



**PRINCETON**  
**MAYOR AND COUNCIL OF PRINCETON**  
**AGENDA • NOVEMBER 28, 2016**

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**Regular Meeting**

**Main Council Room**

**6:00 PM**

400 Witherspoon Street, Princeton, NJ 08540

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**I. STATEMENT CONCERNING NOTICE OF MEETING**

**II. ROLL CALL**

**III. 6:00 P.M. CLOSED SESSION**

1. 16-329 Closed Session Resolution
2. Personnel - Municipal Attorney
3. Personnel - Boards, Commissions and Committees
4. Litigation - Drake v. Princeton, et al

**IV. 7:00 P.M. OPEN SESSION**

**V. PLEDGE OF ALLEGIANCE**

**VI. AWARD OF RECOGNITION: CORNERSTONE COMMUNITY KITCHEN**

**VII. PROCLAMATION**

1. Giving Tuesday

**VIII. APPROVAL OF MINUTES**

1. August 8, 2016
2. November 3, 2016
3. November 9, 2016 Special Meeting 8:00 a.m.
4. November 9, 2016 Closed Session 1:00 p.m.

**IX. ANNOUNCEMENTS**

**X. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

**XI. PRESENTATION**

1. Invasive Species Report - Michael Van Clef

**XII. REPORTS**

1. 2017 Goals and Priorities
2. September 2016 Police Report

**XIII. WORK SESSION**

1. 16-330 Amendment to the Waxwood Redevelopment Agreement

**XIV. ORDINANCE PUBLIC HEARING**

1. 2016-41 AN ORDINANCE BY PRINCETON ACCEPTING THE DONATION OF VACANT REAL PROPERTY LOCATED AT 224 CHERRY VALLEY ROAD AND DESIGNATED AS BLOCK 601, LOT 2 ON THE PRINCETON TAX MAPS.

**XV. RESOLUTIONS**

1. 16-331 Appointment of Municipal Clerk and Deputy Municipal Clerk
2. 16-332 Civil Rights Commission Policies and Procedures
3. 16-333 Adopt-A-Park Standards
4. 16-334 Bid Award to Enterprise Network Resolutions Contracting, LLC. for the Environmental Cleanup of Soil at the Vacant Valley Road Municipal Site (Block 7002, Lot 1) in a Not to Exceed Amount of \$220,545.00
5. 16-335 Professional Services Agreement in the Not to Exceed Amount of \$9,210.00 with Melick-Tully and Associates, P.C. for Geotechnical Engineering Services for the Environmental Cleanup of Soil at the Vacant Valley Road Municipal Site (Block 7002, Lot 1) Project
6. 16-336 Professional Services Agreement in the Not to Exceed Amount of \$10,450.00 with Petry Traffic and Transportation Engineering, LLC for Traffic Engineering Services for the Closure of the Terhune Road Access to US Route 206 to Provide for Lot Consolidation
7. 16-337 One-year Contract Extension with Eastern Armored Services, Inc. for Armored Car Services in the amount of \$100,224.00 From January 1, 2017 to December 31, 2017
8. 16-338 One-year Service Contract Extension for the Operation and Maintenance of the Jitney - Commuter Shuttle (freeB) Services to Stout's II, Inc. for a not to exceed amount of \$118,200.00 From January 1, 2017 through December 31, 2017
9. 16-339 Resolution to approve New Jersey Department of Transportation for night time work hours from 6:00 p.m. to 11:00 p.m. to rehabilitate and replace the Route 206 bridges over Stony Brook

**XVI. CONSENT AGENDA**

1. Payment of Bills and Claims
2. 16-340 Resolution Authorizing an Administrative Service Agreement with Greater Mercer TMA, Inc., in the Not to Exceed Amount of \$5,520.00. for the administration of the Princeton freeB Service from January 1, 2017 through December 31, 2017
3. 16-341 Supplemental Professional Services Agreement in the Not to Exceed Amount of \$3,175.00 with Looney Ricks Kiss (LRK) for Nassau Streetscape Design Standards
4. Release of Cash Maintenance Guaranty in the Amount of \$1,620.00 for Subway, 252 Nassau Street (Block 30.02 Lot 79 and 89) to Ashoka Systems Inc.
5. Release of cash maintenance guaranty in the amount of \$22,170.74 along with any remaining escrows and inspection fees for 4 Mercer Street (Block 41.01 Lots 19 and 20) Preliminary and Final Site Plan to Princeton University
6. 16-342 Resolution to Accept Mercer County Hazard Mitigation Plan

**XVII. CLOSED SESSION (CONTINUATION OF ABOVE IF NECESSARY)****XVIII. ADJOURNMENT**



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Clerk

**RESOLUTION 16-329**

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**Closed Session Resolution**

BE IT RESOLVED by the Mayor and Council of Princeton:

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.

The general nature of the subject or subjects to be discussed in said session are as follows:

Personnel - Municipal Attorney

Personnel -Appointments to Boards, Commissions and Committees

Litigation - Drake v. Princeton, et al

The matters discussed will be made public when the need for confidentiality no longer exists.

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

I, Kathleen K. Brzezynski, Deputy 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 November 28, 2016.

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Kathleen K. Brzezynski, Deputy Clerk



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Clerk

**AGENDA ITEM**

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**Personnel - Municipal Attorney**



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Clerk

**AGENDA ITEM**

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**Personnel - Boards, Commissions and Committees**



**Mayor and Council**

400 Witherspoon Street  
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Meeting: 11/28/16 06:00 PM  
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**AGENDA ITEM**

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**Litigation - Drake v. Princeton, et al**



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Clerk

**AGENDA ITEM**

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**Giving Tuesday**

PROCLAMATION

WHEREAS, Giving Tuesday was established as a national day of giving on the Tuesday following Thanksgiving; and

WHEREAS, Giving Tuesday is a celebration of philanthropy and volunteerism where people give whatever they are able to give; and

WHEREAS, Giving Tuesday is a day where citizens work together to share commitments, rally for favorite causes, build a stronger community, and think about other people; and

WHEREAS, it is fitting and proper on Giving Tuesday and on every day to recognize the tremendous impact of philanthropy, volunteerism, and community service in Princeton; and

WHEREAS, Giving Tuesday is an opportunity to encourage citizens to serve others throughout this holiday season and during other times of the year.

NOW, THEREFORE, I, Liz Lempert, Mayor of Princeton, do hereby proclaim November 29, 2016 as

**Giving Tuesday**

in the Municipality of Princeton, and encourage all citizens to join together to give back to the community in any way that is personally meaningful.

**GIVEN UNDER MY HAND AND SEAL THIS 28<sup>th</sup> day of November, 2016.**

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Liz Lempert, Mayor



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Clerk

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**AGENDA ITEM**

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**August 8, 2016**

**ATTACHMENTS:**

- August 8, 2016 Minutes (PDF)



# PRINCETON

Draft

## MAYOR AND COUNCIL OF PRINCETON

MINUTES • AUGUST 8, 2016

Regular Meeting

Main Council Room

6:30 PM

400 Witherspoon Street, Princeton, NJ 08540

### I. STATEMENT CONCERNING NOTICE OF MEETING

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 a written notice. On August 5, 2016 at 11:20 a.m., said notice was posted on the official bulletin board in the Municipal Building, transmitted to the Princeton Packet, the Trenton Times, the Town Topics and filed with the Municipal Clerk.

### II. ROLL CALL

The Municipal Clerk then called the roll.

Present for Council: Mayor Lempert (6:45 p.m.), Councilwoman Howard (6:45 p.m.), Councilwoman Butler, Councilwoman Crumiller, Council President Liverman, Councilman Miller and Councilman Simon.

Absent: None.

Also Present: Mr. Dashield, Administrator, Trishka Cecil, Esq., Municipal Attorney.

### III. 6:30 P.M. CLOSED SESSION

#### 1. 16-241 Resolution, Closed Session

<b>RESULT:</b>	<b>ADOPTED [5 TO 0]</b>
<b>MOVER:</b>	Jo Butler, Councilwoman
<b>SECONDER:</b>	Jenny Crumiller, Councilwoman
<b>AYES:</b>	Crumiller, Miller, Liverman, Butler, Simon
<b>RECUSED:</b>	Howard, Lempert

#### 2. Litigation: Knapp v. Borough of Princeton

Mayor Lempert and Ms. Howard were recused from this discussion.

#### 3. Litigation: Affordable Housing Declaratory Judgement Action Update

Kevin Van Hise, Esq., was present for this discussion with Council.

The above referenced items were discussed by the Council.

**IV. 7:00 P.M. OPEN SESSION****V. PLEDGE OF ALLEGIANCE**

The audience participated in the pledge of allegiance.

**VI. ANNOUNCEMENTS**

Ms. Butler said that on August 10, 2016 the Recreation Camp will hold its annual cardboard canoe race and on August 20, 2016 concerts will begin at Community Park North.

**VII. COMMENTS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA**

Yina Moore, 19 Green Street, spoke to Council in regard to a July 29, 2016 Letter to the Editor in the Princeton Packet concerning the Mary Moss Park concept plan. She said that the Witherspoon-Jackson neighborhood looks forward to working with the Recreation Department and RBA Consultants to implement new design revisions and refinements to the proposed concept plan.

(Letter to the Editor appended to this set of minutes)

**VIII. REPORTS****1. Revenue & Expenditure Report Period Ending June 30, 2016**

Sandra Webb, Chief Financial Officer, reviewed with Council the Revenue and Expenditure Report for the period ending June 30, 2016. She said that many of the noted revenues are already at 100% of what was anticipated. She noted that there was a delay in payment of State Hazard Use fees which were not be paid out until June.

Ms. Butler said that under "taxes due" it appears that we are slightly ahead in collections noting that this is good news.

Mr. Miller stated that the energy receipt tax is vulnerable to the federal government and was concerned about receipt of payment. Ms. Webb said that the energy receipt tax always is vulnerable but that she is expecting full receipt.

Mr. Simon asked if Council can receive advanced calculations of current taxes that we've collected. Mr. Dashield said that we do not payout to Mercer County and Princeton schools until the end of the year, so we cannot give Council advanced calculations.

**2. Update on 2016 Council Goals, Marc Dashield**

Mr. Dashield reviewed with Council a power point presentation regarding an August status report for Council Goals and Priorities.

(Status Report appended to this set of minutes)

**Council Reports**

Ms. Howard said that there have been bear sightings in Princeton recently. She reminded residents to call the Police Department if a bear is seen.

Mr. Liverman reported that there will be a Safe Streets program August 12-14, 2016.

Ms. Butler stated that there has been 85,500 people in attendance at the pool this summer.

Mayor Lempert reported that the Library has finished the demolition of the second story floor area.

Mr. Dashield said the updating of the Monument Council Room will be handled by the Public Works Department. Ms. Butler said that she was not aware that there have been a lot of requests for use of the room. She stated that there is resistance from Council to meet there and is concerned that there removal of the dais is expensive and once removed, it will not be put back.

Mr. Simon stated that he has concerns about how to share space effectively.

Mr. Miller said that he would like to see other ways in which Monument Main could be laid out.

## IX. ORDINANCE INTRODUCTION

1. 2016-35 An Ordinance Granting Renewal of Municipal Consent to Comcast of Central New Jersey II to Construct, Connect, Operate and Maintain a Cable Television and Communications System in the Municipality of Princeton, Mercer County, New Jersey (Public Hearing September 12, 2016)

Mayor Lempert read the proposed ordinance by title.

**Motion** – to introduce

<b>RESULT:</b>	<b>INTRODUCED [UNANIMOUS]</b>
<b>MOVER:</b>	Bernard Miller, Councilman
<b>SECONDER:</b>	Patrick Simon, Councilman
<b>AYES:</b>	Howard, Crumiller, Miller, Liverman, Butler, Simon

## X. ORDINANCE PUBLIC HEARING

1. 2016-34 An Ordinance By The Municipality Of Princeton Concerning Trees And Shrubs And Amending The “Code Of The Borough Of Princeton, New Jersey, 1974” And “Code Of The Township Of Princeton, New Jersey, 1968.”

Mayor Lempert read the proposed ordinance by title.

Ms. Butler spoke in regards to a memorandum from Steve Hiltner regarding suggestions for other trees to be listed as exemptions from the proposed ordinance such as Norway Maple and Tree of Heaven. Mayor Lempert said that she too would recommend an exempt tree list.

Lorraine Konopka, Municipal Arborist said that she was concerned that including such a list will chip away at the intention of the proposed ordinance and stated that this is a tree preservation ordinance.

Mr. Simon stated that it would be his preference to address issues within the ordinance and not facilitate tear downs. He said that the proposed ordinance speaks against responsive customer service.

Ms. Butler said that the Emerald Ash Bore is fatal and that one affected tree on a tree street could affect other trees on the same street.

Mayor Lempert opened the public hearing.

Lindy Eiref, 221 Dodds Lane, asked that the proposed ordinance be softened as it presents a huge burden on residents in its current state.

Daniel Harris, 28 Dodds Lane, said that the proposed ordinance is very well conceived and urged Council to adopt it.

Victoria Airgood, 35 Jefferson Road, discussed with Council a memorandum from the Shade Tree Commission regarding the proposed amendments to the Trees and Shrubs Ordinance and the benefits of an "Urban Forest".

(Memorandum appended to this set of minutes)

Robert von Zumbush, Princeton-Kingston Road said that he was very disappointed that the proposed ordinance has not been reviewed by the Historic Preservation Commission.

There being no further public comment the Mayor closed the public hearing.

Ms. Crumiller, Ms. Howard and Mr. Miller said that they were not interested in attaching an exempt tree list to the proposed ordinance.

Mr. Simon stated that he would like to see something simpler but not a list of invasive species.

Ms. Konopka said that the municipality is required to follow the rules and regulations of the New Jersey Department of Environmental Protection (NJDEP).

Ms. Howard said that we've changed the replacement standards from one tree to four trees. She was concerned that about what would happen if we offered more discretion and opened up the standards for tree replacement. Ms. Konopka stated that the tree footprint would all change. Mr. Simon said that we have trees that are too old in the public right-of-way and that there was no reason to believe that it was the same on private property.

Mr. Simon stated that some residents have a legitimate fear of trees falling on their homes during severe storms. He said that he was completely on board with the clear cutting of trees but was not on board with the ordinance as proposed.

Ms. Butler said that Princeton has many old, mature trees that are valued by everyone. She stated that a fear of trees was not a good enough reason to cut them down.

Mr. Simon said that he was trying to find a balance between privileging the tree canopy over all other goods.

Ms. Cecil stated that the proposed ordinance is worded so that one can remove a tree if they go through the permit process, pay the appropriate fee and then replace the tree. The ordinance does not deny the cutting of trees.

Ms. Konopka said that the proposed ordinance provides for a very workable, multilayered process.

It was the consensus of Council to table the adoption of the proposed ordinance until the meeting of September 12, 2016. It was also suggested that the proposed ordinance be sent to the Historic Preservation Commission for further review.

**Motion-** to table

**RESULT: TABLED**

**Next: 9/12/2016 6:00 PM**

#### **XI. CONSENT AGENDA**

**RESULT: ADOPTED [UNANIMOUS]**  
**MOVER:** Lance Liverman, Council President  
**SECONDER:** Jenny Crumiller, Councilwoman  
**AYES:** Howard, Crumiller, Miller, Liverman, Butler, Simon

1. Bills and Claims
2. 16-242 Banner Request Over Washington Road by Princeton University Office of Community and Regional Affairs, Announcing Community and Staff Day, September 12-19, 2016
3. 16-243 Banner Request Over Washington Road, The Parkinson Alliance, September 19-26, 2016
4. 16-244 Banner Request Over Washington Road, Alzheimer's New Jersey, Walk to Fight Alzheimer's, September 26-October 3, 2016
5. 16-245 Approval of Princeton University Football Game Fireworks Display, September 17, 2016
6. 16-246 Acceptance of Multi-Space Meters at Princeton Station for a Fee of \$10.00 and Extension of the Term of the License Agreement with the Trustees of Princeton University, dated December 9, 2013, to January 31, 2026
7. 16-247 Appointments to Boards, Commissions and Committees
8. 16-248 Authorizing The Appointment of Inspectors to Act in the Absence of the Fire Official

#### **XIII. ADJOURNMENT**

There being no further business the meeting was adjourned at 10:00 p.m.

Linda S. McDermott  
Municipal Clerk

Princeton  
2016 Expenditure Report

**APPROPRIATIONS  
GENERAL GOVERNMENT**

	2016 Budgeted	06/30/16 Expended	Percent Expended	Explanation
Mayor & Council				
Salaries and Wages	80,000.00	39,999.90	50.00%	
Other Expenses	22,150.00	5,801.37	26.19%	Expenditures occur later in the year
Administrative and Executive				
Salaries and Wages	214,966.00	124,659.93	57.99%	
Other Expenses	1,480,600.00	25,641.57	1.73%	Budget includes "up to cap" amount
Hazardous Bus Routing				
Other Expenses	213,000.00	0.00	0.00%	Expenditure will occur in 3rd quarter
Municipal Clerk				
Salaries and Wages	313,814.00	153,549.64	48.93%	
Other Expenses	43,500.00	8,552.31	19.66%	Budget includes Code updates, which will occur later in the year
Human Resources (Personnel)				
Other Expenses	279,725.00	102,176.33	36.53%	Billing lag for Postage & budget includes all training & conferences
Elections				
Salaries and Wages	4,500.00	1,726.94	38.38%	Expenditures occur in 4th quarter
Other Expenses	15,700.00	0.00	0.00%	Expenditures occur in 4th quarter
Information Technology				
Salaries and Wages	297,404.00	145,802.54	49.03%	
Other Expenses	517,042.00	156,964.39	30.36%	Software / hardware contracts occur throughout year
Access Princeton				
Salaries and Wages	132,140.00	70,020.08	52.99%	
Other Expenses	16,700.00	1,962.00	11.75%	Expenditures occur later in the year
Financial Administration				
Salaries and Wages	668,574.00	322,013.84	48.16%	
Miscellaneous Other Expenses	30,350.00	9,947.04	32.77%	Expenditures occur later in the year for SEC compliance & fixed asset accounting
Audit	50,000.00	0.00	0.00%	Must encumber funds for PSA
Assessment of Taxes				
Salaries and Wages	162,596.00	80,096.51	49.26%	
Other Expenses	84,000.00	17,340.74	20.64%	Expenditures occur later in the year
Collection of Taxes				
Salaries and Wages	164,507.00	71,375.36	43.39%	
Other Expenses	14,725.00	773.19	5.25%	Expenditures occur in 4th quarter
Legal Services and Costs				
Other Expenses	439,500.00	161,281.59	36.70%	Expenditures low first half of year
Municipal Prosecutor				
Other Expenses	70,000.00	0.00	0.00%	1st & 2nd quarter paid in July
Engineering Services and Costs				
Salaries and Wages	983,263.00	437,897.76	44.54%	
Other Expenses	48,000.00	4,855.94	10.12%	Expenditures occur later in the year

Princeton  
2016 Expenditure Report

Legal Services							
Defense of Tax Appeals	30,000.00	14,011.00	46.70%				
Municipal Court							
Salaries and Wages	344,961.00	166,236.33	48.19%				
Other Expenses	27,780.00	8,478.33	30.52%				
Public Defender							
Other Expenses	57,500.00	18,333.04	31.88%	Billing lag from professionals			
Public Buildings and Grounds							
Salaries and Wages	607,194.00	249,367.78	41.07%				
Other Expenses	481,550.00	156,042.35	32.40%	Billing lag for cleaning service			
Municipal Land Use Law							
Planning Board							
Salaries and Wages	232,991.00	109,497.99	47.00%				
Other Expenses	78,200.00	5,461.82	6.98%	Billing lag from professionals & budget includes appropriation for W/S Corridor			
Environmental Commission							
Salaries and Wages	3,600.00	1,425.00	39.58%				
Other Expenses	3,000.00	29.40	0.98%	Expenditures historically low			
Zoning Board							
Salaries and Wages	221,788.00	108,747.96	49.03%				
Other Expenses	24,800.00	5,621.50	22.67%	Billing lag from professionals			
Sustainable Princeton							
Other Expenses	30,000.00	3,870.00	12.90%	Will be expended before year end			
Historic Sites Office							
Salaries and Wages	2,000.00	0.00	0.00%	Budget for board secretary			
Other Expenses	31,035.00	3,541.10	11.41%	Budget includes legal expense, if needed			
Insurance							
Liability Insurance	741,891.00	741,891.00	100.00%	Paid in 1st quarter of the year			
Workers Compensation Insurance	443,700.00	443,700.00	100.00%	Paid in 1st quarter of the year			
Employee Group Insurance	4,601,476.00	1,837,184.80	39.93%				
<b>PUBLIC SAFETY</b>							
Fire							
Salaries and Wages	10,000.00	10,000.00	100.00%	Funds charged after budget adoption			
Other Expenses							
Fire Hydrant Service	675,000.00	272,193.60	40.32%				
Miscellaneous Other Expenses	286,850.00	88,086.99	30.71%	Training occurs later in the year			
Fire Facilities	126,500.00	40,232.12	31.80%	Utilities billing lag			
LOSAP Alternative	45,000.00	0.00	0.00%	Expenditures occur in 2nd half of the year			
Police							
Salaries and Wages	7,006,025.00	3,517,129.74	50.20%				
Other Expenses	357,966.00	58,776.86	16.42%	Vehicle purchase will occur in 3rd quarter			
Police Dispatch 911							
Salaries and Wages	804,116.00	357,798.24	44.50%				
Fire Inspectors / Uniform Fire Safety							

Princeton  
2016 Expenditure Report

Salaries and Wages	288,198.00	152,821.73	53.03%	
Other Expenses	9,340.00	789.11	8.45%	Expenditures occur in 4th quarter
Emergency Management Services				
Salaries and Wages	154,039.00	74,832.42	48.58%	
Other Expenses	16,000.00	1,584.53	9.90%	Expenditures historically low
Rental Housing Inspection				
Salaries and Wages	185,410.00	90,810.07	48.98%	
<b>STREETS AND ROADS</b>				
Road Repair and Maintenance				
Salaries and Wages	1,706,816.00	830,022.16	48.63%	
Other Expenses	421,900.00	165,422.51	39.21%	
Street Lighting				
Other Expenses	290,000.00	114,159.35	39.37%	
Mechanics				
Salaries and Wages	342,209.00	157,259.00	45.95%	
Other Expenses	318,000.00	137,269.90	43.17%	
Maintenance of Sewerage Facilities				
Salaries and Wages	663,185.00	272,812.00	41.14%	
Other Expenses	307,000.00	65,887.26	21.46%	Expenditures low first half of year
Sewer System				
Other Expenses	20,000.00	0.00	0.00%	Expenditures charged here prior to year end
Garbage and Trash Removal				
Other Expenses	1,504,500.00	624,322.83	41.50%	
<b>HEALTH AND WELFARE</b>				
Board of Health				
Salaries and Wages	331,988.00	164,338.90	49.50%	
Other Expenses	97,968.00	6,569.31	6.71%	Billing lag from professionals
Other Expenses - Flu Program	19,000.00	0.00	0.00%	Expenditures occur in 4th quarter
Animal Control				
Salaries and Wages	63,795.00	27,278.64	42.76%	
Other Expenses	7,200.00	703.10	9.77%	Expenditures occur later in the year
Save Boarding Costs & Animal Care				
Other Expenses	5,000.00	0.00	0.00%	Billing lag
Deer Management Program				
Salaries and Wages	20,000.00	18,388.33	91.94%	Expenditures occur in 1st quarter
Other Expenses	75,250.00	60,870.97	80.89%	Expenditures occur in 1st quarter
Worker's Right to Know				
Other Expenses	1,000.00	0.00	0.00%	Budgeted if needed
Contribution to Affordable Housing				
Other Expenses	100,000.00	100,000.00	100.00%	Funds moved at budget adoption
Parks & Playgrounds				
Other Expenses	105,750.00	59,628.34	56.39%	
Drug Abuse Program (Corner House)				

Princeton  
2016 Expenditure Report

Salaries and Wages	219,202.00	109,472.31	49.94%	
Other Expenses	155,000.00	119,573.92	77.14%	Fringe benefits charged in 2nd quarter
<b>RECREATION AND EDUCATION</b>				
Recreation Department				
Salaries and Wages	820,564.00	304,919.99	37.16%	Funds moved from open space in 2nd quarter
Other Expenses	61,150.00	14,473.52	23.67%	Expenditures occur in 2nd half of the year
Celebration of Public Events				
Other Expenses	7,500.00	671.92	8.96%	Expenditures occur in 4th quarter
Senior Citizens Program				
Salaries and Wages	10,000.00	10,000.00	100.00%	Funds charged after budget adoption
Other Expenses	204,650.00	69,197.06	33.81%	Billing for PSRC brought up to date in July
Department of Human Services				
Salaries and Wages	113,965.00	48,745.72	42.77%	
Other Expenses	18,850.00	1,558.88	8.27%	Expenses for Summer Youth Program / Outreach occur in 3rd quarter
<b>Unclassified</b>				
Condominium Service Reimbursement	250,000.00	0.00	0.00%	Expenditures charged here next year
Utilities				
Gasoline	305,000.00	91,267.69	29.92%	Billing lag
Telephone	225,000.00	89,239.54	39.66%	
Electric & Gas	400,000.00	81,208.25	20.30%	Billing lag
Natural Gas	100,000.00	33,362.64	33.36%	Billing lag
Water	21,000.00	5,107.19	24.32%	Billing lag
Accumulated Sick Leave	160,000.00	0.00	0.00%	Appropriation moved to trust at year end
<b>Statutory Expenditures</b>				
Contribution to:				
Social Security System	1,025,000.00	384,393.79	37.50%	
Police & Firemen's Retirement System	1,600,000.00	1,577,970.00	98.62%	Expenditure occurred in 2nd quarter
Public Employees Retirement System	1,242,500.00	1,199,840.00	96.57%	Expenditure occurred in 2nd quarter
Cons. Police & Firemen's Pension Fund	21,000.00	19,523.40	92.97%	Expenditure occurred in 2nd quarter
Defined Contribution Retirement Plan	8,500.00	4,249.21	49.99%	
State Unemployment Insurance	50,000.00	1,303.66	2.61%	Appropriation moved to trust at year end
<b>SUBTOTAL APPRS.: INSIDE CAP</b>	<b>37,694,108.00</b>	<b>17,451,945.07</b>		
<b>OPERATIONS - EXCLUDED FROM CAP</b>				
Maintenance of Free Public Library	4,150,000.00	3,075,000.00	74.10%	3rd quarter already turned over to the Library
Stony Brook Regional Sewerage Authority	3,850,000.00	1,915,879.80	49.76%	
Stony Brook Sewer Industrial User Fee	20,000.00	0.00	0.00%	Hospital moved, expenditures will be less & 1st quarter paid in July
Public and Private Programs Offset by Revenues				
Matching Funds for Grants	10,000.00	0.00	0.00%	Appropriation budgeted if needed
Bonner Foundation	23,834.12	23,834.12	100.00%	Grants fully expended at budget adoption
Princeton University - Fire	20,000.00	20,000.00	100.00%	Grants fully expended at budget adoption
Princeton University Street Lighting	7,654.00	7,654.00	100.00%	Grants fully expended at budget adoption

Princeton  
2016 Expenditure Report

Drunk Driving Enforcement Fund	61,118.09	61,118.09	100.00%	Grants fully expended at budget adoption
Association of NJ Environmental Commissions	70,945.49	70,945.49	100.00%	Grants fully expended at budget adoption
CDC Preventative Health	1,000.00	1,000.00	100.00%	Grants fully expended at budget adoption
Clean Communities Program Unapp	10,000.00	10,000.00	100.00%	Grants fully expended at budget adoption
Cops in Shops (Unappropriated)-SW	2,800.00	2,800.00	100.00%	Grants fully expended at budget adoption
Corner House Foundation-SW	103,000.00	103,000.00	100.00%	Grants fully expended at budget adoption
Corner House Foundation-OE	97,000.00	22,849.07	23.56%	Fringe benefits charged prior to year end
Drug Program-Cranbury Intervention SW	10,080.00	10,080.00	100.00%	Grants fully expended at budget adoption
Muni. Alliance Program-SW	17,056.00	17,056.00	100.00%	Grants fully expended at budget adoption
Muni. Alliance Program-OE	11,000.00	11,000.00	100.00%	Grants fully expended at budget adoption
Drug Program-State of New Jersey SW	200,000.00	200,000.00	100.00%	Grants fully expended at budget adoption
Drug Program-Mercer County SW	30,000.00	30,000.00	100.00%	Grants fully expended at budget adoption
Academic Success Today SW	5,000.00	5,000.00	100.00%	Grants fully expended at budget adoption
Academic Success Today OE	5,000.00	5,000.00	100.00%	Grants fully expended at budget adoption
Mercer County-Motivation 180 SW	23,497.00	23,497.00	100.00%	Grants fully expended at budget adoption
Mercer County-Motivation 180 OE	5,000.00	5,000.00	100.00%	Grants fully expended at budget adoption
Mercer County-PYP Program SW	27,304.00	27,304.00	100.00%	Grants fully expended at budget adoption
Recycling Tonnage Grant	55,146.93	55,146.93	100.00%	Grants fully expended at budget adoption
Client Fees	50,000.00	50,000.00	100.00%	Grants fully expended at budget adoption
Drug Program-NJMSPLI SW	1,000.00	1,000.00	100.00%	Grants fully expended at budget adoption
Drug Program-STAR SW	8,500.00	8,500.00	100.00%	Grants fully expended at budget adoption
Drug Program- NJ Vicinage Prog sw	50,000.00	50,000.00	100.00%	Grants fully expended at budget adoption
Safer Grant	35,632.00	35,632.00	100.00%	Grants fully expended at budget adoption
Food Waste Recycling	20,000.00	20,000.00	100.00%	Grants fully expended at budget adoption
<b>Capital Improvements</b>				
Capital Improvement Fund	150,000.00	150,000.00	100.00%	Expenditures charged at budget adoption
Green Acres	246,792.84	17,304.23	7.01%	Debt Service - will be expended by year end
<b>Municipal Debt Service</b>				
Payment of Bond Principal	7,950,000.00	4,535,671.48	57.05%	
Interest on Bonds	2,050,000.00	1,058,374.39	51.63%	
Interest on Notes	135,000.00	0.00	0.00%	Note interest due in 4th quarter
Environmental Infrastructure Loan Program	1,250,000.00	204,865.70	16.39%	Debt Service - will be expended by year end
<b>Deferred Charges</b>				
Special Emergency	483,516.00	483,516.00	100.00%	Expenditure charged at budget adoption
Def. Chrg. To Fut. Taxation - Unfunded	200,000.00	200,000.00	100.00%	Expenditure charged at budget adoption
<b>SUBTOTAL OUTSIDE CAP</b>	21,446,876.47	12,518,028.30		
<b>RES. FOR UNCOLLECTED TAXES</b>	2,914,906.48	2,914,906.48	100.00%	Expenditure charged at budget adoption
<b>TOTAL GENERAL APPROPRIATIONS</b>	62,055,890.95	32,884,879.85		

Princeton  
2016 Revenue Report

	2016 Budgeted	06/30/16 Realized	Percentage Realized	Explanation
Surplus Anticipated				
<b>Miscellaneous Revenues</b>				
Licenses:				
Alcoholic Beverages	62,000.00	29,252.00	47.18%	
Other	84,000.00	49,554.00	58.99%	
Fees and Permits	390,000.00	165,322.09	42.39%	
Municipal Court	1,219,000.00	640,045.11	52.51%	
Interest and Costs on Taxes	349,000.00	130,046.36	37.26%	Funds collected in 4th quarter of year
Interest on Investments and Deposits	185,187.29	88,530.05	47.81%	
Anticipated Utility Operating Surplus (Parking Utility)	1,400,000.00	1,400,000.00	100.00%	Funds moved after budget adoption
Sewer Service Charges	6,690,000.00	3,275,592.37	48.96%	
Princeton University Fair Share	2,970,000.00	1,485,000.00	50.00%	
Life Hazard Use Fees	89,000.00	21,933.83	24.64%	Funds were collected in the third quarter
Fire & Housing Inspection Fees	242,000.00	110,918.00	45.83%	
State Aid				
Energy Receipts Tax	2,452,421.00	0.00	0.00%	Funds will be collected prior to year end
Garden State Trust Fund	4,855.00	0.00	0.00%	Funds will be collected prior to year end
PILOT - Institute for Advanced Study	250,000.00	0.00	0.00%	Funds will be collected prior to year end
PILOT - Princeton Community Village	340,000.00	174,976.25	51.46%	
PILOT - Tenacre Foundation	500,000.00	500,000.00	100.00%	Funds collected in January
PILOT - Elm Court Pilot	77,000.00	40,446.50	52.53%	
Chamber Street Land Lease	141,600.00	110,222.50	77.84%	3rd quarter payment collected in June
Uniform Construction Code Fees	202,324.00	202,324.00	100.00%	Funds moved after budget adoption
Princeton University Prospect Avenue Street Lighting	7,654.00	7,654.00	100.00%	Grant funds realized upon budget adoption
Princeton University - Fire Equipment	20,000.00	20,000.00	100.00%	Grant funds realized upon budget adoption
Bonner Foundation	23,834.12	23,834.12	100.00%	Grant funds realized upon budget adoption
Corner House Foundation - Drug Treatment Program	200,000.00	50,000.00	25.00%	Funds collected each quarter-June not received yet
Cops in Shops	2,800.00	2,800.00	100.00%	Grant funds realized upon budget adoption
Safer Grant	35,632.00	35,632.00	100.00%	Grant funds realized upon budget adoption
Municipal Alliance on Drugs & Alcohol	28,056.00	28,056.00	100.00%	Grant funds realized upon budget adoption
Clean Communities	70,945.49	70,945.49	100.00%	Grant funds realized upon budget adoption

## Princeton

## 2016 Revenue Report

Adolescent Mercer County	28,497.00	28,497.00	100.00%	Grant funds realized upon budget adoption
County of Mercer - PYP	27,304.00	27,304.00	100.00%	Grant funds realized upon budget adoption
NJS Division of Addiction Services	200,000.00	200,000.00	100.00%	Grant funds realized upon budget adoption
County of Mercer - Regional Drug Treatment	30,000.00	30,000.00	100.00%	Grant funds realized upon budget adoption
Princeton Regional - NJMSPLI	1,000.00	1,000.00	100.00%	Grant funds realized upon budget adoption
Princeton Regional - Drug Program - STAR	8,500.00	8,500.00	100.00%	Grant funds realized upon budget adoption
Princeton Regional - Academic Success	10,000.00	10,000.00	100.00%	Grant funds realized upon budget adoption
Cranbury Drug Intervention Program	10,080.00	10,080.00	100.00%	Grant funds realized upon budget adoption
Recycling Tonnage	55,146.63	55,146.63	100.00%	Grant funds realized upon budget adoption
State of NJ - Vicinage Program	50,000.00	50,000.00	100.00%	Grant funds realized upon budget adoption
Drunk Driving Enforcement Fund	61,118.09	61,118.09	100.00%	Grant funds realized upon budget adoption
Food Waste Recycling	20,000.00	20,000.00	100.00%	Grant funds realized upon budget adoption
Client Fees	50,000.00	50,000.00	100.00%	Grant funds realized upon budget adoption
CDC Preventative Health	10,000.00	10,000.00	100.00%	Grant funds realized upon budget adoption
Association of NJ Environmental Commissions	1,000.00	1,000.00	100.00%	Grant funds realized upon budget adoption
Princeton Theological Seminary	211,326.00	211,326.00	100.00%	Grant funds realized upon budget adoption
Capital Fund Balance	600,000.00	600,000.00	100.00%	Funds moved after budget adoption
Reserve for Debt Service - Institute Woods	246,793.00	4,663.80	1.89%	Funds will be collected prior to year end
Reserve for Debt Service - Other	1,400,000.00	1,400,000.00	100.00%	Funds moved after budget adoption
Cable TV	100,000.00	100,000.00	100.00%	Funds moved after budget adoption
Shared Service Agreement - Library / School District	70,000.00	36,587.65	52.27%	
Hotel / Motel Tax	308,000.00	140,830.13	45.72%	
Stony Brook Sewer Industrial User Fees	20,000.00	10,868.55	54.34%	Funds moved after budget adoption
Assessment Trust Fund Balance	300,000.00	300,000.00	100.00%	Funds moved after budget adoption
Reserve for Premium on Bonds	100,000.00	100,000.00	100.00%	Funds moved after budget adoption
Receipts from Delinquent Taxes	1,067,074.26	598,480.93	56.09%	
Amount to be Raised by Taxation	32,932,743.07	16,480,103.95	50.04%	
<b>Total General Revenues</b>	<b>62,055,890.95</b>	<b>35,308,591.40</b>		
Total Budget	61,938,313.46			
CI59s	117,577.49			
	62,055,890.95			

## August Status Report - Council Priorities

The following report provides the status of projects as of August 1<sup>st</sup>

CODE

PROGRESSING	DELAYED	MODIFIED	UNFAVORABLE
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	PROJECT	<p><b>Review and Possible Reset Long-Term Capital Plan</b>  <i>Develop a ten-year capital plan that incorporates "Big Ticket" capital needs - June</i>  <i>Council approves ten-year capital plan – July</i></p>
	STATUS	<ul style="list-style-type: none"> <li>It was determined that an "in town" public works' facility was not feasible in the short-term. Therefore the project has been moved to the later years of the capital plan.</li> <li>Proposed capital expenditures in the capital plan exceed the debt policy. As a result, the capital plan time horizon needs to expand.</li> </ul>
	Next Step	<ul style="list-style-type: none"> <li>New capital plan being prepared. The plan will be presented to the Council Finance Committee – <b>September</b></li> <li>Long term capital plan presented to Council – <b>September 26<sup>th</sup></b></li> </ul>
	PROJECT	<p><b>Develop a Multi-Year Financial Forecast</b>  <i>Develop a five-year forecast model &amp; assumptions – June</i>  <i>Create five- year financial forecast model -July</i></p>
	STATUS	<ul style="list-style-type: none"> <li>Collected revenue and expenditure data for the last five years.</li> </ul>
	Next Step	<ul style="list-style-type: none"> <li>Develop forecast model and assumptions – <b>August</b></li> <li>Review draft model with Citizen Finance Advisory Committee – <b>September</b></li> <li>Present financial forecast to Mayor and Council- <b>September 26<sup>th</sup></b></li> </ul>
	PROJECT	<p><b>Resolve Valley Road Building Status</b>  <i>Prepare a report to Council/review findings – June</i>  <i>Determine the course of action - August</i></p>
	STATUS	<ul style="list-style-type: none"> <li>Report prepared and sent to Council</li> </ul>
	Next Step	<ul style="list-style-type: none"> <li>Report reviewed with Council – <b>August 8<sup>th</sup></b></li> </ul>

