day of April, 2015.</p>								
<p>_____ Linda S. McDermott Municipal Clerk</p>								

2015
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this --th day of April 2015 by and between the MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "MUNICIPALITY") and Greater Mercer TMA Inc., 15 Roszel Road, Suite 101, Princeton NJ, 08540 (hereinafter referred to as "THE PROVIDER").

WHEREAS, the Municipality wishes to enter into an agreement with the Provider to furnish administration services for the Daytime Neighborhood Route and the Route to the Dinky Rail Station of the Princeton freeB Shuttle System, which is overseen by the Municipality of Princeton Public Transit Advisory Committee ("Committee"), for the calendar year 2015; and

NOW, THEREFORE, in consideration of the mutual obligations hereafter set forth, the parties here to agree as follows:

1. STATEMENT OF WORK:

Provider shall serve as a transportation administrative agency on behalf of the Municipality of Princeton Public Transit Advisory Committee to provide shuttle service administration of the freeB Daytime Neighborhood Route and the Route to the Dinky Rail Station. Specifically, the Provider shall perform the following types of duties: participating on the Committee, coordinating with service providers, handling customer service, providing detailed ridership and capacity analysis reports, performance monitoring, routing and scheduling, transit coordination, passenger surveys, preparation

of online interactive maps, and establishing policies and procedures for passengers and operator.

Under this Agreement, the Provider shall at times act as an independent professional Provider and not as an employee of the municipality, shall have no authority to act as an agent or representative of the municipality or to enter into any financial or other contractual commitment on behalf of the Municipality without the prior written approval of same granted in accordance with law. This agreement shall be supplemented by the terms of the Provider's proposal, including the standard provisions of the proposal, except where such terms are contradicted by the terms of this Professional Services Agreement, in which case the terms of this Agreement shall apply. The Agreement will be effective from January 1, 2015 through December 31, 2015.

2. PAYMENT:

a. Payment shall be \$460.00 per month, with a total not-to-exceed amount of \$5,520.00 for the twelve months of 2015.

b. Rendition of Invoices: Payment of fees and reimbursement for such expenses incurred will be made upon the submission by the Provider to the Municipality of invoices in duplicate in the form prescribed by the Municipality not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees or other compensation are claimed, the services performed and an itemized listing of all expenses incurred for which reimbursement is claimed. The Provider shall give written notice to the Municipality where the Provider has billed eighty percent (80%) of the compensation set forth in paragraph 2 of this Agreement.

3. TERMINATION

This Agreement shall be effective for the period provided above, although it may be sooner terminated with or without cause, for any reason whatsoever, at any time by the Municipality by giving thirty (30) days written notice to the Provider.

4. NON-CONFLICTS OF INTEREST

The Provider represents that neither it nor its firm is now performing and expressly agrees to refrain during the period of effectiveness of this Agreement from so performing, any professional services for any person, firm or corporation which results or might result in a conflict of interest between the Provider and the Municipality, directly or indirectly. The Provider agrees to disclose in writing to the Municipality any and all such conflicts of interest, which may arise, giving full particulars.

5. TITLE TO DATA & PROPERTY PRODUCED BY THE PROVIDER

The Provider agrees that title to and all rights and other legal interest in all correspondence, memoranda, records data, analysis, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively and remain jointly with the Municipality and the Provider and the Provider shall not have the right to sell, disclose or make same available to third parties without the prior written consent of the Municipality.

6. CONFIDENTIALITY

The provider agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of the Municipality, which consent shall not unreasonably be refused, and to both require and furnish copies to the Municipality of an identical covenant executed by all agents, employees, or s of the Provider participating in the rendering of the services hereunder.

7. COMPLIANCE WITH LAWS.

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

The Provider, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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 Provider 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 Provider, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive

consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The Provider, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the Americans with Disabilities Act;

The Provider agrees to attempt, in good faith, to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;

The Provider agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;

The Provider agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-relating testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;

The Provider agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decision of the State of New Jersey and applicable Federal law and applicable Federal court decisions;

The Provider shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

8. COMPLETE AGREEMENT

This Agreement and any attachments hereto or incorporated by the 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, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto. All notices by either party to the other required or permitted hereunder may be sent by regular mail to their respective addresses first set forth above unless sooner revised by written notice.

9. Provider agrees to file with the Municipality of Princeton Chief Financial Officer his New Jersey Business Certificate as required by P.L. 2004, c. 57 of the Laws of New Jersey

WITNESS:

MUNICIPALITY OF PRINCETON

Linda S. McDermott, Clerk

By: _____
Elizabeth Lempert, Mayor

PROVIDER

By: _____
Cheryl Kastrenakes, Executive Director
Greater Mercer TMA Inc.

Greater Mercer TMA's Proposed Service Agreement Administration of the Princeton freeB Bus Service

Since 1984, Greater Mercer TMA has served as the region's designated transportation management association, supporting transportation option programs that improve mobility and aid in the reduction of automobile traffic. Over the years Greater Mercer TMA has successfully worked on the development and management of many shuttle systems in Mercer County; these services include among others, the ZLine, Train Link, P-rides, JUMP, Bank of America/Merrill Lynch bus service and the Rt. 130 Connection bus.

In 2012 Greater Mercer TMA (GMTMA) began providing administration and marketing of Princeton's daytime freeB service. In 2013 GMTMA began providing these same services for the commuter freeB service. Over the past year GMTMA has worked closely with members of the Princeton Transit Advisory Committee and have provided the services indicated in the 2014 agreement. This work included GMTMA addressing issues related to on-time performance of the freeB and managing service disruptions due to weather or equipment problems.

Greater Mercer TMA is proposing to continue to provide shuttle service administration on behalf of Princeton. Shuttle administration services include but are not limited to: participating on the Public Transit Advisory Committee; handling customer service; providing detailed ridership and capacity analysis reports; performance monitoring; routing and scheduling; transit coordination; passenger surveys; online interactive maps; establishing policies and procedures for passengers and operator; and "directed work" as identified by the client. "Directed work" is defined as projects, campaigns and other work where the TMA could incur additional costs and exceeds the scope of service or resources.

Greater Mercer TMA has identified the following areas where the TMA can assist the Princeton community. Said services are outlined below. If "directed work" results in costs beyond the resources of Greater Mercer TMA, proposed costs will be approved by the Princeton Transit Advisory Committee in advance of commencing work. Greater Mercer TMA will provide the following assistance:

Service

- Conduct passenger amenities inventory
- Review ridership data and prepare monthly reports
- Route monitoring to include visual observations for on-time performance and operations
- Review origin and destination data
- Prepare bi-annual performance overview with recommendations if appropriate
- Recommend routing and scheduling revisions when needed
- Trouble shoot and address operational issues
- Coordinate with service provider
- Post service/advisory information online
- Preparation, oversight and review of service provider proposals
- Participate in Public Transit Advisory Committee meetings
- Assist and/or prepare for the Advisory Committee specific data requests

Marketing

- Evaluation of current marketing materials and media employed
- Develop new marketing promotional concepts if needed
- Update of maps, information and distribution
- Bus connections information, to improve connectivity between modes
- Implement survey tool to facilitate customer feedback
- Maintain freeB information on the GMTMA website with relevant links for information
- Develop web ready schedules/flyers and post online
- Coordinate with Princeton in updating and channeling information
- Provide customer support services

Proposed cost

Monthly administration fee: \$460/month and \$500 GMTMA yearly membership fee





Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Information Technology

RESOLUTION 15-121

Resolution to Recycle Obsolete Computer Equipment

WHEREAS, the office of Information Technology has identified obsolete computer equipment that should be recycled; and

WHEREAS, the New Jersey Local Public Contracts Laws, N.J.S.A, 40A:11-36 permits the disposition and recycling of public property of a value less than two thousand five hundred (\$2,500.00) dollars without the necessity of public sale; and

WHEREAS, the Mayor and Council of Princeton wishes to authorize the disposition of computer equipment as recommended.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton, New Jersey authorizing the Chief Information Officer, after removing all data therefrom is hereby authorized to dispose of obsolete computer equipment and have said equipment recycled.

I, Linda S. McDermott, Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council of Princeton at its meeting held April 13, 2015.

Linda S. McDermott, Clerk

ATTACHMENTS:

- Recycling obsolete computer equip memo 2015 (DOC)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jenny Crumiller, Councilwoman
SECONDER:	Patrick Simon, Councilman
AYES:	Howard, Crumiller, Liverman, Butler, Simon
ABSENT:	Bernard Miller



Princeton

400 Witherspoon Street
Princeton, NJ 08540

Office of Information Technology, Robert McQueen, CIO

Telephone: (609) 688-2037

Fax: (609) 688-2031

www.Princetonnj.gov

TO: Mayor and Council

FROM: Robert McQueen, CIO

DATE: March 24, 2015

SUBJ: Resolution Authorizing Recycling of Obsolete Computer Equipment

The Office of Information Technology, has identified computer equipment that is obsolete and needs to be recycled.

In order to authorize the disposal of this property, I have prepared and attached hereto a proposed Resolution.

We would appreciate your considering this request as a part of your Agenda on April 13, 2015.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Affordable Housing

RESOLUTION 15-122

**Subsidy Payment to an Affordable Housing Seller, 137 Griggs Drive,
\$16, 911.**



**Princeton Affordable Housing
Monument Hall
One Monument Drive
Princeton, NJ 08540
609-688-2029
cpeacock@princetonnj.gov**



MEMORANDUM

To: Mayor & Council of Princeton
From: Anna Christy Peacock, Affordable Housing Coordinator
Date: March 26, 2015
Re: **SUBSIDY PAYMENT TO AN AFFORDABLE HOUSING SELLER-
137 GRIGGS DRIVE**

The Princeton Housing Board, at its meeting on March 10, 2015, approved a subsidy payment for \$16,911.00 to an affordable housing seller. Subsidies are required if the new purchase price is less than the resale price, in order for the affordable seller to receive the resale price, plus any appreciation based upon the increase in the regional income median guidelines from the date of purchase to the date of sale

We respectfully request that Mayor and Council consider this Resolution at its meeting on April 13, 2015.

Thank you.

A handwritten signature in black ink, appearing to read "Anna Christy Peacock".

Anna Christy Peacock
Affordable Housing Coordinator
Princeton, NJ 08540

Attachments

cc: Trishka Cecil, Esquire
Ed Schmierer, Esquire
Marc Dashield, Administrator
Kathryn Monzo, Deputy Administrator
Sandra Webb, CFO

ATTACHMENTS:

- Resolution 137 Griggs Drive (DOCX)
- 4 9 15 Memo to Council re Contribution (2) (DOC)

<p>RESULT: ADOPTED [UNANIMOUS] MOVER: Lance Liverman, Councilman SECONDER: Jenny Crumiller, Councilwoman AYES: Howard, Crumiller, Liverman, Butler, Simon ABSENT: Bernard Miller</p>
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**PRINCETON
COUNTY OF MERCER,
STATE OF NEW JERSEY
RESOLUTION**

WHEREAS, as part of Princeton Affordable Housing Program, upon the resale of affordable housing units, subsidies are required if the new purchase price is less than the resale price, in order for the affordable seller to receive the resale price, plus any appreciation based upon the increase in the regional income median guidelines from the date of purchase to the date of sale; and

WHEREAS, 137 Griggs Drive, Princeton, New Jersey is a unit which is a part of the Affordable Housing Program; and

WHEREAS, in order to facilitate the resale of this affordable unit, the Town is called upon to provide a subsidy not to exceed \$16,911.00

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

1. As recommended by the Princeton Housing Board, in order to facilitate the resale of 137 Griggs Drive, Princeton has made available the sum of \$16,911.00 as an affordable seller subsidy.
2. This Resolution shall relate to the date of closing, April 24, 2015.
3. A certified true copy of this resolution shall be furnished by the Princeton Clerk to the Princeton Housing Board and Ms. Anna Christy Peacock, the Princeton Affordable Housing Coordinator, upon its adoption.

CERTIFICATION

I, LINDA S. MCDERMOTT, Clerk of Princeton, do hereby certify that the foregoing resolution was adopted by the Mayor and Council of Princeton at its meeting held on the 13th day of April, 2015.

LINDA S. MCDERMOTT, Clerk
Princeton



PRINCETON AFFORDABLE HOUSING

Monument Hall
1 Monument Drive
Princeton, NJ 08542
609-688-2029
Fax: 609-688-2053
cpeacock@princetonnj.gov

MEMORANDUM

To: Mayor and Council of Princeton

From: Anna Christy Peacock, Affordable Housing Coordinator

Date: April 9, 2015

re: Affordable Housing Homeownership Program: Contribution and capture of funds

Princeton's Affordable Housing Program is unique in a number of ways. One specific aspect of the Program is the resale/purchase methodology that was established, and has been in use to provide affordable homeownership opportunities, since 1989. This is one of the methods that Princeton uses to maintain and sustain affordability, while providing affordable units for homeownership.

As a result of this process, Mayor and Council will be asked to approve a contribution to be used toward the resale/purchase of an affordable unit at the April 13, 2015 meeting.

1. When an affordable unit is purchased, the purchase price is calculated at 28% of the purchaser's gross household income. When that same unit is resold, the owner/seller is to receive that original purchase price plus appreciation, which is called the resale price.
2. The next purchaser's purchase price is also calculated at 28% of that purchaser's gross household income. Thus, this new purchase price may be more, or may be less, than the seller/owner's resale price. If it is more, then Princeton recaptures the difference between the resale price and the new purchase price. If it is less, then Princeton contributes the difference between the purchase price and the resale price in order to ensure that the seller/owner receives his or her resale price.
3. Actual examples of closings that are occurring this month illustrate this process: the purchaser of XX Billie Ellis Lane is paying \$99,039.00. The seller/owner's resale price of that same unit is \$69,592.00. Thus, Princeton will capture the difference of \$29,447.00 from the new purchaser at closing.

However, on the closing of another affordable unit at XX Griggs Drive, the seller/owner's resale price is \$113,427.00, and the new purchaser's purchase price is \$96,516.00. In this instance, the municipality is to contribute \$16,911.00 to the seller/owner in order to make the transaction whole.

Over the course of years, this process has yielded a gain for the municipality, has ensured affordability, and has offered ownership of affordable units to income-eligible households.





Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

AGENDA ITEM

Bills and Claims

ATTACHMENTS:

- Bills and Claims (PDF)

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Patrick Simon, Councilman
SECONDER:	Jo Butler, Councilwoman
AYES:	Howard, Crumiller, Liverman, Butler, Simon
ABSENT:	Bernard Miller

List of Bills - Clearing Claims

Meeting Date: 04/13/2015 For bills from 03/24/2015 to 04/09/2015

Vendor	Description	Payment	Check Total
569 - ABLE MECHANICAL INC.	PO 16966 FIREHOUSE HVAC REPAIR	1,567.89	1,567.89
2293 - AIR SYSTEMS MAINTENANCE	PO 16799 WITHERSPOON HALL CHECK FOR GAS LEAK	475.00	475.00
32 - ALL INDUSTRIAL-SAFETY PRODUCTS	PO 16976 MECHANICS SAFETY GLOVES	239.48	239.48
2904 - AMERICAN VAN EQUIPMENT, INC.	PO 16643 CN-4865 NEW VAN ASY SHELVING	2,081.60	2,081.60
2162 - ANJR - ASSOC. OF NJ RECYCLERS	PO 16730 ANJR MEMBERSHIP CHRISTOPHER TORRES	100.00	
	PO 16731 2015 ANNUAL MEETING/JM	130.00	230.00
2927 - APM	PO 17127 APM/NJMMA CONFERENCE - 5/19/15 TO	250.00	250.00
2855 - ASPHALT CARE EQUIPMENT INC.	PO 16910 REPAIR POTHOLES	954.45	954.45
57 - AT&T	PO 16182 === BLANKET ===	37.47	
	PO 17421 #055539-1124 / #030175-6429 / #0305	381.40	418.87
1247 - AUTOZONE, ALLDATA, A-Z	PO 16953 ALLDATA SUBSCRIPTION 2015/5/2016	2,280.00	2,280.00
664 - BALDINO, SALVATORE	PO 16917 HOURS WORKED FOR FEBRUARY 2015	1,104.00	1,104.00
1955 - BARRETT, MICHAEL T.	PO 16941 RESOLUTION # 2015-5	9,166.52	9,166.52
2674 - BASSO, JAMES	PO 16935 RELEASE OF ESCROW FOR CERTIFICATE O	1,500.00	1,500.00
63 - BISH SALES & SERVICE	PO 17086 SERVICE EQUIPMENT	432.00	432.00
463 - BRITTON INDUSTRIES, INC.	PO 16802 TIPPING: LOGS PER TON	122.50	
	PO 17087 TIPPING: LOGS PER TON	192.25	314.75
1959 - BROADVIEW NETWORKS	PO 17332 ACCOUNT #609-688-AAAJ 2/24/15 - 3	1,726.91	1,726.91
2382 - BROOKS, MARGARET	PO 17104 REIMBURSEMENT FOR 2014 CELL PHONE	240.00	240.00
143 - BRUCE A. EISENSTEIN, PH. D.	PO 17450 REVIEW OF APPLICATION -CROWN CASTLE	5,633.50	5,633.50
1947 - BUCKS COUNTY INTERNATIONAL	PO 16776 PW23 OIL COOLER TUBE O-RINGS	145.81	145.81
83 - BUCKS COUNTY INTERNATIONAL INC	PO 16875 POWERSTEERING PUMP PW-28	1,282.31	
	PO 16932 CABIN FILTERS	69.86	1,352.17
16 - BUSINESS BISTRO INC.	PO 16634 INSPECTOR UNIFORM DISTRIBUTION LUNC	166.80	
	PO 16794 DPW LUNCHEON MEETING	144.40	311.20
1945 - C&M AUTOMOTIVE WAREHOUSE	PO 16774 FILTERS	31.08	
	PO 16876 FILTERS	48.24	
	PO 16888 FILTERS LOF	679.14	
	PO 16990 FILTERS OIL/FUEL/AIR STOCK	54.97	
	PO 17098 FILTERS P108	21.98	835.41
53 - CAMMPS	PO 16890 AGITATOR REPLACEMENT PARTS	42.00	42.00
2287 - CAMPBELL FREIGHTLINERS LLC	PO 16981 DELIVER PARTS TO 27 N HARRISON ST P	571.17	571.17
1047 - CANON SOLUTIONS AMERICA, INC.	PO 16751 MONTHLY MAINTENANCE FOR OCE COPIER	288.44	
	PO 16952 OCE COPIER MAINTENANCE 3/1/15 TO 3/	288.44	576.88
1710 - CAPITOL FIRE PROTECTION CO	PO 16791 SUZANNE PATTERSON SPRINKLER HEAD RE	3,225.00	3,225.00
19 - CECILIA DYE	PO 16946 2015 EYEGLASS REIMBURSEMENT, 2/23/2	150.00	150.00
897 - CHAMPLIN, JAMES C.	PO 16758 SNOW EMERGENCY STAND BY 2.21.15	100.00	100.00
1882 - CHITREN, DANIEL	PO 16926 TUITION REIMBURSEMENT - EMERGENCY M	1,767.00	1,767.00
364 - CINTAS FIRST AID & SAFETY 105	PO 16912 VALLEY ROAD POLICE MEDICINE CABINET	1,362.00	
	PO 16912 VALLEY ROAD POLICE MEDICINE CABINET	163.49	1,525.49
1893 - CITY CONNECTIONS	PO 16318 RESOLUTION # 2015-5	11,053.00	11,053.00
103 - CODED SYSTEMS LLC	PO 16291 RESOLUTION # 2015-5	21,500.00	21,500.00
1732 - COMCAST BUSINESS	PO 17099 FIBER FOR MUNICIPALITY #900019299	5,180.87	5,180.87
263 - COMCAST CORPORATION	PO 17330 #8499 05 310 0009612 / 27 N HARRISO	246.72	246.72
106 - COMMUNICATIONS SPECIALISTS INC.	PO 16015 ==== BLANKET ====	8.60	
	PO 16893 === BLANKET ===	1,288.60	
	PO 16893 === BLANKET ===	211.40	1,508.60
109 - CONTINENTAL FIRE & SAFETY	PO 16635 KOKATAT POLARTEC LINERS & HOODS FOR	1,751.70	
	PO 16908 NRS 53" TOW TETHER	174.00	
	PO 16892 === BLANKET ===	246.00	2,171.70
117 - CRESTON, INC.	PO 16857 DEFLECTOR NPW-38	1,445.43	
	PO 16933 SNOWPLOPW PARTS	135.00	1,580.43
1051 - DANDREA, ERNEST	PO 17141 2ND QT 2015 RETIREE MED	2,853.12	2,853.12
1453 - DANIEL DOBROMILSKY & ASSOCIATES	PO 17359 INSTITUTE FOR ADVANCED STUDY FACULT	125.00	
	PO 17362 PRINCETON LAND DEVELOPMENT LLC-PRIN	1,150.00	1,275.00
2926 - DASHFIELD, MARC D	PO 17125 REIMBURSEMENT-HOTEL EXPENSES FOR CO	505.30	505.30
1839 - DEER CARCASS REMOVAL SERVICE L	PO 16887 2015 DEER CARCASS REMOVAL	350.00	350.00
777 - DELL MARKETING L.P.	PO 16538 DELL INSPIRON 15" LAPTOP FOR CLERK	3,097.00	
	PO 16581 ERGOTRON STYLEVIEW EMR LAPTOP CART,	4,296.02	
	PO 16790 DELL OPTIPLEX 9030 COMPUTER REPLACE	11,836.40	19,229.42
2248 - DILAPO, RONALD	PO 17075 CELL PHONE REIMBURSEMENT FOR 2014	240.00	240.00
1830 - DITSCHMAN-FLEMINGTON FORD	PO 16682 MIRROR P105	462.36	
	PO 16775 M-38 SHIFT PARTS	88.91	
	PO 16775 M-38 SHIFT PARTS	40.71	