## August Status Report - Council Priorities

	PROJECT	<b>Continue to Seek Ways to Constrain Legal Cost</b>  <i>Implement strategies for cost reduction</i>
	STATUS	<ul style="list-style-type: none"> <li>▪ New OPRA procedures developed to reduce the time required to review OPRA requests.</li> <li>▪ OPRA training completed for the Municipal Clerk Staff.</li> <li>▪ Council legal committee developed attorney fee guidelines for Boards and Commissions.</li> </ul>
	Next Step	<ul style="list-style-type: none"> <li>▪ Continue to manage OPRA cost by reducing the need to use legal services to review OPRA request.</li> <li>▪ Conduct OPRA training for Mayor and Council.</li> <li>▪ In accordance with State Auditor Best Practices- periodically solicit legal services – RFP completed – <b>August</b></li> <li>▪ RFP for legal services issued – <b>September 6<sup>th</sup></b></li> <li>▪ RFP reviewed - <b>October</b></li> <li>▪ Interview prospective firms – <b>October/November</b></li> <li>▪ Authorize legal contract for 2017 – <b>November</b></li> </ul>

	PROJECT	<b>Develop a Civil Rights Commission/Board</b>  <i>Develop draft ordinance and operational procedures for a commission/board - Review draft ordinance</i>
	STATUS	<ul style="list-style-type: none"> <li>▪ Amended ordinance being prepared</li> <li>▪ Amended operational procedures being prepared</li> </ul>
	Next Step	<ul style="list-style-type: none"> <li>▪ Amended ordinance and procedures reviewed - <b>August</b></li> <li>▪ Ordinance introduced - <b>September</b></li> </ul>

## August Status Report - Council Priorities

	PROJECT	<b>Evaluate Software Licenses</b> <i>Conduct periodic review of software licenses –On-going</i>
	STATUS	<ul style="list-style-type: none"> <li>▪ Inventory of existing software prepared</li> </ul>
	Next Step	<ul style="list-style-type: none"> <li>▪ IT Steering Committee develop a software review schedule.</li> <li>▪ IT Steering Committee reviews software.</li> <li>▪ IT Steering Committee makes recommendations on software.</li> </ul>

	PROJECT	<p style="text-align: center;"><b>Complete Fair Share Housing Plan – Affordable Housing Litigation</b></p> <p style="text-align: center;"><i>Trial on methodology for calculating our municipal obligation - September</i></p> <p style="text-align: center;"><i>Judge’s decision on municipal obligation - <b>September</b></i></p> <p style="text-align: center;"><i>Housing element &amp; fair share plan adopted by Planning Board- October-November</i></p> <p style="text-align: center;"><i>Housing Element &amp; Fair Share Plan Endorsed by the Governing Body – <b>October- November</b></i></p>
	STATUS	<ul style="list-style-type: none"> <li>▪ Court ordered mediation in process</li> </ul>
	Next Step	<ul style="list-style-type: none"> <li>▪ Continued court ordered mediation – <b>August</b></li> <li>▪ Trail on methodology for calculating municipal obligations - <b>September</b></li> </ul>

<b>COMPLETED</b>	PROJECT	<b>Re-organize Transportation – Related Boards and Commissions</b>
	STATUS	<b>Completed</b>
	Next Step	<b>None</b>

## August Status Report - Council Priorities

↑	PROJECT	<p style="text-align: center;"><b>Develop Bicycle Path Plan as an Element of the Master Plan</b>  <i>Review Bicycle Master Plan - June</i></p>
	STATUS	<ul style="list-style-type: none"> <li>▪ Draft Bicycle Master Plan recommendation completed.</li> <li>▪ Planning Board Master Plan Subcommittee review draft plan.</li> </ul>
	Next Step	<ul style="list-style-type: none"> <li>▪ Draft plan to be circulated to various boards and interest groups for comments –<b>August</b></li> <li>▪ Planning Board Master Plan Subcommittee to approve plan for presentation to the full Planning Board – <b>September</b></li> <li>▪ Evaluate potential interim measures –bike parking requirements &amp; new design standards – <b>September/November</b></li> <li>▪ Planning Board approve Bicycle Master Plan - <b>October</b></li> </ul>

→	PROJECT	<p style="text-align: center;"><b>Enact Earned Sick Leave Protections for All Workers in Princeton</b>  <i>Create a working group to review earned sick leave policy - Mar</i>  <i>Prepare a draft ordinance - May</i>  <i>Approve earned sick leave ordinance - Jun</i></p>
	STATUS	<ul style="list-style-type: none"> <li>▪ Working group established to review ordinance.</li> <li>▪ Working group report issued recommending additional investigation.</li> </ul>
	Next Step	<ul style="list-style-type: none"> <li>▪ Working group gathering additional information concerning the nature of the workforce.</li> <li>▪ Working group gathering data on the newly enacted New Brunswick earned sick leave ordinance.</li> </ul>

## August Status Report - Council Priorities

	PROJECT	<b>Develop a Strategic Plan for Public Works</b> <i>Complete plan/present to Council -May</i>
	STATUS	<ul style="list-style-type: none"> <li>▪ Consultant’s draft report to the Director completed</li> <li>▪ Operational goals being established</li> </ul>
	Next Step	<ul style="list-style-type: none"> <li>▪ Operational goals and action plan completed – <b>August/September</b></li> <li>▪ Operational action plan presented to the Public Works Committee – <b>September</b></li> <li>▪ Operational action plan presented to Council – <b>September 26<sup>th</sup></b></li> </ul>

	PROJECT	<b>Improve Customer Service Skills</b> <i>Identify customer service training needs -June</i>
	STATUS	<ul style="list-style-type: none"> <li>▪ Continuing to provide regular customer service training</li> <li>▪ Incorporating customer service training in our Lunch and Learn series</li> </ul>
	Next Step	<ul style="list-style-type: none"> <li>▪ Schedule lunch and learn session for the fall</li> <li>▪ Human Resources developing additional training opportunities</li> <li>▪ Mandating customer service training as part of employee orientation</li> </ul>

	PROJECT	<b>Complete Parking Ordinance Harmonization</b> <i>Review alternatives -March</i> <i>Introduce and adopt parking ordinance -June</i>
	STATUS	<ul style="list-style-type: none"> <li>▪ Recommendations for overnight parking developed.</li> <li>▪ Project modified to include overnight parking ordinance only for this year.</li> </ul>
	Next Step	<ul style="list-style-type: none"> <li>▪ Draft overnight parking ordinance – <b>September</b></li> </ul>

	PROJECT	<b>Fine Tune the Process for Circulating the Agenda</b> <i>Evaluate the current agenda software – July</i> <i>Make recommendation to Council concerning agenda software-Sept</i>
	STATUS	<ul style="list-style-type: none"> <li>▪ Evaluating current software</li> <li>▪ Identifying alternative software products</li> </ul>
	Next Step	<ul style="list-style-type: none"> <li>▪ Evaluating alternative software products -<b>September</b></li> <li>▪ Making recommendation on software products – <b>November/December</b></li> <li>▪ Implement recommendation - <b>2017</b></li> </ul>

## August Status Report - Council Priorities

	PROJECT	<b>Integrate Boards and Commissions into the Goals/Priority Planning Process</b> <i>Create a formal mechanism to integrate Boards and Commission into the goals setting process. - August</i>
	STATUS	<ul style="list-style-type: none"> <li>▪ Formal mechanism developed. Creation of annual Boards and Commission breakfast to facilitate goal-setting</li> </ul>
	Next Step	<ul style="list-style-type: none"> <li>▪ Chair breakfasts being planned - <b>October</b></li> <li>▪ Breakfast meeting being organized into two broad groupings Youth, Health and Social Services &amp; Planning and Transportation</li> </ul>

	PROJECT	<b>Improve the Appearance of Central Business District – Streetscape Initiative</b> <i>Prepare draft streetscape design standards - July</i> <i>Prepare final streetscape design standards -August</i> <i>Approve final streetscape design standards – October 10<sup>th</sup></i>
	STATUS	<ul style="list-style-type: none"> <li>▪ Interactive open house Nassau streetscape improvements conducted.</li> <li>▪ Draft Streetscape designs standard completed</li> <li>▪ Draft Streetscape designs reviewed by subcommittee</li> </ul>
	Next Step	<ul style="list-style-type: none"> <li>▪ Preparation of final draft plan</li> <li>▪ Public presentation of the preliminary draft plan</li> <li>▪ Council approval of the streetscape designs</li> </ul>

	PROJECT	<b>Review Fees for Parking, Tree Removal, etc. and Establish a Policy for Regular Review</b> <i>Establish a Policy for the Regular Review of Fees and Charges -April</i>
	STATUS	<ul style="list-style-type: none"> <li>▪ Ordinance introduced amending fees as part of the Shade Tree ordinance</li> <li>▪ Data collected necessary to develop new parking rate ordinance that will generate revenue to cover expected cost.</li> <li>▪ Draft fees review policy</li> </ul>
	Next Step	<ul style="list-style-type: none"> <li>• Approve a fee review policy - <b>September</b></li> <li>• Recommend tree removal fees- <b>August</b></li> <li>• Review long range parking revenue trends – <b>September 26<sup>th</sup></b></li> </ul>

## August Status Report - Council Priorities

COMPLETED	PROJECT	<b>Review Recommendation to Designate Witherspoon-Jackson as a Historic District</b>
	STATUS	<b>Completed</b>
	Next Step	

↑	PROJECT	<b>Develop and Implement Economic Development Strategy</b> <i>Determine the Economic Development Objectives -Apr</i>
	STATUS	<ul style="list-style-type: none"> <li>▪ Subcommittee conducted extensive research on economic development strategies</li> <li>▪ Subcommittee meet with various groups including state agencies to develop a strategic approach to economic development</li> </ul>
	Next Step	<ul style="list-style-type: none"> <li>▪ Report to Council on the subcommittee initial findings</li> <li>▪ Develop program based on subcommittee findings</li> </ul>

↑	PROJECT	<b>Develop Climate Action Plan</b> <i>Prepare baseline greenhouse gas emissions</i>
	STATUS	<ul style="list-style-type: none"> <li>▪ Complete Sustainable Jersey Municipal Carbon Footprint Worksheet- <b>November</b></li> <li>▪ Complete Sustainable Jersey Electric , Gas and Heating Worksheet – <b>November</b></li> <li>▪ Complete Sustainable Jersey Vehicle CH4 &amp; N20 - <b>November</b></li> </ul>

## August Status Report - Council Priorities

	PROJECT	<b>Zoning Ordinance Review to Address a Number of Development Concerns</b> Neighborhood Character & Zoning Project Butler tract zoning review
	STATUS	Neighborhood character project (NCP) <ul style="list-style-type: none"> <li>• NPC Engage Residents/stakeholders                         <ul style="list-style-type: none"> <li>○ FAQ prepared</li> <li>○ Information website developed</li> </ul> </li> <li>• Understanding the issue &amp; develop strategic approach                         <ul style="list-style-type: none"> <li>○ Research being conducted on the national, economic, environmental, and regulatory dimension of our issues.</li> </ul> </li> </ul> Reviewed Butler Tract Zoning
	Next Step	<ul style="list-style-type: none"> <li>• Implement strategies &amp; recommendations                         <ul style="list-style-type: none"> <li>○ Develop short-term strategic approaches/recommendation</li> <li>○ Develop long-term strategic approaches/recommendations</li> </ul> </li> </ul> Review of Butler Tract Zoning <ul style="list-style-type: none"> <li>• Conduct community meeting with neighborhood</li> <li>• Develop alternatives</li> <li>• Select and implement alternative</li> </ul>

The actions on the project below are not schedule until September, consequently they are not included in this report as an update.

- Review of Organic Recycling Program with the proposed start of the Trenton Bio-Gas facility.
- Investigate the possibility of a Municipal wide Wi-Fi System.
- Increase efforts to combat wage theft.

Mayor & Council  
Princeton

221 Dodds Lane  
Princeton

8/8/2016

RE NEW:-  
Shade Tree Commission Ordinance

Thank you Council & Shade Tree Commission Members For all the volunteer hours you have spent on this comprehensive Ordinance you have put together.

I have some comments :-

- 1) Replacement Plan                      sect .22-13d
- 2) Cost of the permit                      sect 22-13g
- 3) Cost of contractors registration fee sect 22-19

Dead trees , (or dying ones) large ones or small

In this case encourage a home owner to take the tree down , make the permit free

Ask them to consider replanting where possible & STC give an incentive to do so. Perhaps a free tree or \$25. At the moment given the presentation in the ordinance it reads as rather dictatorial. STC needs to communicate firmly but not aggressively.

Huge trees cost thousands of dollars to remove could the blow be softer?  
-----

Next for live trees the permit should be \$25 (cost need not keep pace with our taxes)  
-----

Contractors need to read the ordinance they should pay \$25 and have to pay large fine where this is violated.  
-----

To sum up most of our citizens love trees, love this Town & community. We are responsible .We do not all own a pot of gold to give lots of trees to others. Just because we have had to loose a tree maybe due to leaf scorch or emerald ash borer should we be given another burden to contend with?

Our taxes pay for our staff lets not put residents backs up & fuel law suits.

Respectfully

Lindy Eiref (13 years service on Princeton Township STC )

*(Catherine Eiref)*

08/08/16

Presentation – for Shade Tree Commission – Trees and Shrubs Ordinance amendments:

**I. “Urban Forest” and what are its benefits:**

Trees are a natural resource that provide aesthetic, economic, ecological, environmental, and health benefits to the Princeton community. The removal of trees can have significant impacts not only on the properties where they are located, but also on neighboring properties, the streetscape, the tree canopy and the entire municipality. Trees shade pavement and by transpiring keep the town cooler in summer, they catch rain and thus reduce runoff, they absorb pollutants from air and water, they sequester carbon, and beautify urban spaces. They create the environment within which we live.

The purpose of Princeton’s Trees and Shrubs Ordinance is to serve the interests of Princeton’s residents by establishing a system for stewardship of Princeton’s urban forest. Therefore, the Ordinance’s regulations address trees on public and private property. The goals of the Ordinance are the care and protection of trees and shrubs, preservation of the maximum number of trees depending upon site conditions, safeguarding of specimen and significant trees, and replacement of removed, diseased or otherwise failing trees.

Over the last decade there has been a substantial net loss of trees in Princeton, especially due to environmental impacts such as Hurricanes Irene, Leigh and Sandy. Princeton, through its public works department and arborist, in conjunction with the Shade Tree Commission, are endeavoring to reverse this net loss. Recently, in conjunction with the State Department of Transportation, Good Neighbor Program, 27 trees have been replanted along Nassau Street and Princeton alone has replanted 150 trees on side streets this past Spring.

But, of course, these plantings do not address the continuing and escalating loss of trees on private property. To give an idea of the loss of trees on private property in Princeton, in 2015 alone, up through mid-November of that year, there were 420 tree removal permits issued, each for the removal of one or more trees on private property. Some of these permits reflect the removal of one or two trees on smaller, developed lots, but some permits allow for removal of dozens of trees for development of vacant land. Taking even a conservative average of 3 trees removed per permit, the 420 removal permits represent the loss of 1260 trees of greater than 8” DBH in Princeton just during the first 10 and a half months of 2015.

Reversing the cumulative net loss of trees in Princeton will take many years. To give some examples of how long it takes to replace a large, canopy tree: an average London Plane tree is 16 years old by the time it gets to 10" DSH; 25 years to get to 15" and 33 years to reach 20"DSH; a White Oak can take 36 years to reach a 15" DSH; while a Pin Oak can be 38 years old at 15" DSH and 46 years old at a 20"DSH.

## **II. Concerns to be addressed:**

Currently, four factors exacerbate the rate of loss of Princeton's tree canopy: 1) the increase in single lot redevelopments and development of vacant land, which sometimes involve clear-cutting of trees; 2) the advent of Emerald Ash Borer and other, long-standing diseases, such as bacterial leaf scorch that impacts oak trees; 3) the aging beyond natural life span of many mature trees that make up a major element of Princeton's tree canopy; and, 4) the destructive impact of increasingly high-powered storms and preventive maintenance tree trimming by utility companies to avoid power-outages

## **III. Purpose and commendation of the Amendments:**

The currently proposed Amendments to Princeton's Trees and Shrubs Ordinance aim to strengthen and clarify the current Ordinance's regulation of tree-cutting on private property. We need to preserve Princeton's endangered urban forest. Accordingly, the Commission's aim is motivated by the recently increasing pressure to remove trees brought about by development of vacant tracts, redevelopment of single lots, tree diseases that threaten tree survival, the normal but accelerating aging-out of the existing urban forest, and storm damage. The Commission's responsibility and goal is to make the much needed regulation of trees on private land as balanced as practicable, while at the same time achieving a result that benefits the entire community. We believe the proposed amendments fulfill the Commission's responsibility and goal. We commend the Amendments to the Council for passage.

start exploring and enjoying the natural world? They may discover that there's lots of real-life cool stuff out there - birds in trees, salamanders under rocks, butterflies on flowers, and constellations in the night sky.

There's already evidence of this happening. Pokemon Go players who have encountered real animals while playing the game started a new Twitter hashtag, #PokeBlitz, for sharing their sightings.

Luckily, the same mobile technology that gave us Pokemon Go has generated multitudes of apps to help nature lovers navigate and interpret the great outdoors. For instance, while there are many bird-like Pokemon, New Jersey has many more real birds, from hummingbirds to Golden eagles. Bird identification apps include the popular iBird, developed by the Cornell Lab of Ornithology. For most bird apps, there's both a paid version and a free "lite" version.

Pokemon come in plant and flower forms, but they can't compare to the variety of flora in New Jersey's forests, meadows and wetlands. If you want to identify trees and plants, try an electronic field guide like Leafsnap.

A similar visual recognition app called Project Noah identifies your photos of animals, insects, reptiles and birds. There's also iNaturalist, which allows you to post photos of nature sightings and get experts to identify them.

While you're outside at night, perhaps searching for nocturnal Pokemon like Zubat and Golbat, you may become curious about the stars, planets, constellations and meteors above you. Check out apps like Sky Guide, Star Walk 2, Star Map, Night Sky and Sky Safari to learn about the night sky.

And if you like the challenging of finding Pokemon, you may also like geocaching, the popular GPS-based "treasure hunt" pastime. Instead of running through parks in search of imaginary creatures, you can find real hidden caches — usually small prizes or tokens. Try out apps like Geocaching, Commander Compass Lite and Geocaching Buddy to guide your search for loot stashed in parks and forests.

And if you'd like to spend more time in New Jersey's parks and forests — exploring trails, visiting historic sites and finding access points for boating, fishing and wildlife observation — there's a free app for that, known as Pocket Ranger, offered by the State of New Jersey.

It's a big world with so much to discover, and outdoor apps make it easier. And if Pokemon Go can help ignite a love of the outdoors and exercise, all the better! Studies show that time spent outdoors benefits both physical and mental health.

To learn more about preserving New Jersey's land and natural resources, visit the New Jersey Conservation Foundation website at [www.njconservation.org](http://www.njconservation.org) or contact me at [info@njconservation.org](mailto:info@njconservation.org)

*Michele S. Byers is executive director of the New Jersey Conservation Foundation in Morristown.*

## THE PRINCETON PACKET

[www.princetonpacket.com](http://www.princetonpacket.com)

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## LETTERS TO THE EDITOR

### Community offers ideas for Mary Moss Playground

To the editor:

The Witherspoon-Jackson Historic District's Mary Moss Playground is planned for renovation. RBA Consultants, through the Recreation Department, has presented an initial concept plan to Princeton Council, which was approved for further planning. Because few residents of the neighborhood were able to provide input, the Witherspoon-Jackson Historic District Committee held three neighborhood meetings to review the Mary Moss Playground Concept Plan.

To properly honor its founder, Mary Moss, create a learning environment for toddlers and young children, and to ensure that the playground is sustainable, safe, sanitary, and respectful of nearby neighbors, it is requested that the neighborhood determine the language, imagery, location, and placement of historical/cultural information about Mrs. Moss and the playground, including entry signage, pool outline marker, plaque, and seated Mary Moss three-dimensional image, and we further request that the Recreation Department accept the following revisions:

1) Remove corner entry; retain access from Lytle and John streets, setting back entries from shallow sidewalk area; provide a traffic-calming intersection table (under consideration by Princeton Council); and install signage acknowledging the "Witherspoon-Jackson Neighborhood's Historic Mary Moss Playground" at the corner of Lytle and John.

2) Shift aquatic spray area into the southern corner, bordered by shrubbery; create a single entry to spray area with perimeter bench-seating to confine wet area; keep the spray level to low heights; and choose skid-proof adaptable surfacing for storytelling.

3) Promote sustainability, replacing canopies with trees, replacing redundant ramp with heavily planted evergreen and flowering shrubbery buffer, (forsythia was Mary Moss's favorite); ground cover, soft surfacing for sitting, installing solar voltaic pavilion roof panels; sourcing local quarries for boulders; using post-consumer materials for building materials and appropriate equipment; placing recycling and trash containers at both levels.

4) Design slide and sloped area with more soft surfaces, age-appropriate for toddlers and attendant caregivers.

5) Provide a pavilion with dappled sunlight under which plants, art, and educational objects can be hung; and install an artwork wall.

6) Add a sand play area, shaded by pavilion; and consider reinstalling some form of animal sculptures.

7) Enhance book nook with a soft-surfacéd sitting area for story time, (relocate spray area furnishings to storage area); accommodate displays of history and culture along both sides of ramp wall/barrier; install multi-media and audio-equipment for storytelling, including the history of Mary Moss, the playground, and the Witherspoon-Jackson neighborhood during segregated Princeton.

8) Install age-appropriate playground equipment in organic forms and colors, and of low-heat conducting materials.

9) Eliminate the port-a-potty, as the intended playground users either live or are cared for nearby.

10) Add motion-sensors and timers for daytime use of water-sprayers; add motion-sensor site-wide lighting; install time-locked in New Jersey got my attention.

entry gates to prevent loitering; maintain deterrent plantings adjacent to permeable fencing; at heights consistent with safety and aesthetic standards; install water fountains at upper and lower playing areas.

11) Provide appropriate staffing throughout the year for safety and educational programming.

The Witherspoon-Jackson neighborhood looks forward to working collaboratively with the Recreation Department and its consultants in implementing these design revisions and refinements to the concept plan.

Respectfully submitted by,

**Yina Moore**

*On behalf of the Witherspoon-Jackson Historic District Committee: Shirley Satterfield, Bernadine Hines, Leighton Newlin, Kip Cherry, Daniel Harris, Tommy Parker and John Heilner*

### Police should work on 'positive footprint'

To the editor:

Princeton Police Chief Nick Sutter's recent comments regarding the killings of police are at once commendable and deplorable. Commendable is his pledge to increase the "positive footprint" of police in the community, and to engage in "relationship-building."

Deplorable is his over-the-top claim that "officers are being targeted, ambushed, and slaughtered nationwide," to which he intends to respond by including two officers in patrol units, presumably cars. That tactic hardly helped officers Rafael Ramos and Wenjian Liu, who were shot and killed while on patrol together in New York on Dec. 12, 2014. Beefed up patrols will likely only panic some of our more fearful citizens (and not yet citizens).

More to the point: there is no "nation-wide slaughter" of police. There is an increase in the rate of police deaths from shootings this year, 30 so far. There were 41 deaths in 2014. The recent low point was 73 in 2011. The fact is that felonious killings of police have been fairly stable over the years, with an average, according to F.B.I. figures, of 64 per year from 1980 to 2014. Moreover, police shootings in any given year constitute about one-third of all police deaths in the line of duty, the remainder clustering around vehicle accidents and job-related illnesses. No one claims that such an occupational death rate is acceptable, but it should be kept in mind that policing is not among the top 10 most dangerous jobs. Try logging or farming.

Almost needless to say, the shooting of police any time is tragic. Also tragic is the fact that more police die from suicide annually than gunfire and traffic accidents combined. There were 51 in the last six months of 2015, 126 in 2012.

Let's not allow ourselves to panic and then enact policy that only increases panic. Let's go for that "positive footprint" instead.

**Martin Oppenheimer**

Professor Emeritus of Sociology  
Rutgers University  
Franklin

### Governor should create safe, secure environment

To the editor:

The article in The New York Times of July 19 about the dangerous, deplorable conditions of bridges, roads, and infrastructure in New Jersey got my attention.



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Clerk

**AGENDA ITEM**

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**November 3, 2016**

**ATTACHMENTS:**

- Closed Session November 3rd (DOC)



# PRINCETON

Draft

## MAYOR AND COUNCIL OF PRINCETON

MINUTES • NOVEMBER 3, 2016

Closed Session

Meeting Room A

8:30 a.m..

400 Witherspoon Street, Princeton, NJ 08540

### I. STATEMENT CONCERNING NOTICE OF MEETING

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 a written notice. On October 31, 2016 at 4:25 p.m. said notice was posted on the official bulletin board in the Municipal Building, transmitted to the Princeton Packet, the Trenton Times, the Town Topics and filed with the Municipal Clerk.

### II. ROLL CALL

The Deputy Clerk called the roll.

PRESENT: Councilwoman Butler, Councilwoman Crumiller, Council President Liverman, Councilman Simon, Councilman Miller

RECUSED: Mayor Lempert and Councilwoman Howard

ALSO PRESENT: Marc Dashield, Administrator and Martin Allen, Esq., DiFrancesco, Bateman, Kunzman, Davis, Leher & Flaum, P.C.

### III. CLOSED SESSION

1. 16-308 A Resolution, Closed Session

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Bernie Miller, Councilman
<b>SECONDER:</b>	Jo Butler, Councilwoman
<b>AYES:</b>	Crumiller, Miller, Liverman, Butler and Simon
<b>RECUSED:</b>	Lempert and Howard

Attorney Martin Allen discussed with Council matters falling within the attorney-client privilege regarding the Fields v. Trustees of Princeton University et al, tax appeals.

There being no further business, the meeting adjourned at 9:52 a.m.

Kathleen Brzezynski, Deputy Clerk



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Clerk

**AGENDA ITEM**

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**November 9, 2016 Special Meeting 8:00 a.m.**

**ATTACHMENTS:**

- Nov 9th Goals (DOC)



# PRINCETON

Draft

## MAYOR AND COUNCIL OF PRINCETON

MINUTES • NOVEMBER 9, 2016

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Special Meeting

Community Room

8:00a.m.

400 Witherspoon Street, Princeton, NJ 08540

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### I. STATEMENT CONCERNING NOTICE OF MEETING

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 a written notice. On October 31, 2016 at 4:25 p.m. said notice was posted on the official bulletin board in the Municipal Building, transmitted to the Princeton Packet, the Trenton Times, the Town Topics and filed with the Municipal Clerk.

### II. ROLL CALL

The Deputy Clerk called the roll.

PRESENT: Councilwoman Butler, Councilwoman Crumiller, Council President Liverman, Councilman Miller and Mayor Lempert.

ABSENT: Councilwoman Howard and Councilman Simon

ALSO PRESENT: Marc Dashield, Administrator and Tim Quinn, Councilman-elect

The following Staff was present:

Robert Gregory, Director, Emergency Management; Susan Hoskins, Director, Princeton Senior Resource Center; Robert Hough, Director, Infrastructure and Operations; Robert McQueen, Chief Information Officer; Christopher Morgan, Police Lieutenant; Lee Solow, Planning Director and Deanna Stockton, Municipal Engineer.

Mayor Lempert opened the meeting by saying this is the third meeting for setting 2017 Goals and Priorities. The first meeting was held with Boards, Commissions and Committees and the second with Planning and Transportation.

Administrator Marc Dashield reviewed the process that Council considers for setting goals and priorities each year beginning in January.

The following items were highlighted:

Emergency Management – Robert Gregory

Review and update Emergency Operations Plan:

- Hire a consultant to assist
- Emergency Operations Center – IT support to upgrade and complete mapping and equipment upgrades
- Sheltering locations

Fire Department – Building Project

Fire Safety – Reorganization of the Department and Firehouse software upgrade

Information Technology – Robert McQueen

Main Meeting Room Audio Visual Upgrade

Police 911, phone and radio recorder upgrade

Network Engineer options

Network connectivity at the Firehouse

Network domain consolidation

Server virtualization project

Network cyber security upgrades

Body Camera policy

Town wide document archiving

Planning Department – Lee Solow

Solar projects River Road and Library site

Land Acquisition

Planning Studies:

- Neighborhood Task Force Report
- Parking Study
- Princeton University Master Plan

Master Plan:

- 2017 Re-examination Report
- Housing Element and Fair Share Plan
- Harmonization of the Master Plan

- Circulation Element – Bike Plan
- Utility Element – Stormwater
- Sustainability Element
- Incorporate changes from Princeton University Plan

Zoning Recommended by Master Plan:

- Affordable housing changes
- Land Use Code changes based on task force recommendations
- Land Use Code Consolidation
- Bike parking standards
- Stormwater Management
- Zone changes/modifications
- Update to E-zones – higher levels of educations

Zoning Requests:

- Rezoning – Butler Tract
- Rezoning – Lanwin Tract
- Updates to E-zones: K-12 private
- Electric vehicle parking standards
- Conditional use
- Home occupations
- Airbnb

Princeton Senior Resource Center (PSRC)– Susan Hoskins

Complete marketing catalog and annual marketing plan; begin to implement changes in print and digital materials

Redesign website

Implement Office 365 for data storage, file sharing and email

Conduct technology assessment and create tech replacement plan

Board retreat on fundraising

Create 3-5 year fundraising plan toward stable funding

Increase corporate support and sponsorships, increase development outreach

Create 3 year budget based on strategic goals and reduced deficit

Update organizational policies and bylaws

Evaluate program effectiveness and fees

Improve reception area

Expand office space

Keep programs relevant for age 55+, including retirement, caregiving, support & guidance, fitness, social connection and lifelong learning

Age Friendly Princeton:

- Four areas were identified for attention: housing, transportation, communication and neighborhoods.

Priority Goals for Council:

- Improve communication between PSRC and Council & Municipality
- Increase office space in Suzanne Patterson Building
- Improve reception area so there is a waiting area indoors
- Convene communication task group (with Access Princeton, PSRC and Library) to improve community access to resources in print and digital form.

#### Public Works and Sewer Operating Committee (SOC) – Robert Hough

Public Works:

- Determine new or improve Public Works and SOC facilities
- Construct cold storage facility
- Conduct evaluation of the Spring Street Garage
- Conduct evaluation of garbage, organic food waste and recycling programs
- Monitor and evaluate leaf, branch and log program
- Assist Sustainable Princeton in obtaining Sustainable Jersey re-certification
- Implement the first phase of program to manage the impact of the emerald ash borer

Sewer Operating Committee:

- Update current sanitary sewer rehabilitation priority list
- Review and update the preventive maintenance plan
- Establish an easement maintenance program and notification system
- Complete the necessary corrective action measures related to the solid waste landfill per the recently issued modified landfill closure plan

Municipal building/office security:

- Installation of additional security cameras

Parking Committee – Deanna Stockton

## Ordinance Harmonization:

- Overnight parking
- Daytime parking
- High School permit parking
- Days and hours of metered parking

## Central Business District Parking Study

Parking Principles – a state by Council on its view of parking and its role in the community

Police Department – Christopher Morgan

Re-Accreditation

Radio Systems

Body Cameras

More Paperless

Community Relationships

Less-Lethal Option

Rutgers Review Model

President's Task Force on 21<sup>st</sup> Century Policing

Community Survey

De-escalation Training

Promotions

Strategic Plan

Mayor Lempert thanked everyone for their input.

There being no further business, the meeting adjourned at 9:40 a.m.

Kathleen Brzezynski, Deputy Clerk



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Clerk

**AGENDA ITEM**

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**November 9, 2016 Closed Session 1:00 p.m.**

**ATTACHMENTS:**

- Closed Session November 9th (DOC)



# PRINCETON

Draft

## MAYOR AND COUNCIL OF PRINCETON

MINUTES • NOVEMBER 9, 2016

Closed Session

Main Meeting Room

1:00 p.m.

400 Witherspoon Street, Princeton, NJ 08540

### I. STATEMENT CONCERNING NOTICE OF MEETING

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 a written notice. On November 4, 2016 at 3:00 p.m. said notice was posted on the official bulletin board in the Municipal Building, transmitted to the Princeton Packet, the Trenton Times, the Town Topics and filed with the Municipal Clerk.

### II. ROLL CALL

The Deputy Clerk called the roll.

PRESENT: Councilwoman Butler, Councilwoman Howard, Councilwoman Crumiller, Council President Liverman, Councilman Simon, Councilman Miller and Mayor Lempert

ABSENT: None

ALSO PRESENT: Marc Dashield, Administrator and Timothy Quinn, Councilman-elect.

### III. CLOSED SESSION

1. 16-308 B Resolution, Closed Session

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Jenny Crumiller, Councilwoman
<b>SECONDER:</b>	Lance Liverman, Council President
<b>AYES:</b>	Crumiller, Miller, Liverman, Butler, Howard and Simon
<b>ABSENT:</b>	None

Council conducted Municipal Attorney interviews.

There being no further business, the meeting adjourned at 4:00 p.m.