List of Bills - Clearing Claims

Meeting Date: 04/13/2015 For bills from 03/24/2015 to 04/09/2015

Vendor	Description	Payment	Check Total
	PO 16877 TURN SIG SWITCH PW54	198.08	
	PO 16886 TAIL LIGHT LEFT	167.18	957.24
2636 - DOUBLE J TRAINING ACADEMY LLC.	PO 16870 TRAINING	600.00	600.00
1591 - DRÄGER SAFETY DIAGNOSTICS, INC	PO 16618 RECERTIFICATION AND RECALIBRATION F	330.00	
	PO 16768 ALCOTEST 7110 MK-IIIC 3 YEAR EXTEND	2,084.00	2,414.00
2757 - DYNAMIC SECURITY, LLC	PO 14561 RESOLUTION # 2014-274	33,650.00	33,650.00
138 - EAGLE POINT GUN/T J MORRIS &	PO 17131 FEDERAL 55 GR. FMJ .223 CALIBUR	3,018.40	3,018.40
1256 - EASTERN ARMORED SERVICES, INC.	PO 16629 RESOLUTION # 2015-25	16,704.00	16,704.00
1806 - EMANN, MARK V.	PO 17409 1ST QUT 2014 RETIREE MED	433.44	433.44
430 - EMERGENCY SERVICES MKT, CORP.	PO 16761 ANNUAL SUBSCRIPTION FOR I AM RESPON	725.00	725.00
1078 - FBI NAA - NJ	PO 16925 SECOND QUARTERLY MEETING	40.00	40.00
148 - FIRE & SAFETY SERVICES, LTD.	PO 16921 BRAKE, ENGINE, EXHAUST SERVICE FOR	2,628.68	2,628.68
2779 - FLEMINGTON DODGE-CHRYLSEER-JEEP	PO 16884 WWS NOZZLE AND HOSE FOR GC JEEP	230.11	230.11
155 - FOSTER & COMPANY, INC.	PO 16880 PLOW BOLTS	500.16	500.16
1774 - G. R. MURRAY INSURANCE	PO 16848 POLICY #PPL G24877152 007 3/01/2015	42,979.36	42,979.36
1773 - GABRIELLI KENWORTH OF NJ LLC	PO 16948 ENGINE REPAIR PW-21	907.92	907.92
161 - GARDEN STATE BOBCAT, INC.	PO 16949 BOLT ON CUTTING EDGE + BOLTS KIT#67	1,519.58	1,519.58
1768 - GEESE CHASERS, LLC	PO 17092 MARCH PARK SERVICE	892.50	892.50
1758 - GEORGE'S ROASTERS AND RIBS	PO 17071 PRISONER MEALS	88.60	88.60
164 - GFOA OF NEW JERSEY	PO 17159 GFOA MINI CONFERENCE FOR KATHY MON	95.00	95.00
170 - GRAINGER	PO 16760 HOSE CART, SUGGESTION BOX FOR FIRE	494.03	
	PO 16803 LIGHT BULBS	253.47	
	PO 16962 LIGHTBULBS	699.60	
	PO 17105 WAX FOR FIRE TRUCKS, DUST CLOTHS	39.79	1,486.89
2120 - GRECCO & SON TRANSPORT LLC	PO 16829 PARTS FOR GO-4S	346.77	
	PO 16927 PARTS FOR RANGER RAZOR	1,132.70	1,479.47
1738 - GREENSCAPE LANDSCAPE CONTRACTO	PO 14885 RESOLUTION 2014-275	17,900.00	17,900.00
1028 - GRIFFIN AUTOMMOTIVE INC.	PO 16858 NEW BOOK ON DIESEL REPAIR	900.00	900.00
1736 - GRIGGS FARM CONDOMINIUM ASSOCI	PO 15685 44 BILLIE ELLIS DECEMBER 2014 HOA F	163.68	
	PO 17149 44 BILLIE ELLIS HOA FEES JAN-APR 20	718.45	882.13
2144 - HARD COURTS LLC	PO 16826 SCREENED AND COATED WOOD FLOORING I	1,500.00	
	PO 16827 SCREENED AND COATED WOOD FLOORING S	1,500.00	3,000.00
179 - HARTER EQUIPMENT INC.	PO 16789 REPAIR BENT LOADER ARM	1,425.09	1,425.09
182 - HELIAS AUTOCRAFT	PO 16856 REPAINT OLD P110	2,855.00	2,855.00
1707 - HENDERSON, MICHAEL	PO 17408 1ST QTR RETIREE INSURANCE	2,021.46	2,021.46
184 - HERBERT, VAN NESS, CAYCI & GOODELL	PO 10717 OLD PO R0-13228 - RESOLUTION#R0-13	136.69	
	PO 12315 ENCUMBRANCE	429.00	
	PO 17084 GENERAL ZONING BOARD MATTERS	1,650.00	
	PO 17084 GENERAL ZONING BOARD MATTERS	181.50	2,397.19
1702 - HERTZ EQUIPMENT RENTAL	PO 17078 EQUIPMENT RENTAL	1,892.00	1,892.00
186 - HESCO ELECTRIC SUPPLY CO. INC.	PO 16796 MONUMENT HALL LIGHTING	45.50	
	PO 16787 34 WATT FLUORESCENT BULB	231.30	
	PO 17135 X7899-W LIGHT REPLACEMENT	91.32	368.12
189 - HINKSON'S	PO 17068 NOTARY PUBLIC SEAL AND STAMP	71.25	71.25
1689 - HOGANCAMP, STEPHEN	PO 17406 APRIL 2015 RETIREE MED	668.93	668.93
700 - HOLLYWOOD, LORRAINE	PO 17053 2015 EYEGLASS REIMBURSEMENT, 3/17/2	150.00	150.00
191 - HOME DEPOT/GEFC	PO 17203 ACCT. # 5117 COLLECTION TRUCK	343.61	
	PO 17203 ACCT. # 5117 COLLECTION TRUCK	342.01	685.62
1682 - HOPEWELL AUTO PARTS	PO 16885 BRAKE LINES (2) & ADAPTER	24.44	24.44
2916 - HUFFMAN, JAMES B.	PO 17143 GRIGGS FARM DECKS	147.08	147.08
1660 - HUIE, LILY	PO 17124 2015 EYEGLASS REIMBURSEMENT, 2/25/2	150.00	150.00
1068 - HUNTER RESEARCH INC	PO 14887 RESOLUTION 2014-277	1,031.00	1,031.00
894 - HVISDOCK, DAVE	PO 17184 NJBOA LUNCH SEMINAR	25.00	25.00
687 - IH ENGINEERS	PO 12641 RESOLUTION #2014-80	1,156.00	1,156.00
420 - INTEGRATED CONSTR & UTILITIES OF NJ	PO 10720 OLD PO R0-13234 - RESOLUTION#R0-13	62,029.10	62,029.10
2882 - JACHERA, JILL & GUERRERO, FERNANDO	PO 16296 REFUND OF BALANCE OF ESCROW -60 HOD	139.50	139.50
1651 - JANSEN, GEORGE	PO 17160 2ND QTR 2015 MED GAP	1,441.65	1,441.65
1649 - JERSEY ELEVATOR	PO 16902 FULL MAINTENANCE 8 HOURS MAY 15, 20	618.85	618.85
2400 - JOHN AND MERLENE TUCKER	PO 16792 REIMBURSEMENT FOR DAMAGED MAILBOX B	80.25	80.25
211 - JOHNNY ON THE SPOT INC.	PO 16973 RENTAL UNIT: HILLTOP PARK	204.05	
	PO 17137 TURNING BASIN (2) MARCH '15	363.95	568.00
216 - JW SCOTT SERVICE STATION	PO 16830 SERVICE ON GAS PUMPS	227.63	
	PO 16968 298 RIVER ROAD VEHICLE PARTS	76.25	303.88

List of Bills - Clearing Claims

Meeting Date: 04/13/2015 For bills from 03/24/2015 to 04/09/2015

Vendor	Description	Payment	Check Total
988 - K C SERVICE	PO 16980 LAWN MOWER PARTS	865.36	865.36
1775 - KARKALITS, RICHARD	PO 16942 4 Trees in Billy Johnson Park / Mou	1,600.00	1,600.00
2911 - KEOWN, ROBERT	PO 16914 SNOW EMERGENCY STAND BY 1.26 & 1.26	120.00	120.00
1613 - KONICA MINOLTA BUSINESS SOLUTI	PO 17351 BIZHUB COPIERS - DEC 2014	2,520.00	2,520.00
1853 - KORWIN, KATHY	PO 17155 RESOLUTION # 2015-49	1,172.50	1,172.50
2931 - KUZMACK, JASON	PO 17204 CELL PHONE REIMBURSEMENT FOR DEC 20	20.00	20.00
2903 - KYOCERA DOCUMENT SOLUTIONS	PO 16865 ECOSYS M6526CIDN PRINTER FOR CORNER	2,315.00	
	PO 17157 RESOLUTION # 2015-70	3,024.50	5,339.50
239 - LINCOLN SUPPLY, LLC	PO 16979 PARTS TO FIX PUMP AT BIRD SANCTUARY	101.83	101.83
314 - LINE SYSTEMS, INC.	PO 17331 SERVICES FOR MARCH 15, 2015	345.66	345.66
1571 - MAILFINANCE	PO 17088 POSTAGE MACHINE LEASE 12/12/14-3/11	5,808.00	5,808.00
1570 - MAJESTIC OIL COMPANY	PO 16965 GAS	6,777.81	
	PO 17213 GAS	2,607.88	9,385.69
251 - MAJOR POLICE SUPPLY	PO 14907 FEDSIG PKG - ITEM #INTEGRITY/SSP200	52,715.62	52,715.62
1558 - MASON, GRIFFIN & PIERSON	PO 17416 AFFORDABLE HOUSING - PRINCETON LEGA	10,705.48	
	PO 17417 MISC LEGAL SERVICE MARCH 2015	34,314.96	
	PO 17417 MISC LEGAL SERVICE MARCH 2015	751.25	
	PO 17417 MISC LEGAL SERVICE MARCH 2015	150.00	
	PO 17452 SUBSIDY FOR RESALE 137 GRIGGS DRIVE	16,911.00	62,832.69
1555 - MAYFLOWER CLEANERS LLC	PO 16189 === BLANKET ===	1,609.59	1,609.59
262 - MCCAFFREY'S CORPORATE	PO 16852 FOOD FOR OVERNIGHT SNOW STAFF	60.13	60.13
1553 - MCCAFFREYS MARKET	PO 17152 EVENT WITH THE POLICE DEP.	114.89	114.89
286 - MCCD&CA ASSOCIATES	PO 16833 MERCER COUNTY COURT DIRECTORS AND C	100.00	100.00
1547 - MCMMASTER-CARR SUPPLY CO	PO 16772 LARGE DRILL BITS FOR MAG DRILL	567.22	
	PO 17094 LOCKOUT SET POSA REQ 4977A12	313.77	880.99
2781 - MERCER COUNTY ASSOCIATION OF REALTO	PO 16951 CEU' SEMINAR FOR NEAL SNYDER	75.00	75.00
1006 - MERCER COUNTY POLICE CHIEFS ASSOCIA	PO 16020 MEMBERSHIP	425.00	425.00
285 - MERCER ENGINE CO. NO. 3	PO 16909 REIMBURSEMENT FOR CABLE BILL ENGINE	126.04	126.04
289 - MGL PRINTING SOLUTIONS	PO 16817 HOMESTEAD BENEFIT 300 PK	36.50	
	PO 16982 3 PART PURCHASE ORDERS	2,520.00	
	PO 16983 1099 MISC FORMS AND ENVELOPES	173.60	
	PO 17101 TAXI INSPECTION LABELS 2015/2016	243.00	2,973.10
295 - MILLER, PORTER & MULLER	PO 12661 RESOLUTION#2014-31 & #2014-170	340.00	
	PO 17162 LEGAL SERVICES - JANUARY 2015	672.00	
	PO 17164 PARTIAL ENCUMBRANCE FOR LEGAL SERVI	2,646.00	3,658.00
795 - MONTGOMERY TOWNSHIP	PO 17116 RESOLUTION # 2015-96	1,485.00	1,485.00
752 - MUNICIPAL EMERGENCY SERVICES,	PO 15977 FLOW TEST - SCBA - LABOR SCBA SERVI	143.90	143.90
1496 - MURRAY III, THOMAS R	PO 16995 MEDICAL REIMBURSEMENT	900.00	900.00
1491 - N J SOCIETY MUNICIPAL ENGINEER	PO 17165 NJSME GENERAL MEETING ON APRIL 1ST,	360.00	360.00
318 - NAMLO INDUSTRIES	PO 16832 BLACK RUBBER WORK GLOVES	180.00	180.00
1489 - NAPA AUTO PARTS	PO 17096 CHAIN CLEVIS	107.04	107.04
527 - NAPA DISTRIBUTION CENTER	PO 16874 LED PLOW LIGHT KIT PW12	643.97	643.97
323 - NATIONAL PARTS SUPPLY CO.	PO 16777 ALTERNATOR P-108 AND BELT	4,077.97	
	PO 16878 FLASHER RELAY PW-15	352.73	
	PO 16889 OIL FILTER FOR U-9	90.31	
	PO 17095 MASTER PROBE KIT	790.34	5,311.35
1033 - NEW JERSEY AMERICAN WATER	PO 16972 IT/REC BUILDING ACCT 10182100246468	339.19	
	PO 17419 PAST DUE AMOUNT	2,800.00	
	PO 17413 MARCH 2015 - ADJ	1,091.25	
	PO 17413 MARCH 2015 - ADJ	235.25	4,465.69
329 - NEW JERSEY DEPARTMENT OF	PO 17107 2015 MEMORIAL DAY PARADE, SATURDAY,	75.00	75.00
2721 - NEWTOWN OFFICE & COMPUTER SUPPLY,	PO 16911 STAMPS	177.50	
	PO 17089 OFFICE SUPPLIES FOR ENGINEERING ZON	624.00	801.50
1032 - NJ AMERICA WATER - HYDRANT	PO 17431 # 210023719760 - 1 MONUMENT DR HYD	54,367.88	54,367.88
554 - O'NEILL, BRUCE	PO 16782 CELL PHONE STIPEND FOR JANUARY, FEB	60.00	60.00
2134 - OFFICE BASICS INC.	PO 16550 COPY PAPER	239.94	
	PO 16818 COPY PAPER	799.80	1,039.74
553 - OLIVES GOURMET BAKERY & DELI	PO 16836 LUNCH FINANCE COMMITTEE mARCH 6 201	48.25	
	PO 16838 CODE COMM LUNCH MEETING 3/4/15	28.35	
	PO 16987 CODE COMM LUNCH MEETING 3/18/15	26.35	102.95
946 - OMNIMETRIX LLC	PO 16964 MONITORING EMERGENCY POWER GENERATO	2,499.60	2,499.60
474 - ONE CALL CONCEPTS, INC.	PO 16978 FEBRUARY 2015 ONE CALLS	181.40	181.40
650 - PARKING SALES SERVICE CORP.	PO 16750 192,000 custom parking tickets numb	5,200.00	5,200.00