Kathleen Brzezynski, Deputy Clerk



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Clerk

**AGENDA ITEM**

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**Invasive Species Report - Michael Van Clef**

**ATTACHMENTS:**

- Van Clef Open Space 11-28-16 (PPTX)

# Princeton Invasive Species Management Program - 2016



Presented by Michael Van Clef, Ecological Solutions

Ecological **ES** Solutions

# Subject Properties

Property Name	Acres	Trail Miles
Autumn Hill Reservation	76	1.6
Fieldwood	35	0.0
Greenway Meadows	53	2.0
Herrontown Woods	141	3.7
Mountain Lakes Area (Community Park North, John Witherspoon Woods, Mountain Lakes, Tusculum)	276	9.1
Smoyer Park (natural areas only)	15	0.9
Woodfield Reservation	124	2.8
<b>Totals</b>	<b>720</b>	<b>20.1</b>

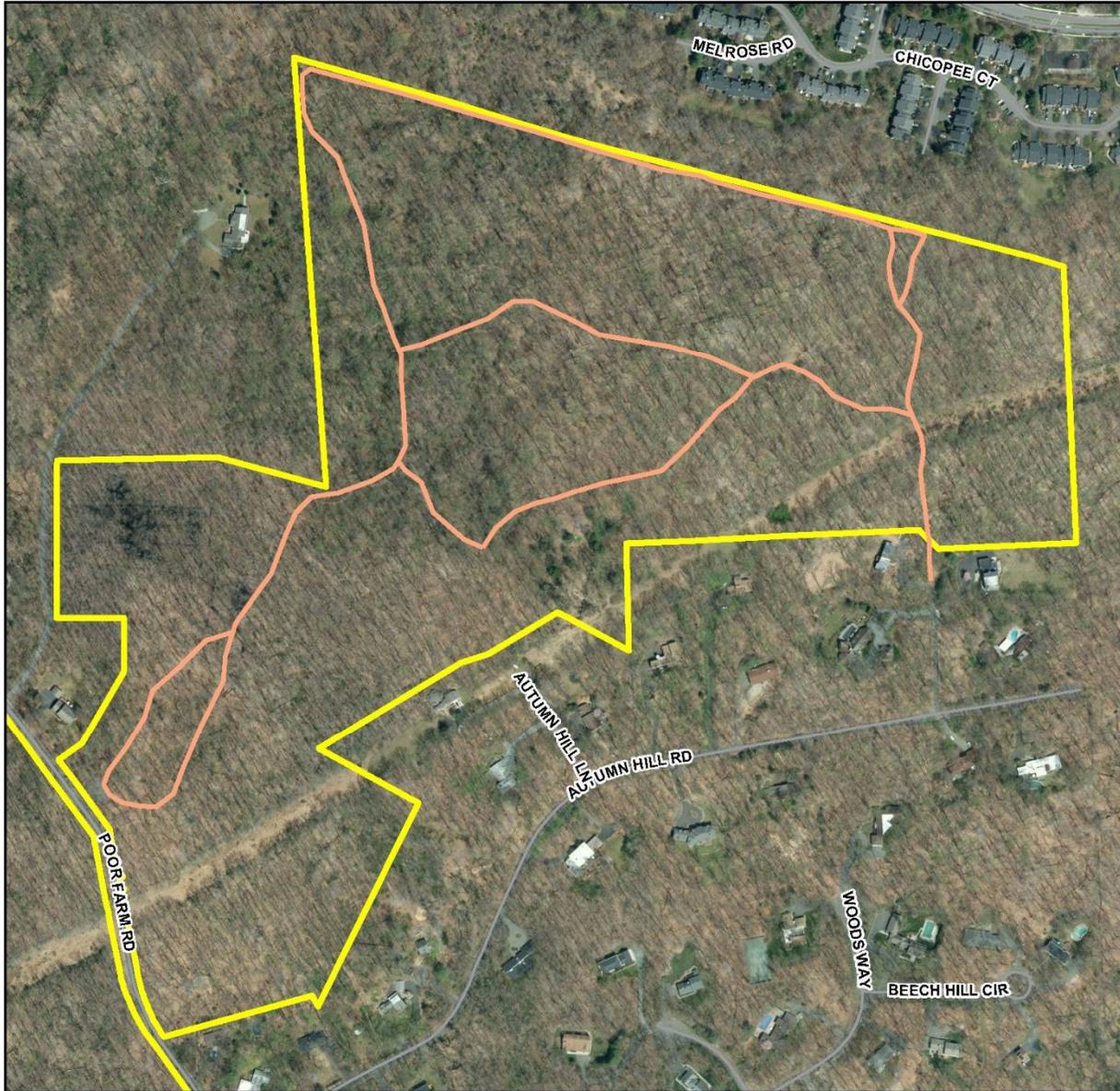
# Accomplishment Summary - 2016

- Developed new invasive species control program including coordinating logistics and procedures with Princeton staff and ordering and organizing supplies and materials
- Completed trail mapping and evaluation at Greenway Meadows, Mountain Lakes Area, and Woodfield Reservation.
  - Total of 14 miles of trails were mapped in 2016
    - Additional properties were previously mapped by Van Clef (6 miles total at Herrontown, Autumn Hill and Smoyer)
- Completed reconnaissance and detailed mapping of emerging invasive species at all properties. All observations were reported to the New Jersey Invasive Species Strike Team (NJISST).
  - Total of 183 new populations mapped (included 10 unique species)
- Formulated control strategies and priorities by species and property
- Completed invasive species control efforts
  - Control efforts conducted at Herrontown Woods, Woodfield Reservation and Mountain Lakes Area
  - Initiated eradication of 61 populations
  - Completed eradication of 6 populations
  - Large-scale efforts conducted at Herrontown Woods for Japanese Maple and Japanese Aralia

STEWARDSHIP =  
Mitigation of human  
impacts on natural systems

# Trail Evaluation

Property	Acres	Trail Miles	Quantity of Trails	Quality of Trails	Broad Recommendations	Partners
Autumn Hill Reservation	76	1.6	Good	Good	1) Create connection to Princeton Ridge North trail loop	Friends of Princeton Open Space
Fieldwood	35	0.0	None	N/A	1) Create new loop trail within property	None
Greenway Meadows	53	2.0	Good	Good	No additional recommendations	D&R Greenway
Herrontown Woods	141	3.7	Very High	Good	1) Create connection to Princeton Ridge North trail loop, 2) Close multiple small and medium-sized loops	Friends of Herrontown Woods
Mountain Lakes Area - Community Park North, John Witherspoon Woods, Mountain Lakes, Tusculum	276	9.1	Very High	Good	1) Close multiple small and medium-sized loops, 2) Widen trails in portions of Witherspoon Woods	Friends of Princeton Open Space
Smoyer Park	15	0.9	Good	Good	No additional recommendations	None
Woodfield Reservation	124	2.8	Good	Fair	1) Widen trail in multiple sections, 2) Improve blazing throughout, 3) Close several small loop sections	Friends of Princeton Open Space (initiated work after 2016 evaluation)
<b>Totals</b>	<b>720</b>	<b>20.1</b>				



**Princeton  
Trail Assessment**

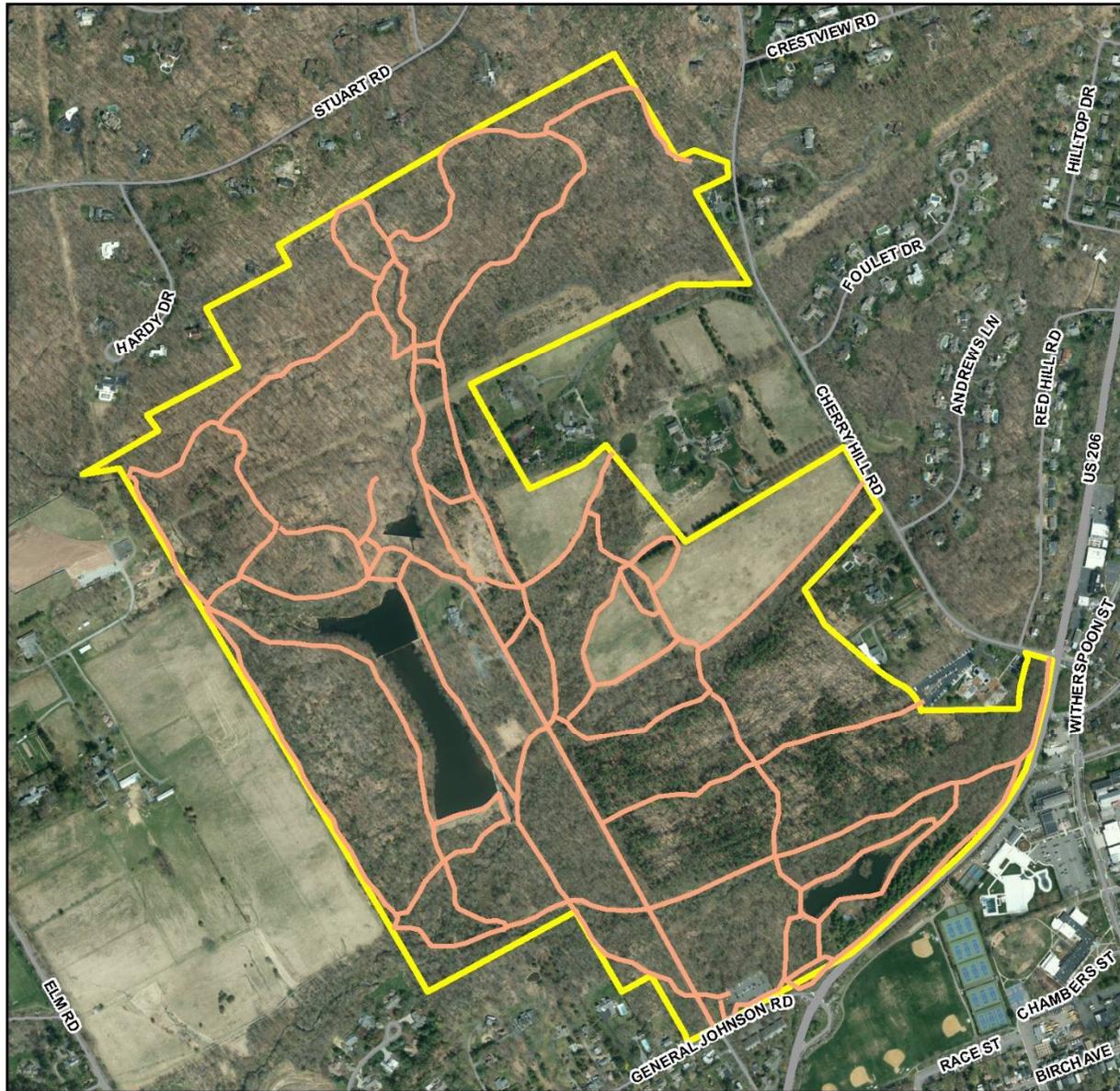
**2016**

**Autumn Hill**

Map prepared by Michael Van Clef, Ph.D.  
Ecological Solutions, LLC

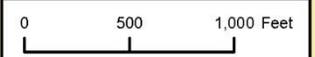


0 250 500 Feet



**Princeton  
Trail Assessment  
2016  
Mountain Lakes Area**

Map prepared by Michael Van Clef, Ph.D.  
Ecological Solutions, LLC



# Ecological Evaluation

Property	Acres	Relative Ecological Quality	Native Shrubs and Wildflowers	Invasive Species (excluding emerging species)
Autumn Hill Reservation	76	High	See Princeton Ridge North Stewardship Plan	See Princeton Ridge North Stewardship Plan
Fieldwood	35	Moderate	<u>Shrubs</u> : Spicebush (some > 3' tall), Blackhaw; <u>Wildflowers</u> : Jumpseed (common), Doll's Eyes, Jack-in-the-Pulpit	Multiflora Rose (common), Japanese Barberry, Japanese Honeysuckle, Tree-of-Heaven, Privet, Winged Burning Bush, Wineberry
Greenway Meadows	53	Moderate	Meadow habitat, various species	Chinese Bushclover
Herrontown Woods	141	High	See Princeton Ridge North Stewardship Plan	See Princeton Ridge North Stewardship Plan
Mountain Lakes Area - Community Park North, John Witherspoon Woods, Mountain Lakes, Tusculum	276	Low	<u>Shrubs</u> : Very few, including Blackhaw, Maple-leaved Viburnum, Witch-hazel (primary within Witherspoon Woods) -- Many tall tree seedlings/saplings including Tulip Poplar, Ash and Shagbark Hickory; <u>Wildflowers</u> : Primarily in Witherspoon Woods include Wild Ginger, White Wood Aster, Mayapple, Violets, Hog Peanut, Purple Node Joe Pye, Jumpseed, Rue Anemone	Multiflora Rose (abundant), Oriental Photinia (abundant), Winged Burning Bush, Japanese Stiltgrass, Asiatic Bittersweet, Japanese Honeysuckle, Privet, Japanese Barberry, Wineberry, Amur Honeysuckle
Smoyer Park	15	Low	See Princeton Ridge North Stewardship Plan	See Princeton Ridge North Stewardship Plan
Woodfield Reservation	124	High	<u>Shrubs</u> : Spicebush (abundant), Maple-leaved Viburnum, Witch-hazel, Highbush Blueberry; <u>Wildflowers</u> : Christmas Fern, Black Cohosh, Bloodroot, Maidenhair Fern, Mayapple, Stoneroot, Rue Anemone, Squawroot, White Wood Aster, Cynthia, Jack-in-the-Pulpit, Roundleaf Pyrola -- <b>Rare Species: Wild Comfrey</b>	Multiflora Rose (abundant, especially moist areas), Privet, Asiatic Bittersweet, Japanese Honeysuckle, Japanese Barberry, Wineberry, Amur Honeysuckle, Japanese Stiltgrass
<b>Totals</b>	<b>720</b>			





Moving forward

# Goals by species and site

Site	Amur corktree	Boston ivy	Callery pear	Chinese silvergrass	English ivy	Indigobush	Japanese angelica tree	Japanese maple	Japanese wisteria	Japanese Zelkova	Jetbead	Kousa dogwood	Linden viburnum	Oriental photinia	Porcelainberry	Sericea lespezeza	Siebold's arrowwood	Sweet autumn virginsbower	Toringo crab	Winter creeper	Yellow iris	
Autumn Hill													3	3								
Fieldwood			1														1			1		
Greenway Meadows					2		1	1				1			4	1	1			1		
Herrontown Woods		1			1		1	1	4		1		3	3			1	1	1	1		
Mountain Lakes Area			1		2	1	1				1	1					1			1		
Smoyer Park			1	1	2				4	1					4				1	1		
Woodfield Reservation					1								3	3			1		1			
<b>TOTAL</b>																						

## Strategy Codes:

1) Eradicate, 2) Multi-year Eradication Effort, 3) Multi-year Control Effort, 4) Contracted Eradication Required





**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Clerk

**AGENDA ITEM**

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**2017 Goals and Priorities**

**ATTACHMENTS:**

- 2017 Goals List (DOCX)

Commission/Committee	Description	2016-2017	2017
Historic Preservation Commission	Develop design standards for Kings Highway (Route 27)		✓
Historic Preservation Commission	Review the Potential New Historic Districts		✓
Historic Preservation Commission	Conduct an Architectural Survey		✓
Historic Preservation Commission	Monitor Route 206 Bridge Reconstruction Project	✓	
Historic Preservation Commission	Hire a Masonry Expert/Contract to assist the review of Route 206 Bridge Reconstruction		✓
Complete Street Committee	Review the Use of Traffic Calming Measures		✓
Complete Streets Committee	Investigate Better Ways to Integrate Transit Options- Transit Coordination		
Board of Health/Health Department	Health Department Continues Process of National Accreditation	✓	
Board of Health/Health Department	Health Department Continues to Work on the Department's Strategic Plan	✓	
Board of Health/Health Department	Update the Animal Control Ordinance		✓
Board of Health/Health Department	Animal Control Focus – Community Awareness		✓
Planning Board	Prioritize the Merger of the Zoning Codes		✓
Planning Board	Complete Master Plan Re-examination		✓
Planning Board	Complete Neighborhood Character Study		✓
Zoning Board of Adjustments	Evaluate Areas where the Zoning Codes do not Reflect the Actual Conditions in the Communities		✓
Zoning Board of Adjustment	Determine if Planning Promotes Diversity or Preservation		✓
Environmental Commission	Determine Ways to Promote High Performance Housing Stocks		✓
Environmental Commission	Determine Ways to Promote Green Infrastructure – Storm Water Management		✓
Environmental Commission	Complete Silver Certification- Sustainable Jersey	✓	
Environmental Commission	Promote Sustainability in the Schools		✓
Bike Committee	Promote Bike Friendly Programs		✓
Bike Committee	Support Safe Routes to Schools		✓

Commission/Committee	Description	2016-2017	2017
Site Plan Review Committee	Make Sustainability Part of the Land Use Policy		✓
Citizens Finance Advisory Committee	Enhance the Five-Year Financial Forecast		✓
Citizens Finance Advisory Committee	Evaluate the Ratable Base and Its Impact on Municipal Finances	✓	
Shade Tree/Municipal Arborist	Develop a Plan to Manage the Emerald Ash Borer's Impact on the Tree Canopy	✓	
Engineering Department	Complete Parking Study – Concentrate on Economic Vitality		✓
Engineering Department	Prepare Storm Management Plan		✓
Engineering Department	Develop Design Standards for Roads, Sidewalk and Other Infrastructure		✓
Engineering Department	Develop a Coordinated Town-wide GIS System		✓
General Discussion	Promote Age Friendly Community Initiatives	✓	
General Discussion	Explore and Expand the Use of Alternative Energy Sources on Municipal and School Properties	✓	
General Discussion	Improve the Municipal Website. To Enhance Communications	✓	
General Discussion	Review Water Quality Issues		✓
Recreation Department	Continue the Mary Moss Park Project	✓	
Recreation Department	Begin the Planning for the Historic Component of Mary Moss Park	✓	
Recreation Department	Begin Planning for Improvements to Community Park South		✓
Recreation Department	Recreation Board develops a Transgender Policy		✓
Human Services	Expand Formal Partnerships with Other Agencies		✓
Human Services	Promote the Welcoming America Program		✓
Human Services	Expand the Summer Youth Program		✓
Human Services	Promote the Board of Education Parent Liaison Program		✓
Youth Advisory Commission	Focus on Youth Mental Health Issues		✓
Housing Authority	Collaborating with Affordable Housing Staff to Streamline the Application Process		✓
Housing Authority	Review the Development of Solar Energy at Housing Authority Properties		✓

<b>Commission/Committee</b>	<b>Description</b>	<b>2016-2017</b>	<b>2017</b>
Affordable Housing Board	Working through the Declaratory Judgement Process		✓
Affordable Housing Board	Working on Improving the Affordable Housing Application Process		✓
Affordable Housing Board	Increase the Focus on the Maintenance of our Affordable Housing Inventory		✓
Affordable Housing Boards	Review the Financial Capacity of the Affordable Housing Trust Fund		✓
Affordable Housing	Replace the Affordable Housing Coordinator		✓
Affordable Housing	Increase Communication Using Affordable Housing Social Media		✓
Corner House	Looking to Create a Strategic Plan		✓
Corner House	Review and Update Policies and Procedures		✓
Corner House	Coordinate Three (3) Major Community Programs		✓
Princeton Alcohol and Drug Alliance	Provide a Drop Box in Every School to Take Student Inquires		✓
General Discussion	Include Student Voices in Our Discussion		✓
General Discussion	Police Body Camera Implementation		✓
Public Works Committee	Continue to Monitor and Evaluate the Municipal Leaf and Brush Program		✓
Public Works Committee	Conduct a Complete Evaluation of the Garbage /Trash, Organic Food Waste and Recycling Programs		✓
Public Works Committee	Improve the Public Works/PSOC Facilities		✓
Public Works Committee	Conduct An Evaluation of the Spring Street Garage (SSG)		✓
Public Works Committee	Installation of Additional Security Cameras		✓
Sewer Operating Committee	Update the Current Sanitary Sewer Rehabilitation Priority List		✓
Sewer Operating Committee	Review and Update the Preventive Maintenance Plans		✓
Sewer Operating Committee	Establish an Easement Maintenance Program		✓
Sewer Operating Committee	Complete the Corrective Action Plan Associated with the Land Fill Closure Plan		✓
Local Emergency Planning Committee	Review and Update Emergency Operation Plan		✓
Local Emergency Planning Committee	Make Upgrades to the Emergency Operations Center		✓
Local Emergency Planning Committee	Develop Shelter Plan for Emergencies		✓

<b>Commission/Committee</b>	<b>Description</b>	<b>2016-2017</b>	<b>2017</b>
Parking Committee	Ordinance Harmonization – Overnight Parking	✓	
Parking Committee	Ordinance Harmonization – Daytime Parking		✓
Parking Committee	Ordinance Harmonization – High School Parking		✓
Parking Committee	Ordinance Harmonization – Days and Hours for Meters		✓
Parking Committee	Parking Study CBD		✓
Parking Committee	Create Parking Statement of Principle		✓
Information Technology Steering Committee	Document Archiving Municipal Wide		✓
Information Technology	Body Camera Project		✓
Various Projects	Police 911 upgrade, Network Domain Consolidation, Network Security Upgrades and Server Virtualization Project		✓
Public Safety Committee	Review Rutgers Review Model – Risk Assessment		✓
Public Safety Committee	Community Survey		✓
Public Safety Committee	De-escalation Training		✓
Public Safety Committee	Move to Paperless Records Bureau		✓
Public Safety Committee	Radio System Upgrades		✓
Public Safety Committee	Re-Accreditation Process		✓
Public Safety Committee	Implement Strategic Planning Initiatives		✓
Public Safety Committee	Building Community Relations		✓
Code Consolidation	Continue the Code Consolidation Process	✓	
Personnel Committee	AFCME Labor Negotiations	✓	
Personnel Committee	Teamster Labor Negotiations		✓



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Police Department

**AGENDA ITEM**

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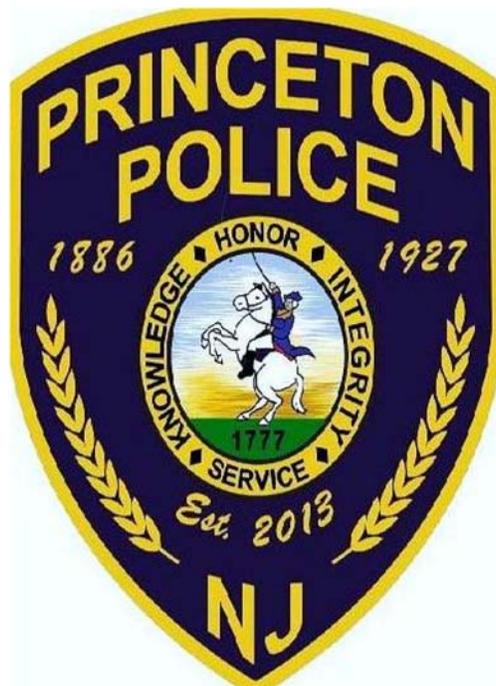
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**September 2016 Police Report**

**ATTACHMENTS:**

- september (PDF)

PRINCETON POLICE  
DEPARTMENT  
CHIEF'S MONTHLY REPORT



SEPTEMBER

2016

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# **Safe Neighborhood Bureau Monthly Report**

## **September 2016**

- **September 2<sup>nd</sup>**
  - SNB met with Human Services Department regarding community outreach planning.
- **September 8<sup>th</sup>**
  - Attended a Princeton Alcohol and Drug Alliance meeting.
- **September 9<sup>th</sup>**
  - Attended SeminaryFest at Princeton Theological Seminary.
- **September 12<sup>th</sup>**
  - Attended and participated in the Lewis School 9/11 Ceremony.
- **September 15<sup>th</sup>**
  - Attended Welcoming Week Kick Off at Hinds Plaza.
  - Attended the Human Services Hispanic Community meeting.
- **September 21<sup>st</sup>**
  - Attended the Cornerstone Kitchen dinner at the United Methodist Church. SNB officers helped serve free dinner to community members.
  - Gave a presentation to the Jewish Center regarding safety and security for the upcoming Jewish holidays.
- **September 23<sup>rd</sup>**
  - Attended the National Organization of Black Law Enforcement Executives New Jersey Law Enforcement Career Fair at Brookdale Community College.
- **September 26<sup>th</sup>**
  - Observed an evacuation drill at the Princeton Charter School.

- **September 27th**
  - Attended a Princeton Youth Advisory Committee meeting.
  
- **September 29<sup>st</sup>**
  - Attended the Committed and Faithful Princetonians meeting.
  
- During the month of September, the Safe Neighborhood Bureau conducted our annual School Security Huddle with many of the Princeton public and private schools. Issues that were discussed were hazard preparation and mitigation, as well as different presentations and programs that are currently offered by the Safe Neighborhood Bureau. We met with the following schools:
  - September 6<sup>th</sup> – Princeton Learning Cooperative
  - September 12<sup>th</sup> – Community Park Elementary School
  - September 13<sup>th</sup> – Riverside Elementary School
  - September 16<sup>th</sup> – Johnson Park Elementary School
  - September 20<sup>th</sup> – Princeton Day School
  - September 22<sup>nd</sup> – The Hun School
  - September 26<sup>th</sup> – The Princeton Charter School
  - September 27<sup>th</sup> – Princeton High School Guidance Department
  - September 28<sup>th</sup> – Princeton High School
  - September 28<sup>th</sup> – St. Paul’s School
  
- ❖ During the month of September, the Safe Neighborhood Bureau:
  - Installed five child safety car seats
  - Generated nine cases for foot patrol
  - Performed 42 vacant house checks
  - Installed one lock as part of the Operation Blue Angel Program



## **Princeton Police Department**

**1 Valley Road, Princeton, NJ 08540**

**Phone: (609)921-2100 / Fax: (609)924-8197**

### **Juvenile Report-September 2016**

#### **Juveniles Petitioned to Family Court**

After purposely riding his bicycle recklessly on the sidewalk through pedestrians, yelling profanities, using vulgar language in the presence of numerous citizens on Nassau Street and refusing to comply with direction from police officers to dismount and turn off music he was playing at a disruptive level, a fourteen year old boy was charged with a bicycle Ordinance, Disorderly Conduct, Obstructing the Administration of Justice and Resisting Arrest.

A fourteen year old boy was charged with Receiving Stolen Property after he was found in possession of a stolen bicycle.

A fourteen year old boy was charged with Disorderly Conduct after a police officer observed him purposely throw a cup of water on two female pedestrians on Nassau Street.

A fourteen year old was charged with Harassment after he repeatedly called female pedestrians derogatory and vulgar names as they walked through Hinds Plaza.

A fourteen year old was charged with Criminal Mischief, Disorderly Conduct and Harassment after he repeatedly and intentionally damaged decorative flowers on Nassau Street and used vulgar language towards a store owner in the presence of shoppers and children.

A fifteen year old was charged with Harassment after he repeatedly called female pedestrians derogatory and vulgar names as they walked through Hinds Plaza. He additionally was charged with Aggravated Assault on a Police Officer, Resisting Arrest and Obstructing the Administration of Law after he got into a physical altercation with a police officer who had been called to the scene to investigate.

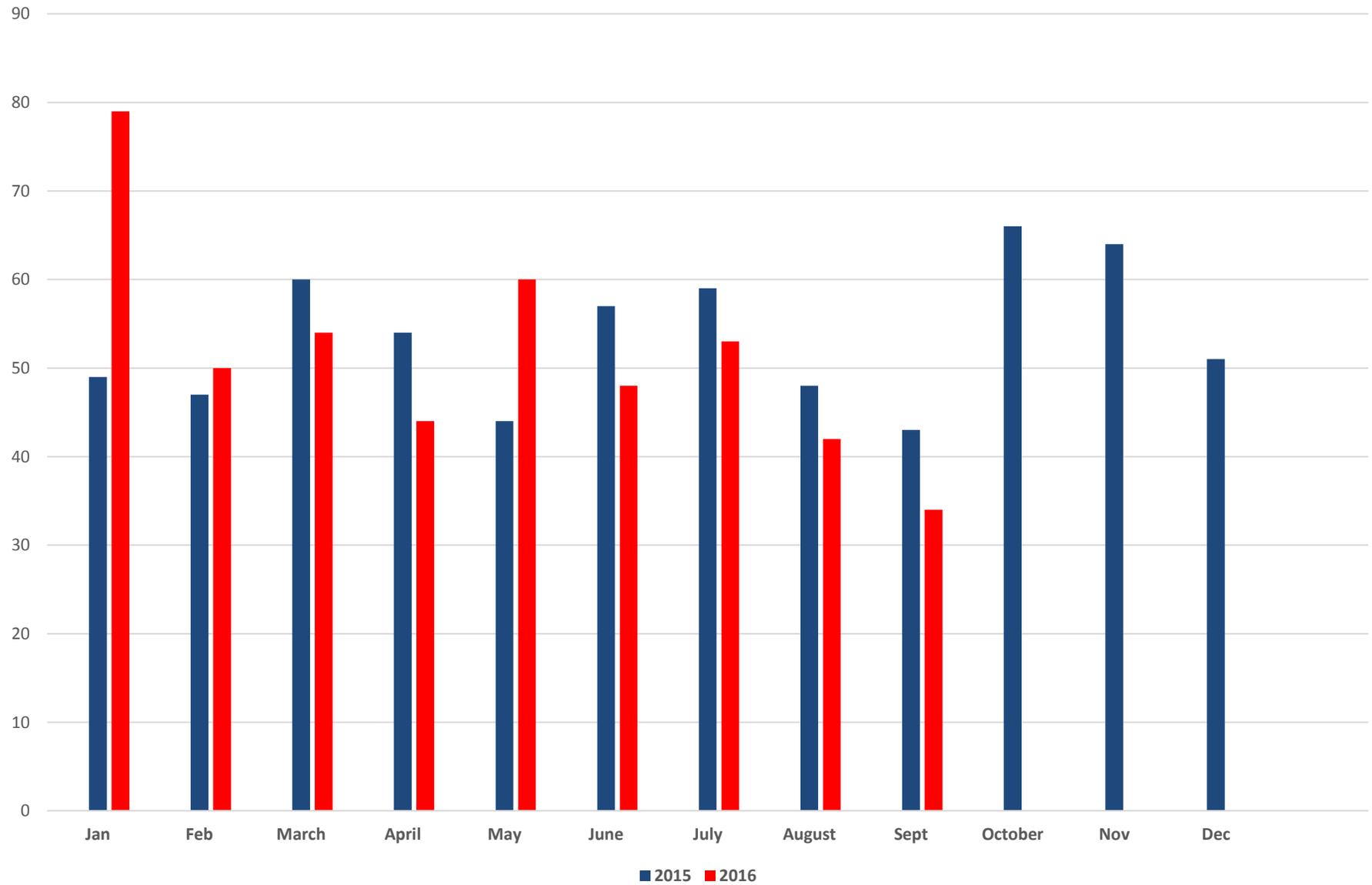
#### **Curbside Warning**

A Curbside Warning was given after two twelve year old boys got into a physical fight in public.

#### **Family Crisis**

Patrols responded to a verbal argument between a fourteen year old female and her mother. Referrals were offered for counseling.

## ARRESTS SEPTEMBER 2016

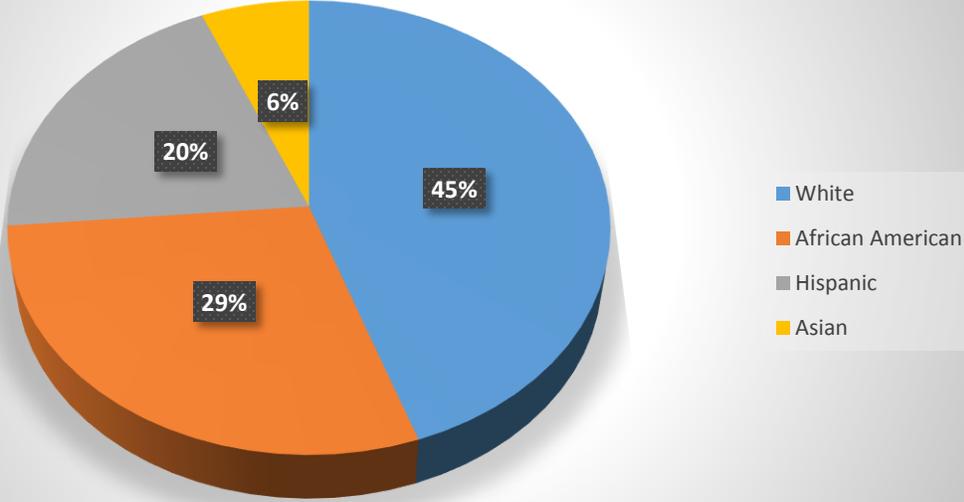


## TOTAL ARRESTS

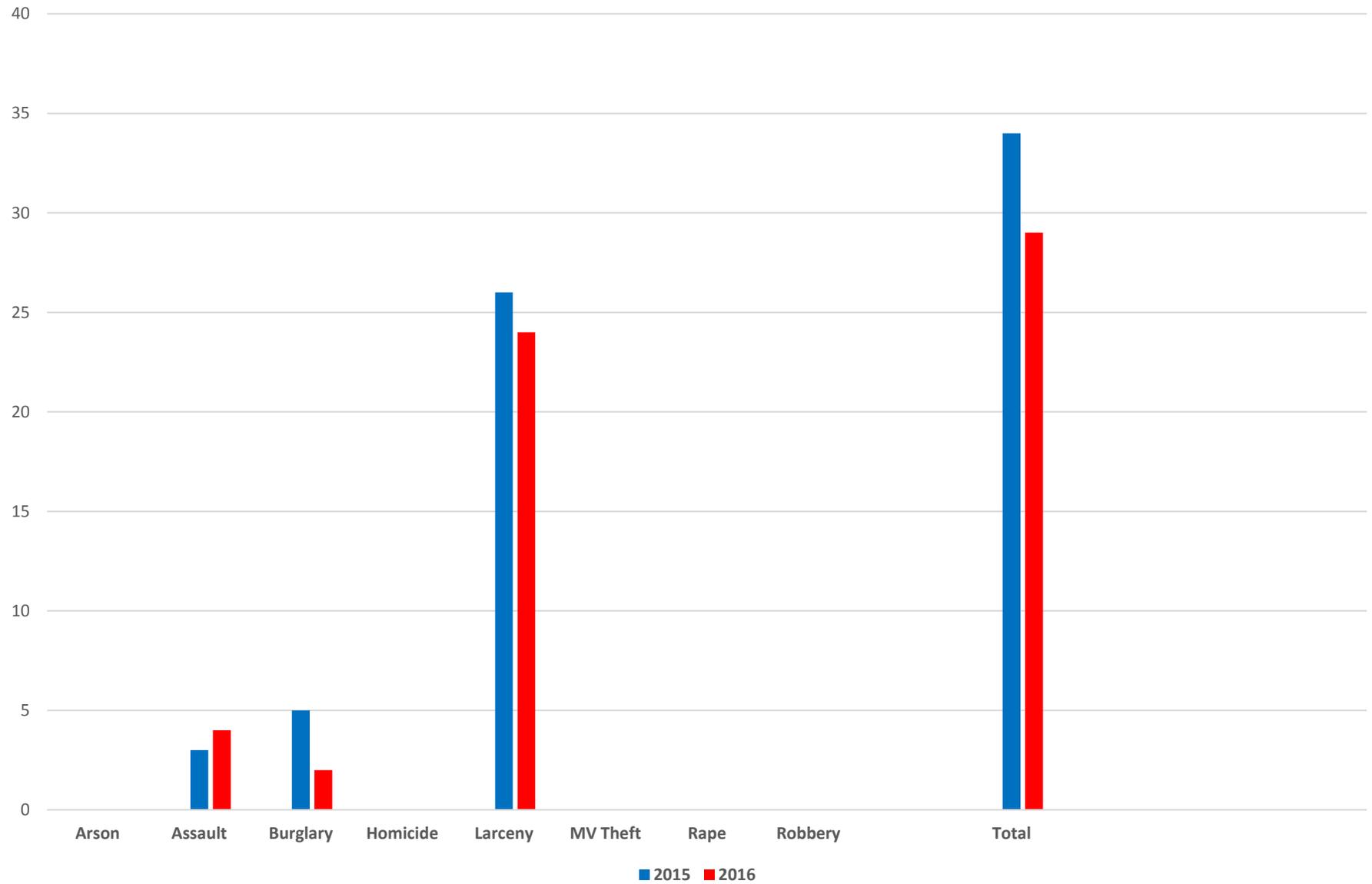
2016	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2016
Arrests	79	50	54	44	60	48	53	42	34				474

2015	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2015
Arrests	49	47	60	54	44	57	59	48	43	66	64	51	642

### 2016 YEAR TO DATE ARREST DEMOGRAPHICS



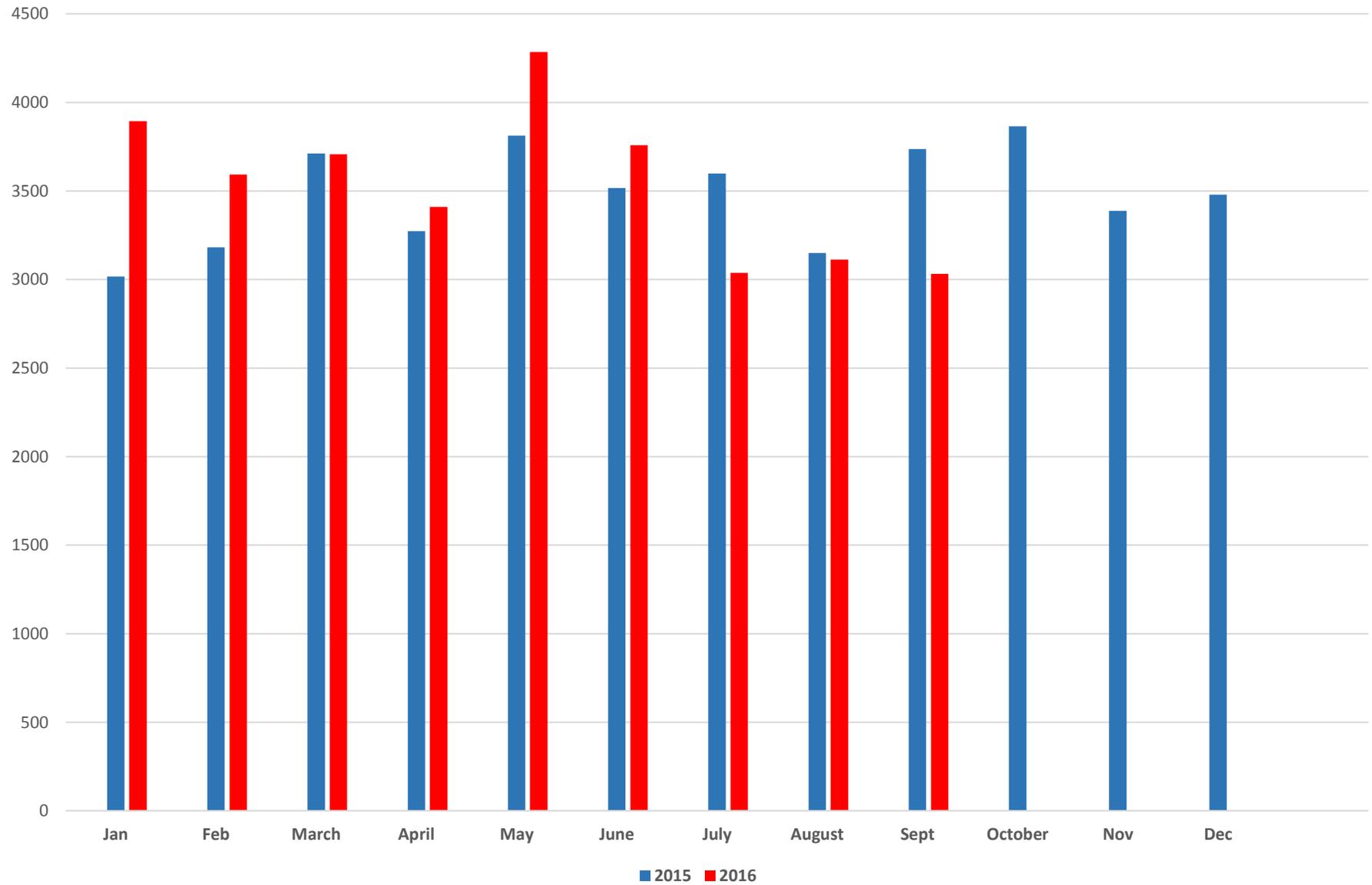
## UCR SEPTEMBER 2016



## SEPTEMBER UCR

UCR TYPE	SEPTEMBER 2015	SEPTEMBER 2016	YTD 2016
Arson	0	0	0
Assault	3	4	38
Burglary	5	2	25
Homicide	0	0	0
Larceny	26	24	145
Motor Vehicle Theft	0	0	5
Rape	0	0	2
Robbery	0	0	0
TOTAL	34	29	214

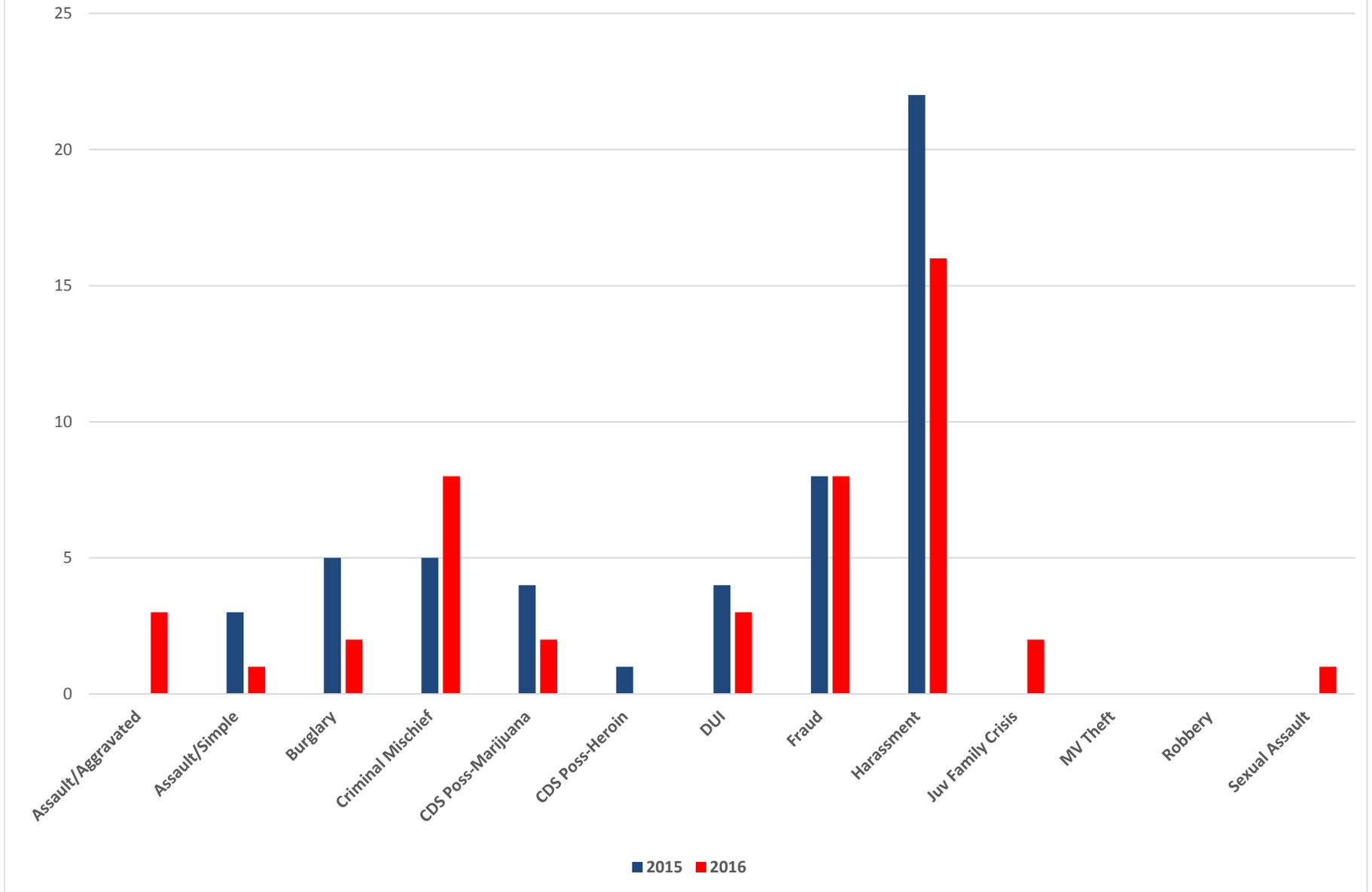
## SERVICE CALLS SEPTEMBER 2016



## SERVICE CALLS

Service Calls	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
2016	3,894	3,593	3,708	3,410	4,284	3,759	3,038	3,113	3,032				31,831
2015	3,017	3,181	3,711	3,273	3,812	3,517	3,598	3,150	3,736	3,865	3,388	3,478	41,726

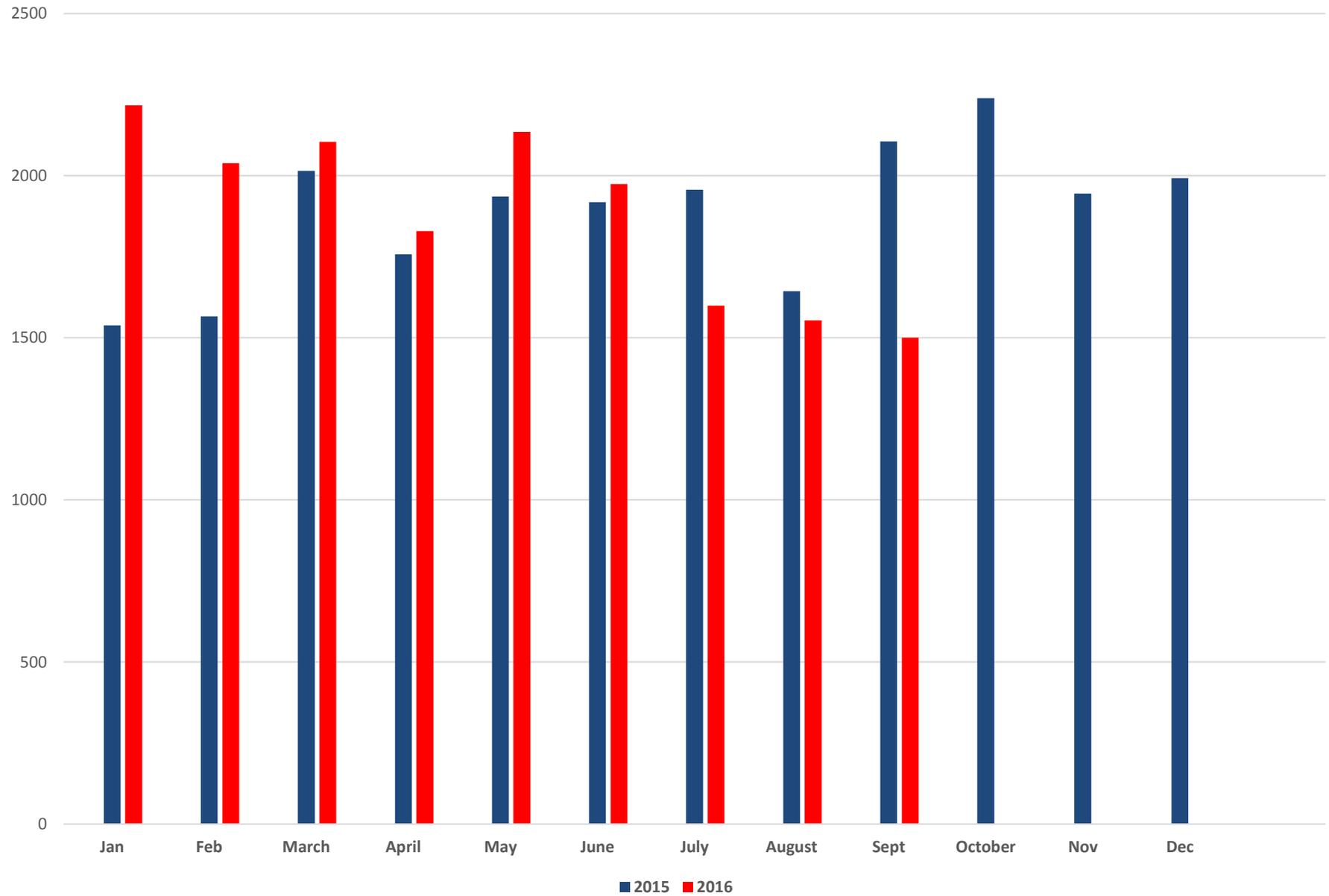
## OFFENSES SEPTEMBER 2016



## SEPTEMBER OFFENSES

OFFENSE TYPE	SEPTEMBER 2015	SEPTEMBER 2016	YTD 2016
Assault/Aggravated	0	3	9
Assault/Simple	3	1	29
Burglary	5	2	25
Criminal Mischief	5	8	55
CDS Possession – Marijuana	4	2	45
CDS Possession – Heroin	1	0	5
DUI	4	3	38
Fraud	8	8	40
Harassment	22	16	82
Juvenile Family Crisis	0	2	9
Motor Vehicle Theft	0	0	5
Robbery	0	0	0
Sexual Assault	0	1	7
Shoplifting	3	3	15
Soliciting W/Out Permit	1	0	25
Theft	26	25	146
Theft by Deception	1	0	2
Threat/Improper Influence	0	0	3
Warrant Arrest	25	7	128
<b>TOTAL</b>	<b>108</b>	<b>81</b>	<b>668</b>

## NON-CRIMINAL INCIDENTS



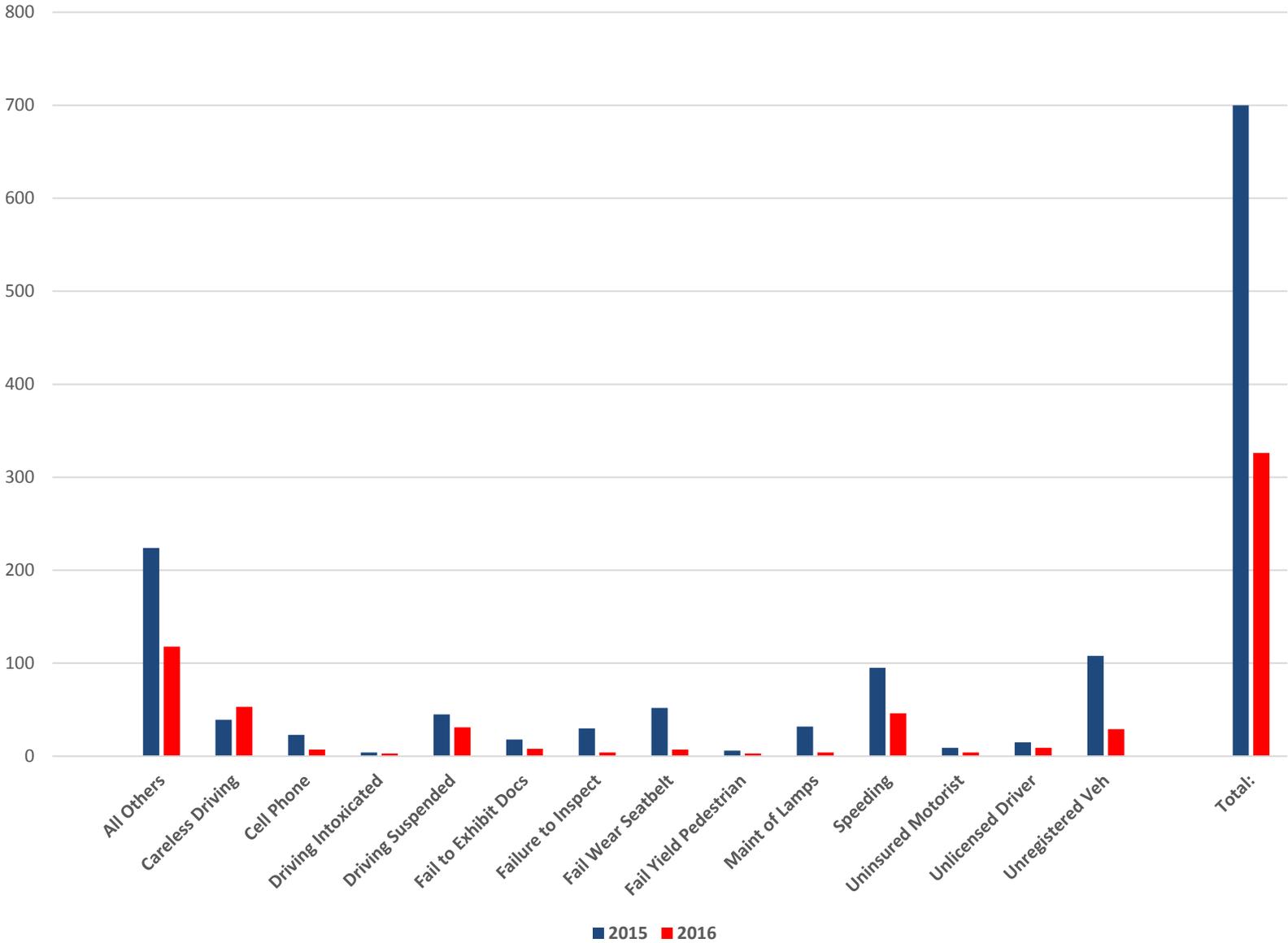
## SEPTEMBER NON-CRIMINAL INCIDENTS

NON-CRIMINAL INCIDENTS	SEPTEMBER 2015	SEPTEMBER 2016	YTD 2016
Alarms Auto	0	2	13
Alarms Burglary	0	0	1
Alarms Commercial Burglary	32	36	344
Alarms Commercial Fire	17	28	238
Alarms Fire	4	1	12
Alarms Maintenance	0	0	0
Alarms Medical	1	4	31
Alarms Other	9	6	53
Alarms Panic	6	8	66
Alarms Residential Burglary	58	74	641
Alarms Residential Fire	18	12	136
Animal Complaints	37	47	326
Building Check	0	4	41
Business Disputes	5	2	20
Disabled Vehicle	18	25	259
Emotionally Disturbed Person	7	0	36
Escorts Traffic	0	2	3
Fingerprints	12	3	61
Fire (Other) Odor of Smoke	11	5	50
Fire Commercial	0	2	4
Fire Dwelling	3	1	8
Fire False	0	0	0
Fire Vehicle	0	1	6
Firearms Background	2	3	48
Foot Patrol	57	52	656
Found Bicycles	7	4	24
Found Property	9	14	136
Gas Leaks/Explosion	3	5	34
Intoxicated Person	1	2	27
Landlord/Tenant	0	0	6
Littering	1	0	4
Lockout/MV	10	13	119
Lockout/Residence	1	2	17
Lost Property	10	3	46
Medical Call	183	188	1,564
Missing Person	4	4	39
Motor Vehicle Complaint	11	21	133
Motor Vehicle Incident	4	4	52

## SEPTEMBER NON-CRIMINAL INCIDENTS

NON-CRIMINAL INCIDENTS	SEPTEMBER 2015	SEPTEMBER 2016	YTD 2016
Motor Vehicle Stop	1,051	428	7,448
MVA	0	0	0
MVA Involving Injury	8	14	82
MVA No Injury	61	86	693
MVA No Report	4	1	29
MVA With Bicycle	3	1	10
MVA With Deer	2	3	16
MVA With Pedestrian	0	0	13
Noise Complaint	25	13	150
Notifications	10	12	120
Parking Complaints	72	46	471
Prisoner Transport	2	0	2
School Crossing	86	81	560
School Detail	101	58	470
Service of Subpoena	0	1	1
Suspicious Incidents	29	39	298
Suspicious Package	0	0	0
Suspicious Person	23	21	164
Suspicious Vehicle	32	23	277
Traffic Hazard	9	7	80
Tree Down	3	13	108
Unattended Death	0	1	3
Unwanted Person	8	4	61
Urinating in Public	0	0	2
Vacant House Check	13	42	374
Welfare Check	15	23	186
Wire/Pole Down	8	5	78
Non-Criminal – TOTAL	2,106	1,500	16,950

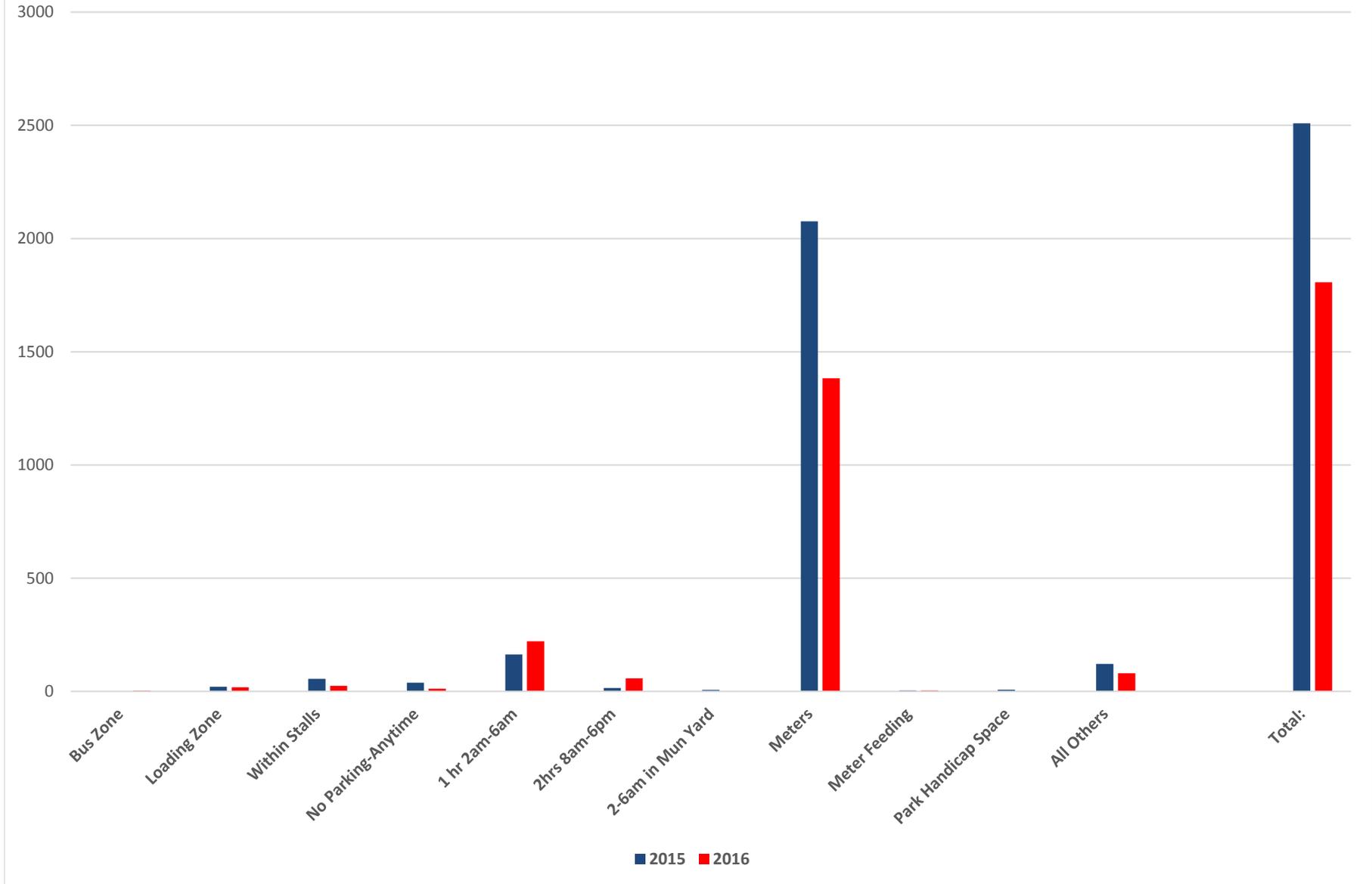
## SUMMONSES SEPTEMBER 2016



## SEPTEMBER SUMMONSES

SUMMONS TYPE	SEPTEMBER 2015	SEPTEMBER 2016	YTD 2016
All Other	224	118	1,576
Careless Driving	39	53	386
Cell Phone	23	7	108
Driving While Intoxicated	4	3	38
Driving While Suspended	45	31	282
Failure to Exhibit Documents	18	8	135
Failure to Inspect	30	4	315
Failure to Wear Seatbelt	52	7	159
Failure to Yield to Pedestrian in Crosswalk	6	3	64
Maintenance of Lamps	32	4	185
Speeding	95	46	682
Uninsured Motorist	9	4	75
Unlicensed Driver	15	9	134
Unregistered Vehicle	108	29	589
Total Summonses	700	326	4,728

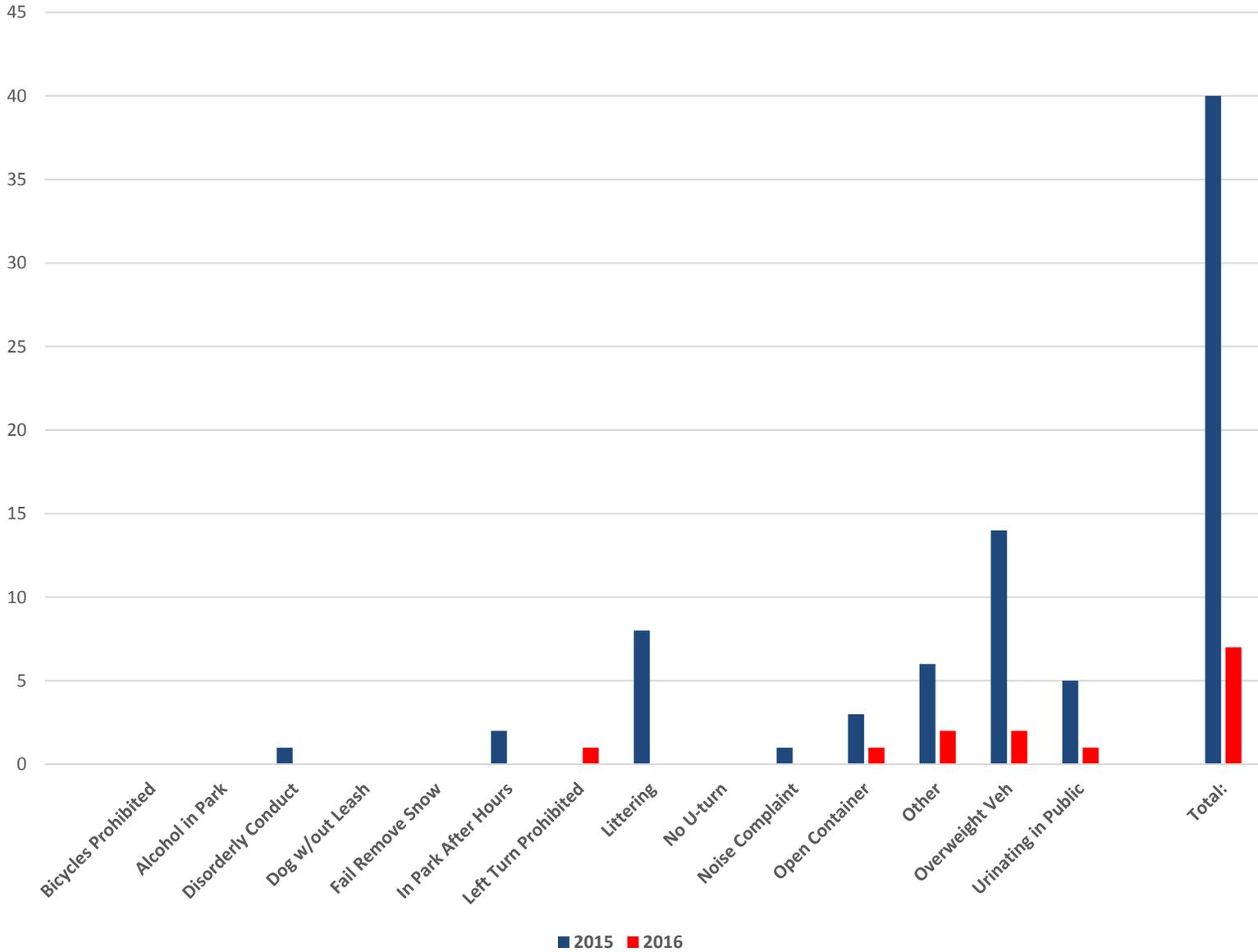
## PARKING VIOLATIONS SEPTEMBER 2016



## SEPTEMBER PARKING VIOLATIONS

PARKING ORDINANCE	SEPTEMBER 2015	SEPTEMBER 2016	YTD 2016
Bus Zone	0	3	20
Loading Zone	20	18	148
Parking Within Designated Parking Stalls	56	25	310
No Parking Zones/Anytime	39	12	306
Park Between 2AM & 6AM 1hr Limit	163	221	1,739
Parking Limit 2 hrs Between 8AM & 6PM	15	58	665
Park Between 2AM & 6AM in Municipal Yard	7	1	5
Meters	2,076	1,383	15,965
Meter Feeding	4	5	5
Parking in Handicap Space	8	1	32
All Others	121	80	879
<b>Total - Parking Violations</b>	<b>2,509</b>	<b>1,807</b>	<b>20,074</b>

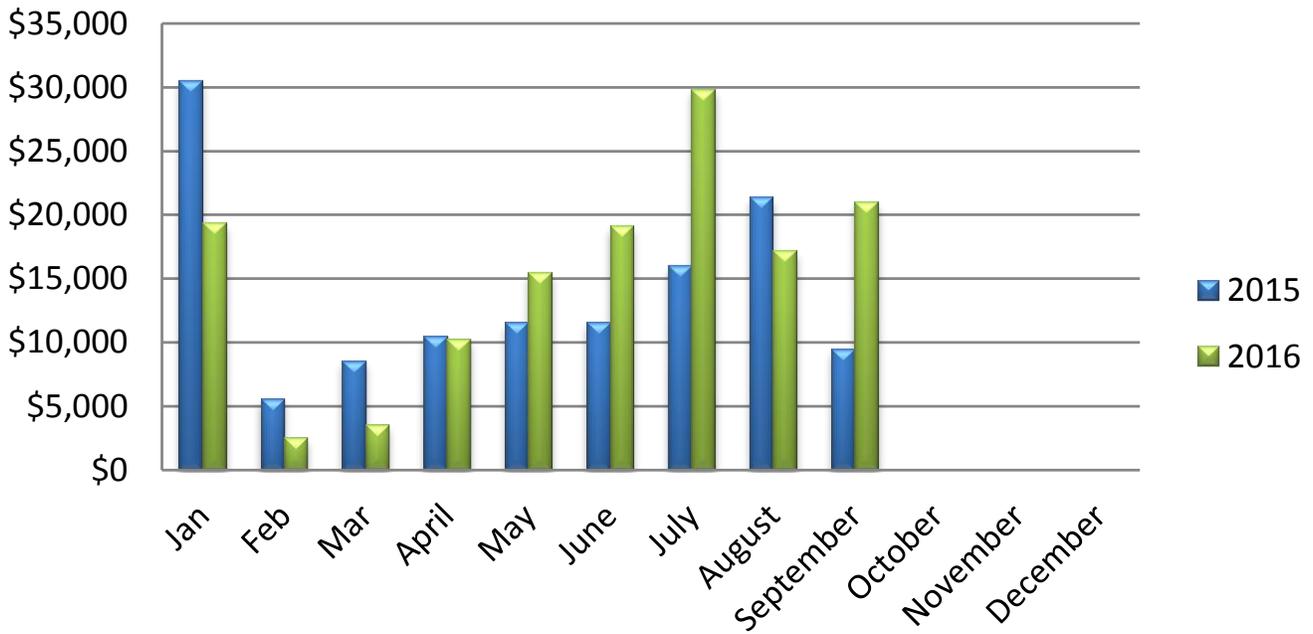
## ORDINANCE VIOLATIONS SEPTEMBER 2016



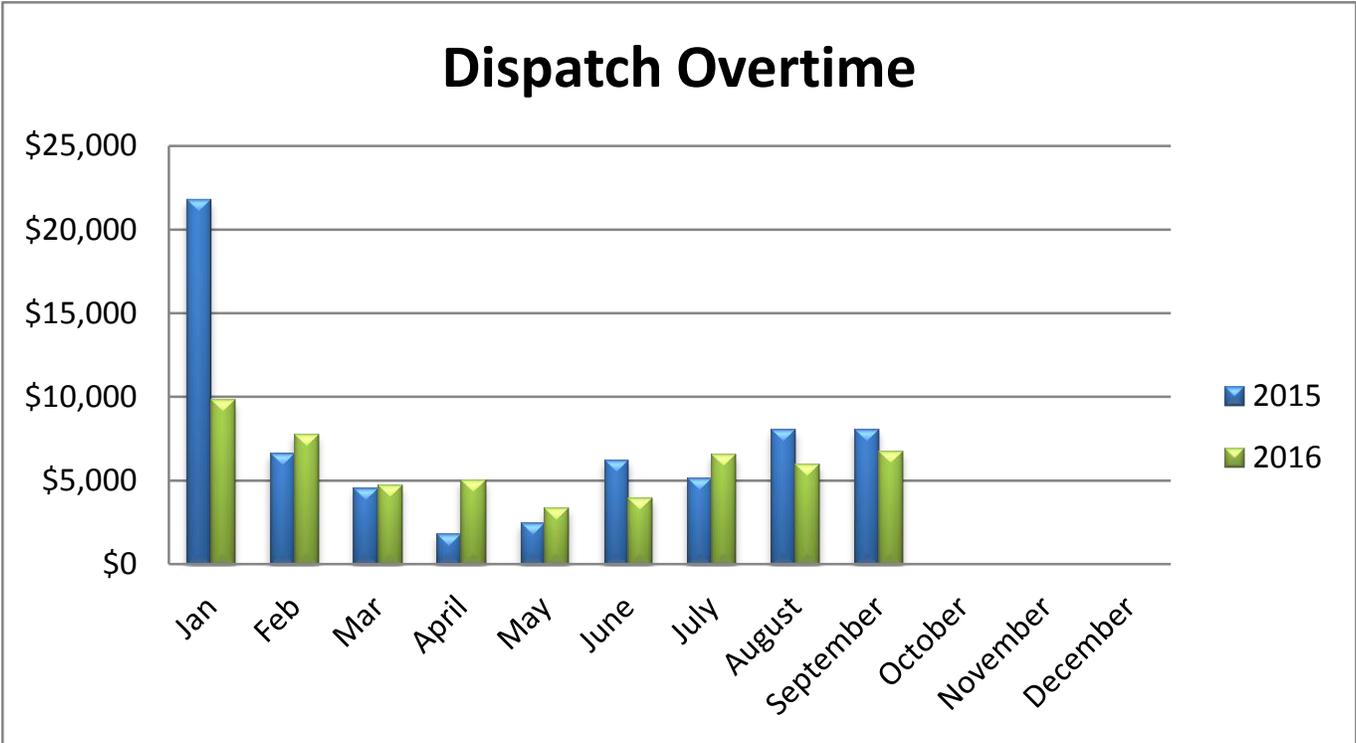
## SEPTEMBER ORDINANCE VIOLATIONS

ORDINANCE VIOLATION	SEPTEMBER 2015	SEPTEMBER 2016	YTD 2016
Bicycles/Skateboards Prohibited	0	0	0
Consumption Alcohol in Park	0	0	0
Disorderly Conduct	1	0	0
Dog Without a Leash	0	0	0
Failure to Remove Snow	0	0	18
In Park After Hours	2	0	2
Left Turn Prohibited	0	1	2
Littering	8	0	9
No U-Turn	0	0	0
Noise Complaint	1	0	2
Open Container	3	1	7
Other	6	2	18
Overweight Vehicle	14	2	43
Urinating in Public	5	1	21
<b>Total - Ordinance Violations</b>	<b>40</b>	<b>7</b>	<b>122</b>

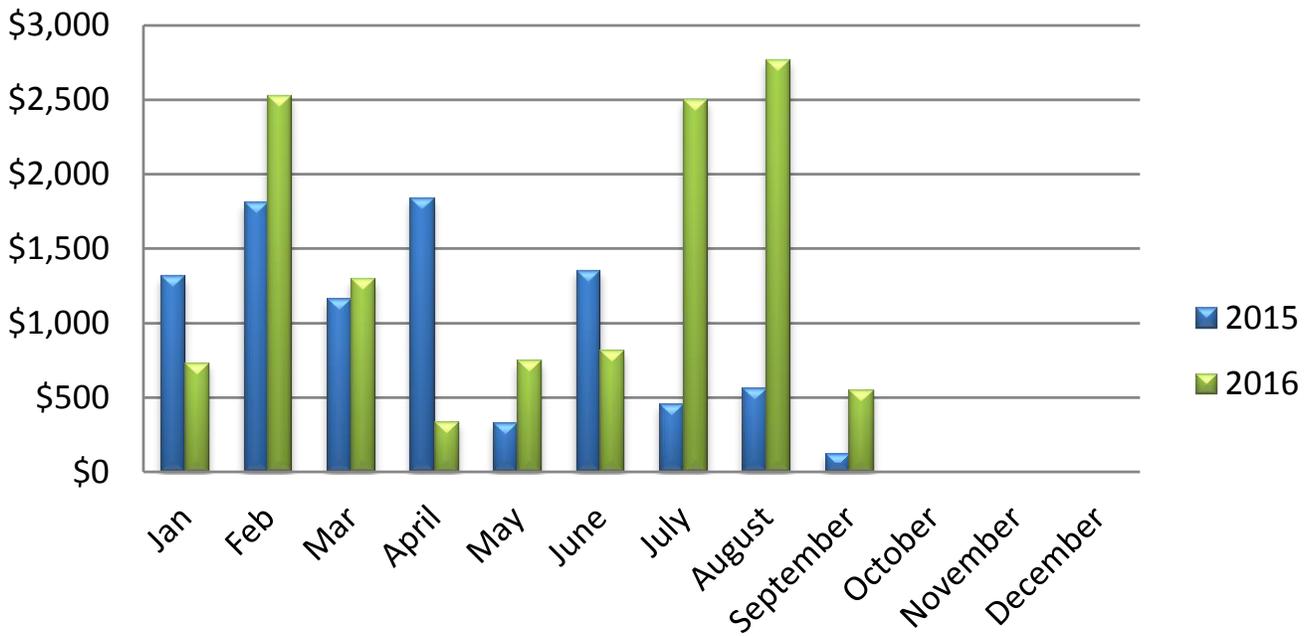
# Patrol Overtime



# Dispatch Overtime



## Detective Overtime







# Princeton Police Department

1 Valley Road, Princeton, NJ 08540

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

## Gender & Ethnicity Report

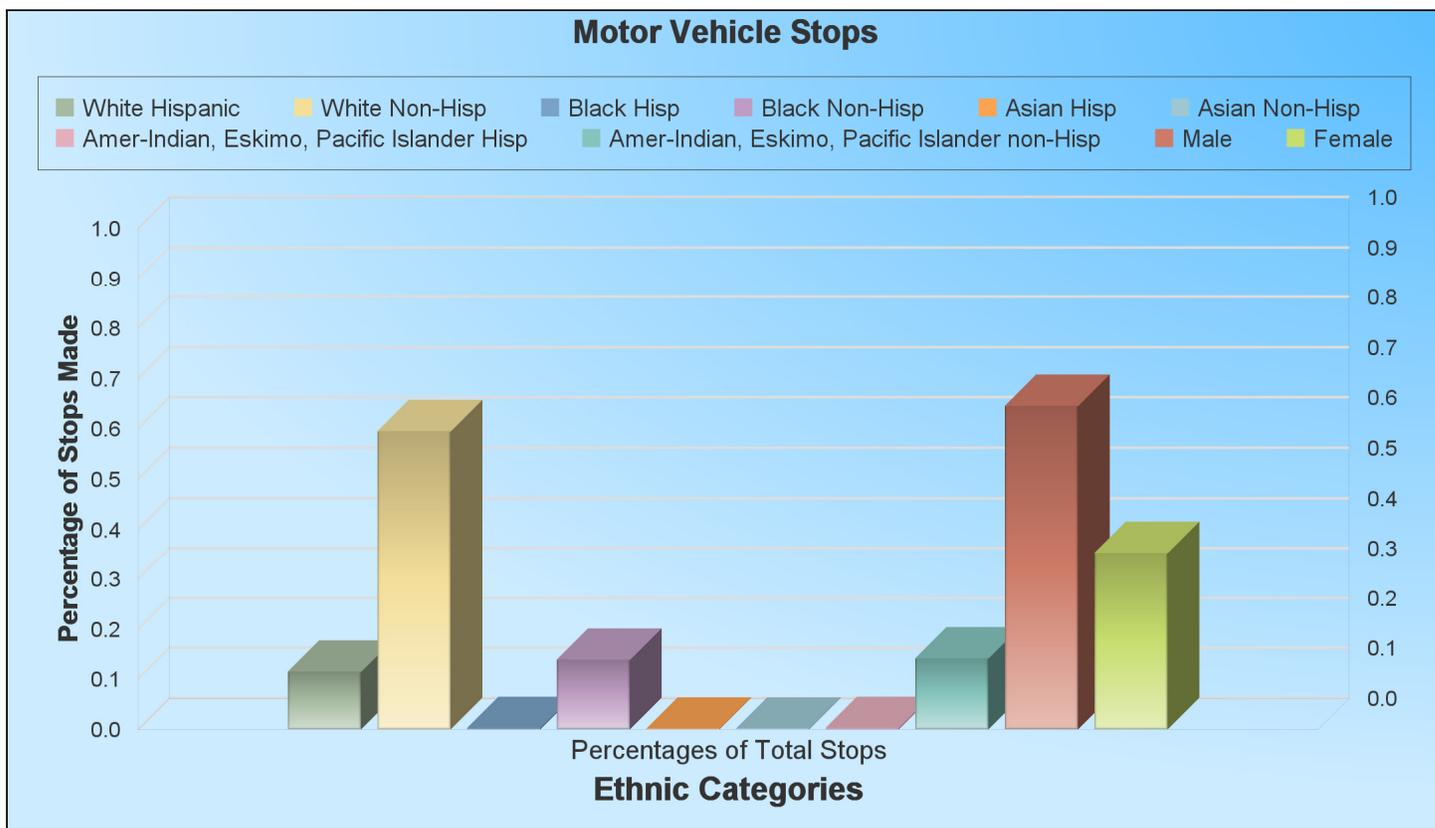
### MV Stops for 2016

Total MV Stops: 8,318



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

Race Code	Total #	Percentage
White Hisp.	959	11.53%
White Non Hisp.	4,948	59.49%
Black Hisp.	26	0.31%
Black Non-Hisp.	1,159	13.93%
Native Amer/Eskimo Hisp.	14	0.17%
Native Amer/Eskimo Non-Hisp	10	0.12%
Asian Hisp.	20	0.24%
Asian Non-Hisp.	1,181	14.20%
Male	5,371	64.57%
Female	2,936	35.30%



- ❖ On Wednesday, September 7, 2016, Sgt. Solovay and K-9 Harris responded to the 700 block of State Rd. in order to conduct a building search of an unsecured building. Due to the building layout and condition, officers were not able to clear sections of the building, however the police K-9 provided the ability to do so. The building was searched and no trespassers were located.
- ❖ On Monday, September 12, 2016, Sgt. Solovay and K-9 Harris attended a 9/11 ceremony at the Lewis School in Princeton.
- ❖ On Tuesday, September 13, 2016, Sgt. Solovay and K-9 Harris attended In-service training for the New Jersey Detect and Render Safe Task Force at the State of New Jersey Vehicle Distribution Center, located in Trenton NJ. The training was hosted and operated by the New Jersey State Police K-9 Training Unit.
- ❖ On Wednesday, September 14, 2016, Sgt. Solovay and K-9 Harris responded to Ewing High School, located in Ewing NJ, on a reported bomb threat. Numerous K-9 explosive detection teams responded to the school, including- Ewing Police, Princeton Police, Mercer County Sheriffs, Camden County Sheriffs, Bordentown Police, and NJ Transit Police. The K-9 teams cleared the entire school and found nothing suspicious. Students and faculty were then permitted to return to the school.
- ❖ On Wednesday, September 14, 2016, Sgt. Solovay and K-9 Harris assisted the Mercer County Sheriff's Department with providing a K-9 demonstration for the recruits of the Mercer County Police Academy. The demonstration consisted of obedience, tracking, area searching, building searching, criminal apprehension, handler protection, release work, and explosive detection.
- ❖ On Friday, September 16, 2016, Sgt. Solovay and K-9 Harris conducted an explosives sweep for the President of Peru, Pedro Pablo Kuczynski, at the request of the United States Secret Service. President Kuczynski had hotel

accommodations in the Princeton area. Sgt. Solovay and K-9 Harris were assisted by another K-9 explosive detection team from the Department of Defense and conducted an explosives sweep of parts of the building.