List of Bills - Clearing Claims

Meeting Date: 04/13/2015 For bills from 03/24/2015 to 04/09/2015

Vendor	Description	Payment	Check Total
1405 - PASCALE, JAMES J.	PO 17407 1ST QTR 2014 RETIREE MEDICAL	1,903.51	1,903.51
499 - PAT SHIELDS, WILLIAM	PO 17102 VINYL BANNER FOR INSPECTION PARADE	145.78	145.78
1392 - PERSON, JOHN	PO 17054 DEER PROCESSING	20,000.00	20,000.00
371 - PHOENIX ADVISORS, LLC	PO 17449 FINANCIAL ADVISOR SERVICES 1ST QTR	1,000.00	1,000.00
1815 - PIBL, ALEX	PO 16904 HOURS WORKED FOR FERUARY 2015	252.00	
	PO 16922 MICROFIBER TOWELS AND CLOTHS FOR FI	96.21	348.21
808 - POLAR INC.	PO 16806 MONUMENT HALL	154.50	
	PO 17082 SPRING ST. GARAGE WATER	92.50	
	PO 17082 SPRING ST. GARAGE WATER	146.00	393.00
580 - POM INCORPORATED	PO 16788 REPAIR 9 APM-E MECHANISMS	238.11	238.11
2239 - POWER DETAILS	PO 15694 ADDITIONAL TWO USERS FOR POWER DETA	6.41	
	PO 16492 POWER DETAILS SUBSCRIPTION FOR POLI	3,170.00	3,176.41
2924 - PRIMEPOINT, L.L.C.	PO 17120 NJ LABOR LAW POSTERS	225.00	225.00
2649 - PRINCETON BUILDING DEPARTMENT	PO 17142 BUILDING INSPECTION CERTIFICATE -44	35.00	35.00
588 - PRINCETON FIRST AID & RESCUE SQUAD,	PO 16815 PHILIPS SOFTWARE	407.00	
	PO 17074 CPR COURSE 2/4/15 FOR PRINCETON EMP	900.00	1,307.00
783 - PRINCETON HEALTH CARE SYSTEM	PO 16568 HCP CLASSES	301.00	301.00
1348 - PRINCETON HYDRO, LLC	PO 16358 RESOLUTION # 2014-351	2,210.00	2,210.00
50 - PRINCETON ONLINE	PO 16839 WEB MAINTENANCE	131.25	131.25
632 - PRINCETON PI	PO 16853 FOOD FOR OVERNIGHT SNOW STAFF	74.27	74.27
1345 - PRINCETON RECREATION DEPT	PO 16950 REIMBURSE FOR TOOL PURCHASE	77.96	77.96
594 - PRINCETON SENIOR RESOURCE CENTER	PO 17432 First Quarter of Senior Resource Ce	32,687.50	32,687.50
1277 - PRINCETON SUPPLY CORPORATION	PO 16793 SPRING ST. JANITORIAL SUPPLIES	160.03	
	PO 16793 SPRING ST. JANITORIAL SUPPLIES	1,636.80	1,796.83
603 - PSE&G CO	PO 15822 *** BLANKET *****	33,540.47	
	PO 17093 CP NORTH ACCT 6634558000	2,830.65	
	PO 17132 HILLTOP PARK ACCT 6599460607	541.71	
	PO 17144 434 BRICK HOUSE ACCOUNT 7006608600	298.29	
	PO 17414 FEBRUARY 2015	29,055.69	
	PO 17414 FEBRUARY 2015	7,429.63	73,696.44
630 - R & R RADAR, INC.	PO 16924 REPAIR STALKER LED DISPLAY BOARD	890.04	890.04
1326 - R&H TRUCK PARTS AND SERVICE	PO 16931 REPAIR PW-20	902.99	
	PO 17128 PARTS NOT COVERED BY WARRANTY	22.98	925.97
2885 - RADARSIGN, LLC	PO 16433 Return Signed PO to Sandra Webb	3,605.00	3,605.00
1325 - RALPH K. BADMAN CORP	PO 16873 HYD FITTING AND HOSE	1,058.72	
	PO 17097 BACK ORDER FITTINGS	111.81	1,170.53
2726 - REED, CALVIN lll	PO 17156 2014 EYEGLASS REIMBURSEMENT, 8/28/1	150.00	150.00
2519 - RELIABLE WOOD PRODUCTS	PO 16797 BRUSH	270.00	270.00
654 - RENDALL, KYLE	PO 16709 SNOW EMERGENCY STAND BY 1.26 & 1.26	120.00	120.00
2049 - REPUBLIC SERVICES #689	PO 16795 400 WITHERSPOON ST. RECYCLING	1,009.18	1,009.18
1318 - RESIDENCE INN MARRIOTT PRINC	PO 17055 CK OUT FEB 4	5,914.45	5,914.45
1204 - RIGGINS INC.	PO 16963 GAS	6,666.19	
	PO 17208 DIESEL	4,937.60	11,603.79
1302 - ROBERTS, JACK	PO 17448 2ND QURT RETIREE MED	5,210.91	5,210.91
1293 - ROMATOWSKI, VICTOR	PO 16197 ENCUMBRANCE	1,700.00	1,700.00
1663 - ROTHMAN-ILIFF, CHRISTINA	PO 17034 PARKING FOR DVRPC CONFERENCE UNION	86.54	
	PO 17163 56 MILES @.575 PER MILE = 32.20 FOR	32.20	118.74
1284 - RUTGERS THE STATE UNIVERSITY	PO 16828 PUBLIC WORKS CONFERENCE/MARCH 19, 2	199.00	
	PO 17028 REGISTRATION FOR ROBERTA CASS AND L	700.00	899.00
639 - S.A.V.E.	PO 12648 RESOLUTION #2014-121	3,660.00	
	PO 12648 RESOLUTION #2014-121	750.00	4,410.00
1279 - SAFETY-KLEEN SYSTEMS INC.	PO 16675 PARTS CLEANER TANK SERVICE	198.68	198.68
637 - SAMZIE'S UNIFORMS LTD.	PO 16229 PTL. PETRONE - RAINCOAT	1,011.54	
	PO 16638 MISC. ITEMS FOR AJ GOLDMAN	99.48	
	PO 16905 JACKET, PATCH FOR JIM GORSKI	146.08	
	PO 16930 FF UNIFORM FOR ROBERT KEOWN	559.56	1,816.66
2933 - SAN MARTIN, DAVID	PO 17205 CELL PHONE REIMBURSEMENT FOR DEC 20	20.00	20.00
1274 - SANDUSKY, GREGORY	PO 17390 PLAN REVIEW FOR INSTTUTE FOR ADVANC	2,250.00	2,250.00
1272 - SAVALLI, PETER J.	PO 17113 1ST QTR 2015 MED GAP	2,133.39	2,133.39
1668 - SCHULTZ, STEVEN	PO 16479 TRASH CAN REIMBURSEMENT	35.98	35.98
2362 - SEE CLICK FIX	PO 16863 INSIGHT ANALYTICS ADDITION TO SOFTW	625.00	
	PO 17043 REGISTRATION FEE FOR CHRISTINA ROTH	700.00	1,325.00
1185 - SHARP ELECTRONICS CORPORATION	PO 16181 == BLANKET ===	332.86	332.86

List of Bills - Clearing Claims

Meeting Date: 04/13/2015 For bills from 03/24/2015 to 04/09/2015

Vendor	Description	Payment	Check Total
653 - SHERATON ATLANTIC CITY	PO 17166 RUTGERS PURCHASING CONFERENCE 4/29/	287.00	287.00
648 - SHERWIN-WILLIAMS	PO 16975 TIP REPLACEMENT PARTS	229.55	229.55
1253 - SHI	PO 16766 CISCO SMARTNET PREMIUM EXTENDED SER	1,722.24	
	PO 16779 BLUEBEAM REVU 2015 STANDARD UPGRADE	379.34	
	PO 16862 CISCO POWER SUPPLY	748.00	2,849.58
1246 - SILAGYI JR, ERNEST G.	PO 17114 1ST QRTR RETIREE FAMILY MEDICAL &	3,748.08	3,748.08
1244 - SINGH REAL ESTATE	PO 16410 PREMIUM FOR CERT#2011-02	65,757.76	65,757.76
1254 - SIR SPEEDY	PO 16584 FALSE ALARM NOTIFICATIONS	318.00	318.00
702 - STAPLES BUSINESS ADVANTAGE	PO 13704 OFFICE SUPPLIES	36.95	
	PO 14987 OFFICE SUPPLIES	123.50	
	PO 16218 OFFICE SUPPLIES	145.11	
	PO 16589 OFFICE SUPPLIES - CARNARY PAPER, LE	98.95	404.51
2279 - STEWART BUSINESS SYSTEMS, LLC	PO 16749 === BLANKET ===	158.32	158.32
625 - STEWARTS TOWING	PO 16645 TOWING SUBURBAN 60 TO SHOP	100.00	
	PO 16934 TOWING PW-28	675.00	775.00
1995 - STOUTS II INC	PO 16773 REPAIR FREE-B NEW OLD 616	3,392.59	
	PO 16989 REPAIR TO FREE BUS 616 AND CS675	917.28	
	PO 17129 REPAIR TO NEW FREE B	1,864.48	6,174.35
737 - SUGG, CHARLES	PO 17083 2014 CELL PHONE REIMBURSEMENT	240.00	240.00
2906 - SYNATEK, LP	PO 16809 SIMPLE & SAFE	1,053.50	1,053.50
1002 - TACTICAL PUBLIC SAFETY	PO 16765 REPAIR TO POLICE ZETRON RADIO	288.75	288.75
803 - THE TIMES	PO 16988 ARMORED CAR NOTICE TO BIDDERS FROM	95.70	95.70
1190 - TISDALE, TAMMIE	PO 17411 SEMINAR 3/26/15	49.91	49.91
2010 - TOP LINE CONSTRUCTION CORP.	PO 16753 RESOLUTION 2013-325	96,882.22	96,882.22
2770 - TORTUGAS INC.	PO 16571 RELEASE OF INSPECTION FEES FOR JOHN	672.98	672.98
960 - TRANS UNION RISK	PO 16178 === BLANKET ===	111.50	111.50
838 - TRAP ROCK INDUSTRIES, LLC	PO 16798 FOB KINGSTON ROCKITE	603.75	603.75
1632 - TREASURER, STATE OF NEW JERSEY	PO 16259 TRAINING FOR HOTEL & MFD FOR RON DI	300.00	300.00
1173 - TRENTON BLOCK & HARDCAPE	PO 16967 BRICKSTONE, FLEXIBLE EDGING, SPIKES	65.30	65.30
878 - TRICO CREDIT CORPORATION	PO 16681 SERVICE PARTS 621E	826.04	826.04
943 - VALLEY OIL COMPANY	PO 16671 RIVER ROAD FUEL OIL	652.88	
	PO 16801 298 RIVER ROAD FUEL	55.09	707.97
948 - VAN MATER, DAN	PO 17121 MILEAGE TO SEMINAR ON 3/19/15	82.63	82.63
408 - VECTOR SECURITY	PO 15882 FIRE ALARM MONITORING RECREATION CU	141.00	
	PO 15881 ENCUMBRANCE POOL	158.00	
	PO 16334 ENCUMBRANCE	51.00	
	PO 16729 24 SPRING STREET SERVICE CALL	5,740.48	6,090.48
28 - VERIZON CABS	PO 16811 === BLANKET ===	371.85	371.85
959 - VERIZON WIRELESS	PO 17100 #200072104-00001 2/25/15	6,303.55	6,303.55
962 - VERIZON/TRENTON	PO 16812 === BLANKET ===	71.38	
	PO 16813 === BLANKET ===	170.52	
	PO 17317 === BLANKET ===	1,422.05	
	PO 17422 Radio line from Monument Hall to St	425.86	
	PO 17459 MARCH 2015	5,285.56	7,375.37
1151 - VILLAGE OFFICE SUPPLY	PO 16825 SIGNATURE STAMP FOR JEFFREY GROSSER	31.75	31.75
2663 - VISCUSO, FRANK	PO 16845 CUSTOMER SERVICE SEMINAR FOR THE MU	1,500.00	1,500.00
974 - VITAL COMMUNICATIONS, INC.	PO 15890 TAX ASSESSOR MOD IV ONLINE SERVICE	820.00	820.00
2910 - VOIANCE LANGUAGE SERVICES LLC	PO 16844 FEE FOR OVER THE PHONE INTERPRETATI	3.90	3.90
1146 - VOIP NETWORKS	PO 15889 MITEL ACD REPORTING MAINTENANCE FOR	300.00	
	PO 17168 CALL CENTER REPORTING SOFTWARE ERRO	120.00	420.00
2 - W.B MASON	PO 16185 === BLANKET ===	72.80	
	PO 16185 === BLANKET ===	13.53	
	PO 16185 === BLANKET ===	6.93	
	PO 16230 ENCUMBRANCE	7.58	
	PO 16744 ENCUMBRANCE	35.25	
	PO 16744 ENCUMBRANCE	150.54	
	PO 16903 BONDERS AND SUPPLIES FOR CERT CLASS	104.53	
	PO 17219 BRIGHT PAPER	149.95	
	PO 17219 BRIGHT PAPER	24.15	565.26
1145 - WALTER, SCOTT D.	PO 17115 MARCH 2015 MEDICAL	1,290.66	1,290.66
1142 - WATCHUNG SPRING WATER	PO 16304 ENCUMBRANCE COOLERS	638.00	
	PO 17384 ORDER 1412100095	420.67	1,058.67
2923 - WELCOME WAGON	PO 17072 WELCOME WAGON AD FOR 12 MONTHS	1,962.00	1,962.00

List of Bills - Clearing Claims

Meeting Date: 04/13/2015 For bills from 03/24/2015 to 04/09/2015

Vendor	Description	Payment	Check Total
8 - WITMER ASSOCIATES INC.	PO 16906 HIGH HEAT BOSS GLOVES FOR FIRE DEPT	262.00	262.00
2872 - XEROX BUSINESS SERVICES LLC	PO 15959 FIREHOUSE CLOUD SOFTWARE FOR FIRE S	5,936.85	5,936.85
1071 - XEROX CORPORATION	PO 16728 DECEMBER 2014 XEROX USAGE	1,509.04	1,509.04
1075 - YARDVILLE SUPPLY COMPANY	PO 15135 DRYWALL FLTR BAG 10-14G	18.04	
	PO 16786 KEY, KEY RINGS, 1/2 INCH RATCHET	31.45	
	PO 16807 MONUMENT HALL DOOR STOP WEDGE	51.53	
	PO 16923 SPRAYPAINT, TACK CLOTH & BRUSHES	29.83	
	PO 16970 SOC EQUIPMENT/NIPPLE	156.61	
	PO 16977 PALLET OF ICE MELT	709.84	
	PO 17134 VEHICLE PARTS (IN-HOUSE REPAIRS)	44.48	
	PO 17138 TRASH BAGS	9.99	
	PO 17193 SNOW SHOVEL	32.98	
	PO 17139 MISC PARTS	120.42	1,205.17
1116 - YOUNG, LILIAN	PO 17140 2ND QRT 2015 MED - GAP	1,232.19	1,232.19
TOTAL			958,446.35

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-105-200	PERSONNEL - OE	18,564.14			
01-201-20-110-200	MAYOR & COUNCIL OE	21,834.67			
01-201-20-111-200	ADMINISTRATIVE & EXECUTIVE OE	830.30			
01-201-20-120-200	MUNICIPAL CLERK OE	473.20			
01-201-20-124-200	CALL CENTER OE	2,155.89			
01-201-20-125-200	INFORMATION TECHNOLOGY - OE	34,144.41			
01-201-20-130-200	FINANCE ADMINISTRATION OE	3,753.81			
01-201-20-145-200	COLLECTION OF TAXES OE	171.31			
01-201-20-150-200	ASSESSMENT OF TAXES OE	75.00			
01-201-20-155-200	LEGAL SERVICES & COSTS OE	10,938.58			
01-201-20-155-450	MGP - LITIGATION	3,942.65			
01-201-20-155-600	MGP - MISCELLANEOUS	5,310.00			
01-201-20-165-200	ENGINEERING SERVICES OE	1,259.30			
01-201-20-175-200	HISTORIC PRESERVATION COMMITTEE - OE	345.00			
01-201-21-180-200	REGIONAL PLANNING BD. - TWP - OE	2,646.00			
01-201-21-185-200	ZONING COSTS - OE	483.08			
01-201-23-210-200	LIABILITY INSURANCE OE	42,979.36			
01-201-23-220-200	EMPLOYEE GROUP INSURANCE OE	24,287.34			
01-201-25-240-200	POLICE OE	10,882.05			
01-201-25-265-200	FIRE OE	5,179.42			
01-201-25-266-200	FIRE HYDRANT SERVICES OE	54,367.88			
01-201-25-267-200	FIRE FACILITIES OE	6,357.52			
01-201-26-290-200	ROAD REPAIRS & MAINTENANCE OE	2,269.35			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	14,783.03			
01-201-26-315-200	VEHICLE MAINT. - ADMIN. OE	27,840.49			
01-201-27-330-200	BOARD OF HEALTH OE	1,204.25			
01-201-27-331-200	SUZANNE PATTERSON CENTER OE	32,687.50			
01-201-27-343-200	DEER MANAGEMENT PROGRAM - OE	7,806.45			
01-201-27-345-200	HUMAN SERVICES OE	114.89			
01-201-27-346-200	JT DRUG ABUSE PROGRAM - TWP - OE	962.39			
01-201-28-370-200	JOINT RECREATION BOARD OE	4,282.54			
01-201-28-375-200	PARK MAINTENANCE OE	5,163.92			
01-201-31-430-200	ELECTRICITY & GAS OE	1,277.02			
01-201-31-431-200	NATURAL GAS OE	12,336.71			
01-201-31-435-200	STREET LIGHTING OE	9,937.08			
01-201-31-440-200	TELEPHONE OE	14,849.84			
01-201-31-445-200	WATER OE	606.02			
01-201-31-455-200	SEWER FACILITIES OPERATING OE	5,157.01			
01-201-31-460-200	GASOLINE OE	20,989.48			
01-201-43-495-200	PUBLIC DEFENDER OE	9,166.52			