- ❖ On Saturday, September 17, 2016, Sgt. Solovay and K-9 Harris conducted an explosives sweep of a motorcade at the request of the United States Secret Service.
- ❖ On Sunday, September 18, 2016, Sgt. Solovay and K-9 Harris conducted an explosives sweep in the area of Palmer Square for the JazzFeast event.
- ❖ On Sunday, September 18, 2016, Sgt. Solovay and K-9 Harris conducted an explosives sweep of a motorcade at the request of the United State Secret Service.
- ❖ On Sunday, September 18, 2016, Sgt. Solovay and K-9 Harris responded to the area of John Witherspoon Middle School on a report of an unattended bag. K-9 Harris conducted a sniff of the bag and showed no alert. The bag was subsequently opened and deemed safe. The bag was later discarded.
- ❖ On Wednesday, September 21, 2016, Sgt. Solovay and K-9 Harris responded to the area of Pretty Brook Rd. on a report of criminal mischief. The alleged actor fled the area prior to police arrival. K-9 Harris was deployed for an attempted track of the involved individual. K-9 Harris tracked the actor for approximately ½ mile through a heavy brush and wooded area. After passing through several residential properties, K-9 Harris came to a stop and the actor was located at that location. The involved actor was later taken into custody.
- ❖ On Friday, September 30, 2016, Sgt. Solovay and K-9 Harris responded to the Princeton Train Station on a report of an unattended bag. K-9 Harris conducted a sniff of the bag and showed no alert. The bag was subsequently opened and deemed safe. The bag was turned over to officers from Princeton University Public Safety as found property.

**2016 MOTOR VEHICLE  
ACCIDENT STATISTICS**

**VEHICLES INVOLVED**

Number: 1,366

**INJURIES INVOLVED**

Number: 140

**ACCIDENTS WITH INJURIES**

Number: 105

**PROPERTY DAMAGE ACCIDENTS**

Number: 80

**DRIVERS INVOLVED**

Unknown: 61  
Male: 699  
Female: 606  
Total: 1,366

**DAYLIGHT/DARKNESS**

Daylight: 611  
Darkness: 118  
Unknown: 0  
Total: 729

**ROAD CONDITIONS**

Dry: 623  
Wet: 90  
Snow: 7  
Ice: 5  
Other: 4  
Total: 729

**ACCIDENTS INVOLVING DEER**

Investigated by PD: 13  
Not Investigated: 0  
Total: 13

**SUMMONS ISSUED**

Number: 622

**ACCIDENTS INVOLVING  
PEDESTRIANS**

Injury: 8  
Non-Injury: 2  
Fatal: 0  
Other: 0

**ACCIDENTS INVOLVING  
BICYCLISTS**

Injury: 8  
Non-Injury: 2  
Fatal: 0  
Other: 0

**NUMBER OF ACCIDENTS BY DAY**

Unknown:	0
Monday:	87
Tuesday:	141
Wednesday:	120
Thursday:	128
Friday:	117
Saturday:	73
Sunday:	63
Total:	729

**TIMES OF DAY**

0001 – 0100:	6
0101 – 0200:	2
0201 – 0300:	4
0301 – 0400:	2
0401 – 0500:	1
0501 – 0600:	2
0601 – 0700:	4
0701 – 0800:	38
0801 – 0900:	51
0901 – 1000:	45
1001 – 1100:	42
1101 – 1200:	56
1201 – 1300:	54
1301 – 1400:	49
1401 – 1500:	47
1501 – 1600:	66
1601 – 1700:	66
1701 – 1800:	62
1801 – 1900:	44
1901 – 2000:	28
2001 – 2100:	27
2101 – 2200:	17
2201 – 2300:	16
2301 – 2400:	0
Total:	729

**ACCIDENTS INVOLVING  
MOTORCYCLES**

Injury:	2
Non-Injury:	1
Fatal:	0
Other:	0

**ACCIDENTS WITH INJURIES  
OR \$500 DAMAGE**

Number: 685

**PRIVATE PROPERTY  
LOCATIONS**

Number: 138

**WEATHER CONDITIONS**

Other:	30
Snow:	7
Rain:	53
Clear:	639
Total:	729

**FATAL ACCIDENTS**

Number: 0

## USE OF FORCE 2016

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
<u>Total Number of Use of Force Incidents</u>	0	0	0	1	0	1	0	2	2				
<u>Persons against whom force was used</u>	0	0	0	1	0	1	0	2	2				
<u>Involving Officer use of Physical Force</u>	0	0	0	4	0	1	0	5	4				
<u>Involving Officer use of Mechanical Force</u>	0	0	0	0	0	0	0	0	0				
<u>Involving Officer use of Deadly Force</u>	0	0	0	0	0	0	0	0	0				

January	-
February	-
March	-
April	16-13733
May	-
June	16-20783
July	-
August	16-26071 / 16-26246
September	16-29736 / 16-31390
October	
November	
December	



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Clerk

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**RESOLUTION 16-330**

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**Amendment to the Waxwood Redevelopment Agreement**

WHEREAS, J. Robert Hillier received a use variance from the former Borough of Princeton Zoning Board of Adjustment on February 28, 2002 permitting the conversion of the former Quarry Street school building located at 35 Quarry Street to a multiple dwelling containing 34 one and two-bedroom residential units; and

WHEREAS, on May 23, 2002, said Zoning Board of Adjustment approved the preliminary/final site plan to facilitate the conversion to residential units; and

WHEREAS, on April 23, 2002, J. Robert Hillier entered into a developer's agreement with the former Borough of Princeton agreeing that three of the units in the multi-dwelling building would be COAH qualified affordable units and five units in the multi-dwelling building would be designated "Waxwood Foundation" units for residents of the John Witherspoon Neighborhood; and

WHEREAS, on July 1, 2003, the former Borough of Princeton and J. Robert Hillier entered into the First Amendment to the developer's agreement providing that all 34 residential dwelling units be rental units so that the development would qualify for tax credits provided, however, that at the end of five years the aforementioned COAH qualified units and the "Waxwood Foundation" units would be sold; and

WHEREAS, on March 3, 2009, the former Borough of Princeton and J. Robert Hillier entered into a Second Amendment to the developer's agreement extending the period of time for the rental of the aforementioned COAH qualified units and the "Waxwood Foundation" units for an additional seven years or until October 31, 2011; and

WHEREAS, the Mayor and Council of the former Borough of Princeton authorized by

Resolution 2010-R201 adopted June 22, 2010, a further extension of the rental of the aforementioned COAH qualified units and the “Waxwood Foundation” units for an additional five years or until October 31, 2016 at which time said units would have to be sold; and

WHEREAS, J. Robert Hillier has requested by letter dated October 3, 2016 that there be a permanent extension of his ability to have the aforementioned COAH qualified units and the “Waxwood Foundation” units remain rental units with no obligation to convert said units to sale units.

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

1. Princeton hereby consents to the request by J. Robert Hillier to allow the three COAH qualified units and the five “Waxwood Foundation” units at 35 Quarry Street to permanently remain rental units.

#### CERTIFICATION

I, Kathleen Brzezynski, Deputy Clerk of Princeton, does hereby certify that the above Resolution was adopted at the governing body meeting on November 28, 2016.

Kathleen Brzezynski  
Deputy Clerk

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#### ATTACHMENTS:

- Council Memo Waxwood (PDF)
- 2002 Resolution Agreement -Waxwood (PDF)
- 2003 Resolution agreement- Waxwood(PDF)
- 2009 Resolution Agreement - Waxwood (PDF)
- 2010 Resolution Agreement Waxwood(PDF)
- Zoning Approvals Waxwood (PDF)



# MEMORANDUM

*Office of the Administrator, Marc D. Dashield*  
*Princeton Municipal Building*  
*400 Witherspoon Street*  
*Princeton, N.J. 08540*  
*609-924-5176*

---

**Date:** November 8, 2016  
**To:** Mayor and Council  
**From:** Marc D. Dashield, Administrator  
**Subject:** **Request to Amend the Waxwood Developers Agreement**

J. Robert Hillier, the developer of the Waxwood, a thirty-four (34) unit multi-dwelling located at 35 Quarry Street has requested a permanent modification to his developer's agreement. Mr. Hillier is requesting a release from the provision of the developer agreement that would require the conversion of rental units to for-sale units.

On June 22, 2010, Mr. Hillier requested and was granted relief from the same requirement for five (5) years for economic reasons. Attached you will find a letter outlining the developer's request to remove the provision completely from the agreement. If the Council agrees to grant this modification, it will amend the developer's agreement.

Attached you will find a copy of the developer's agreement and the resolution extending the rental units.

If you have any question, please contact me.

# STEVENS & LEE

100 Lenox Drive, Suite 200  
Lawrenceville, NJ 08648  
(609) 243-9111 Fax (609) 243-9333  
www.stevenslee.com

Direct Dial: (609) 987-6666  
Email: cst@stevenslee.com  
Direct Fax: (610) 371-7935

October 3, 2016

Mr. Marc D. Dashield, Administrator  
Municipality of Princeton  
400 Witherspoon Street  
Princeton, New Jersey 08540

Re: The Waxwood  
35 Quarry Street

Dear Mr. Dashield:

Thank you for meeting with Bob Hillier, Jim Banks and me. As you know, in 2010 Borough Council approved the continued rental of the units in this multiple dwelling through October 1, 2016. This letter is a request for a permanent extension of that arrangement.

As we discussed, Mr. Hillier has found that there is just no reasonable sales market for these apartments. They have now been rented for over a dozen years, and the rental market for them continues to be very strong, such that the Waxwood is meeting an important affordable housing need in Princeton.

In fact, he noted that more than one-third of the tenants have rented there since they were built and that the average tenancy is about 5 ½ years. There are seldom any vacancies and there are no school children living there.

As a rental property, the Waxwood has always included three "Affordable Units", which are available only to low and moderate income tenants, and five "Foundation Units", which are otherwise subsidized units which are available only to 5-year residents of the Jackson-Witherspoon neighborhood. The status of these eight units will not change with this request.

On the other hand, when Mr. Hillier has discussed with tenants and others whether they would be interested in buying a unit for \$400,000 or more, only two or three said they would be the slightest bit interested, and few non-tenants seem interested either.

Even with a subsidy, it is very unlikely that any of the Foundation Unit tenants, or others eligible to occupy the units, could afford to buy those units. As a comparison, between the mortgage payments, taxes and condo fees, the monthly cost of ownership would average about \$2,900.00, compared to the current average rent of \$2,150.00.

Philadelphia • Reading • Valley Forge • Allentown • Harrisburg • Lancaster • Scranton  
Wilkes-Barre • Princeton • Charleston • New York • Wilmington

Richard J. Pinto, NJ Managing Shareholder

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STEVENS & LEE  
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October 3, 2016  
Page 2

By way of example of the soft condominium market in Princeton, it took Mr. Hillier almost nine years to sell 16 small one-bedroom condominium units at 36 Moore Street.

Also the eighth paragraph should read as follows:

When he discussed this situation with the existing tenants, Mr. Hillier did find that many had a concern when informed that the building might have to be turned into condominiums whether owner occupied or investor-owned. His involvement with the immediate neighborhood and discussions about the Waxwood has never indicated a concern about the Waxwood existing as a rental property.

In light of these facts, Mr. Hillier asks that the right to rent the units be made permanent.

We understand that you will discuss this matter further with staff and then present it to the governing body. If any of us can answer any questions or give any further information, please feel free to contact me.

Very truly yours,

STEVENS & LEE



Christopher S. Tarr

CST:ccst

**RESOLUTION 2002-134  
OF THE MAYOR AND COUNCIL  
OF THE BOROUGH OF PRINCETON**

**APPROVING THE DEVELOPER'S AGREEMENT FOR QUARRY STREET  
DEVELOPMENT**

**WHEREAS**, the J. Robert Hillier (hereinafter "Developer") has received a use variance from the Princeton Borough Zoning Board of Adjustment for the construction of a 34 unit residential development, for its premises, fronting on both Quarry Street and MacLean Street now designated as Block 17.03, Lot 93 on the Princeton Borough Tax Map, by resolution dated February 28, 2002; and

**WHEREAS**, said approval required the Developer prior to or at the time of a required subsequent application to that Board for residential site plan approval to enter into a Developer's Agreement with the Borough to assure compliance with Section 17A-202.1 of the Princeton Borough Land Use Code, dealing with affordable housing requirements; and

**WHEREAS**, the Developer's proposed compliance with affordable housing requirements are described in the attached Developers Agreement;

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Princeton that the attached Developer's Agreement with J. Robert Hillier is approved and the Mayor and Clerk are authorized to execute same.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Ms. Trotman		X	X		X			
Mrs. Benchley		X			X			
Mr. Goldfarb		X		X	X			
Mrs. Karcher		X			X			
Mr. Martindell		X			X			
Mr. O'Neill		X			X			
Mayor Reed		X						

I, CAROLYN L. KAFKA, Clerk of the Borough 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 Borough at a meeting held April 23, 2002.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Borough, this 24th day of April, 2002.

\_\_\_\_\_  
CAROLYN L. KAFKA, R.M.C.  
Borough Clerk

2002 R137

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

**DEVELOPER'S AGREEMENT**

This Agreement, dated this 23rd day of APRIL, 2002, between the BOROUGH OF PRINCETON, a municipal corporation of the State of New Jersey, with offices at One Monument Drive, Princeton, Mercer County, New Jersey 08542 (hereinafter referred to as the "Borough"), and J. ROBERT HILLIER, with an address at 500 Alexander Park, P.O. Box 23, Princeton, Mercer County, New Jersey 085643 (hereinafter referred to as the "Developer").

**WITNESSETH**

WHEREAS, the Developer received use variances from the Princeton Borough Zoning Board of Adjustment from building height and density requirements in the R-4 Zoning District, together with bulk variances from side yard requirements, for its premises fronting on both Quarry Street and McLean Street, located between John Street and Witherspoon Street, now designated as Block 17.03, Lot 93 of the Princeton Borough Tax Map; and

WHEREAS, the approval was memorialized by a Resolution of the Zoning Board of Adjustment on February 28, 2002; and

WHEREAS, as a condition of such approval, the Zoning Board of Adjustment mandated that prior to or at the time of a required subsequent application to that Board for residential site plan approval, that the developer would have entered into a Developer's Agreement with the Borough to assure compliance with Section 17A-202.1 of the Princeton Borough Land Use Code, dealing with affordable housing requirements.

**NOW, THEREFORE,** in consideration of the approval and of the mutual understanding set forth below, the parties agree to the following terms and conditions.

1. Affordable Housing Contribution

A. Pursuant to Section 17A-202.1 of the Princeton Borough Land Use Code, the approval requires the developer to satisfy an affordable housing obligation by constructing the required number of affordable housing units on site or by making an "in lieu" payment as determined by the Borough that is sufficient to create the equivalent number of new units of low and moderate income housing.

B. The developer will designate 3 of the 34 proposed condominium units for affordable housing, which will be composed of the following units:

1. The developer will designate three of the 34 proposed condominium units for affordable housing for "low income" and "moderate income" applicants as defined in guidelines established by the Princeton Borough Affordable Program and the income requirements of the Council on Affordable Housing ("COAH"). The developer will sell such units to applicants who have resided in the John Witherspoon neighborhood for at least 10 years, or to direct descendants of such neighborhood residents, who meet the eligibility requirements and maximum income criteria for such units established by the Princeton Borough Affordable Housing Program. In all other respects, the sale and resale of such units shall comply with the requirements of the Princeton Borough Affordable Housing Program. The price at which such units may be sold or resold shall be restricted pursuant to such requirements, and Princeton Borough shall be granted the right of first refusal to purchase such units upon resale.
2. For each of the three units, the developer will provide a direct subsidy equal to the difference between the market price and the price at which such units may be sold to a moderate income applicant pursuant to the Princeton Borough Affordable Housing Program. The developer will sell two of such units to moderate income applicants and one of such units to a low income applicant. For the unit to be sold to a low income applicant, Princeton Borough will provide a direct subsidy equal to the difference between the price at which such unit may be sold to a moderate income applicant and the price at which such unit may be sold to a low income applicant pursuant to the Princeton Borough Affordable Housing Program.

C. The Borough finds that the foregoing arrangement meets the requirements of Section 17A-202.1 of the Borough Land Use Code and the conditions of the Approval relating to affordable

housing.

2. Miscellaneous Provisions

A. In addition to the above 3 affordable housing units, the developer will sell 5 additional units for individuals or families who may not meet the income requirements of COAH, through the use of the "Waxwood Foundation," a non-profit foundation established by the developer to assist residents of the John Witherspoon Neighborhood. That assistance will be provided in the following manner:

- a. The Foundation contribution is contingent on the applicant falling between certain minimum eligibility requirements and maximum income criteria. Applicants must have been residents of the John Witherspoon neighborhood for at least 10 years, or be a direct descendant of such a neighborhood resident.
- b. When a Foundation unit is sold by the first purchaser, the Foundation will have first right of refusal to purchase that unit back at market value for the purposes of reselling the unit to another applicant who meets the Foundation moderate income eligibility requirements.
- c. Interest on the 20% advanced by the Foundation will accrue and compound at a rate of twice the Consumer Price Index, and will be due back to the Foundation from the 80% equity owner at the resale of the unit.
- d. Should the value of the unit at resale be insufficient for the Owner's equity to cover the interest, the shortfall will be forgiven by the developer.
- e. The appreciation in the value of the unit would be shared between the Foundation and the Owner based on the percentage each party owned: 20% and 80% respectively.
- f. The Owner would receive 80% of the resale value when the unit is sold, and the 20% of the value would return to the Foundation for future transactions.

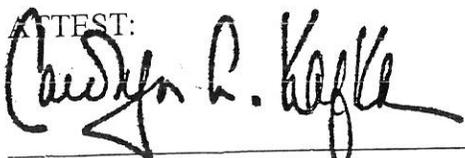
B. This Agreement is preliminary to the consideration of site plan approval by the Zoning Board of Adjustment and only deals with the issue of the affordable housing obligations of

the developer. It is expected that a subsequent developer's agreement will be executed by the parties for any other conditions that relate to on-site or off-site improvements, which will be set forth in a separate Resolution of Memorialization by the Zoning Board of Adjustment upon granting site plan approval.

C. All terms, covenants and conditions contained herein shall be for and shall inure to the benefit of and shall be binding upon the respective parties hereto and their successors and assigns.

D. All notices hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepared, addressed to the parties at the addresses stated above.

IN WITNESS WHEREOF, the parties have caused this document to be signed as of the date appearing on page 1 of this Agreement

TEST:  
  
\_\_\_\_\_  
Carolyn Kafka, Borough Clerk

BOROUGH OF PRINCETON  
By:   
\_\_\_\_\_  
Marvin R. Reed, Mayor

WITNESS:  
  
\_\_\_\_\_

  
\_\_\_\_\_  
J. Robert Hiller

**RESOLUTION #2003-R203**

**OF THE MAYOR AND COUNCIL OF THE BOROUGH OF PRINCETON  
AMENDING A DEVELOPERS AGREEMENT FOR THE "WAXWOOD"  
RESIDENTIAL PROJECT**

**WHEREAS**, the Borough and Developer previously entered into a Developer's Agreement dated April 23, 2002 with respect to the affordable housing obligations associated with a certain residential development to be located on Block 17.03, Lot 93 of the Princeton Borough Tax Map, fronting on both Quarry Street and Maclean Street, known as the "The Waxwood"; and

**WHEREAS**, since entering into the Developer's Agreement, the project has received site plan approval by Resolution of the Princeton Borough Zoning Board of Adjustment, dated June 27, 2002; and

**WHEREAS**, in addition, the Developer has now determined that in order to qualify for tax credits the residential units must be rented rather than sold; and

**WHEREAS**, the Developer has requested that the Agreement be modified to reflect that the income guidelines and selection of applicants be made in accordance with the Princeton Borough Affordable Housing Board Rules and Regulations, as revised through October 26, 2000 and that the Borough will verify the income eligibility of applicants and will administer their selection; and

**WHEREAS**, the Developer has requested that a definition be added to the Agreement with respect to the boundaries of the John Witherspoon Street Neighborhood, and that the Agreement be clarified to reflect that eligibility for "Foundation units" will not be based on the applicant's income, but instead upon prior personal or family residence in the John Witherspoon Neighborhood; and

**WHEREAS**, the Borough seeks to amend the Agreement to reflect the Developer's obligation to post a performance guarantee, inspection fees and ultimately a maintenance guarantee; and

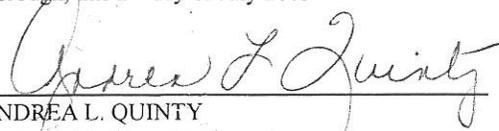
**WHEREAS**, the Borough also seeks to amend the Agreement to reflect the Developer's obligation to reimburse the Borough for the cost of installation of curbs and sidewalks along the frontage of the property;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Princeton that the Mayor and Clerk are authorized to execute the attached Amended Developer's Agreement for "The Waxwood" residential project, being located on Block 17.03, Lot 93 on the tax map of the Borough of Princeton.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Ms. Trotman		X	X		X			
Mrs. Benchley	X							
Mr. Goldfarb		X		X	X			
Mrs. Karcher		X			X			
Mr. Martindell		X			X			
Mr. O'Neill		X			X			
Mayor Reed		X						

I, ANDREA L. QUINTY, Borough Clerk of the Borough 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 Borough at a meeting held July 1 2003

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Borough, this 2<sup>nd</sup> day of July 2003

  
 ANDREA L. QUINTY  
 Borough Clerk

2013-R203

Rev. 7/08/03

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

**AMENDED DEVELOPER'S AGREEMENT**

This Agreement, dated this 1 day of July, 2003, between the BOROUGH OF PRINCETON, a municipal corporation of the State of New Jersey, with offices at One Monument Drive, Princeton, Mercer County, New Jersey 08542 (hereinafter referred to as the "Borough"), and J. ROBERT HILLIER, with an address at 500 Alexander Park, P.O. Box 23, Princeton, Mercer County, New Jersey 085643 (hereinafter referred to as the "Developer").

**WITNESSETH**

WHEREAS, the Borough and Developer previously entered into a Developer's Agreement dated April 23, 2002 with respect to the affordable housing obligations associated with a certain residential development to be located on Block 17.03, Lot 93 of the Princeton Borough Tax Map, fronting on both Quarry Street and Maclean Street; and

WHEREAS, since entering into the Developer's Agreement, the project has received site plan approval by Resolution of the Princeton Borough Zoning Board of Adjustment, dated June 27, 2002 ; and

WHEREAS, in addition, the Developer has now determined that in order to qualify for tax credits the residential units must be rented rather than sold.

NOW, THEREFORE, in consideration of the approvals of the mutual understandings set forth below, the parties agree to the following amendment to the Developer's Agreement:

1. The developer will designate three of the 34 proposed condominium units for affordable housing for "low income" and "moderate income" applicants as defined in guidelines

established by the Princeton Borough Affordable Program. The Borough will certify the income of eligible applicants and will administer the selection of applicants made by the Developer to insure consistency with the Princeton Borough Affordable Housing Board Rules and Regulations, as revised, through October 26, 2000 and to insure a blind selection. The duration of the affordable restrictions on said units shall be consistent with the said Housing Board Rules and Regulations. The developer will rent or sell such units to applicants who have resided in the John Witherspoon neighborhood for at least 10 years, or to direct descendants of such neighborhood residents, who meet the eligibility requirements and income criteria for such units established by the Princeton Borough Affordable Housing Board Rules and Regulations. In all other respects, the rental / sale and resale of such units shall comply with the requirements of the Princeton Borough Affordable Housing Board Rules and Regulations. The price at which such units may be rented, sold or resold shall be restricted pursuant to such requirements, and Princeton Borough shall be granted the right of first refusal to purchase such units upon resale. The rental period for the units shall be limited to a five year term commencing with the initial date of any leases. Following this five year period, the units must be sold in accordance with this Agreement.

2. For each of the three units, the Developer will provide a direct subsidy equal to the difference between the market sale price and/or rental price and the price at which such units may be sold and/or rented to a moderate income applicant pursuant to the Princeton Borough Affordable Housing Board Rules and Regulations, as revised through October 26, 2000. The developer will rent or sell two of such units to moderate income applicants and one of such units

to a low income applicant. For the unit to be rented and/or sold to a low income applicant, Princeton Borough will provide a direct subsidy equal to the difference between the price at which such unit may be rented and/or sold to a moderate income applicant and the price at which such unit may be rented and/or sold to a low income applicant pursuant to the Princeton Borough Affordable Housing Board Rules and Regulations, revised through October 26, 2000.

3. Waxwood Foundation Units

In addition to the above 3 affordable housing units, the developer will sell or rent 5 additional units for individuals or families who exceed the income requirements of COAH, through the use of the "Waxwood Foundation," a non-profit foundation established by the Developer to assist residents of the John Witherspoon Neighborhood. For the purposes of this agreement, the John Witherspoon Neighborhood shall be defined as that area bounded by Witherspoon Street, Paul Robeson Place, and Route 206, excepting out Stanworth Housing. That assistance will be provided in the following manner:

- a. In order to be eligible for a Foundation contribution, the applicant must have been a resident of the John Witherspoon neighborhood for at least 10 years, or be a direct descendant of such a neighborhood resident.
- b. When a Foundation unit is sold by the first purchaser, the Foundation will have first right of refusal to purchase that unit back at market value for the purposes of reselling the unit to another applicant who meets the Foundation moderate income eligibility requirements.
- c. Interest on the 20% advanced by the Foundation will accrue and compound at a rate of twice the Consumer Price Index, and will be due back to the Foundation from the 80% equity

Owner at the resale of the unit.

d. Should the value of the unit at resale be insufficient for the Owner's equity to cover the interest, the shortfall will be forgiven by the Developer.

e. The appreciation in the value of the unit will be shared between the Foundation and the Owner based on the percentage each party owned: 20% and 80% respectively.

f. The Owner will receive 80% of the resale value when the unit is sold, and the 20% of the value will be returned to the Foundation for future transactions.

g. If the unit is rented by the Foundation rather than sold, the Foundation shall subsidize 10% of the market rent.

h. The rental period for the units shall be limited to a five year term commencing with the initial date of any leases. Following this five year period, the units must be sold in accordance with this Agreement.

4. Performance Guarantee and Inspection Fees

a. In order to insure the installation of site plan improvements, on- and/or off-tract, including, but not limited to, the payment for the costs of construction and inspection therefor as estimated by the Borough Engineer and more particularly as shown on the approved plans and as set forth in the memorandum attached hereto and made a part hereof (hereinafter, "the improvements"), the Developer has posted a performance guarantee with the Borough in the amount of \$ <sup>562,343.00</sup> ~~525,316.00~~ to be tendered to the Borough. In addition, the Developer shall post with the Borough inspection fees and escrow fees in order to permit plan review and site inspection.

*alg*  
*WFB*  
*HA*

b. The Developer shall construct and install the improvements no later than two (2) years from the date of complete execution of this Agreement.

c. If the improvements are not constructed and installed in any respect (for example, failure to construct, failure to correct an improvement constructed) in accordance with this Agreement or if any claim for damages is made and not settled within the time limit herein, the Borough shall have the right thereafter to undertake itself or through a third party such construction, installation and completion thereof or of any part hereof or to settle any claim for damages and to draw against the performance bond in the amount necessary and apply the proceeds thereof to the cost of the Borough's undertaking and completion is less than the amount of said performance bond, the difference shall not be drawn by the Borough, and the Borough, upon completion of the improvements and settlement of claims, shall authorize the cancellation of the performance bond or reduction therein, whichever is applicable. However, if the Borough's cost of undertaking to complete and correct the improvements required exceeds the amount of the performance bond, the Developer shall cure the deficiency within ten calendar days of written notice of such deficiency. In the event of a default by the Developer, the Borough shall have the right to draw against the performance bond to its fullest extent during the term of this Agreement or any extension thereof notwithstanding that the Borough may not have completed the construction or installation of the improvements or settlement of claims by the time set forth in Paragraph 4(b) herein.

If the improvements are not constructed and installed in all respects in accordance with this Agreement and all claims for damages settled, then, upon the certification of the Borough

Engineer to such facts the Borough, through its attorney, shall authorize whatever actions necessary to use the performance bond.

d. The Borough from time to time may also authorize partial or full cancellation of the performance bond as portions of the improvements are completed when (1) the Developer requests a reduction or release; (2) the Borough Engineer approves it; and (3) a resolution is adopted by the Borough Council authorizing said reduction and/or release. However, the Borough shall be entitled to draw and retain all amounts necessary to pay for the cost of inspections incurred by the Borough Engineering Department and consultants authorized by said Department. It is further provided that the performance bond shall not be canceled by authority of the Borough Council prior to its termination date unless and until the Developer shall have submitted to the Borough, upon completion of the improvements, a maintenance guarantee with respect thereto as required by Section 17A-136 of the Princeton Borough Land Use Code.

e. The Developer, by the execution of this Agreement, hereby authorizes the Borough to deposit any funds drawn under the performance bond in a trust account of the Borough in any bank or trust company authorized to do business in the State of New Jersey pending the completion of the improvements. The Borough may retain that portion of interest permitted by N.J.S.A. 40:55D-53.1 for administrative expenses and the remaining amount of interest shall belong to the applicant.

#### 5. Reimbursement for Curbs and Sidewalks

Developer will reimburse the Borough for the cost of installation of curbs and sidewalks along the street frontage of the property on Quarry Street and Maclean Street, based

upon the unit price charged by the Borough's contractor, within 30 days of receipt of such billing by the Borough.

6. Binding Agreement

This Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, executors, administrators, successors, and assigns. This Agreement shall become effective upon the execution of this Agreement by the Developer and the authorization by and the execution by the Mayor and Borough Clerk.

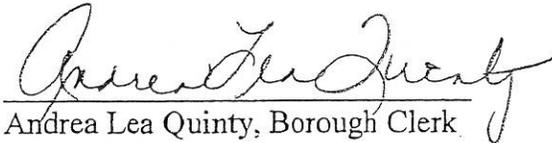
7. Notices.

All notices hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepared, addressed to the parties at the addresses stated above.

IN WITNESS WHEREOF, the parties have caused this document to be signed as of the date appearing on the first page of this Agreement

ATTEST:

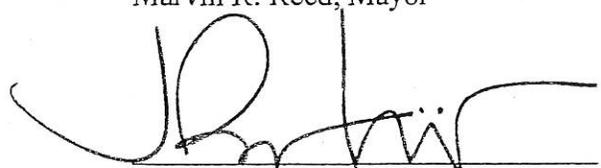
BOROUGH OF PRINCETON

  
Andrea Lea Quinty, Borough Clerk

By:   
Marvin R. Reed, Mayor

WITNESS:



  
J. Robert Hiller

**RESOLUTION 2009-R97  
OF MAYOR AND COUNCIL  
OF THE BOROUGH OF PRINCETON  
APPROVING SECOND AMENDED DEVELOPER'S AGREEMENT  
FOR THE WAXWOOD PROJECT**

**WHEREAS**, the Borough and J. Robert Hillier (" the Developer") entered into a certain Developer's Agreement, dated April 23, 2002, with respect to affordable housing obligations and certain "Foundation Units", all associated with a certain residential development called "The Waxwood" located on Block 17.03, Lot 93 of the Princeton Borough Tax Map, fronting on both Quarry Street and Maclean Street; and

**WHEREAS**, the Borough and the Developer entered into a certain Amended Developer's Agreement, dated July 1, 2003, whereby among other things the Developer was permitted to rent both the affordable housing units and the "Foundation Units" in The Waxwood for a five year term, commencing on the date of each lease, and following such five year tem the units were required to be sold; and

**WHEREAS**, the Developer has completed the construction of the Waxwood and has rented all of the units, including the affordable units and the Foundation Units, for approximately five years, with the five year periods for the affordable units and the Foundation Units referred to in the Amended Developer's Agreement to expire in the fall of 2009; and

**WHEREAS**, in September, 2008, the New Jersey Legislature declared that there exists a state of national recession, which has drastically affected various segments of the New Jersey economy, specifically including the State's banking, real estate and construction sectors; and

**WHEREAS**, the Developer has requested that, in light of the current distressed economy, the aforementioned five year period for rental of the affordable housing units and the Foundation Units be extended for an additional two years; and

**WHEREAS**, the Mayor and Council are amenable to an extension of the rental period for the affordable housing units and Foundation Units for an additional two years;

**NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF PRINCETON**, that the Mayor and Clerk are authorized to execute the attached Second Amended Developer's Agreement with J. Robert Hillier for The Waxwood project to allow a two year extension of the period for rental of the affordable housing units and Foundation Units referred to in the Agreement.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Koontz		X	X		X			
Mr. Goldfarb		X			X			
Mrs. Karcher	X							
Mr. Martindell		X		X	X			
Mrs. Trelstad		X			X			
Mr. Wilkes		X			X			
Mayor Trotman		X						

I, ANDREA LEA QUINTY, Borough Clerk of the Borough 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 Borough at a meeting held March 3, 2009

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Borough, this 4<sup>th</sup> day of March 2009

ANDREA LEA QUINTY  
Borough Clerk

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

**SECOND AMENDED DEVELOPER'S AGREEMENT**

**THIS SECOND AMENDED DEVELOPER'S AGREEMENT**, dated the 3<sup>rd</sup> day of March, 2009, by and between the **BOROUGH OF PRINCETON**, a municipal corporation of the State of New Jersey, with offices at One Monument Drive, Princeton, Mercer County, New Jersey 08542 (the "Borough"), and **J. ROBERT HILLIER**, with an address at 500 Alexander Park, P.O. Box 23, Princeton, Mercer County, New Jersey 08543 (the "Developer").

**WITNESSETH:**

**WHEREAS**, the Borough and the Developer entered into a certain Developer's Agreement, dated April 23, 2002, with respect to affordable housing obligations and certain "Foundation Units", all associated with a certain residential development called "The Waxwood" located on Block 17.03, Lot 93 of the Princeton Borough Tax Map, fronting on both Quarry Street and Maclean Street; and

**WHEREAS**, the Borough and the Developer entered into a certain Amended Developer's Agreement, dated July 1, 2003, whereby among other things the Developer was permitted to rent both the affordable housing units and the "Foundation Units" in The Waxwood for a five year term, commencing on the date of each lease, and following such five year term the units were required to be sold; and

**WHEREAS**, the Developer has completed the construction of the Waxwood and has rented all of the units, including the affordable units and the Foundation Units, for approximately five years, with the five year periods for the affordable units and the Foundation Units referred to in the Amended Developer's Agreement to expire in the fall of 2009; and

**WHEREAS**, in September, 2008, the New Jersey Legislature declared that there exists a state of national recession, which has drastically affected various segments of the New Jersey economy, specifically including the State's banking, real estate and construction sectors; and

**WHEREAS**, the parties agree that, under these circumstances, it would not be advisable to require the sale of units within the Waxwood; and

**WHEREAS**, the parties have agreed to extend the five-year right to rent those units for an additional two years.

**NOW, THEREFORE**, in consideration of the previously-granted land use approvals and the mutual understandings set forth below the Borough and the Developer agree to the following further amendment of the Developer's Agreement and Amended Developer's Agreement:

1. The last two sentences of Paragraph 1 of the Amended Developer's Agreement shall be deleted and replaced with the following:

" The rental period for the units shall be limited to a seven year term, ending October 31, 2011. Following this seven year period, the units must be sold in accordance with this Agreement".

2. Subparagraph 3. h. of the Amended Developer's Agreement shall be deleted and replaced with the following:

"h. The rental period for the units shall be limited to a seven year term, ending October 31, 2011. Following this seven year period, the units must be sold in accordance with this Agreement".

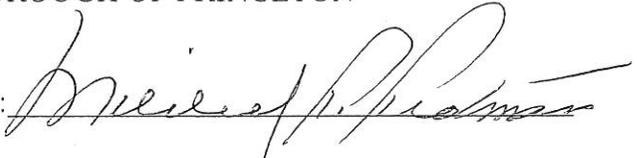
3. In all other respects, the Developer's Agreement and the Amended Developer's Agreement are ratified and confirmed.

**IN WITNESS WHEREOF**, the Borough and the Developer have signed or caused this document to be signed as of the date appearing on the first page of this Agreement.

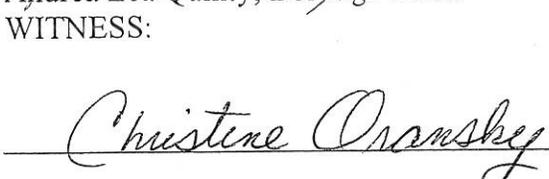
ATTEST:

BOROUGH OF PRINCETON

  
\_\_\_\_\_  
Andrea Lea Quinty, Borough Clerk

By:   
\_\_\_\_\_  
Mildred T. Trotman, Mayor

WITNESS:

  
\_\_\_\_\_  
Christene Oransky

  
\_\_\_\_\_  
J. Robert Hillier

**RESOLUTION 2010-R201  
OF MAYOR AND COUNCIL  
OF THE BOROUGH OF PRINCETON  
APPROVING REQUEST FOR AMENDMENT DEVELOPER'S AGREEMENT  
FOR THE WAXWOOD PROJECT**

**WHEREAS**, the Borough and J. Robert Hillier (“ the Developer”) entered into a certain Developer’s Agreement, dated April 23, 2002, with respect to affordable housing obligations and certain “Foundation Units”, all associated with a certain residential development called “The Waxwood” located on Block 17.03, Lot 93 of the Princeton Borough Tax Map, fronting on both Quarry Street and Maclean Street; and

**WHEREAS**, the Borough and the Developer entered into a certain Amended Developer’s Agreement, dated July 1, 2003, whereby among other things the Developer was permitted to rent both the affordable housing units and the “Foundation Units” in The Waxwood for a five year term, commencing on the date of each lease, and following such five year tem the units were required to be sold; and

**WHEREAS**, the Developer has completed the construction of the Waxwood and has rented all of the units, including the affordable units and the Foundation Units, with the five year periods for the affordable units and the Foundation Units referred to in the Amended Developer’s Agreement expiring in the fall of 2009; and

**WHEREAS**, in September, 2008, the New Jersey Legislature declared that there exists a state of national recession, which has drastically affected various segments of the New Jersey economy, specifically including the State’s banking, real estate and construction sectors; and

**WHEREAS**, in March of 2009 the Developer requested that, in light of the current distressed economy, the aforementioned five year period for rental of the affordable housing units and the Foundation Units be extended for an additional two years to October 2011, which was approved by Borough Council; and

**WHEREAS**, on June 22, 2010 the Developer appeared before Borough Council requesting that the sale requirement be postponed an additional 5 years since there has been little improvement in the economy. The Mayor and Council are amenable to an extension of the rental period for the affordable housing units and Foundation Units for an additional five years to October 2016;

**NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF PRINCETON**, that the Mayor and Council do hereby approve an extension of the rental period.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Ms. Crumiller		X				X		
Mr. Goldfarb		X			X			
Mr. Koontz		X	X		X			
Mr. Martindell		X			X			
Mrs. Trelstad		X		X	X			
Mr. Wilkes		X			X			
Mayor Trotman		X						

I, ANDREA LEA QUINTY, Borough Clerk of the Borough 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 Borough at a meeting held June 22, 2010.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Borough, this 23<sup>rd</sup> day of June 2010.