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-203-20-105-200	(2014) PERSONNEL - OE		1,529.28		
01-203-20-120-200	(2014) MUNICIPAL CLERK OE		95.70		
01-203-20-125-200	(2014) INFORMATION TECHNOLOGY - OE		6.41		
01-203-20-130-200	(2014) FINANCE ADMINISTRATION OE		24.98		
01-203-20-145-200	(2014) COLLECTION OF TAXES OE		135.47		
01-203-20-155-200	(2014) LEGAL SERVICES & COSTS OE		2,610.00		
01-203-21-180-200	(2014) REGIONAL PLANNING BD. - TWP - OE		340.00		
01-203-23-220-200	(2014) EMPLOYEE GROUP INSURANCE OE		150.00		
01-203-25-240-200	(2014) POLICE OE		1,442.20		
01-203-25-265-200	(2014) FIRE OE		760.00		
01-203-25-267-200	(2014) FIRE FACILITIES OE		494.03		
01-203-25-269-200	(2014) FIRE LOSAP ALTERNATIVE OE		340.00		
01-203-26-310-200	(2014) PUBLIC BUILDINGS & GROUNDS OE		3,424.85		
01-203-27-341-200	(2014) SAVE BOARDING COSTS OE		750.00		
01-203-31-430-200	(2014) ELECTRICITY & GAS OE		33,540.47		
01-203-31-455-200	(2014) SEWER FACILITIES OPERATING OE		55.09		
01-204-55-002-000	ACCOUNTS PAYABLE			136.69	
01-214-55-900-062	THIRD PARTY LIENS PAYABLE			54,757.76	
01-260-05-100	DUE TO CLEARING/CLAIMS			0.00	566,368.31
01-276-55-007-000	RESERVE FOR CONSOLIDATION EMERGENCY			32,359.98	
01-286-55-000-005	RES - FOR TAX SALE PREMIUM			11,000.00	
TOTALS FOR	CURRENT FUND	422,415.40	45,698.48	98,254.43	566,368.31
02-213-44-904-301	PRINCETON UNIVERSITY FIRE			1,356.00	
02-213-44-911-301	CLEAN COMMUNITIES			88.60	
02-260-05-100	DUE TO CLEARING/CLAIMS			0.00	1,444.60
TOTALS FOR	GRANT FUND	0.00	0.00	1,444.60	1,444.60
04-215-05-014-000-000	REHAB SEWER SYSTEM ORD 2005-14			158,911.32	
04-215-09-019-000-000	VARIOUS CAPITAL IMPROVEMENTS ORD 2009-19			262.00	
04-215-10-021-000-000	VARIOUS CAPITAL IMPROVEMENTS ORD 2010-21			19,187.50	
04-215-11-013-000-000	VARIOUS CAPITAL IMPROVEMENTS ORD 2011-13			11,344.76	
04-215-11-016-000-000	VARIOUS CAPITAL IMPROVEMENTS ORD 2011-16			45,149.86	
04-215-11-016-121-317	ORD 2011-16 PARK FURNISHINGS & EQUIPMENT			4,296.02	
04-215-13-021-000-000	VARIOUS CAPITAL IMPROVEMENTS ORD 2013-21			18,404.40	
04-215-14-005-000-000	Ordinance 2014-05			954.45	
04-215-14-025-000-000	Ordinance 2014-25			21,799.20	
04-221-55-000-009	RESERVE FOR MOUNTAIN LAKE DAM REHAB			1,600.00	
04-260-05-100	DUE TO CLEARING/CLAIMS			0.00	281,909.51
TOTALS FOR	GENERAL CAPITAL FUND	0.00	0.00	281,909.51	281,909.51
05-201-02-007-200	PARKING OE	37,655.92			
05-201-02-009-000	JITNEY EXPENSES	2,781.76			
05-203-02-007-200	(2014) PARKING OE		18.04		
05-260-05-100	DUE TO CLEARING/CLAIMS			0.00	40,455.72
TOTALS FOR	PARKING UTILITY OPERATING FUND	40,437.68	18.04	0.00	40,455.72
12-201-20-125-200	OPEN SPACE - OTHER EXPENSE - PARK MAINT	18,931.00			
12-260-05-100	DUE TO CLEARING/CLAIMS			0.00	18,931.00
TOTALS FOR	OPEN SPACE FUND	18,931.00	0.00	0.00	18,931.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
14-400-65-000-000	RESERVE FOR EXPENDITURE			3,660.00	
TOTALS FOR	ANIMAL CONTROL TRUST	0.00	0.00	3,660.00	3,660.00
17-260-05-100	Due To Claims/Clearing			0.00	14,973.23
17-290-20-000-000	PROFESSIONAL FEES			12,800.25	
17-290-40-000-000	PERFORMANCE GUARANTEE			1,500.00	
17-290-50-000-000	INSPECTION FEES			672.98	
TOTALS FOR	ESCROW	0.00	0.00	14,973.23	14,973.23
21-201-12-110-200	CONSTRUCTION EXPENSES - OE	1,725.00			
21-260-05-100	DUE TO CLAIMS/CLEARING			0.00	1,725.00
TOTALS FOR	TRUST FUND	1,725.00	0.00	0.00	1,725.00
40-201-20-105-200	AFFORDABLE HOUSING BOARD OE	28,815.30			
40-203-20-105-200	(2014) AFFORDABLE HOUSING BOARD OE		163.68		
40-260-05-100	DUE TO CLAIMS/CLEARING			0.00	28,978.98
TOTALS FOR	AFFORDABLE HOUSING UTILITY	28,815.30	163.68	0.00	28,978.98

Total to be paid from Fund 01 CURRENT FUND	566,368.31
Total to be paid from Fund 02 GRANT FUND	1,444.60
Total to be paid from Fund 04 GENERAL CAPITAL FUND	281,909.51
Total to be paid from Fund 05 PARKING UTILITY OPERATING FUND	40,455.72
Total to be paid from Fund 12 OPEN SPACE FUND	18,931.00
Total to be paid from Fund 14 ANIMAL CONTROL TRUST	3,660.00
Total to be paid from Fund 17 ESCROW	14,973.23
Total to be paid from Fund 21 TRUST FUND	1,725.00
Total to be paid from Fund 40 AFFORDABLE HOUSING UTILITY	28,978.98

	958,446.35

Checks Previously Disbursed

32615	PRINCETON PAYROLL	PO# 17170 3/26/2015 PAYROLL	684,997.88	3/26/2015

			684,997.88	

Total paid from Fund 01 CURRENT FUND	684,997.88

	684,997.88

Total for this Bills List: **1,643,444.23**



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Engineering

AGENDA ITEM

**Stone Hill Church (Formally Westerly Road Church) 1025 and 933
Bunn Drive; Block 2803 Lots 1 & 2 Reduction of Inspection Fees to
\$5,000.00**

ATTACHMENTS:

- Westerly Road Church-Inspection Escrow Reduction (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Patrick Simon, Councilman
SECONDER: Jo Butler, Councilwoman
AYES: Howard, Crumiller, Liverman, Butler, Simon
ABSENT: Bernard Miller

**DEPARTMENT OF COMMUNITY DEVELOPMENT
OFFICE OF THE ENGINEER**

DATE: April 1, 2015
TO: Marc Dashield, Princeton Administrator
FROM: Robert V. Kiser, P.E., Director of Engineering
PROJECT: **Westerly Road Church**
Applicant: Attn. Debbie Momm, Administrator of Finance
Stone Hill Church
1025 Bunn Drive, NJ
Princeton, NJ 08540

<input type="checkbox"/> Performance Guaranty	<input type="checkbox"/> Reduction	<input type="checkbox"/> Release	<input type="checkbox"/> Extension
<input type="checkbox"/> Maintenance Guaranty	<input type="checkbox"/> Acceptance	<input type="checkbox"/> Release	<input type="checkbox"/> Extension
<input checked="" type="checkbox"/> Inspection Escrow Reduction		<input type="checkbox"/> Status Report	

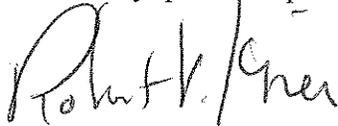
This office has received a request from the applicant in relation to the above project. Pertinent project information on file prior to this request is as follows:

1. Performance Guaranty:
Expiration Date: n/a Amount:
Form: Issued By:

- 3) Maintenance Guaranty
Expiration Date: 11-1-16 Amount: \$390,202.29
Form: Bond S0013165M Issued By: First Indemnity of America Insurance Company

The applicant has requested that the inspection fees be reduced. It is recommended that the inspection escrow be reduced to \$5,000.00 and the balance returned to the applicant at this time.

If you have any questions please contact me.



Robert V. Kiser, P.E., Director of Engineering

RVK/cc

cc: Kathy Monzo, Deputy Administrator/Director of Finance
Jack West, P.E., Land Use Engineer
Rosanna Roberto, Bookkeeper/Secretary



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Engineering

AGENDA ITEM

**Princeton University; Merwick - Stanworth; Bayard Lane; Block 14.01,
Lot 1; Block 15.04, Lot 7; Block 16.01, Lot 1, Block 17.04, Lot 102
Preliminary and Final Major Site Plan Bond Reduction**

ATTACHMENTS:

- Princeton University Merwick-Stanworth Site-Bayard Lane -Performance Guaranty Reduction (PDF)

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Patrick Simon, Councilman
SECONDER:	Jo Butler, Councilwoman
AYES:	Howard, Crumiller, Liverman, Butler, Simon
ABSENT:	Bernard Miller

**DEPARTMENT OF COMMUNITY DEVELOPMENT
OFFICE OF THE ENGINEER**

DATE: March 30, 2015
 TO: Marc Dashfield, Princeton Administrator
 FROM: Robert V. Kiser, P.E., Director of Engineering
 PROJECT: **Princeton University
 Merwick / Stanworth Site – Bayard Lane
 Block 14.01, Lot 1; Block 15.04, Lot 7; Block 16.02, Lot 1; Block 17.03, Lot 102
 Preliminary / Final Major Site Plan**
 Applicant: Thomas O’Shea, P.E., Vice President
 Van Note – Harvey
 777 Alexander Road
 Princeton, NJ 08540

Performance Guaranty Reduction _____ Release _____ Extension
 _____ Maintenance Guaranty _____ Acceptance _____ Release _____ Extension
 _____ Completion Time Extension _____ Status Report

This office has received a request from the applicant in relation to the above project. Pertinent project information on file prior to this request is as follows:

1. Performance Guaranty:

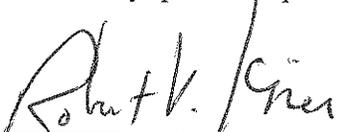
Expiration Date: n/a Amount: \$6,025,930.30
 Form: Bond No. 09127103 Held by: Fidelity and Deposit Company of Maryland

The applicant has requested a reduction of the performance guaranty for the above referenced project. The following reduction is recommended and is tabulated as follows:

	<u>90% Bond</u>	<u>10% Cash</u>	<u>Total</u>
Original Amount	\$5,423,337.27	\$602,593.03	\$6,025,930.30
Requested Reduction	\$1,898,168.04	\$210,907.56	\$2,109,075.61
30% Balance	\$3,525,169.23	\$391,865.47	\$3,916,854.69

It is recommended that Council approve the applicant's performance guaranty reduction to the new amount of \$3,916,854.69, as indicated above.

If you have any questions please contact me.



Robert V. Kiser, P.E., Director of Engineering

RVK/cc

cc: Kathy Monzo, Deputy Administrator/Director of Finance
 Jack West, P.E., Land Use Engineer



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Engineering

RESOLUTION 15-123

Top Line Construction; Improvements to Mount Lucas Road Change Order No. 1 for Cherry Valley Road in the Amount of \$200,000.00

ATTACHMENTS:

- Improvements to Mount Lucas Road- Top Line Constr. Corp. - Change Order No. 1 (PDF)
- resolution (DOC)

RESULT:	APPROVED AS AMENDED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Patrick Simon, Councilman
SECONDER:	Jo Butler, Councilwoman
AYES:	Howard, Crumiller, Liverman, Butler, Simon
ABSENT:	Bernard Miller



Municipality of Princeton

Municipal Building
400 Witherspoon Street
Princeton, NJ 08540-3496

Department of Community Development
Office of the Engineer
Telephone (609)921-7077
Fax: (609) 688-2027

ROBERT V. KISER, P.E.
Director of Engineering

MEMORANDUM

TO: Marc Dashield, Administrator

FROM: Robert V. Kiser, P.E., Director of Engineering

DATE: April 1, 2015

SUBJECT: **Improvements to Mount Lucas Road - Top Line Construction Corporation
Change Order No. 1 in the amount of \$200,000.00**

On February 24, 2015 Council awarded a contract for the above referenced project. It has been determined that additional road repairs and resurfacing work is necessary due to the harsh winter on other municipal roads including Cherry Valley Road, which is located near the project.

In consideration of the above, it is recommended that the following change order be authorized and that the repair and resurfacing work be completed as directed by the Municipal Engineering Department in the not to exceed amount of \$200,000.00

It is respectfully requested that change order No. 1, in the amount of \$200,000.00 for the above contract be considered by the Princeton Council at their April 13th meeting as follows:

Contract Amount -	\$2,079,426.13
Change Order No. 1 -	\$200,000.00
New Contract Amount -	\$2,279,426.13

Please contact me if you have any questions.

Robert V. Kiser, P.E., Director of Engineering

RVK/cc

c: Linda McDermott, Municipal Clerk
Trishka Cecil, Municipal Attorney
Kathy Monzo, Deputy Administrator/Director of Financing
Sandy Webb, CFO
Deanna L. Stockton, P.E., Assistant Engineer
Alina Ferreira, P.E., Construction Engineer
Robert Hough, Director of Infrastructure and Operations
Scott Hutchinson, Project Manager
Richard Decker, Inspector

**RESOLUTION 2015-R
OF THE MAYOR AND COUNCIL
OF THE MUNICIPALITY OF PRINCETON
TOP LINE CONSTRUCTION; IMPROVEMENTS TO MOUNT LUCAS ROAD
CHANGE ORDER NO. 1**

WHEREAS, pursuant to duly advertised Notice to Bidders in accordance with the New Jersey Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, bids were received and awarded to Top Line Construction for the Improvements to Mount Lucas Road for a contract amount of two million seventy nine thousand four hundred twenty six dollars and thirteen cents (\$2,079,426.13); and

WHEREAS, the Princeton Engineering Department recommends the authorization of Change Order No. 1 in the amount of two hundred thousand dollars and no cents (\$200,000.00) for additional road repairs and resurfacing work that is necessary due to the harsh winter on other municipal roads including Cherry Valley Road which is located near the project; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton that Change Order No. 1 in the amount of two hundred thousand dollars and no cents (\$200,000.00) is hereby approved for the improvements to Mount Lucas Road. The contract amount shall now be two million two hundred seventy nine thousand four hundred twenty six dollars and thirteen cents (\$2,279,426.13).

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Mrs. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								

I, Linda S. McDermott, Clerk of the Municipality of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Municipality at a meeting held April 13, 2015.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Municipality, this _____ day of April, 2015.

Linda S. McDermott
Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

RESOLUTION 15-124

Princeton Battlefield Area Preservation Society V. Princeton Planning Board Et Al.: Institute for Advanced Study Land Use Litigation, Karen Cayci Esq., \$8,250.

ATTACHMENTS:

- Princeton Battlefield Area Preservation Society v Princeton Planning Board et al IAS Study Land Use Litigation (PDF)

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Patrick Simon, Councilman
SECONDER:	Jo Butler, Councilwoman
AYES:	Howard, Crumiller, Liverman, Butler, Simon
ABSENT:	Bernard Miller

MASON, GRIFFIN & PIERSON
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor & Council of Princeton

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



Date: April 1, 2015

**Re: Princeton Battlefield Area Preservation Society v. Princeton Planning Board, et al.:
Institute for Advanced Study Land Use Litigation**

The Princeton Planning Board has approved an amended site plan for the Institute for Advanced Study involving the construction of faculty housing. Following that approval, the Princeton Battlefield Area Preservation Society has filed a lawsuit against the Planning Board challenging approval of the Institute's amended site plan. Karen L. Cayci, Esq. served as special counsel to the Planning Board in connection with the Institute application.

On March 19, 2015, the Planning Board adopted a resolution recommending a professional service agreement with Ms. Cayci for a sum not to exceed \$8,250.00 to provide for the legal defense of the Planning Board's decision.

To this end, I have prepared and attach hereto a proposed resolution and professional services agreement.

We would appreciate your considering this request as a part of your agenda on April 13, 2015.

EWS:kaj

cc: Marc D. Dashfield, Princeton Administrator
Kathryn Monzo, Assistant Princeton Administrator
Linda S. McDermott, Princeton Clerk
Robert V. Kiser, P.E., Princeton Engineer
Lee O. Solow, PP, AICP, Princeton Planning Director
Ilene Cutroneo, Princeton Planning Board Coordinator

COUNTY OF MERCER

PRINCETON

STATE OF NEW JERSEY

RESOLUTION

WHEREAS, the Princeton Planning Board has been sued in the matter of the *Princeton Battlefield Area Preservation Society v. Princeton Planning Board, et al.* concerning said Board's approval of the amended Institute for Advanced Study site plan; and

WHEREAS, the Planning Board requires legal services to defend its approval; and

WHEREAS, the New Jersey Local Public Contract Law, *N.J.S.A. 40A:11-1 et seq.* requires that a resolution authorizing the award of a contract for "professional services" without competitive bidding and the contract itself must be available for public inspection.

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

1. The Mayor and Clerk of Princeton are hereby authorized and directed to execute a professional services agreement with Karen L. Cayci, Esq., Herbert, Van Ness, Cayci & Goodell, P.C., 3131 Princeton Pike, Building 4, Suite 114, Lawrenceville, New Jersey, 08648 for a sum not to exceed Eight Thousand Two Hundred and Fifty (\$8,250.00) Dollars to represent the Princeton Planning Board in connection with the above-referenced litigation.

2. This contract is being awarded without competitive bidding as a "professional service" contract in accordance with the provisions of *N.J.S.A. 40A:11-5(1)(a)* of the New Jersey Local Public Contracts Law, for services to be performed by a person authorized by law to practice a recognized profession that is by law regulated.

3. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the above resolution was adopted by the Mayor and Council of Princeton at their regular meeting held on the 13th day of April, 2015.

Linda S. McDermott, Clerk
Princeton

2015

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 13th day of April 2015, by and between **PRINCETON**, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as "**PRINCETON**") and **HERBERT, VAN NESS, CAYCI & GOODELL, P.C.**, Suite 114, Building 4, 3131 Princeton Pike, Lawrenceville, New Jersey 08648 (hereinafter referred to as "**ATTORNEYS**").

WITNESSETH:

WHEREAS, Princeton requires professional legal services to defend the Princeton Planning Board in connection with litigation entitled *Princeton Battlefield Area Preservation Society v. Princeton Planning Board, et al.*; and

WHEREAS, **PRINCETON** has adopted a Resolution authorizing the award of a Contract for Professional Services to the **ATTORNEYS** without competitive bidding as permitted by *N.J.S.A. 40A:11-1 et seq.*

NOW, THEREFORE, IT IS AGREED by and between **PRINCETON** and the **ATTORNEYS** as follows:

1. The **ATTORNEYS** are hereby retained by **PRINCETON** for the Princeton Planning Board to represent said Board in litigation entitled *Princeton Battlefield Area Preservation Society v. Princeton Planning Board, et al.*

2. The **ATTORNEYS** agree to represent the Princeton Planning Board in connection with the above-referenced litigation.

3. The **ATTORNEYS** agree to designate Karen L. Cayci, Esq. as the lead attorney to represent said Planning Board in connection with the above-referenced litigation.

4. The **ATTORNEYS** agree to bill **PRINCETON** at the rate of \$165.00 per hour for a sum not to exceed Eight Thousand Two Hundred and Fifty (\$8,250.00) Dollars in connection with the providing of legal services to the Princeton Planning Board concerning the above-referenced matter.

5. All legal services to be provided by the **ATTORNEYS** shall be coordinated through the office of the Princeton Planner.

6. The parties hereby incorporate into this agreement the attached mandatory affirmative action/non-discrimination addendum per attached Exhibit A.

7. The **ATTORNEYS** agree to file with **PRINCETON's** Chief Financial Officer their New Jersey Business Registration Certificate as required by P.L. 2004 Chapter 57 of the Laws of the State of New Jersey per Exhibit B.

8. The **ATTORNEYS** shall comply with the requirements of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.7*, per attached Exhibit C.

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

ATTEST:

Linda S. McDermott, Clerk

ATTEST:

PRINCETON, a municipal corporation of the State of New Jersey

By: _____
Liz Lempert, Mayor

HERBERT, VAN NESS, CAYCI & GOODELL, P.C.

By: _____
Karen L. Cayci, Esq.

EXHIBIT "A"

AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE ATTACHMENT

for

PROCUREMENT AND SERVICE CONTRACTS, INCLUDING PROFESSIONAL SERVICES AGREEMENTS

Pursuant to N.J.A.C. 17:27-3.5(a)1 and 4.3(a)1, each vendor (also referred to herein as "contractor") shall submit to Princeton (also referred to as "public agency" or "agency"), after notification of award but prior to execution of a goods and services contract with Princeton, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302) provided by the Division and distributed to Princeton to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit nor shall Princeton accept an employee information report unless the contractor certifies and agrees to the following: The contractor, where appropriate, certifies that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

A contractor shall not enter into a binding subcontract with a subcontractor unless the subcontractor has submitted to said contractor one of the three documents listed above.

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

A. 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 all 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.

B. 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.

C. 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.

D. 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.

E. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with:

- (1) Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2; or
- (2) Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

F. 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.

G. 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;

H. 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, 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.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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 and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by Princeton, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by Princeton, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from Princeton of any prior violation of this section of the contract.

EXHIBIT B

BUSINESS REGISTRATION & SALES & USE TAX ADDENDUM

P.L. 2004, c.57 (N.J.S.A. 52:32-44) imposes the following requirements on contractors and subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

A. Proof of Contractor's Business Registration

The contractor must provide a copy of its business registration certificate issued by the Department of the Treasury or such other form or verification that the contractor is registered with the Department of the Treasury. Proof of business registration must be submitted no later than at the time of execution of this contract.

B. Proof of Subcontractors' Business Registration

The contractor shall not enter into any contract with a subcontractor under this contract unless the subcontractor first provides proof of valid business registration to the contractor. Also, if the contractor subcontracts any of the work:

1. The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Subcontractors through all tiers of the project must provide written notice to their subcontractors to submit proof of business registration, and subcontractors shall collect such proofs of business registration.
2. The contractor shall forward copies of proof of the subcontractors' business registrations to the contracting agency.
3. The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance.
4. Before final payment is made by the contracting agency under this contract, the contractor shall submit to the contracting agency a complete and an accurate list of all subcontractors, along with their proof of business registration (if not previously provided), used in fulfillment of the contract. If no subcontractors were used, the contractor shall attest to same prior to final payment.

A contractor or subcontractor who fails to provide proof of business registration or provides false information of business registration shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each proof of business registration not properly provided under a contract with a contracting agency.

C. Sales and Use Tax

For the term of this contract, the 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.

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

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

EXHIBIT C

NEW JERSEY "LOCAL UNIT PAY-TO-PLAY LAW" COMPLIANCE

Political Contribution Disclosure

This Agreement has been awarded to CONTRACTOR/CONSULTANT based on the merits and abilities of CONTRACTOR/CONSULTANT to provide the goods or 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, CONTRACTOR/CONSULTANT hereby certifies that CONTRACTOR/CONSULTANT (including persons and other business entities having an interest in CONTRACT/CONSULTANT as defined by *N.J.S.A. 19:44A-20.7*) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-1 et seq.* (*i.e.*, in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform 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 for Princeton when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office for Princeton when the Agreement is awarded.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

RESOLUTION 15-125

**Resolution Authorizing Princeton Fire Department to Enter into a
Cooperative Pricing Agreement**

ATTACHMENTS:

- Cranford Police Coop memo 2015 (DOCX)
- Cranford Resolution Cooperative Pricing (DOCX)
- Cooperative Pricing Agreement (Interlocal Agreement) (DOC)

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Patrick Simon, Councilman
SECONDER:	Jo Butler, Councilwoman
AYES:	Howard, Crumiller, Liverman, Butler, Simon
ABSENT:	Bernard Miller

02.9.2015

Memo

To
Mayor and Council

From
Robert Gregory

CC
Marc Dashield
Kathy Monzo

Re
Resolution to join
HGACBuy

Comments:

The Cranford Police Cooperative Pricing system is no cost to join and it will allow the Fire Department to purchase vehicles and equipment without having to obtain three bids, it also can be used in place of the state cooperative program allowing for less rigid sales packages and more options therefore saving the town time and money. This cooperative will be used for Chiefs vehicles with the associated light packages.