ANDREA LEA QUINTY  
Borough Clerk

**FILE**

XC: M/C ✓ 6/2/10  
LQ  
RWB  
obm

May 25, 2010

J. ROBERT HILLIER, FAIA, PP  
PRINCIPAL AND FOUNDER  
BOB@JROBERTHILLIER.COM

The Honorable Mayor Mildred Trotman and Princeton Borough Council  
Borough Hall  
One Monument Drive  
Princeton, New Jersey 08542

REFERENCE: **The Waxwood**  
**35 Quarry Street**  
**Sale of Affordable and Foundation Units**

Ladies and Gentlemen:

In March 2009, The Borough and I entered into an amended Developer's Agreement that extended the period of time after which I must begin to sell the Waxwood's three affordable and five Waxwood Foundation units. This extension changed the rental period from five years to seven years, or to October 2011.

I am writing to you now to request that this sale requirement be postponed further. Since I last discussed this issue with you in early 2009, there has been little improvement in the real estate market that prompted the extension in the first place; the recession is still very much with us, local real estate transactions are at perhaps the lowest ebb ever, and with the banking industry still restructuring, home loan funding is difficult to obtain, if at all. Princeton tends to weather the fickleness of the real estate market better than most towns, but local activity is still moribund; in our other one-bedroom condominium property on Moore Street, we have managed to sell only one unit since September of 2007. Six units still remain unsold.

It is not financially feasible to offer the Affordable and Foundation units for sale without simultaneously making the market-rate units available for purchase. Because the current economic climate will not allow the market-rate units to sell at a reasonable sales pace, the sale of the Affordable and Foundation units could not receive the required subsidization that the market-rate sales would otherwise provide. In summary, the institution of a sales program before the real estate economy has recovered would cause irreparable financial damage to a project which is now a stable, self-supporting property.

Another factor now coming into play in this matter is that the Waxwood's current financing arrangement with PNC Bank terminates at the end of June 2010, and to extend this \$4,050,000 loan, the bank is requiring an extension of the rental period for a minimum of five years, and preferably ten years. I have attached correspondence which confirms PNC's position regarding this loan.

Given the above, I respectfully request an extension of our Waxwood rental period for an additional ten years. If we are granted a ten-year extension, it would certainly not be my wish to wait the full ten years before starting sales at the Waxwood. On the contrary, we would start a sales program once market circumstances improve to the point where sales have a likelihood of occurring at a pace that would ensure a smooth transition from a rental property to a condominium property.

While the current real estate market is not bright, the Waxwood continues to be a successful rental property. Our eight Affordable and Foundation units are all rented to income-appropriate tenants, as they have been since the Waxwood was put into service, and these tenants are all either long-term residents of the John Witherspoon neighborhood, or descendants of same, as required by the terms of the Developer's Agreement. Many of these tenants have been with the Waxwood since it opened, which we like to believe is a testament to the property.

I very much hope that you find this request deserving of approval, given the economic circumstances we are all trying to manage and accommodate. I am certainly available to answer any questions you may have when this issue comes before you for discussion and decision.

Thank you for your kind consideration of our request.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. Robert Hillier". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

J. Robert Hillier, FAIA  
Founder and Principal

cc: Derek Bridger, Borough of Princeton Zoning Board of Adjustment

April 19, 2010



Mr. Jim Banks  
J Robert Hillier Co.  
190 Witherspoon Street  
Princeton, NJ 08542

RE: The Waxwood, LLC  
35 Quarry Street  
Princeton, NJ

Dear Mr. Banks,

As you know, the Term Loan in the amount of \$4,050,000 from PNC Bank to The Waxwood LLC. will mature June 30, 2010. PNC will consider extending the loan upon receipt and review of current financial information related to the project and the Sponsor (See Attachment A). Additionally, a modification to the municipal use approval that will allow the subject property to continue to be operated as a rental apartment project for at least 5 – 10 years is required for the Bank to consider an extension.

A Summary of Terms & Conditions outlining PNC's proposal will follow. This letter does not constitute a commitment to extend by PNC and does not create an obligation on the part of PNC.

We look forward to working with you on this transaction.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gregory W. Seidler".

Gregory W. Seidler  
Senior Vice President

BOARD OF ADJUSTMENT  
BOROUGH OF PRINCETON  
COUNTY OF MERCER, NEW JERSEY

June 27, 2002

Case No. 711-1(SITE)

J. Robert Hillier (Applicant)  
Maclean Corporation (Owner)  
**The Waxwood**  
35 Quarry Street  
Block 17.03, Lot 93

3. The subject property is located in the R-4 District and is also located within the Affordable Housing Overlay Zone.

4. The applicant, as the contract purchaser of the property has made application for a use variance and for other relief in a bifurcated application, which was granted approval by this Board on February 7, 2002 and which was memorialized on February 28, 2002.

4. Except as modified by this resolution, all of the findings of fact made in the resolution memorialized on February 28, 2002 are incorporated by reference into this resolution.

5. At the first application on February 7, 2002, the applicant, J. Robert Hillier, testified that he would fully comply with the Affordable Housing provisions of the Zoning Ordinance, with three (3) on-site dwelling units to be dedicated to low and moderate income housing for purchase by "certified households" who are certified as such by the Princeton Borough Affordable Housing Board, and with five (5) subsidized on-site dwelling units for which the "Waxwood Foundation" will supply a 20% down payment in exchange for a "shared equity" mortgage.

6. Condition "H" of the resolution of February 28, 2002 required that, prior to or at the time of this subsequent application, the applicant demonstrate to the Zoning Board his full compliance with the Affordable Housing provisions of Section 17A-202.1 of the Zoning Ordinance.

7. On April 23, 2002, the applicant entered into a Developer's Agreement with the Borough of Princeton, which provides, inter alia, that the specified arrangements meet the requirements of Section 17A-202.1 of the Borough Land Use Code and also meet condition "H" of the Zoning Board resolution of February 28, 2002.

8. The "Developers Agreement" of April 23, 2002 dealt only with the issue of affordable housing obligations, and all other conditions concerning on-site and off-site improvements will be the subject of a subsequent developer's agreement.

*A Hillier  
Foundation*

*17A-202.1*

*Dev's Agmt  
on 4/23/02  
with H*

BOARD OF ADJUSTMENT  
BOROUGH OF PRINCETON  
COUNTY OF MERCER, NEW JERSEY

June 27, 2002

Case No. 711-1(SITE)

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Maclean Corporation (Owner).  
**The Waxwood**  
35 Quarry Street  
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9. Although the site plan has been somewhat modified from the plan presented with the prior application, the applicant still proposes to construct a total of fifty one (51) on-site parking spaces in the area to the rear of the existing nursing home structure extending to Maclean Street. (Exhibit A-1).

10. Section 17A-268 requires one and one-half (1 1/2) on-site parking space per dwelling unit, or a total of 51 spaces.

11. Section 17A-387(b) requires that areas to be counted as parking spaces be paved off-street areas; Section 17A-390 requires that all parking lots with more than ten spaces be graded and paved.

12. Applicant complies with Section 17A-268, and is seeking variance from Sections 17A-387(b) and 17A-390 to permit five (5) of the required parking spaces to be constructed as "overflow parking" spaces to be surfaced with waffle block paving and grass.

13. Condition "G" of the February 28, 2002 resolution indicated a general agreement with this concept, specifying only that a minimum of 46 paved on-site parking spaces must be shown.

14. There is no objection to grant of variance from Sections 17A-387(b) and 17A-390 to permit five (5) of the required parking spaces to be constructed as unpaved "overflow" parking.

15. The applicant proposes the location of two historical markers within the front yard setback areas; the first, to be located about five feet from the Quarry Street property line, the second to be located about four feet from the Maclean Street property line. (Signage Details, Sheet L 4.3)

16. Section 17A-258 requires a minimum front yard setback of 20 feet; therefore bulk variance will be required for the proposed location of the two historical markers.

BOARD OF ADJUSTMENT  
BOROUGH OF PRINCETON  
COUNTY OF MERCER, NEW JERSEY

June 27, 2002

Case No. 711-1(SITE)

J. Robert Hillier (Applicant)  
Maclean Corporation (Owner)  
**The Waxwood**  
35 Quarry Street  
Block 17.03, Lot 93

17. There is no objection to the grant of variance from Section 17A-258 for the two historical markers.

18. This application was reviewed by the Site Plan Review Advisory Board on May 8, 2002, and the SPRAB advisory report dated May 14, 2002 has been received by the Zoning Board.

19. The applicant has concluded that the existing "street trees" in front of the property on Quarry Street which are not in good condition, will be replaced by new plantings of Japanese Zelkova trees in order to continue the existing streetscape.

20. During the hearing, the applicant agreed to planting a row of evergreen screen plantings along the Quarry Street driveway, and to reducing the paved width of the driveway to 18 feet from 20 feet. The planting strip along the west side of the two way driveway will be increased from 4 feet to 5 feet.

21. The Quarry Street driveway sidewalk width will be increased from 3 feet to 4 feet. The garden area will be fenced with an open metal fence instead of a brick wall.

22. The average intensity of exterior site lighting will be reduced from 0.5 footcandles to an average of 0.2 footcandles, and the exterior site lighting as constructed, will be subject to the approval of the Borough Engineer.

23. An irrigation system will be provided for the "overflow parking" grassed area.

24. Copper cladding will be used on the new dormers, and some of the bricked-up windows on the western facade of the building will be reopened.

25. The applicant's engineer has submitted a Fire Protection Plan pursuant to 17A-118.1, which Fire Protection Plan has been reviewed by the Borough Engineer.

26. The applicant's Stormwater Drainage and Utility Plan and drainage calculations have been approved by the Borough Engineer.

BOARD OF ADJUSTMENT  
BOROUGH OF PRINCETON  
COUNTY OF MERCER, NEW JERSEY

June 27, 2002

Case No. 711-1(SITE)

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**The Waxwood**  
35 Quarry Street  
Block 17.03, Lot 93

27. The Delaware & Raritan Canal Commission in a letter dated February 20, 2002 has declined further review of this project because it involves less than 1 acre of new impervious area coverage.

28. By letter dated April 30, 2002, the Mercer County Planning Board has reviewed the applicant's plans and has deemed the application to be outside county planning board jurisdiction.

29. Georges Jacquemart, Traffic Engineer, gave testimony concerning the adequacy of the parking, the projected vehicle trip generation and the on-site traffic circulation arrangement.

30. Mr. Jacquemart testified that the daily trip generation from the site will be about one half that generated by the existing nursing home use.

31. Mr. Jacquemart testified that the proposed on-site circulation with two way access drives to both Quarry Street and to Maclean Street should result in a decrease in the amount of vehicular traffic from the site on John Street and on Maclean Street.

32. Carl E. Peters, the Borough Engineer testified that he had suggested that the vehicular traffic exiting the site should be distributed by having an exit from the site onto Quarry Street as well as onto Maclean Street.

33. Mr. Peters felt that from a traffic standpoint, the design of this site should attempt to decrease the number of exiting vehicles that are required to go through the intersection of Maclean Street and Witherspoon Street by giving a choice to the exiting driver.

34. Mr. Peters concurred with the observation of Mr. Jacquemart that over time, most drivers will choose what they believe to be the most uncrowded route.

35. Mrs. Helen Bess, of 68 John Street expressed her view that the driveway to Quarry Street was too big, and that it would cause a hazard to the children living on John Street. She opposed a two way driveway to Quarry Street.

BOARD OF ADJUSTMENT  
BOROUGH OF PRINCETON  
COUNTY OF MERCER, NEW JERSEY

June 27, 2002

Case No. 711-1(SITE)

J. Robert Hillier (Applicant)  
Maclean Corporation (Owner)  
**The Waxwood**  
35 Quarry Street  
Block 17.03, Lot 93

36. Mrs. Angela Grant, of 12 Maclean Street expressed her view that there is too much traffic at the intersection of Maclean Street and Witherspoon Street, and that increasing the traffic would cause a hazard to the children living on Maclean Street. She supported a two way driveway to Quarry Street.

37. Kathleen Carroll, of 167 John Street stated that the Borough Maclean Street parking lot contributed to the traffic at the intersection of Maclean Street and Witherspoon Street. She opposed a two way driveway to Quarry Street.

38. Kim Steinagel, of 22 Maclean Street stated that the poor visibility at the intersection of Maclean Street and Witherspoon Street was another reason to take all possible steps to decrease the traffic on Maclean Street. She favored a two way driveway to Quarry Street.

39. Eugene Imhoff, of 161 John Street, stated that the Waxwood driveway traffic would be adjacent to his back yard. He noted that John Street is only 18 feet wide, with one way traffic. While his first preference would be for no driveway to Quarry Street, if the site is to have a Quarry Street driveway, then it should be only a one way driveway.

40. James J. Floyd, Sr., of 64 Harris Road, stated that there is a playground at John Street and Lytle Street, and that nothing should be done to increase the traffic passing the playground. He opposed a two way driveway to Quarry Street.

41. Shida Faghirzaden, of 18 Maclean Street, stated that she goes to work at 7:15 a.m. every morning, and there is frequently a back-up of vehicles waiting to enter the Witherspoon Street intersection. She favored a two way driveway to Quarry Street. She also noted that there is no place for the children living on Maclean Street to play.

42. Yina Moore, of 28 Quarry Street, stated that she did not favor the re-opening of the driveway from Quarry Street. If the driveway is to be built, then it should be a narrow width, so as not to accommodate two way traffic. She stated that vehicle

BOARD OF ADJUSTMENT  
BOROUGH OF PRINCETON  
COUNTY OF MERCER, NEW JERSEY

June 27, 2002

Case No. 711-1(SITE)

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Maclean Corporation (Owner)  
**The Waxwood**  
35 Quarry Street  
Block 17.03, Lot 93

queuing need not occur at the Maclean Street and Witherspoon Street intersection, and was occurring because the Borough was encouraging the wrong type of traffic maneuvers. She also expressed her concern about possible light emissions from the existing building.

43. Joanna Kendig, of 161 John Street, said that she had addressed a letter dated May 16, 2002 to the applicant, with copies sent to the Zoning Board and the Zoning Officer.

44. Ms. Kendig stated that to her knowledge, there weren't any traffic counts for the Maclean Street-Witherspoon Street intersection. She stated that an incremental increase of 6 vehicles per hour at that intersection won't make any difference. She stated that there would be very little benefit to the neighbors from a two way drive, and a detriment to the people living on that block of John Street.

45. Willie Mae Tadlock, of 29 Green Street stated that the applicant, J. Robert Hillier, had promised the neighbors that the new driveway would be a one way drive. She opposed the two way drive to Quarry Street.

46. This land development application is subject to the provisions of the Residential Site Improvement Standards promulgated by the New Jersey Department of Community Affairs, N.J.A.C. 5:21-1 et seq.

47. These state mandated site improvement standards specify, among other things, the number of off-street parking spaces which are required to be constructed in this residential development to accommodate residents and visitors. (N.J.A.C. 5:21-4.14 et seq.).

48. The applicant has agreed to seek waiver of the state mandated RSIS standards for this project, or else to obtain a determination from the New Jersey Department of Community Affairs that in the circumstances, no further action need be taken by the Zoning Board or by the applicant in order to obtain relief from the Residential Site Improvement Standards.

BOARD OF ADJUSTMENT  
BOROUGH OF PRINCETON  
COUNTY OF MERCER, NEW JERSEY

June 27, 2002

Case No. 711-1(SITE)

J. Robert Hillier (Applicant)  
Maclean Corporation (Owner)  
**The Waxwood**  
35 Quarry Street  
Block 17.03, Lot 93

49. The applicant is now making application to the Zoning Board of Adjustment for preliminary and final site plan approval, bulk variances, design waivers and for all other relief that may be necessitated by the testimony and by the revised plans now on file with the Zoning Board.

50. Carl E. Peters, P.E., the Borough Engineer has provided the Zoning Board with his technical comments in a memorandum dated April 15, 2002.

51. Mr. Peters also noted that a noise study of the building machinery as actually installed should be conducted and be submitted for his approval, which study will demonstrate compliance with the Princeton Borough noise standards.

52. Mr. Peters requested a condition that the final landscaping plan should be subject to the approval of the Borough Engineer.

53. Mr. Peters requested a condition that the final site lighting plan should be subject to the approval of the Borough Engineer.

54. The Zoning Board has determined that a minimum of forty six (46) paved on-site parking spaces is required in this residential development to accommodate the needs of the residents and visitors.

55. Except to the extent stated otherwise in this resolution, there was no opposition to the granting of the bulk variances being sought by the applicant.

**AND WHEREAS**, based upon the foregoing findings of fact, the Board of Adjustment of the Borough of Princeton has determined and concluded that "C" bulk variances from the requirements of Sections 17A-258, 17A-387(b) and (c), and 17A-390(b) of the Zoning Ordinance, should be granted to this development application, to the extent shown on the approved site plans for the following reasons:

BOARD OF ADJUSTMENT  
BOROUGH OF PRINCETON  
COUNTY OF MERCER, NEW JERSEY

June 27, 2002

Case No. 711-1(SITE)

J. Robert Hillier (Applicant)  
Maclean Corporation (Owner)  
**The Waxwood**  
35 Quarry Street  
Block 17.03, Lot 93

(a) The evidence and the testimony adduced at these hearings has established adequate and sufficient reasons to grant, in this particular case, bulk variances to permit a total of forty six (46) paved on-site parking spaces, with five (5) additional "overflow" unpaved parking spaces to serve this thirty four (34) dwelling unit residential development in the R-4 District.

(b) The evidence and the testimony adduced at these hearings has established adequate reasons to grant, in this particular case, bulk variance to permit the placement of two historical markers, one on Quarry Street and one on Maclean Street within the front yard setback area and within five feet of the front property line.

(c) In this specific case, the purposes of zoning will be advanced by a deviation from the otherwise applicable zoning ordinance bulk requirements, and the benefits of the deviation will outweigh any detriment.

(d) The bulk variance relief being sought by the applicant in this case, as conditioned by the Zoning Board of Adjustment can be granted without substantial detriment to the public good.

(e) The bulk variance relief hereby being granted, as conditioned by the Zoning Board of Adjustment will not substantially impair the intent and purpose of the zone plan and zoning ordinance of the Borough of Princeton.

**NOW THEREFORE, BE IT RESOLVED,** that based upon the foregoing findings of fact and conclusions, the Board of Adjustment of the Borough of Princeton does grant to the applicant, J. Robert Hillier, bulk variances from the requirements of Sections 17A-258, 17A-387(b) and (c), and 17A-390(b) of the Zoning Ordinance to permit the construction and use of a total of thirty four (34) units of multiple dwellings and forty six (46) paved on-site parking spaces together with five (5) unpaved "overflow" parking spaces on the subject property, substantially as shown on the applicant's plans which were marked in evidence on May 23, 2002.

BOARD OF ADJUSTMENT  
BOROUGH OF PRINCETON  
COUNTY OF MERCER, NEW JERSEY

June 27, 2002

Case No. 711-1(SITE)

J. Robert Hillier (Applicant)  
Maclean Corporation (Owner)  
The Waxwood  
35 Quarry Street  
Block 17.03, Lot 93

**FURTHER RESOLVED**, that the variances hereby granted are subject to the following conditions, which have been specifically agreed to by the applicant:

A. All of the conditions imposed at the time of the prior variance approval granted to this property will remain in full force and effect unless changed by this resolution.

B. The throat of the two way driveway from Quarry Street shall be narrowed somewhat, and along its entire length, the two way driveway width shall be narrowed somewhat, consistent with providing adequate emergency vehicle access.

C. The final site circulation plans shall be subject to the approval of the Princeton Borough Fire Marshal. Proof of such approval by the Fire Marshal shall be filed with the Zoning Board.

D. Revised final plans conforming to the applicant's sworn testimony and to all of the conditions of this approval will be prepared, and will be filed with the Zoning Board before the start of any construction.

E. The final site landscaping plan will be subject to the approval of the Borough Engineer.

F. The final site lighting plan will be subject to the approval of the Borough Engineer.

G. An engineering study of the noise emanating from the building machinery as installed shall be conducted by the applicant, and shall be submitted to the Borough Engineer for his approval, which study will demonstrate full compliance with the Princeton Borough ordinance noise standards.

H. Applicant must obtain approval of a soil conservation and sediment control plan from the Mercer County Soil Conservation District. Evidence of approval by that agency will be filed with the Zoning Board of Adjustment and the Borough Engineer.

BOARD OF ADJUSTMENT  
BOROUGH OF PRINCETON  
COUNTY OF MERCER, NEW JERSEY

June 27, 2002

Case No. 711-1(SITE)

J. Robert Hillier (Applicant)  
Maclean Corporation (Owner)  
**The Waxwood**  
35 Quarry Street  
Block 17.03, Lot 93

I. With respect to the three (3) affordable housing units to be provided on the site, the development and occupancy of any and all such units to be constructed upon this site shall comply with Princeton Borough's Affordable Housing regulations, in the form of the deed restrictions which shall run with the land. D Hillier

J. The Board's Attorney shall approve the form of any such affordable housing deed restrictions prior to the filing of the deed with the Office of the Clerk of Mercer County. The applicant shall be responsible for the filing of any such deed restrictions and shall provide proof of such filing to the Borough Clerk and to the Zoning Board. The deed restriction shall be filed with the County Clerk prior to the issuance of any certificates of occupancy for the affordable housing units.

K. Prior to the start of construction, the applicant shall obtain a sewer permit and sewage capacity allocation from the Joint Sewer Operating Committee pursuant to Section 34-45 of the Code of Laws of the Borough of Princeton.

L. All of the construction details of this land development project shall be subject to the approval of the Princeton Borough Engineer.

**AND IT IS FURTHER RESOLVED**, that subject to the foregoing conditions, preliminary and final site plan approval pursuant to Sections 17A-187 and 17A-190 of the Land Use Ordinance be and hereby is granted to this land development application consisting of the said site plans prepared by Robert J. Showalter, P. E., Showalter & Associates, Chalfont, Pennsylvania, entitled: **"Preliminary Land Development Plans - The Waxwood - Borough of Princeton, Mercer County, New Jersey"** dated February 1, 2002, revised to February 4, 2002 (consisting of thirteen (13) sheets).

FURTHER RESOLVED, that the Zoning Board, after hearing the arguments on both sides of the issue, has determined that the proposed driveway to Quarry Street should be designed, constructed and marked for two way vehicle traffic, so that exiting vehicles will have a choice of routes to follow after leaving the subject property.

BOARD OF ADJUSTMENT  
BOROUGH OF PRINCETON  
COUNTY OF MERCER, NEW JERSEY

June 27, 2002

Case No. 711-1(SITE)

J. Robert Hillier (Applicant)  
Maclean Corporation (Owner)  
The Waxwood  
35 Quarry Street  
Block 17.03, Lot 93

**FURTHER RESOLVED**, that pursuant N.J.S.A. 40:55D-53 and Section 17A-137 of the Princeton Borough Land Use Ordinance, the developer shall deposit with the Borough Financial Officer the performance guarantee in the amount of \$525,316.00 to secure the final completion of all of the required site improvements within a time period of two (2) years.

**ROLL CALL VOTE:** May 23, 2002 - (on motion to grant preliminary and final site plan approval and such bulk variances as are required by the applicant's development application, subject to stated conditions).

**MEMBERS:**

Kehrer	Yes
St. John	Yes
McFarlan	Yes
Lynch	Yes
Sanders	Yes
Chairman Royce	Yes

**ROLL CALL VOTE:** June 27, 2002 - (on memorialization).

**MEMBERS:**

Kehrer	Yes
St. John	Yes
McFarlan	Absent
Lynch	Yes
Sanders	Yes
Chairman Royce	Yes

Use variance

BOARD OF ADJUSTMENT  
BOROUGH OF PRINCETON  
COUNTY OF MERCER, NEW JERSEY

February 28, 2002

Case No. 711-1

J. Robert Hillier (Applicant)  
Maclean Corporation (Owner)  
**The Waxwood**  
35 Quarry Street  
Block 17.03, Lot 93

RESOLUTION GRANTING  
BIFURCATED FIRST APPLICATION  
APPROVAL

On a motion by Member Kehrer, seconded by Member St. John, the following resolution was adopted:

**WHEREAS**, J. Robert Hillier has petitioned and appealed to the Board of Adjustment in a bifurcated application pursuant to N.J.S.A. 40:55D-70(d) and 40:55D-76(b) for "D" variances from the requirements of Section 17A-258 of the Zoning Ordinance for building height and for density to permit 34 dwelling units, and for side yard setback and building story "C" variances from the terms of Section 17A-258 of the Zoning Ordinance, to permit the construction of thirty four (34) dwelling units within the existing non-conforming nursing home building in the R-4 Zoning District, on premises fronting on both Quarry Street and Maclean Street, located between John Street and Witherspoon Street, now designated as Block 17.03, Lot 93 on the Princeton Borough Tax Map; and

**WHEREAS**, the Board of Adjustment held a public hearing on the said appeal on February 7, 2002; and

**WHEREAS**, after considering all of the evidence presented, the Board of Adjustment has made the following findings of fact:

1. The applicant is the contract purchaser of the subject property, an improved lot of 62,290 square feet, now owned by Maclean Corporation.
2. The particular site involved in this application is known as "~~The Quarry Street School~~", and now has on it a prior non-conforming three story masonry building structure, which building is currently being used as the Princeton Nursing and Rehabilitation Center, pursuant to a use variance granted in 1966.
3. The subject property is located in the R-4 District and is also located within the Affordable Housing Overlay Zone pursuant to Section 17A-202.1 of the Zoning Ordinance.

BOARD OF ADJUSTMENT  
BOROUGH OF PRINCETON  
COUNTY OF MERCER, NEW JERSEY

February 28, 2002

Case No. 711-1

J. Robert Hillier (Applicant)  
Maclean Corporation (Owner)  
**The Waxwood**  
35 Quarry Street  
Block 17.03, Lot 93

4. At the present time, in addition to the school building structure, there is also on the property 56 parking spaces on an impervious paved area accessible only from Maclean Street.

5. The applicant proposes to completely rehabilitate the existing three story structure and to convert it into thirty four (34) individual one bedroom and two bedroom dwelling units.

6. The applicant's preliminary site plan proposes to construct a total of forty six (46) paved on-site parking spaces, with five (5) on-site overflow parking spaces to be surfaced with waffle block paving and grass.

7. The former school building on the subject property has been in existence since around 1848, and has been continuously in use, both prior to and since the adoption of the first zoning ordinance by the Borough of Princeton in 1929.

8. On August 25, 1966, on an application for a conditional use variance, this Zoning Board of Adjustment recommended the grant of a variance to permit the use of the former public school building as a nursing home with 119 beds. (Application of Simon Fried, Case No. 295-3).

9. The Mayor and Council of the Borough thereafter granted the use variance as had been recommended by the Zoning Board for the use of the subject property as a 119 bed nursing home, subject to five stated conditions and limitations.

10. The existing three story masonry former school building is a prior non-conforming structure with respect to the bulk requirements of the R-4 District. The existing smaller side yard setback is about 5 feet, while the minimum smaller side yard ordinance requirement is 15 feet. The existing height of the structure is about 44 feet, while the maximum building height permitted by ordinance is 35 feet.

11. The existing lot contains 62,600 square feet, while Section 17A-258 would require at least 89,290 square feet for 34 dwelling units, the number of dwelling units that are now proposed to be created on the subject property.

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**The Waxwood**  
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12. The proposed preliminary site plan includes two proposed historical marker structures that will be placed somewhere on the property. It is uncertain whether any sign variances or bulk variances will be required to permit the proposed markers. This matter will be considered at the time of site plan review.

13. It is proposed that this land development project will be a condominium regime, and that each of the proposed thirty four dwelling units will ultimately be sold to individual purchasers.

14. This land development application is subject to the provisions of the Residential Site Improvement Standards promulgated by the New Jersey Department of Community Affairs, N.J.A.C. 5:21-1 et seq. These state standards specify, among other things, the number of off-street parking spaces to be required in this residential development to accommodate residents and visitors. (N.J.A.C. 5:21-4.14 et seq.).

15. The matter of the number, location and configuration of on-site parking spaces will be dealt with by the Zoning Board of Adjustment at the time of site plan review.

16. Under Section 17A-258 of the Zoning Ordinance, the subject property includes only enough land area to permit 20.8 multiple dwelling units. In order to permit the construction of thirty four (34) dwelling units on the subject property, the grant of a "D" variance will be required.

17. The applicant is also seeking variance from Section 17A-258 which limits multiple dwelling structures to three stories.

18. The applicant proposes to locate "loft" bedrooms of three of the dwelling units within the existing unfinished attic of the building, thus creating a fourth story within the existing building.

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19. This is a bifurcated application pursuant to N.J.S.A. 40:55D-76(b). At the present time the applicant is not seeking site plan approval, and is not seeking any of the "C" variances that may be required by the final site plan.

20. Pursuant to N.J.S.A. 40:55D-76(b), the applicant has chosen to now apply for approval of the variance(s) pursuant to subsection d. of section 57 of the Municipal Land Use Law. [N.J.S.A. 40:55D-70(d)].

21. The applicant intends to make a subsequent application to this Zoning Board for preliminary and final site plan approval, bulk variances, design waivers and for such other relief as may be requested at that time.

22. The applicant claims that all of the "C" variances from the Zoning Ordinance that are now shown on the applicant's plans that were been placed in evidence are fundamental and integral to this particular land development application, and that the Zoning Board of Adjustment has the legal power to grant them to the applicant at this time.

23. The applicant is now seeking two additional bulk "C" variances in this application, as well as the "density" variance and "height" variance under N.J.S.A. 40:55D-70(d).

24. In a memorandum dated January 20, 2002, Frank M. Slimak, the Borough Zoning Officer suggested that the Zoning Board should consider the two requested bulk variances in connection with the "d" variances and should grant the "C" variances at this time if it decides to grant the "D" variances. (Exhibit B-1, February 7, 2002).

25. The Zoning Board of Adjustment finds that it has the legal power to grant the two requested bulk variances pursuant to N.J.S.A. 40:55D-70(c) at this time in this bifurcated application.

26. J. Robert Hillier, Architect, gave sworn testimony in support of his own application.

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BOROUGH OF PRINCETON  
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**The Waxwood**  
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27. The three abutting properties located to the East of the subject property are: the Kathleen M. Edwards Condominium affordable housing units fronting on Maclean Street, the Borough's Maclean Street parking lot in mid-block, and an improved lot fronting on Quarry Street containing a two story single family dwelling currently owned by James A. Floyd, Jr.

28. To the West of the subject property are the paved parking lot of the Aaron Lodge No. 9 fronting on Maclean Street, and ten other prior non-conforming undersized residential properties containing single family homes that front on John Street or on Quarry Street.

29. Mr. Hillier testified that the proposed site plan will provide new rear driveway access to three of the existing non-conforming residential properties fronting on John Street which lots do not now have any off-street parking facilities.

30. Mr. Hillier testified that the existing two foot high concrete retaining wall along Maclean Street at the rear of the existing parking area will be removed in its entirety and replaced by a "pocket park".

31. The applicant proposes to create within the existing building, thirty one 1 bedroom dwelling units, and three 2 bedroom dwelling units. All of the 34 dwelling units will be "handicapped accessible", and therefor any of them can be used for senior citizen housing.

32. Three (3) of the proposed units, will be subject to deed restrictions which will place affordability limitations upon the resale and re-rental of those units in accordance with N.J.A.C. 5:93-9.1 et seq.

33. The three (3) "affordable housing" units will be kept available for purchase by "certified households" who are certified as such by the Princeton Borough Affordable Housing Board.

*AH 2/28/02*

*AH 2/28/02*

BOARD OF ADJUSTMENT  
BOROUGH OF PRINCETON  
COUNTY OF MERCER, NEW JERSEY

February 28, 2002

Case No. 711-1

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**The Waxwood**  
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34. Five (5) of the dwelling units will be administered by the "Waxwood Foundation", a non-profit entity to be organized, which will supply a 20% down payment for each of the qualified buyers of the five units in exchange for a 20% "shared equity" mortgage which is to be paid off at the time of resale of the unit. *Foundation*

35. Mr. Hillier testified that he is currently in negotiations with the Princeton Borough Mayor and Council concerning the exact nature and the specific provisions of the affordable housing obligations to be imposed upon this development pursuant to Section 17A-202.1 of the Zoning Ordinance. (Exhibit A-2, February 7, 2002). *County*

36. This development is subject to the provisions of Section 17A-202.1 of the Zoning Ordinance. The exact nature of and the exact provisions of the affordable housing obligation to be imposed upon this development must be approved by the Governing Body and must be presented to this Zoning Board at the time of site plan approval.

37. Georges Jacquemart, P.E., A.I.C.P., of Buckhurst Fish & Jacquemart, Inc. gave sworn expert testimony on the traffic impact associated with the conversion of the 119 bed nursing home into a 34 unit apartment condominium development.

38. It was Mr. Jacquemart's opinion that this proposed apartment land development will generate substantially less traffic than is generated by the present nursing home use of the property.

39. Mr. Jacquemart did not testify concerning the number or location of the parking spaces as shown on the proposed on-site parking plan. This matter of on-site parking will be addressed at the time of site plan review and approval.

40. Mr. Hillier testified that the existing density of residential dwelling units now on the surrounding properties in the Quarry Street - Maclean Street neighborhood is 22 units per acre; and that the proposed density of residential units to be constructed on the subject property will be 22 units per acre.

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BOROUGH OF PRINCETON  
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**The Waxwood**  
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41. Although the proposed development exceeds the residential density otherwise allowable under the Ordinance, the proposed residential density within the existing structure will have no new effect upon the surrounding properties, and it will not damage the character of the neighborhood.

42. The proposed 34 apartment dwelling units will have a total of 37 bedrooms, which number of bedrooms compares favorably to some other configurations permitted under the zoning ordinance, such as: 20 two bedroom apartments with 40 bedrooms; or 18 three bedroom apartments with 54 bedrooms.

43. Both the building "footprint" of the existing building and the gross square footage of all inhabited interior space is less than the maximum that would be permitted on this 62,290 sq. ft. lot by the Zoning Ordinance.

44. Mr. Hillier was of the opinion that both the existing building and the subject property are well-suited for the proposed high density housing use.

45. In his opinion, the adopted Princeton Community Master Plan is also supportive of this type of redevelopment and historic preservation of an existing structure.

46. The issue of the height variance under N.J.S.A. 40:55D-70(d)(6) is technical in nature, in that the height of the roof peak of the existing structure won't be changed in any way. It is proposed, however to create inhabited bedrooms within the existing attic, which rooms will be located above the maximum Ordinance height requirement of 35 feet.

47. The location of the existing three story masonry structure that is located partially within the side yard setback area predated the Zoning Ordinance. No new construction is proposed that would intrude any further into the side yard setback area. The "C" variance sought being is to permit the continuation of the prior bulk non-conformity without change.

BOARD OF ADJUSTMENT  
BOROUGH OF PRINCETON  
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**The Waxwood**  
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48. Mr. Hillier testified that the elimination of the existing 119 bed nursing home use and its replacement by 34 apartment dwelling units would not be a substantial impairment of the zone plan and zoning ordinance of Princeton Borough.

49. Carl E. Peters, P.E., the Borough Engineer testified that the providing of affordable housing in this neighborhood may warrant the granting of a density variance.

50. In answer to questions, Mr. Hillier testified that condominium deed restrictions will remain in effect without limit in time, and that the controls on the continued affordability of three of the dwelling units will remain in effect for a period of time specified by Borough regulations.

51. The Reverend J. M. Carter, Jr., of 218 Ardmore Avenue, Trenton, testified that the Witherspoon School is an historic institution. He urged that the existing building be preserved as a library for the neighborhood, or preserved as an educational facility of some kind.

52. Mr. Eugene Imhoff, of 161 John Street, stated that while he supported the proposed development generally, he questioned whether the new 2 way driveway from Quarry Street to the existing parking lot was an appropriate feature.

53. Mr. Imhoff suggested that the proposed new driveway from Quarry Street be eliminated and be replaced with garden space.

54. Mrs. Penny E. Carter, of 201 John Street, urged the granting of the requested variances. Mrs. Carter stated that the project would be a definite improvement for the neighborhood.

55. Mr. Eric Craig, of 173 Witherspoon Street, agreed that the project would definitely benefit the neighborhood.

56. Mr. Lance Liverman, of 327 Witherspoon Street, the owner of 2 properties located on Quarry Street expressed his support for the project.

BOARD OF ADJUSTMENT  
BOROUGH OF PRINCETON  
COUNTY OF MERCER, NEW JERSEY

February 28, 2002

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**The Waxwood**  
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57. Ms. Michelle Seldon, of 169 John Street expressed her support for the project. She noted that her own property would benefit from the new rear driveway access that would be provided to her lot by the arrangement of the new site plan.

58. In answer to the residents' comments, Mr. Hillier stated that it is his intention to consider the impact of the proposed development on all of the surrounding properties, and to try to accommodate their needs, to the greatest extent possible.

**AND WHEREAS**, based upon the foregoing findings of fact, the Board of Adjustment of the Borough of Princeton has determined and concluded that building height and density "D" variances from the requirements of Section 17A-258 of the Zoning Ordinance, and for lot area, side yard setback and building story "C" variances from the terms of Section 17A-258 of the Zoning Ordinance, to permit the construction of thirty four (34) apartments within the existing non-conforming nursing home building should be granted to this development application, for the following reasons:

(a) The evidence and the testimony adduced at the hearing has established special reasons to grant, in this particular case, variance to permit an increase to thirty four (34) dwelling units in the residential unit density otherwise permitted on the subject property in the R-4 District.

(b) The elimination of the existing 119 bed institutional nursing home use from the subject property provides justification for permitting residential development at a higher density than otherwise permitted in the R-4 District.

(c) In this particular case, the purposes of zoning would be advanced by a deviation from the zoning ordinance requirements otherwise applicable, and the benefits of the deviation would substantially outweigh any detriment.

(d) The "D" variance relief, as conditioned by the Zoning Board of Adjustment will not result in any substantial detriment to the public good.