Princeton Department of Emergency & Safety Services

609-497-7632
Fax 609-945-6080

1 Monument Drive
Princeton NJ 08540

www.princetonnj.gov
rgregory@princetonnj.gov



RESOLUTION
MAYOR AND COUNCIL OF PRINCETON

A RESOLUTION AUTHORIZING PRINCETON FIRE DEPARTMENT TO ENTER INTO A
COOPERATIVE PRICING AGREEMENT

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Cranford Police Cooperative Pricing System (ID # 47-CPCPS), hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on April 13, 2015 the governing body of the Princeton, County of Mercer County , State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of Princeton

Pursuant to the provisions of *N. J.S.A. 40A:11-11(5)*, Mayor Liz Lempert is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

This resolution shall take effect immediately upon passage.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								

I, LINDA McDERMOTT, Clerk of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Princeton at a meeting held April 13, 2015.

LINDA McDERMOTT
Princeton Clerk

COOPERATIVE PRICING SYSTEM AGREEMENT

CRANFORD POLICE COOPERATIVE PRICING SYSTEM

AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this ____ day of _____, 2014, by and between the ***Township of Cranford*** and the ***Town of Princeton***, who desire to participate in the Cranford Police Cooperative Pricing System.

WITNESSETH

WHEREAS, N.J. S.A 40A:11-11(5), specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the ***Township of Cranford*** is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include ***police vehicles*** and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter on the anniversary of the registration of the system publish a legal ad in such format as required by N.J.A.C. 5:34-7.9(a) in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.

- (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.
4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
 5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
 6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
 7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - (A) The quantities ordered for the Lead Agency's own needs, and
 - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
 8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
 9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.

10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. It is agreed that each participating contracting unit shall pay the Lead Agency an annual fee of \$0 as its estimated prorated share of the administrative costs incurred by the Lead Agency. In the event this estimated prorated share should prove insufficient, each party agrees to pay an additional prorated sum to be determined by all of the participating contracting units.
16. This Agreement shall become effective immediately upon the review and approval of the Director of the Division of Local Government Services and shall continue in effect until any party to this Agreement shall give written notice of its intention to terminate its participation.
17. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.
18. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
19. This Agreement shall be binding upon and ensure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE TOWNSHIP OF CRANFORD

BY: _____
Terence Wall, Township Administrator

ATTEST BY: _____

FOR THE TOWN OF PRINCETON

BY: _____

ATTEST BY: _____



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

RESOLUTION 15-126

Resolution Establishing the HGACBuy for Princeton Fire Department

ATTACHMENTS:

- HGACBuy memo 2015 (DOCX)
- HGACBuy Resolution (DOCX)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Patrick Simon, Councilman

SECONDER: Jo Butler, Councilwoman

AYES: Howard, Crumiller, Liverman, Butler, Simon

ABSENT: Bernard Miller

02.9.2015

Memo

To
Mayor and Council

From
Robert Gregory

CC
Marc Dashield
Kathy Monzo

Re
Resolution to join
HGACBuy

Comments:

The Houston-Galveston Area Council (H-GAC) is a regional council of governments operating under the laws of the State of Texas and governed by a board comprised of 35 elected officials from the 13 county region. The H-GAC Board awards all contracts, which can then be made available to local governments nationwide thru HGACBuy.

HGACBuy is a unit of local government and a political subdivision of the State of Texas. The HGACBuy Program is over 30 years old and specializes in high ticket, capital intensive products and services that require technical, detailed specifications and extensive professional skills to evaluate bid responses. All products offered through HGACBuy have been awarded by virtue of a public competitive process. There are no annual membership dues required to purchase thru HGACBuy.

Government entities join by executing an Interlocal Contract to participate in HGACBuy. This document sets out the conditions, requirements and processes through which an entity's purchase orders are received, confirmed to contract and processed.

HGACBuy gives Princeton access to volume purchasing and discounts. HGACBuy has over 200 years of combined purchasing experience to work on Princeton's behalf. They write technical specifications eliminate the need to hire consultants for that purpose. They absorb the costs associated with publishing legal notices. They offer you an expedited procurement process so you need not be delayed for months preparing specifications and satisfying all of the other requirements for competitive bids and proposals.

HGACBuy is a self-funded "Enterprise Fund" government agency, self-supported thru an administrative fee assessed to the contractor. An "Order Processing Charge" (Administrative Fee) will appear on quotation forms for purchases of motor vehicles in the State of Texas in accordance with State of Texas, Department of Transportation, Division of Motor Vehicles requirements.

Princeton Department of Emergency & Safety Services

609-497-7632
Fax 609-945-6080

1 Monument Drive
Princeton NJ 08540

www.princetonnj.gov
rgregory@princetonnj.gov



RESOLUTION
MAYOR AND COUNCIL OF PRINCETON

RESOLUTION ESTABLISHING THE
HGACBuy

WHEREAS, Princeton Fire Department can utilize the services offered through the HGACBuy located at 3555 Timmons Lane, Suite 120 Houston, TX 77027.

WHEREAS, significant benefits to Princeton would be as follows;

- Expedited procurement
- Volume purchasing discounts
- On-duty professional staff assistance
- Research and development of technical specifications
- Contract administration

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of Princeton authorize the Administrator to enter into a contract for purchases made through HGACBuy.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								
<p>I, LINDA McDERMOTT, Clerk of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Princeton at a meeting held April 13, 2015.</p>								
<p>_____</p> <p>LINDA McDERMOTT Princeton Clerk</p>								



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

RESOLUTION 15-127

**Person to Person Liquor License Transfer, 1114-33-001-005 KJDM
Holdings LLC to MTP Holdings LLC**

ATTACHMENTS:

- Transfer Resolution (DOCX)

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Patrick Simon, Councilman
SECONDER:	Jo Butler, Councilwoman
AYES:	Howard, Crumiller, Liverman, Butler, Simon
ABSENT:	Bernard Miller

Municipality of Princeton

RESOLUTION

WHEREAS, an application has been filed for a person to person transfer of Plenary Retail Consumption License 1114-33-001-005 heretofore issued to KJDM Holdings LLC, 256 Nassau Street, Princeton, New Jersey;

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term;

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33;

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of Princeton does hereby approve, effective April 13, 2015, the transfer of the aforesaid Plenary Retail Consumption License, KJDM Holdings LLC, 256 Nassau Street, Princeton, NJ. and does hereby direct the Municipal Clerk/ABC Board Secretary to endorse the license certificate to the new ownership as follows: "This license subject to all its terms and conditions, is hereby transferred to MTP Holdings LLC, effective April 13, 2015."

I, Linda S. McDermott, Municipal Clerk of Princeton, in the County of Mercer, in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council of Princeton, N.J. at a meeting held April 13, 2015.

Linda S. McDermott
Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

RESOLUTION 15-128

**Banner Request Over Washington Road Princeton Fire Department for
Inspection Parade, June 8-15, 2015**

ATTACHMENTS:

- Princeton Fire Department banner resolution (DOC)

<p>RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]</p> <p>MOVER: Patrick Simon, Councilman</p> <p>SECONDER: Jo Butler, Councilwoman</p> <p>AYES: Howard, Crumiller, Liverman, Butler, Simon</p> <p>ABSENT: Bernard Miller</p>

**RESOLUTION
OF THE MAYOR AND COUNCIL
OF PRINCETON
APPROVING THE PLACEMENT OF A BANNER AS REQUESTED
BY THE PRINCETON FIRE DEPARTMENT**

WHEREAS, The Princeton Fire Department will be announcing their Annual Inspection Parade; and

WHEREAS, The Princeton Fire Department has requested permission to install a banner over Washington Road in Princeton with approval of the Office of Community and Regional Affairs at Princeton University beginning Monday, June 8th, 2015 through Monday, June 15th, 2015 to advertise their event to the entire Princeton Community; and

WHEREAS, this banner will be promptly removed after its use as required by Borough ordinances; and

WHEREAS, in accordance with Borough Ordinance 3-17 any banner that is removed by Princeton will be held by Princeton for thirty (30) days and then disposed of; and

WHEREAS, in accordance with Borough Ordinance 3-17 any applicant failing to remove a banner will not be permitted to display any banner for the succeeding two years; and

NOW THEREFORE BE IT RESOLVED that the Mayor and Council hereby approve placement of said banner on Washington Road in accordance with Borough Ordinances 3-14-3-17.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								

I, Linda McDermott, Municipal Clerk of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Princeton at a meeting held April 13rd, 2015.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Princeton, this 14th day of April, 2015.

Linda S. McDermott
Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

RESOLUTION 15-129

Resolution Approving Firefighter Membership Application for Danielle Sawtelle

ATTACHMENTS:

- Fire Fighter Danielle Sawtelle (DOC)

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Patrick Simon, Councilman
SECONDER:	Jo Butler, Councilwoman
AYES:	Howard, Crumiller, Liverman, Butler, Simon
ABSENT:	Bernard Miller

**RESOLUTION
OF THE MAYOR AND COUNCIL
OF PRINCETON
APPROVING FIRE DEPARTMENT APPLICATION FOR
DANIELLE SAWTELLE**

WHEREAS, Danielle Sawtelle has met all requirements of Borough of Princeton Code of Laws, Chapter 14, Section 25(a) through 25(f) as a member of the Mercer Engine Company #3; and

WHEREAS, the membership application has been reviewed by the municipal officers; and

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of Princeton hereby approve the application for membership to the Office of the Administrator, the Fire Chief and Fire Company.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Miller								
Mr. Liverman								
Mr. Simon								
Mayor Lempert								

I, Linda S. McDermott, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held April 13, 2015

Linda S. McDermott
Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

RESOLUTION 15-130

Resolution Approving Firefighter Membership Application for Matthew Coules

ATTACHMENTS:

- Fire Fighter Matthew Coules (DOC)

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Patrick Simon, Councilman
SECONDER:	Jo Butler, Councilwoman
AYES:	Howard, Crumiller, Liverman, Butler, Simon
ABSENT:	Bernard Miller

**RESOLUTION
OF THE MAYOR AND COUNCIL
OF PRINCETON
APPROVING FIRE DEPARTMENT APPLICATION FOR
MATTHEW COULES**

WHEREAS, Matthew Coules has met all requirements of Borough of Princeton Code of Laws, Chapter 14, Section 25(a) through 25(f) as a member of the Mercer Engine Company #3; and

WHEREAS, the membership application has been reviewed by the municipal officers; and

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of Princeton hereby approve the application for membership to the Office of the Administrator, the Fire Chief and Fire Company.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Miller								
Mr. Liverman								
Mr. Simon								
Mayor Lempert								

I, Linda S. McDermott, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held April 13, 2015.

Linda S. McDermott
Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

RESOLUTION 15-131

Personnel Update

ATTACHMENTS:

- Closed Session Resolution (DOCX)

<p>RESULT: ADOPTED [UNANIMOUS]</p> <p>MOVER: Lance Liverman, Councilman</p> <p>SECONDER: Jo Butler, Councilwoman</p> <p>AYES: Howard, Crumiller, Liverman, Butler, Simon</p> <p>ABSENT: Bernard Miller</p>

RESOLUTION

TO GO INTO CLOSED SESSION
(Open Public Meetings Act Sec.3)

BE IT RESOLVED by the Mayor and Council of Princeton:

1. This body will now convene into a closed session that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7B of the Open Public Meetings Act.
2. The general nature of the subject or subjects to be discussed in said session is as follows:

Personnel/Negotiations:

- Personnel Update
- Peck Place
- Land Acquisition
- Potential Conveyance of Easements

Stated as precisely as presently possible, the following are the time when and the circumstances under which the discussion conducted at said session can be disclosed to the public:

Within 90 days or upon settlement of litigation, if applicable



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

AGENDA ITEM

Negotiations:



Mayor and Council
400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

AGENDA ITEM

A. Peck Place



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

AGENDA ITEM

B. Land Acquisition



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/13/15 07:00 PM
Department: Clerk

AGENDA ITEM

C. Potential Conveyance of Easements