BOARD OF ADJUSTMENT  
BOROUGH OF PRINCETON  
COUNTY OF MERCER, NEW JERSEY

February 28, 2002

Case No. 711-1

J. Robert Hillier (Applicant)  
Maclean Corporation (Owner)  
**The Waxwood**  
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(e) The "D" variance relief hereby granted, as conditioned by the Zoning Board of Adjustment will not substantially impair the intent and purpose of the zone plan and zoning ordinance of the Borough of Princeton.

**NOW THEREFORE, BE IT RESOLVED**, that based upon the foregoing findings of fact and conclusions, the Board of Adjustment of the Borough of Princeton does grant to the applicant, J. Robert Hillier, "D" variances from the requirements of Section 17A-258 of the Zoning Ordinance for building height and for density to permit 34 dwelling units, and for side yard setback and building story "C" variances from the terms of Section 17A-258 of the Zoning Ordinance, to permit the construction of thirty four (34) dwelling units within the existing non-conforming nursing home building in the R-4 Zoning District, on premises fronting on both Quarry Street and Maclean Street, located between John Street and Witherspoon Street, now designated as Block 17.03, Lot 93 on the Princeton Borough Tax Map, substantially as shown on the applicant's plans which were marked in evidence on February 7, 2002 as Exhibit A-1.

**FURTHER RESOLVED**, that the variances hereby granted are subject to the following conditions, which have been specifically agreed to by the applicant:

A. The grant of the approval given at this time is conditioned upon the grant of all required subsequent approvals by this Zoning Board of Adjustment.

B. The applicant will return to this Zoning Board of Adjustment by making a subsequent application for site plan approval, variances, design waivers and any other relief as may be requested concerning the revised preliminary and final site plans.

C. Revised plans conforming to the sworn testimony and to the conditions of this approval will be prepared, and will be filed with the Zoning Board at or before the time of the subsequent application for site plan approval and other relief.

BOARD OF ADJUSTMENT  
BOROUGH OF PRINCETON  
COUNTY OF MERCER, NEW JERSEY

February 28, 2002

Case No. 711-1

J. Robert Hillier (Applicant)  
Maclean Corporation (Owner)  
**The Waxwood**  
35 Quarry Street  
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D. This application includes the creation of three (3) units of affordable housing: 1 unit for a low income household and 2 units for moderate income households. All such affordable housing units shall be governed by affordability controls in accordance with Borough Regulations, in the form of a deed restriction that shall run with the land. *A Hillier*

E. Prior to or by the time of the subsequent application to this Zoning Board, the applicant will obtain from the New Jersey Department of Community Affairs, any and all necessary waivers or exemptions from the Residential Site Improvement Standards that may pertain to this land development application. (N.J.A.C. Title 5, Chapter 21). If no such DCA waivers or exemptions are required, then a letter to that effect shall be obtained by the applicant from the New Jersey Department of Community Affairs.

F. Prior to or at the time of the subsequent application to this Zoning Board of Adjustment, the applicant will demonstrate the means of full compliance with the Affordable Housing provisions of Section 17A-202.1 of the Zoning Ordinance. *comply  
17D-2021*

G. A minimum of at least forty six (46) paved on-site parking spaces shall be shown on the site plans of the subsequent application to be filed with this Zoning Board of Adjustment.

H. Prior to or at the time of the subsequent application to this Zoning Board of Adjustment, the applicant will enter into a "Developer's Agreement" with the Borough of Princeton relating to the planned development, which Developer's Agreement will include, inter alia, a statement of the extent to which any housing obligation assigned to the Borough of Princeton pursuant to P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et al.) will be fulfilled by this development.

I. The applicant will present a copy of a fully executed Developer's Agreement between the landowner, the developer and the Borough of Princeton to the Zoning Board of Adjustment at the time of site plan review.

BOARD OF ADJUSTMENT  
BOROUGH OF PRINCETON  
COUNTY OF MERCER, NEW JERSEY

February 28, 2002

Case No. 711-1

J. Robert Hillier (Applicant)  
Maclean Corporation (Owner)  
**The Waxwood**  
35 Quarry Street  
Block 17.03, Lot 93

**ROLL CALL VOTE:** February 7, 2002 - (on motion to grant such  
variances as are required by the applicant's development  
application, subject to stated conditions

<b>MEMBERS:</b>	McGoldrick	Yes
	Kehrer	Yes
	McFarlan	Yes
	Kauffman	Yes
	St. John	Yes
	Lynch	Yes
Chairman	Royce	Yes

**ROLL CALL VOTE:** February 28, 2002 - (on memorialization)

<b>MEMBERS:</b>	McGoldrick	Absent
	Kehrer	Yes
	McFarlan	Yes
	Kauffman	Yes
	St. John	Yes
	Lynch	Yes
Chairman	Royce	Yes

June 27, 2002

Site Plan

Case No. 711-1(SITE)

J. Robert Hillier (Applicant)  
Maclean Corporation (Owner)  
**The Waxwood**  
35 Quarry Street  
Block 17.03, Lot 93

RESOLUTION GRANTING  
PRELIMINARY AND FINAL SITE PLAN APPROVAL  
AND  
BULK VARIANCES  
UPON SPECIFIC CONDITIONS

On a motion by Member Kehrer, seconded by Member St. John, the following resolution was adopted:

**WHEREAS**, J. Robert Hillier has petitioned and appealed to the Board of Adjustment pursuant to N.J.S.A. 40:55D-70(c) and 40:55D-76(b) for bulk variances from the requirements of Sections 17A-258, 17A-387(b) and (c), and 17A-390(b) of the Zoning Ordinance, and for preliminary and final site plan approval pursuant to N.J.S.A. 40:55D-46 and 40:55D-50 to permit the construction of thirty four (34) dwelling units in an existing non-conforming structure, with fifty one (51) on-site parking spaces, 46 of which will be paved and 5 of which will be not be paved but constructed with sod grass pavers, all within the R-4 Zoning District, on premises fronting on Quarry Street and fronting on Maclean Street, now designated as Block 17.03, Lot 93 on the Princeton Borough Tax Map; and

**WHEREAS**, the Board of Adjustment held a public hearing on the said application on Thursday, May 23, 2002; and

**WHEREAS**, after considering all of the evidence presented in this hearing and in the earlier hearing of February 7, 2002, the Board of Adjustment has made the following findings of fact:

1. The applicant is the contract purchaser of the subject property, an improved "Through Lot" of 62,290 square feet, now owned by Maclean Corporation.

2. The particular site involved in this application is known as "The Quarry Street School", and has on it a prior non-conforming three story masonry building structure, which building is currently being used as the Princeton Nursing and Rehabilitation Center, pursuant to a use variance granted in 1966.



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Clerk

**ORDINANCE**

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**2016-41 AN ORDINANCE BY PRINCETON ACCEPTING THE  
DONATION OF VACANT REAL PROPERTY LOCATED AT 224 CHERRY  
VALLEY ROAD AND DESIGNATED AS BLOCK 601, LOT 2 ON THE  
PRINCETON TAX MAPS.**

**ATTACHMENTS:**

- 2016-41 Donation 224 Cherry Valley (DOC)
- 224 Cherry Valley (PDF)

2016-41 AN ORDINANCE BY PRINCETON  
ACCEPTING THE DONATION OF VACANT  
REAL PROPERTY LOCATED AT 224  
CHERRY VALLEY ROAD AND  
DESIGNATED AS BLOCK 601, LOT 2 ON  
THE PRINCETON TAX MAPS.

**WHEREAS**, Block 601, Lot 2 on Princeton's Tax Maps, commonly known as 224 Cherry Valley Road ("the Parcel") is a vacant 2.14-acre parcel of land; and

**WHEREAS**, a portion of the property is needed in conjunction with the Cherry Valley Road Improvement Project being undertaken by Princeton; and

**WHEREAS**, the Parcel contains environmentally-sensitive lands that adjoin preserved open space; and

**WHEREAS**, the owners of said property, Alvin J. and Gilbert J. Chin wish to donate said property to Princeton for use by Princeton for road widening purposes, open space, and other public purposes other than development; and

**WHEREAS**, Princeton wishes to accept said donation.

**NOW, THEREFORE**, be it ordained by the Mayor and Council of the Municipality of Princeton, County of Mercer State of New Jersey, as follows:

1. The donation by Alvin J. Chin and Gilbert J. Chin of Block 601, Lot 2 (224 Cherry Valley Road) to Princeton is hereby accepted.
2. The Mayor and Clerk are hereby authorized and directed to execute any and all documents necessary and proper to effectuate the donation of said property, including the Affidavit of Consideration, Form 8283 acknowledging the conveyance of said real property, and such other documents as may be reviewed and approved by the Office of the Municipal Attorney.
3. This ordinance will take effect upon its passage and publication as required by law.

The purpose of the ordinance is to accept the donation of a 2.14-acre vacant parcel of land situated on Cherry Valley Road for road widening and other purposes. The parcel abuts preserved open space; there is no intent on the part of the municipality to develop it.

The foregoing ordinance was introduced at a meeting of the Mayor and Council of Princeton held on October 10, 2016 and will be further considered for final passage after a public hearing thereon at a meeting of said Mayor and Council to be held at the Princeton Municipal Complex, 400 Witherspoon Street on October 24, 2016 which begins at 7:00 p.m. **(Ordinance Public Hearing carried to November 28, 2016.)**



Kathleen K. Brzezynski, Deputy Clerk



**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)

**Draft - MEMORANDUM**

**TO:** Marc Dashield, Administrator

**FROM:** Lee Solow, Director of Planning *Lee*  
Deanna Stockton, Municipal Engineer *DS*

**DATE:** September 16, 2016

**SUBJECT:** 224 Cherry Valley Road – Donation of Land

Princeton has been contacted by the estate of the property owner of 224 Cherry Valley Road (Mary Kao Chin Estate), which is interested in donating the above captioned property to the municipality. The property is designated as Block 601, Lot 2 on the attached tax map, is vacant, contains approximately 2 acres of land and has a current assessed valuation of \$299,600. The property taxes for this lot in 2016 are \$6,782.00

**BACKGROUND INFORMATION**

The property contains 2 acres and is heavily wooded with a small stream traversing it. The front of the site appears to contain wetlands. The zoning is RA, which requires 4 acres for a buildable lot. As there is no other land adjacent to the lot that could be acquired to reach the four acre minimum, a variance would be required from the Zoning Board to obtain permission to build a house. To the south and west of the property is private open space, to the east along Cherry Valley Road are single family homes and to the north across Cherry Valley Road are single family homes located in Montgomery Township. Attached is an aerial photo of the area.

As part of Princeton and Montgomery Township's Cherry Valley Road Improvements project, which includes widening of pavement from 20' to 34' between Cherry Hill Road and Jefferson's Curve and an addition of a 6' wide paved pathway on Princeton's side extending the existing pathway at Jefferson's Curve, the Engineering Department is currently in discussions with property owners of Lots 2-6 to acquire additional land to enlarge the right-of-way along Cherry Valley Road. The additional right-of-way on Lot 2 is approximately 11' wide by 174' long or 0.043 acres. Also requested is a 20' wide by 174' long temporary construction easement immediately adjacent to the proposed right-of-way line. Although the appraisal was not completed

for the land acquisition for right-of-way on lot 2, based on lots 3-6, the estimated cost varies from \$9,000 to \$20,000.

From a planning perspective, accepting the donation of the property is advisable. Financially, as an undeveloped property, the property taxes collected are *de minimus*, and the property would still only collect roughly \$14,000 if the property were developed with a single-family home assessed at \$600,000. It would take one to three years of property taxes, depending on developed or undeveloped, to recoup the cost of acquiring the property rights needed for the road project. Additionally, if the property were developed and a family with children occupied the property, the additional educational costs would exceed the amount of property taxes collected from the property. From an open space perspective, the fact that the property is already located next to a larger preserved area makes it ideal for protecting from potential future development. The potential future costs, along with the location of the property, make the property ideal for ownership by the municipality.

### **RECOMMENDATION**

Based upon the above staff recommends that Mayor and Council accept the donation and add this property to our open space inventory. We assume maintenance would be minimal as there are no trails or improvements on the property. Staff has been advised that in the past when a donation of this sort is proposed the owner would be responsible for providing an appraisal for donation purposes.

If you have any questions on the above please feel free to contact me or Deanna Stockton, PE, Municipal Engineer.

Attachment

Cc: E. Schmierer, Esq.

REVISIONS	
DATE	LS. NAME

MONTGOMERY TOWNSHIP  
SOMERSET COUNTY

SHEET No. 7

SHEET No. 25

SHEET No. 25

SHEET No. 5

SHEET No. 22

SHEET No. 24

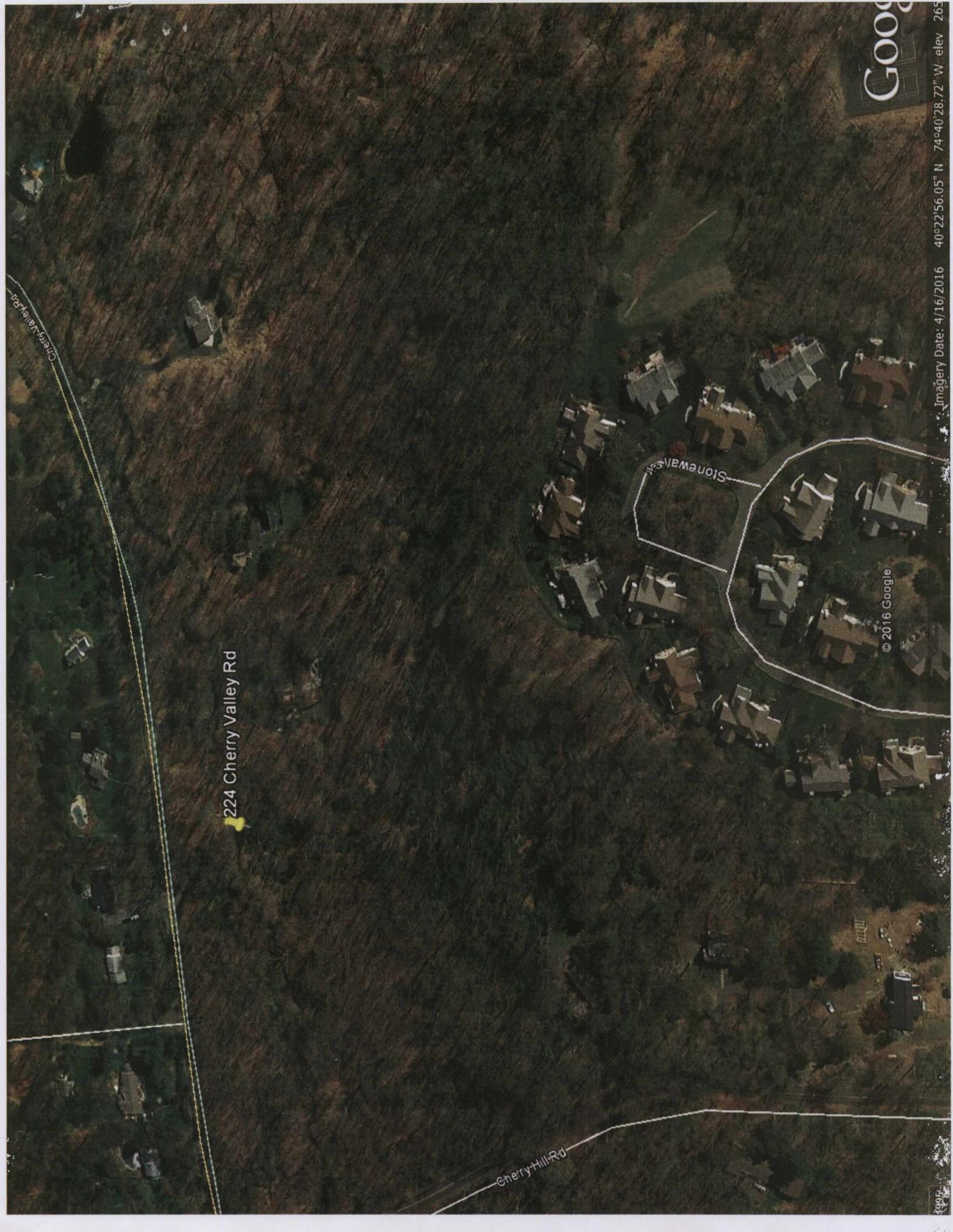
SHEET No. 24



**TAX MAP**  
**PRINCETON**  
MERCER COUNTY, NEW JERSEY  
SCALE: 1" = 100'  
OCTOBER, 2012  
DAVID B. DIXON, PLS  
Professional Land Surveyor N.J. Lic. No. 27282  
OMLAND ENGINEERING ASSOCIATES, INC.  
CEDAR KNOLLS, NEW JERSEY  
To Show Conditions as of October, 2012

6

6



224 Cherry Valley Rd

Stonewall

Cherry Hill Rd

Google

© 2016 Google

Imagery Date: 4/16/2016 40°22'56.05" N 74°40'28.72" W elev 265

Google



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Clerk

**RESOLUTION 16-331**

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**Appointment of Municipal Clerk and Deputy Municipal Clerk**

**RESOLUTION OF THE MAYOR AND COUNCIL  
OF PRINCETON**

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**WHEREAS**, pursuant to N.J.S.A. 40A:9-133 the Municipality of Princeton is required to appoint a Municipal Clerk; and

**WHEREAS**, pursuant to N.J.S.A. 40A:9-135 the Municipality of Princeton is required to appoint a Deputy Municipal Clerk;

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

1. Kathleen K. Brzezynski is hereby appointed as Municipal Clerk for Princeton for a three (3) year term for the period January 1, 2017 through December 31, 2019.
2. Delores A. Williams is hereby appointed as Deputy Municipal Clerk for a one (1) year term for the period January 1, 2017 through December 31, 2017.

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

I, Kathleen K. Brzezynski, Deputy 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 November 28, 2016.

---

Kathleen K. Brzezynski, Deputy Clerk



**RESOLUTION 16-332**

---

**Civil Rights Commission Policies and Procedures**

MAYOR AND COUNCIL OF PRINCETON

**WHEREAS**, on October 24, 2016 the Mayor and Council of Princeton adopted Ordinance 2016-38 establishing a Civil Rights Commission, and

**WHEREAS**, the Mayor and Council of Princeton wish to institute Policies and Procedures for the Civil Rights Commission;

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of Princeton hereby adopt the attached Civil Rights Commission Policies and Procedures.

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

I, Kathleen K. Brzezynski, Deputy 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 its meeting held November 28, 2016.

\_\_\_\_\_  
Kathleen K. Brzezynski  
Deputy Clerk

**ATTACHMENTS:**

- Guidelines Policies and Procedures Revised November 22 (DOCX)
- Civil Rights Complaint Flow Chart Final 11\_29\_16 (PDF)

## Guidelines, Policies and Procedures

### Resolution of Informal Complaints of Discrimination through Princeton Civil Rights Commission Voluntary Informal Resolution Process

Adopted by the Princeton Council on November 28, 2016 by Resolution

The Princeton Civil Rights Commission is authorized by Ordinance No. 2016-38 to appoint a Subcommittee of the Commission for purposes of receiving and attempting to resolve informal complaints of discrimination made by any person and allegedly taking place in Princeton. The following policies, guidelines and procedures shall govern this process.

#### **1. Filing A Complaint.**

A person can file a complaint in person at the Human Services Office. A person may also use a complaint form which shall be available at the Municipal Clerk's Office on the Municipal website or from a member of the Civil Rights Commission.

#### **2. Generally – Processing Services by Human Services Department.**

The purpose of processing is to:

- Obtain information about the complainant's claim;
- Provide educational materials to the complainant advising of his or her rights;
- Conduct initial information gathering and report back to the complainant; and
- Determine if parties are willing to engage in voluntary resolution, which includes:
  - Outside mediation services or
  - Voluntary Informal Resolution Process by Civil Rights Commission.

*The Executive Director shall not make a determination on the manner in which the complainant shall proceed; rather, he or she shall only be responsible for advising the complainant of the available options and the complainant shall be responsible for determining how he or she seeks to proceed.*

*Following the above procedure shall be a prerequisite to filing a complaint with the Civil Rights Commission.*

#### **3. Civil Rights Commission Review.**

- A. If the complainant seeks to have his or her claim addressed through the Civil Rights Commission's informal resolution process, then the Executive Director shall forward the person's complaint to the Civil Rights Commission for informal resolution by the Subcommittee of the Civil Rights Commission appointed for this purpose.
- B. The main goal of the Voluntary Informal Resolution Process is to provide an informal framework for access to a venue to amicably resolve disputes concerning claims of discrimination that have not yet escalated and are not being prosecuted through the State Division of Civil Rights or any state or federal court. The goal is to encourage resolution at a convenient place for those concerned and encourage early intervention and resolution.

- C. The Subcommittee shall promptly review the matter and endeavor to bring the parties together to eliminate the discrimination complained by conference, conciliation and negotiation. The subcommittee may, if the parties agree, make a referral to mediation. Meetings between the Subcommittee and parties shall be filed with the Municipal Clerk's office and given to the Council liaison to the Civil Rights Commission. No individual members of the Subcommittee shall have the ability to resolve complaints on their own.
- D. The parties shall be advised in writing and verbally as follows:
- a. In general, the documents provided to and generated by the Municipality during the Program, including the written complaint and any supporting materials, are considered "government records" under the New Jersey Open Public Records Act and as such, may be disclosed publicly during or even after the informal resolution.
  - b. Participation by either party is completely voluntary and neither party can be required to provide any documentation or participate, nor can either party be punished or sanctioned in any way by the Municipality for failing to appear or provide any documentation or information. Any agreed-upon form of resolution is also voluntary.
  - c. Participation does not take the place of the more traditional, formal types of resolution of claims of discrimination, such as those available through administrative agencies or the courts. Therefore, at any time during or even following the conclusion of the process, the person claiming to be aggrieved by discrimination retains the right to, and has the right to elect to formally pursue his or her claims of discrimination with any administrative agency, including the State Division of Civil Rights as well as any state or federal court with jurisdiction to hear the matter. At any time said person may also request that his or her claim be referred to a qualified mediator independent of the Municipality, as set forth above in Section 1.
  - d. The Commission's process is undertaken through a Subcommittee of the Commission created and appointed specifically for purposes of this Voluntary Informal Resolution Process.

#### **4. Reporting.**

The Human Services Director shall provide a monthly written report to the Civil Rights Commission. The report will provide a summary of complaints received during the month. To ensure as much privacy as possible, the report will only provide the general nature of the complaint and the resolution achieved. The Human Services Director shall provide relevant general details to allow the Civil Rights Commission to make policy recommendations to Mayor and Council.

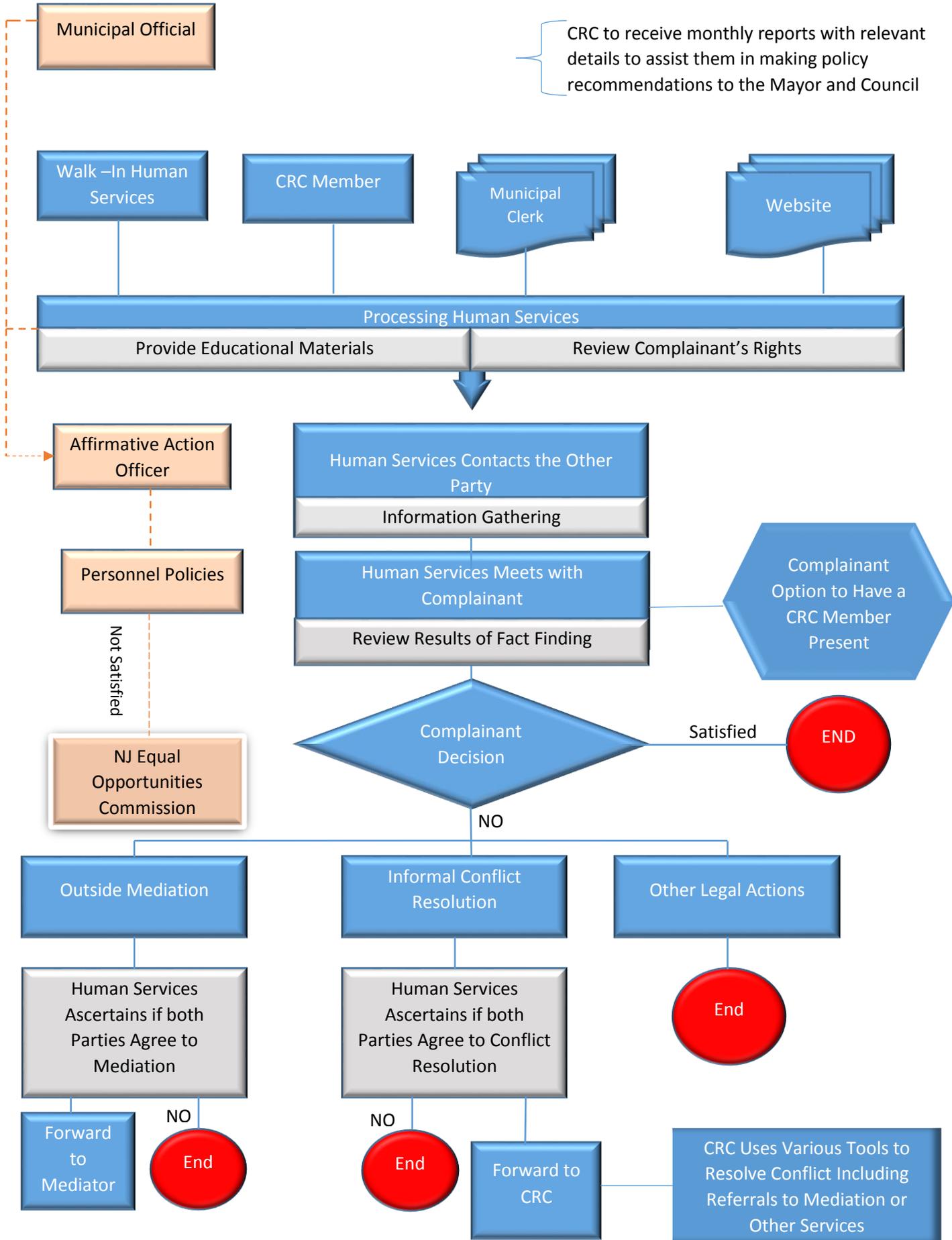
#### **5. Affirmative Action Officer.**

The Commission shall refer all complaints concerning Princeton officers or employees to the Affirmative Action Officer to initially counsel and investigate all complaints of discrimination involving such officers and/or employees in accordance with Princeton's policies and procedures. The Affirmative Action Officer shall endeavor to complete his or her initial investigation within thirty days of his or her receipt of any such complaint.

**6. Additional Policies and Procedures.**

The Council may provide additional policies and procedures for administering this process. Any such additional policies and procedures shall be in writing and inconsistent with any applicable laws, regulations or ordinances. From time to time, the Civil Rights Commission shall provide recommendations to the Mayor and Council regarding these additional policies and procedures. The Mayor and Council, with advice from the Civil Rights Commission, shall review the policies and procedures after one year of operation.

# SUMMARY OF CIVIL RIGHT COMPLAINT PROCESS





**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Clerk

**RESOLUTION 16-333**

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**Adopt-A-Park Standards**

MAYOR AND COUNCIL OF PRINCETON

**WHEREAS**, the Municipality of Princeton is responsible for the management and maintenance of the parklands; and

**WHEREAS**, Citizen groups would like to volunteer their time and effort to improve and maintain certain parklands located within the municipality; and

**WHEREAS**, the Municipality encourages volunteerism in our parks

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of Princeton hereby adopt a standardized ADOPT-A-PARK agreement to facilitate the involvement of the groups seeking to maintain and improve the Municipal Parklands.

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

I, Kathleen K. Brzezynski, Deputy 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 its meeting held November 28, 2016.

\_\_\_\_\_  
Kathleen K. Brzezynski  
Deputy Clerk

**ATTACHMENTS:**

- Adopt a Park Agreement (PDF)
- Adopt a Park Management Guidelines (PDF)

**ADOPT-A-PARK AGREEMENT**

THIS AGREEMENT is made and dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, 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 \_\_\_\_\_, whose principal address is \_\_\_\_\_ (hereafter referred to as “ADOPTER”).

WITNESSETH:

WHEREAS, PRINCETON is responsible for the management and maintenance of the parklands in the Municipality of Princeton known as \_\_\_\_\_; and

WHEREAS, ADOPTER has volunteered to “adopt” the parklands known as \_\_\_\_\_, as permitted by and consistent with the New Jersey “Adopt-A-Park Law,” N.J.S.A. 40:12-20 et seq.; and

WHEREAS, PRINCETON appreciates groups and organizations that volunteer their time and efforts to improve and maintain the parklands located within the municipality; and

WHEREAS, PRINCETON and ADOPTER wish to enter into this Agreement to reflect their mutual understandings with regard to having ADOPTER “adopt” the parkland known as \_\_\_\_\_;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, PRINCETON and ADOPTER agree as follows:

1. PRINCETON agrees to have ADOPTER “adopt” \_\_\_\_\_ (hereinafter referred to as the “parklands”).

2. ADOPTER agrees to regularly maintain and repair the trails and maintain the lands contained within the parklands. Subject to approval of the governing Board of ADOPTER and the Open Space Manager, in accordance with the Adopt-A-Park Management Guidelines attached hereto as Exhibit A and made a part hereof.

3. Subject to approval of the Princeton Mayor and Council and the availability of funding, the ADOPTER may create, alter and construct trail improvements in accordance with plans and specifications approved by the Director of Infrastructure & Operations with input from the Princeton Open Space Manager, the Princeton Environmental Commission, and the Princeton Engineering Department, and subject to any applicable conservation easements, state and federal environmental permit requirements, deed restrictions, construction code permits, or other applicable legal requirements. ADOPTER agrees that the work performed within the parklands will further be in accordance with the terms and conditions of the Adopt-A-Park Management Guidelines ,which is attached hereto as Exhibit A and made a part hereof.

4. ADOPTER agrees to apply for and receive tree removal permits, subject to applicable easements and restrictions.

5. ADOPTER agrees to notify PRINCETON in writing when it is necessary to access trails by vehicle.

6. The term of this Agreement shall be one (1) year from the date it is executed by both parties, subject to an automatic annual renewal thereafter if mutually agreeable between PRINCETON and ADOPTER. PRINCETON may terminate this Agreement at any time without prior notice to ADOPTER, for any reason including, but not limited to, failure of ADOPTER to comply with any term of this Agreement. ADOPTER may terminate this Agreement upon at least (6) months' written notice to the PRINCETON.

7. The parties hereto shall agree to abide by the requirements set forth in N.J.S.A. 40:12-22 et seq., as may be amended from time to time. Specifically:

8. Except where permitted by the “New Jersey Tort Claims Act,” N.J.S.A. 59:1-1 et seq., neither PRINCETON nor any of its officers, employees, agents or servants may be held liable in any civil action to any person for any injury or damages that may be caused or sustained by ADOPTER, or any employee, agent, contractor, member or volunteer of ADOPTER, during the course, or as a result of, maintaining, operating or improving the parklands.

9. ADOPTER, and all employees, agents, contractors, members or volunteers of ADOPTER assisting in maintaining, operating or improving the parklands, shall sign a waiver (in the form attached hereto as Exhibit B and made a part hereof) releasing PRINCETON, its officers, employees, agents and servants from and against any civil liability for any injury or damages (except those arising from criminal, willful, wanton or grossly negligent conduct) that may be sustained by ADOPTER, or any employee, agent, contractor, member or volunteer thereof, during the course of, or as a result of, maintaining, operating, or improving the parklands hereunder.

10. ADOPTER shall indemnify, defend and hold harmless PRINCETON, and its officers, employees, agents and servants against all claims made by any person for injuries or damages that may be caused or sustained by ADOPTER, or any employee agent, contractor, member or volunteer thereof, during the course, or as a result of, maintaining, operating or improving the parklands hereunder. ADOPTER shall obtain and retain insurance in such amounts as sufficient for the purposes hereunder.

11. While performing operation, maintenance or improvement responsibilities at the parklands pursuant to this Agreement, ADOPTER, its employees, agents, contractors, members

and volunteers shall not be considered to be “public employees” or “state employees” for purposes of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., or otherwise be accorded any of the protections set forth therein.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper corporate officers and their corporate seals to be hereunto affixed and attested the day and year first written above.

ATTEST:

MUNICIPALITY OF PRINCETON

\_\_\_\_\_  
Linda S. McDermott, Clerk

By: \_\_\_\_\_

[ADOPTER]

\_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT A**  
**PRINCETON ADOPT-A-PARK MANAGEMENT GUIDELINES**

**I. PUBLIC LANDS MANAGEMENT POLICY**

Princeton's public open space lands are recreational and environmental resources for the entire community. In accordance with N.J.S.A. 40:12-22 through 12-29, Princeton welcomes the involvement of nonprofit organizations in the maintenance, operation and stewardship of public lands. A list of tracts available for adoption is available in the Princeton Clerk's Office.

**Preserves:** Passive open space lands will be maintained in their natural condition as much as possible so that their value as ecology education resources, biological resources and aesthetic resources will be maximized. Development shall be restricted to providing pedestrian footpath access through the site and associated parking facilities and signage that will cause minimal disruption of the natural environment. Maintenance will focus on seasonal trail clearance and drainage, stream channel protection and remediation, and any other remedial work necessary to sustain the naturally-occurring vegetation and wildlife of each tract. (Maintenance Guidelines will be provided to all prospective adopters of open space preserve tracts.)

**Active Recreation Areas:** Active open space lands will be developed and maintained in accordance with the terms and conditions agreed upon by the Mayor and Council. Said terms and conditions will be developed on a tract-by-tract basis in order to implement the recommendations for public parks and open space contained in the current Princeton Community Master Plan. Additionally, said terms and conditions shall be in accordance with recommendations received from the municipal staff, as well as the Recreation Commissioners.

**II. OPEN SPACE MANAGEMENT PROCEDURES**

Responsibility for administration of public passive open space lies with the Open Space Manager. Responsibility of administration of public active open spaces lies with the Board of Parks and Recreation Commissioners. Prospective adopters of any open space tract are required to adhere to these Guidelines.

**Management Plan:** Individual or groups wishing to adopt a tract shall prepare a plan for their stewardship of the tract. The plan will outline the scope and schedule for routine maintenance and will specify any development or remediation project that is planned for the first year of stewardship.

The plan shall include a benchmark map and accompanying text which together describe the attributes and condition of the property. In the case of preserve tracts, these will include woods,

stream channels, wildlife, trails and any other facilities on that tract. It will note any unique resources and particular problems.

The plan will be reviewed and approved by the Open Space Manager.

**Adoption Agreement:** Once the management plan has been accepted, the adopter and Princeton shall then enter into a legal agreement of adoption that will provide for annual review and renewal and will detail who will be providing the labor and who will be covering any associated costs.

**Annual Report and Plan Update:** Each adopter shall provide an annual report on its activities, the current condition of the tract and its plans for maintenance and remediation to the Open Space Manager at a time set by Mayor and Council.

**Annual Oversight Review:** The Open Space Manager shall convene a meeting of all open space adopters and representatives from other municipal agencies. The Open Space Manager will review the annual reports and plan updates and, having considered the composite information presented, make any proposal deemed necessary to maintain the integrity of the open space system.

### **III. OPEN SPACE PRESERVE MAINTENANCE SCHEDULE GUIDELINES**

It is anticipated that adopters will inspect their preserve tract seasonally to perform any necessary maintenance. Additional visits after heavy storms are recommended. Any indications of active vandalism should be reported immediately to the Princeton Police Department and the Open Space Manager. Adopters shall refer to the Trail Construction and Maintenance Notebook – 2007 Edition, produced in cooperation with the Recreational Trails Program of the Federal Highway Administration, U.S. Department of Transportation ([http://www.fhwa.dot.gov/environment/recreational\\_trails/publications/fs\\_publications/07232806/](http://www.fhwa.dot.gov/environment/recreational_trails/publications/fs_publications/07232806/)) for additional trail maintenance guidelines not included herein.

#### **Trees/Understory:**

Walk tract to inspect on-and off-trails, noting recent blowdowns, manifestation of insect damage or other disease, status of regeneration. Condition of understory should be noted, so that efforts to control invasion by alien species, reduce browsing damage by wildlife, or redirect human foot traffic to “rest” an area can be planned.

#### **Trails:**

Check condition of trails to note any need for erosion control, grading, chip renewal, provision of logs or stones to offer firm footing through wet sections, fallen trees or underbrush clearing. Refresh signage as necessary so that it is visible for the traveler going either direction: wooden stakes with painted tops or paint blazes on the trees at eye level are both appropriate and will help limit foot traffic to “official” trails. Note the creation of any side trails and determine what remediation is necessary to block their continued use (or whether the main trail should be rerouted).

**Stream Channels:**

Walk stream channels. Keep drainage clear of fallen logs and other impediments.  
Provide stone or plank crossings at trail intersections to minimize erosion of foot traffic.

**Trash:**

Pack out any portable debris. Report any large items with which you need help to the Open Space Manager.

**Wildlife:**

Note signs of nesting and breeding activity, as well as browsing. Report carcasses to the Animal Control Officer.



**RESOLUTION 16-334**

**Bid Award to Enterprise Network Resolutions Contracting, LLC. for the Environmental Cleanup of Soil at the Vacant Valley Road Municipal Site (Block 7002, Lot 1) in a Not to Exceed Amount of \$220,545.00**

**WHEREAS**, the Municipality of Princeton (“Princeton”) has advertised for and received bids in accordance with the provisions of the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-2 et seq.* for Environmental Cleanup of Soil at the Vacant Valley Road Municipal Site (Block 7002, Lot 1); and

**WHEREAS**, on November 18, 2016 the Princeton received nine (9) bids to undertake and complete said work; and

**WHEREAS**, in reviewing said bids Princeton has determined that the lowest responsive and responsible bidder is Enterprise Network Resolutions Contracting, LLC of Winslow, NJ in the bid amount of \$220,545.00; and

**WHEREAS**, Princeton has appropriated funds for this capital project;

**WHEREAS**, Princeton wishes to award a contract to undertake and complete said work to the aforementioned lowest responsible bidder.

**NOW, THEREFORE, BE IT RESOLVED** the Mayor and Clerk of Princeton are hereby authorized and directed to enter into an agreement with Enterprise Network Resolutions Contracting, LLC of Winslow, NJ for a sum not to exceed \$220,545.00 to undertake the environmental cleanup of soil at the vacant Valley Road site, all in accordance with the terms and conditions with the Bid Documents which are on file in the office of the Clerk.

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

I, Kathleen K. Brzezynski, Deputy 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 on November 28, 2016.

---

Kathleen K. Brzezynski, Deputy Municipal Clerk

**ATTACHMENTS:**

- Bid Award Recommendation & Contract (DOCX)
- Eng Estimate & Bid Tab (PDF)



*Municipality of Princeton*

*Witherspoon Hall  
400 Witherspoon Street  
Princeton, NJ 08540-3496*

*Office of the Engineer  
Telephone (609)921-7077  
Facsimile (609) 688-2026*

*DEANNA STOCKTON, P.E., C.M.E.  
Municipal Engineer  
[dstockton@princetonnj.gov](mailto:dstockton@princetonnj.gov)*

**MEMORANDUM**

**TO:** Marc D. Dashield, Administrator

**FROM:** Deanna Stockton, P.E., C.M.E., Municipal Engineer

**DATE:** November 22, 2016

**RE:** **Bid Award to Enterprise Network Resolutions Contracting, LLC. for the Environmental Cleanup of Soil at the Vacant Valley Road Municipal Site (Block 7002, Lot 1) in a Not to Exceed Amount of \$220,545.00**

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On November 18, 2016, nine (9) bids were received for the above referenced project, as detailed on the attached bid tabulation, and as summarized below:

	<b>Contractor</b>	<b>Bid Amount</b>
1	Enterprise Network Resolutions Contracting, LLC Winslow, NJ	\$220,545.00
2	Earle Asphalt Company Farmingdale, NJ	\$268,413.13
3	TTI Environmental, Inc. Moorestown, NJ	\$289,159.00
4	The Ambient Group, LLC Sewell, NJ	\$293,875.00
5	Vollers Excavating & Construction, Inc. North Branch, NJ	\$299,110.00
6	Carbro Construction Corp. Hillsboro, NJ	\$372,790.00
7	Montana Construction Corp., Inc. Lodi, NJ	\$394,650.00
8	Greenfields Environmental Services, Inc. Hackettstown, NJ	\$596,900.00
9	G.W.S. Contractors Inc. Jamesburg, NJ	\$713,445.00

The low bid amount of \$220,545.00 received from Enterprise Network Resolutions Contracting, LLC is approximately 2% below the Engineer's Estimate of \$224,155.00.

Although the Municipality has no prior experience with Enterprise Network Resolutions Contracting, LLC, the company has completed work for the Town of Wildwood, the Town of Voorhees, the Town of Edgewater, Haddon Township, NJDOT, FAA and with multiple firms in the private sector.

Legal Counsel has reviewed the submitted bids and finds the bid submission by Enterprise Network Resolutions Contracting, LLC to be in order and a contract may be awarded to Enterprise Network Resolutions Contracting, LLC as the lowest responsive and responsible bidder.

Sufficient funds are available for this bid award from capital account # 04-215-14-025-076-342 as confirmed by Sandra Webb, CFO.

In consideration of the above, it is recommended that a contract be awarded to Enterprise Network Resolutions Contracting, LLC of Winslow, NJ in the low bid amount of \$220,545.00.

This award is to be made per the attached Resolution. The Construction Agreement relating to this project is attached as well.

Please contact me if you have any questions.

#### Attachments

DLS/af

Cc: Mayor and Council  
Sandra Webb, CFO  
Linda S. McDermott, Clerk  
Alina Ferreira, P.E., Assistant Engineer

**MUNICIPALITY OF PRINCETON  
CONSTRUCTION AGREEMENT  
FOR:**

**ENVIRONMENTAL CLEANUP OF SOIL AT THE VACANT VALLEY ROAD MUNICIPAL SITE  
(BLOCK 7002, LOT 1)**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between

THE MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey, with offices at 400 Witherspoon Street, Princeton, New Jersey, 08540 ("MUNICIPALITY")

And

ENTERPRISE NETWORK RESOLUTIONS CONTRACTING, LLC, 874 Piney Hollow Road, Winslow, New Jersey 08095 ("CONTRACTOR")  
(Federal I.D. No. \_\_\_\_\_).

In connection with the CONTRACTOR's bid proposal, dated November 18, 2016, and the MUNICIPALITY's notice of award of same, dated \_\_\_\_\_, MUNICIPALITY and CONTRACTOR hereby agree as follows:

1. Scope of Work

The CONTRACTOR hereby agrees to furnish the services specified in the Contract Documents in accordance with the terms of CONTRACTOR's bid proposal.

2. Time of Completion

A. The work to be performed under this Contract shall be commenced and completed as set forth in the Notice to Proceed to be provided by the MUNICIPALITY.

B. Failure to complete the work within the number of calendar days set forth in the Notice to Proceed, including any extension granted thereto as determined by the MUNICIPALITY, shall entitle the MUNICIPALITY to liquidated damages as set forth in the Contract Documents.

C. It is also agreed that the acceptance of the final payment by the CONTRACTOR shall be considered as a release in full of all claims against the MUNICIPALITY arising out of or by reason of performance or non-performance of the CONTRACTOR's obligations under this contract.

3. Contract Sum

Based upon the unit prices and/or lump sum set forth in the bid proposal, the amount of the Contract, subject to adjustments made in accordance with the Contract Documents is \$220,545.00 (two hundred twenty thousand five hundred forty five dollars and zero cents).

4. Hold Harmless Agreement

The CONTRACTOR agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify, defend and save harmless the MUNICIPALITY, its officers, agents, employees and consultants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the prevailing Wage Rate laws, the Americans with Disabilities Act (42

U.S.C. 12101, et seq.), and from all damages which the MUNICIPALITY or any of its officers, agents, employees and consultants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the CONTRACTOR in the work, or through any act or omission on the part of the CONTRACTOR or his agent or agents.

5. Payment to Contractor

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

6. Contract Documents

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

7. Affirmative Action Regulations

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

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

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

ATTEST:

MUNICIPALITY OF PRINCETON

\_\_\_\_\_  
Linda S. McDermott, Clerk

By: \_\_\_\_\_  
Liz Lempert, Mayor

ATTEST or WITNESS:

ENTERPRISE NETWORK RESOLUTIONS  
CONTRACTING, LLC

\_\_\_\_\_

By: \_\_\_\_\_

**BID TABULATION**

**BID DUE DATE: 11/18/16**

**PROJECT NAME: ENVIRONMENTAL CLEANUP OF SOIL AT THE VACANT VALLEY ROAD MUNICIPAL SITE (BLOCK 7002, LOT 1)**

**PROJECT LOCATION: PRINCETON, MERCER COUNTY, NEW JERSEY**

ITEM	DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		Enterprise Network Resolutions Contracting, LLC Winslow, NJ		Earle Asphalt Company Farmingdale, NJ		TTI Environmental, Inc. Moorestown, NJ		The Ambient Group, LLC Sewell, NJ		Vollers Excavating & Construction, Inc. North Branch, NJ		Carbro Construction Corp. Hillsboro, NJ		MontanaConstruction Corp., Inc. Lodi, NJ		Greenfields Environmental Services, Inc. Hackettstown, NJ		G.W.S. Contractors Inc. Jamesburg, NJ	
				UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
1	SITE PREPARATION AND MAINTENANCE	LS	1	\$50,000.00	\$50,000.00	\$19,900.00	\$19,900.00	\$62,691.88	\$62,691.88	\$25,000.00	\$25,000.00	\$28,000.00	\$28,000.00	\$51,450.00	\$51,450.00	\$138,000.00	\$138,000.00	\$25,000.00	\$25,000.00	\$66,963.50	\$66,963.50	\$40,000.00	\$40,000.00
2	TRAFFIC CONTROL, IF AND WHERE DIRECTED	LS	1	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$20,000.00	\$20,000.00	\$8,279.00	\$8,279.00	\$12,000.00	\$12,000.00	\$1,420.00	\$1,420.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$27,100.00	\$27,100.00	\$20,000.00	\$20,000.00
3A	EXCAVATION AND DISPOSAL OF CONTAMINATED SOIL, IF AND WHERE DIRECTED	TON	1,360	\$60.00	\$81,600.00	\$62.00	\$84,320.00	\$91.00	\$123,760.00	\$65.00	\$88,400.00	\$52.00	\$70,720.00	\$64.00	\$87,040.00	\$70.00	\$95,200.00	\$107.00	\$145,520.00	\$156.50	\$212,840.00	\$205.00	\$278,800.00
3B	EXCAVATION AND DISPOSAL OF UNCONTAMINATED OVERBURDEN SOIL, IF AND WHERE DIRECTED	CY	675	\$45.00	\$30,375.00	\$15.00	\$10,125.00	\$10.00	\$6,750.00	\$40.00	\$27,000.00	\$41.00	\$27,675.00	\$50.00	\$33,750.00	\$15.00	\$10,125.00	\$100.00	\$67,500.00	\$72.00	\$48,600.00	\$205.00	\$138,375.00
4A	COMPACTED DGABC, VARIABLE THICKNESS, IF AND WHERE DIRECTED	CY	2,225	\$10.00	\$22,250.00	\$30.00	\$66,750.00	\$7.05	\$15,686.25	\$40.00	\$89,000.00	\$40.00	\$89,000.00	\$34.00	\$75,650.00	\$35.00	\$77,875.00	\$50.00	\$111,250.00	\$58.00	\$129,050.00	\$78.00	\$173,550.00
4B	COMPACTED UNCONTAMINATED OVERBURDEN SOIL BACKFILL, IF AND WHERE DIRECTED	CY	500	\$10.00	\$5,000.00	\$6.70	\$3,350.00	\$10.00	\$5,000.00	\$35.00	\$17,500.00	\$22.00	\$11,000.00	\$31.00	\$15,500.00	\$19.00	\$9,500.00	\$10.00	\$5,000.00	\$102.95	\$51,475.00	\$45.00	\$22,500.00
5	TRENCH RESTORATION, PAVED AREAS, 7" THICK	TON	30	\$85.00	\$2,550.00	\$120.00	\$3,600.00	\$53.50	\$1,605.00	\$150.00	\$4,500.00	\$480.00	\$14,400.00	\$128.00	\$3,840.00	\$125.00	\$3,750.00	\$190.00	\$5,700.00	\$672.55	\$20,176.50	\$190.00	\$5,700.00
6	BITUMINOUS STABILIZED BASE COURSE MIX I-2, 5" THICK	TON	20	\$85.00	\$1,700.00	\$120.00	\$2,400.00	\$300.00	\$6,000.00	\$150.00	\$3,000.00	\$540.00	\$10,800.00	\$141.00	\$2,820.00	\$125.00	\$2,500.00	\$150.00	\$3,000.00	\$431.45	\$8,629.00	\$340.00	\$6,800.00
7	BITUMINOUS CONCRETE SURFACE COURSE MIX I-5, 2" THICK	TON	8	\$85.00	\$680.00	\$450.00	\$3,600.00	\$240.00	\$1,920.00	\$185.00	\$1,480.00	\$660.00	\$5,280.00	\$330.00	\$2,640.00	\$105.00	\$840.00	\$210.00	\$1,680.00	\$883.25	\$7,066.00	\$340.00	\$2,720.00
			SUBTOTAL BID AMOUNT		\$199,155.00		\$195,545.00		\$243,413.13		\$264,159.00		\$268,875.00		\$274,110.00		\$347,790.00		\$369,650.00		\$571,900.00		\$688,445.00
8	CONTINGENCY	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	
			TOTAL AMOUNT BID PLUS CONTINGENCY		\$224,155.00		\$220,545.00		\$268,413.13		\$289,159.00		\$293,875.00		\$299,110.00		\$372,790.00		\$394,650.00		\$596,900.00		\$713,445.00

\* \$190.00 unit price, whereas \$4,200 extended cost filled out



**RESOLUTION 16-335**

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**Professional Services Agreement in the Not to Exceed Amount of \$9,210.00 with Melick-Tully and Associates, P.C. for Geotechnical Engineering Services for the Environmental Cleanup of Soil at the Vacant Valley Road Municipal Site (Block 7002, Lot 1) Project**

WHEREAS, the municipality of Princeton desires to retain the services of a professional geotechnical engineer for purposes of testing and overseeing backfill operations for the Environmental Cleanup of Soil at the Vacant Valley Road Municipal Site (Block 7002, Lot 1) project on behalf of Princeton; and

WHEREAS, Melick-Tully and Associates, P.C. has provided a proposal to Princeton for purposes of performing the sought-after geotechnical engineering services for the not to exceed contract amount of \$9,210.00 and term of one (1) year; and

WHEREAS, Princeton has a need to acquire these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law” and in connection therewith, Melick-Tully and Associates, P.C. has completed and filed with Princeton the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8, Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 and affidavit pursuant section 2-87 of the Princeton Code (collectively, the “Pay-to-Play Forms”); and

WHEREAS, the agreement shall be for an amount not to exceed \$9,210.00, as more specifically detailed in Melick-Tully and Associates, P.C.’s proposal; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said services; and

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

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

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Melick-Tully and Associates, P.C. for geotechnical engineering services, consistent with this Resolution and the above “Whereas” clauses.

2. The agreement is awarded without competitive bidding as a professional services agreement as authorized under *N.J.S.A. 40A:11-5(1)(a)(i)*.
3. Melick-Tully and Associates, P.C. shall be paid a fee not to exceed \$9,210.00. The term of the agreement shall be one (1) year and the agreement shall expire on November 28, 2017.
4. A copy of this Resolution, the Pay-to-Play Forms and the agreement shall be placed on file in the Office of the Clerk.
5. A notice of this action shall be published in the official newspaper as required by law.

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

I, Kathleen K. Brzezynski, Deputy 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 on November 28, 2016.

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Kathleen K. Brzezynski, Deputy Municipal Clerk

**ATTACHMENTS:**

- Memo - Melick-Tully -PSA - Environmental Cleanup of Soil at the Vacant Valley Road Municipal Site (DOCX)
- Form PSA (DOCX)
- Exhibit A - Melick-Tully and Associates PC - Proposal (PDF)
- Exhibits B and C to Standard PSA (DOCX)



*Municipality of Princeton*

*Witherspoon Hall  
400 Witherspoon Street  
Princeton, NJ 08540-3496*

*Office of the Engineer  
Telephone (609)921-7077  
Facsimile (609) 688-2026*

*DEANNA STOCKTON, P.E., C.M.E.  
Municipal Engineer  
[dstockton@princetonnj.gov](mailto:dstockton@princetonnj.gov)*

**MEMORANDUM**

TO: Marc D. Dashield, Administrator

FROM: Deanna Stockton, P.E., C.M.E., Municipal Engineer

DATE: November 22, 2016

SUBJECT: **Professional Services Agreement in the Not to Exceed Amount of \$9,210.00 with Melick-Tully and Associates, P.C. For Geotechnical Engineering Services for the Environmental Cleanup of Soil at the Vacant Valley Road Municipal Site (Block 7002, Lot 1) Project**

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Attached please find a proposal dated November 22, 2016 in the not to exceed amount of \$9,210.00 from Melick-Tully and Associates, P.C. (MTA) for geotechnical engineering services associated with the Environmental Cleanup of Soil at the Vacant Valley Road Municipal Site (Block 7002, Lot 1) project.

MTA will serve as the geotechnical engineer for the Municipality of Princeton during the backfill operations after excavation and removal of the contaminated soils from this site. Bids were received for the Environmental Cleanup of Soil at the Vacant Valley Road Municipal Site (Block 7002, Lot 1) project on November 18, 2016 and the bid award is anticipated for the November 28<sup>th</sup> Council meeting.

Services provided will include attendance at the pre-construction meeting, sampling, laboratory testing, gradation analysis of dense graded aggregate (DGA) backfill, and up to 10 days of the on-site field density testing of DGA backfill by a MTA field representative.

Council's consideration in approving a professional services agreement providing for these services at its November 28, 2016 meeting will be appreciated. Sandra Webb, CFO, has confirmed that funds are available in account 04-215-14-025-076-342 to fund this agreement.

Please contact me or Alina Ferreira, P.E., Assistant Engineer, if you have any questions.

Cc: Mayor and Council  
Sandra Webb, CFO  
Linda S. McDermott, Clerk  
Alina Ferreira, P.E., Assistant Engineer  
Robert E. Schwankert, P.E., Melick-Tully and Associates, P.C.

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement” or “agreement”) entered into this \_\_\_ day of \_\_\_\_\_ 201\_ 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 Melick-Tully and Associates, P.C., 117 Canal Road, South Bound Brook, NJ 08880 (hereafter referred to as "CONSULTANT").

### WITNESS

WHEREAS, PRINCETON desires to obtain professional services in connection with geotechnical engineering services associated with the Environmental Cleanup of Soil at the Vacant Valley Road Municipal Site (Block 7002, Lot 1) project (“project”); and

WHEREAS, on November 22, 2016, CONSULTANT provided a written proposal to PRINCETON for purposes of performing the sought-after professional services to PRINCETON, a copy of which is attached as Exhibit A hereto; and

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

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

1. Scope of Services. CONSULTANT shall use its best efforts to perform professional services and other related duties as follows: the CONSULTANT will serve as the geotechnical engineer for PRINCETON during the backfill operations after excavation and removal of the contaminated soils as part of the project. The specific tasks involved in these services are more fully set forth in the CONSULTANT’S proposal, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT’S proposal and this Agreement, the terms of this Agreement shall control.
2. Term.
  - a. This Agreement shall become effective on November 28, 2016 and shall terminate on November 28, 2017, subject to the termination provisions set forth in subsection 2b. below.
  - b. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other, to the address as set forth on page 1 above.

3. Compensation; Manner of Payment.
  - a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed nine thousand two hundred and ten dollars and zero cents (\$9,210.00), subject to annual budgetary appropriations.
  - b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit A. CONSULTANT shall give written notice to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the compensation set forth in paragraph 3a.
  - c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of an audited and approved voucher.
4. Affirmative Action/Equal Employment. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit B.
5. Business Registration & Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
6. Political Contributions.
  - a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of 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, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution, that is reportable 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 of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.

- b. In accordance with section 2-87 of the Princeton Code, CONSULTANT shall not make or solicit any contribution of money, or pledge of a contribution, including in-kind contributions, or loans, to a municipal campaign committee or fund of any candidate for, or holder of, a public office within PRINCETON having ultimate responsibility for the award of this Agreement, or campaign committee financially supporting such candidate or officeholder, or to any political action committee (PAC) that engages in the support of municipal elections and/or municipal parties, or to any PRINCETON or Mercer County party committee, between the time of first communications between that business entity and PRINCETON regarding this Agreement and the later of the termination of negotiations or the completion of the Agreement.
- c. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if CONSULTANT receives contracts in excess of \$50,000 from public entities in a calendar year. It is CONSULTANT responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or [www.elec.state.nj.us](http://www.elec.state.nj.us).

7. Insurance; Hold Harmless.

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

8. Complete Agreement. This Agreement and any attachments hereto or incorporated by reference represents the entire contract between the parties and

shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

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

**ATTEST:**

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

\_\_\_\_\_  
Linda S. McDermott, Clerk

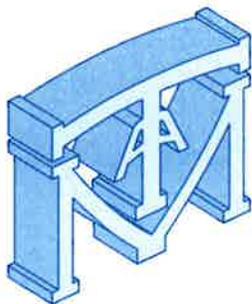
By: \_\_\_\_\_  
Liz Lempert, Mayor

**MELICK-TULLY AND ASSOCIATES,  
P.C.**

\_\_\_\_\_

By: \_\_\_\_\_

## EXHIBIT A



**MELICK-TULLY  
AND ASSOCIATES, P.C.**  
GEOTECHNICAL ENGINEERS AND  
ENVIRONMENTAL CONSULTANTS

**Principals:**  
EUGENE M. GALLAGHER JR., P.E.  
ROBERT E. SCHWANKERT, P.E.  
TODD E. HOROWITZ, P.E.  
MARK R. DENNO, P.E.  
CHRISTOPHER P. TANSEY, P.E.

**Senior Associates:**  
RICHARD D. LEV, CPG, LSRP  
JAMES H. BEATTIE, P.E.

**Consultant:**  
RAYMOND J. TULLY, P.E.

November 22, 2016

Municipality of Princeton  
400 Witherspoon Street  
Princeton, New Jersey 08540

Attention: Ms. Deanna Stockton, P.E., CME  
Municipal Engineer

**Proposal  
Geotechnical Fill Testing  
Environmental Excavation Backfill  
Princeton Emergency Services Site  
Princeton, New Jersey  
Municipality of Princeton**

### **Introduction**

In accordance with our discussions, Melick-Tully and Associates, P.C. (MTA) is pleased to present this proposal to provide geotechnical field density testing during backfilling of an excavation performed for environmental remedial activities at the Princeton First Aid and Rescue Squad building site located in Princeton, New Jersey. The excavation will reportedly be backfilled with compacted dense graded aggregate or suitable excavated material. The site is bordered by Route 206 to the west, Cherry Hill Road to the north, Witherspoon Street to the east, and Valley Road to the south.

### **Discussion**

The environmental work would reportedly consist of excavating impacted soils and replacing them from a selected area of the site with imported compacted dense graded aggregate compacted fill, some of which may support new site improvements. While the environmental work is being evaluated by EMA, the municipality is reportedly responsible for monitoring the compaction of the backfill materials, and MTA has been requested to provide a proposal to observe and perform field density tests during compaction of the dense graded aggregate backfill or excavated on-site soils if deemed appropriate based on the material type and planned use of the area.

MTA has recently been authorized to perform test pit investigation work to aid in the design of the proposed Princeton First Aid and Rescue Squad facility in Princeton, New Jersey. As discussed, our work could be performed with a backhoe provided by the Municipality of Princeton or the remediation contractor to save money for that investigation. Our work would require the use of a backhoe for most of one day. Please let us know if Princeton would provide, or would have the remediation contractor supply a backhoe or whether we should schedule our investigation work independently.

### **Purpose and Scope of Work**

The purpose of our services would be to provide geotechnical testing during the backfilling operation. A representative of MTA who would be present at the site on an as-requested basis to observe and test the installation of the compaction of the DGA backfill or excavated on-site soils if deemed appropriate based on the planned use of the excavated area.

Prior to the start of fill placement, a sample of the proposed DGA fill material would have to be provided to us, and we would perform laboratory compaction and gradation analyses on the materials. Samples of excavated on-site soils deemed free of contamination by others may also be subject to testing if potentially suitable for reuse as fill. The results of these tests would be used as a guide in judging the effectiveness of the compaction operations during construction.

During the work, MTA would perform field density testing during the placement of the compacted backfill. The results of these tests would be provided to the contractor's representative at the time they are taken so that additional compaction can be provided if needed. This proposal assumes there are no environmental restrictions or special health and safety requirements or protection needed for our work.

Upon completion of the backfilling, MTA would provide a summary letter report which would contain the results of our field and laboratory tests. Our field representatives would be supervised by a Professional Engineer from our office who is licensed in the State of New Jersey.

### **Fee**

Our fee for providing these services would be computed on a time and expense basis in accordance with the attached Schedule of Charges and General Conditions. As the duration of work will be directly dependent upon your request for services as well as the field conditions and the contractor's rate of progress, over which we have no control, it is not possible for us to accurately estimate our fee.

For preliminary budgeting purposes, however, we believe the following to be a reasonable approximation of our fee, based on your estimated duration of ten 8-hour days of backfill testing work and on the unit prices shown on the attached schedule.

<b>Item</b>	<b>Unit Price</b>	<b>Approximate Unit</b>	<b>Estimated Amount</b>
MTA Field Representative	\$720/day*	10 days	\$7,200
Periodic Site Visits	\$87/hr.**	0 hours	\$0
Laboratory Compaction and Gradation Analysis (on-site soil or DGA)	\$270/sample	3 samples	\$810
Project Management/Letter Report Preparation	Time & Expense	\$1,200 Allowance	\$1,200
Estimated Total:			\$9,210

\*includes all field testing services and travel expenses

\*\*plus travel expenses of approximately \$25/visit

**Conditions**

The terms and conditions of our contract and work are subject to our standard Schedule of Charges and General Conditions, a copy of which is attached. During the course of the work, we would provide Worker's Compensation Insurance as required by law and Bodily Injury and Property Damage Insurance in the amount of \$5,000,000.

The presence of our field representative on the site will be for the purpose of providing geotechnical field testing of the requested backfilling compaction and installation activities only. Our representative will not be responsible for the direction, supervision, scheduling or layout of the actual work of the contractors, their employees or agents, or be responsible for job safety. Our observations and tests would be approximately located relative to field stakeout provided by others, where available.

The presence of our field representative on the site or any reports or letters issued by our office will not undertake a guarantee of the construction work, nor will it relieve the contractor of his responsibility to produce a completed project conforming to the contract documents. Neither the presence of our field representative nor the observation and testing performed by our firm shall excuse the contractor for any defects discovered in his work. Our work would not include any environmental evaluation and assumes that no special environmental health and safety requirements are needed to perform the tests.

It has been a pleasure to prepare this proposal, and we look forward to assisting you in this work. If the terms and conditions described above meet with your approval, you may indicate your acceptance of this agreement by returning one signed copy.

Please do not hesitate to contact us if you have any questions regarding this proposal.

Very truly yours,

MELICK-TULLY and ASSOCIATES, P.C.



Robert E. Schwankert, P.E.  
Vice President

RES/nac  
(2 copies submitted)

**ACCEPTED**

For: \_\_\_\_\_  
(Type or Print Name of Payer)

By: \_\_\_\_\_  
(Type or Print Name of Authorized Representative)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**

**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 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, 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), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form 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.

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

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 meet targeted county employment goals established in accordance with 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 and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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 the Municipality, 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 the Municipality, 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 the Municipality of any prior violation of this section of the contract.

## **EXHIBIT C**

### **BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS**

**A. Business Registration**

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

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

**B. Sales and Use Tax**

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



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Engineering

**RESOLUTION 16-336**

---

**Professional Services Agreement in the Not to Exceed Amount of \$10,450.00 with Petry Traffic and Transportation Engineering, LLC for Traffic Engineering Services for the Closure of the Terhune Road Access to US Route 206 to Provide for Lot Consolidation**

WHEREAS, the municipality of Princeton desires to retain the services of a professional Traffic Engineer for purposes of acquiring a New Jersey Department of Transportation highway access permit to close Terhune Road at US Route 206 on behalf of Princeton; and

WHEREAS, Petry Traffic and Transportation Engineering, LLC has provided a proposal to Princeton for purposes of performing the sought-after traffic engineering services for the not to exceed contract amount of ten thousand four hundred fifty dollars and no cents (\$10,450.00) and term of one year; and

WHEREAS, Princeton has a need to acquire these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law” and in connection therewith, Petry Traffic, LLC has completed and filed with Princeton the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8, Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 and affidavit pursuant section 2-87 of the Princeton Code (collectively, the “Pay-to-Play Forms”); and

WHEREAS, the agreement shall be for an amount not to exceed \$10,450.00, as more specifically detailed in Petry Traffic’s proposal; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said services; and

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

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

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Petry Traffic and Transportation Engineering, LLC for traffic engineering

services, consistent with this Resolution and the above “Whereas” clauses.

2. The agreement is awarded without competitive bidding as a professional services agreement as authorized under *N.J.S.A.* 40A:11-5(1)(a)(i).
3. Petry Traffic, LLC shall be paid a fee not to exceed \$10,450.00. The term of the agreement shall be one year.
4. A copy of this Resolution, the Pay-to-Play Forms and the agreement shall be placed on file in the Office of the Clerk.
5. A notice of this action shall be published in the official newspaper as required by law.

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

I, Kathleen K. Brzezynski, Municipal Deputy 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 November 28, 2016.

---

Kathleen K. Brzezynski, Municipal Deputy Clerk

**ATTACHMENTS:**

- PSA Memo for Petry - Terhune Road closure permit (DOCX)
- Petry PSA for Terhune Road Closure Permits 11-2016 (DOCX)
- Petry PSA for Terhune Road Closure Permit (PDF)
- Exhibits B and C to Standard PSA (DOCX)



*Municipality of Princeton*

*Witherspoon Hall  
400 Witherspoon Street  
Princeton, NJ 08540-3496*

*Office of the Engineer  
Telephone (609)921-7077  
Facsimile (609) 688-2026*

*DEANNA STOCKTON, P.E., C.M.E.  
Municipal Engineer  
[dstockton@princetonnj.gov](mailto:dstockton@princetonnj.gov)*

**MEMORANDUM**

**DATE:** November 22, 2016

**TO:** Marc D. Dashield, Administrator

**FROM:** Deanna Stockton, P.E., C.M.E., Municipal Engineer

**RE:** Professional Services Agreement with Petry Traffic Engineers LLC for a Not to Exceed Amount of \$10,450.00 for Traffic Engineering Services Related to the Closure of the Terhune Road Access to US Route 206

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Attached please find a proposal dated November 22, 2016 in the not to exceed amount of \$10,450.00 from Petry Traffic Engineers LLC for traffic engineering services associated with the closure of Terhune Road at US Route 206. The closure of Terhune Road at US Route 206 is necessary so that the section of Terhune Road between Mount Lucas Road and US Route 206 may be closed off to accommodate the development of the Princeton First Aid and Rescue Squad (PFARS) proposed new facilities at this location.

Services provided will include a pre-application meeting with the New Jersey Department of Transportation (NJDOT), and the preparation and submittal of a NJDOT highway occupancy minor access permit application and supporting documentation. Services not included in this recommendation are the preparation of a traffic control plan (Task 3) and construction administration (Task 5). Princeton Engineering Department will prepare improvement plans and traffic control plans for the physical closure of Terhune Road. Access permits may take up to one year for issuance by NJDOT and the recipient is required to complete the permitted improvements within one year of receipt of the permit.

This proposal is the third proposal related to the PFARS development:

- In July 2014, a traffic signal analysis was conducted for the intersection of US Route 206 and Valley Road at a cost of \$36,200.00. Subsequent to the submittal of the traffic signal warrant report, NJDOT committed to designing and constructing the following improvements: upgrading the Cherry Hill Road / US Route 206 traffic signal, installing a third lane on the eastern leg of Cherry Hill Road, and installing an emergency traffic signal at Valley Road / US Route 206 to accommodate emergency vehicle pre-emptions.
- In May 2016, Council approved a \$12,825.00 contract to evaluate the proposed NJDOT traffic signal improvements at the US Route 206 intersections with Valley Road and Cherry Hill Road.

- The current proposal for \$10,450.00 will provide NJDOT permits for the closure of Terhune Road to support the PFARS development and the NJDOT traffic signal modifications. Construction costs to perfect the closure are not included.

It is anticipated that additional traffic engineering services will be required for the following permitting and construction plan preparation work related to the PFARS development:

- Replacement traffic signal at the Valley Road / Witherspoon Street / Mount Lucas Road intersection.
- Widening and improvement of Mount Lucas Road (Cherry Hill Road – Witherspoon Street) and Valley Road (US Route 206 – Witherspoon Street).
- Interconnection of the traffic signals at US Route 206 / Valley Road, US Route 206 / Cherry Hill Road and Valley Road / Witherspoon Street / Mount Lucas Road.
- Upgrading of the proposed NJDOT emergency traffic signal at Valley Road / US Route 206 to become a full-functioning traffic signal for all travel movements.

Funding responsibilities for these additional services and future construction costs will be subject to a Memorandum of Understanding between PFARS and Princeton.

Council's consideration in approving a professional services agreement providing for these services at its November 28, 2016 meeting will be appreciated. Sandra Webb, CFO, has confirmed that funds are available in account 04-215-15-007-076-341 to fund this agreement.

Please contact me or Alina Ferreira, P.E., Assistant Engineer, if you have any questions.

#### Attachments

Cc: Mayor and Council  
Sandra Webb, CFO  
Linda S. McDermott, Clerk  
Alina Ferreira, P.E., Assistant Engineer  
John Jahr, P.E., Petry Traffic, LLC

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement" or "agreement") entered into this \_\_\_ day of \_\_\_\_\_ 201\_ 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 Petry Traffic and Transportation Engineering, LLC, 155 Passaic Avenue, Fairfield, New Jersey 07004 (hereafter referred to as "CONSULTANT").

### WITNESS

WHEREAS, PRINCETON desires to obtain professional services including a pre-application meeting with the New Jersey Department of Transportation (NJDOT), and the preparation and submittal of a NJDOT highway occupancy minor access permit application and supporting documentation; and

WHEREAS, on November 22, 2016, CONSULTANT provided a written proposal to PRINCETON for purposes of performing the sought-after professional services to PRINCETON, a copy of which is attached as Exhibit A hereto; and

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

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

1. Scope of Services. CONSULTANT shall use its best efforts to perform professional services and other related duties as follows: pre-application meeting with the New Jersey Department of Transportation (NJDOT), and the preparation and submittal of a NJDOT highway occupancy minor access permit application and supporting documentation. The specific tasks involved in these services are more fully set forth in the CONSULTANT'S proposal, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT'S proposal and this Agreement, the terms of this Agreement shall control.
2. Term.
  - a. This Agreement shall become effective on \_\_\_\_\_, 201\_ and shall terminate on \_\_\_\_\_, 2017, subject to the termination provisions set forth in subsection 2b. below.

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

3. Compensation; Manner of Payment.

- a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed ten thousand four hundred fifty dollars and no cents (\$10,450.00), subject to annual budgetary appropriations.
- b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit A. CONSULTANT shall give written notice to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the compensation set forth in paragraph 3a.
- c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of an audited and approved voucher.

4. Affirmative Action/Equal Employment. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit B.

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

6. Political Contributions.

- a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of 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, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution, that is reportable 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 of the municipality of PRINCETON

when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.

- b. In accordance with section 2-87 of the Princeton Code, CONSULTANT shall not make or solicit any contribution of money, or pledge of a contribution, including in-kind contributions, or loans, to a municipal campaign committee or fund of any candidate for, or holder of, a public office within PRINCETON having ultimate responsibility for the award of this Agreement, or campaign committee financially supporting such candidate or officeholder, or to any political action committee (PAC) that engages in the support of municipal elections and/or municipal parties, or to any PRINCETON or Mercer County party committee, between the time of first communications between that business entity and PRINCETON regarding this Agreement and the later of the termination of negotiations or the completion of the Agreement.
- c. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if CONSULTANT receives contracts in excess of \$50,000 from public entities in a calendar year. It is CONSULTANT responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or [www.elec.state.nj.us](http://www.elec.state.nj.us).

7. Insurance; Hold Harmless.

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

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

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

**ATTEST:**

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

\_\_\_\_\_  
Linda S. McDermott, Clerk

By: \_\_\_\_\_  
Liz Lempert, Mayor

**Petry Traffic and Transportation  
Engineering, LLC**

By: \_\_\_\_\_  
John Jahr, P.T.P., T.S.O.S., Principal



November 22, 2016

**VIA E-MAIL**

[dstockton@princetonnj.gov](mailto:dstockton@princetonnj.gov)

Deanna Stockton, P.E., C.M.E.  
Municipal Engineer  
Municipality of Princeton  
400 Witherspoon Street  
Princeton, NJ 08540  
609-921-7077 x 1138 (office)  
609-688-2026 (facsimile)

Re: Proposal for Professional Traffic Engineering Services  
Terhune Road Closure Permit  
Municipality of Princeton, Mercer County, New Jersey  
PT Proposal No. 161037A

Petry Traffic and Transportation Engineering is pleased to submit this proposal for Professional Traffic Engineering Services associated with the closure of Terhune Road at State Route 206, in the Municipality of Princeton, Mercer County, New Jersey. It is our understanding that the plans are being Prepared by Van Note Harvey Associates who will supply us with any needed survey and/or plans to make the necessary submission to NJDOT. The following outlines our anticipated scope of services:

This proposal is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV – Client Contract Authorization

**SECTION I – SCOPE OF SERVICES**

Petry Traffic and Transportation Engineering proposes to provide professional services for the improvements as described below.

155 Passaic Avenue, Fairfield, New Jersey 07004  
973-227-7005  
973-227-7074 (fax)  
[www.petrytraffic.com](http://www.petrytraffic.com)



## **TASK 1 – NJDOT PRE-APPLICATION MEETING REQUEST**

The purpose of this meeting is simply to provide the means to request an expedited permit review and provide both NJDOT and our team an opportunity to outline our expectations. NJDOT access permits can take between 3 Months to 1 year to perfect. Also we would like to clarify the NJDOT position on various other aspects of the project and this could provide an opportunity to review those matters.

In accordance with Section 16:47-4.13 of the NJAC, applicants may request a pre-application conference with the Regional Permits Office. Four (4) copies of a request letter shall be sent to the Regional Permits Office and shall include the following information:

1. Name of Applicant;
2. Lot location noting route, direction, milepost, municipality, and county;
3. Size and type of each different existing and proposed land use;
4. Sketch plan of site, access, and highway improvement schemes under consideration;
5. Trip generation, distribution and assignment to the driveways and streets for each land use and time period analyzed;
6. Opening date or staging for development;
7. Build out year;
8. Suggested agenda for pre-application meeting;
9. Involvements with Department electrical facility, such as, but not limited to a traffic signal or highway lighting;
10. Copy of tax map showing block number, lot number and lot lines;
11. Names and titles of people anticipated to attend the pre-application meeting; and,
12. Evidence that the current property owner was notified of the meeting.

Attendance of the pre-application meeting is included.

**Lump Sum Fee**

**\$950.00**



## **TASK 2 - NJDOT HIGHWAY OCCUPANCY PERMIT APPLICATION**

Petry Traffic will prepare application forms and supporting documents in accordance with the New Jersey State Highway Management Code (NJAC), and coordinate the submission of the same with representatives of the Department.

This phase of work shall include the preparation of the Minor Access Permit Application and supporting traffic documents in accordance with NJAC Section 16:47-4.8 for submission to the NJDOT. Applications shall be accompanied by six (6) copies of the detailed plans to a scale of 1 inch equal 30-feet or one inch equals 50-feet. The code requires the following information be submitted within the plan set and with the application:

1. Lot location map (The Key map must reference at least two cross streets on each side of the lot, milepost, north arrow and scale);
2. Copy of tax map showing block number, lot number and lot lines;
3. Right-of-way line from Department desirable typical section;
4. Topography showing all highway features within 500 feet (150 meters) of the lot frontage on both sides of undivided roads and up to the centerline on divided roads;
5. Setback and location of structures;
6. Curb - existing and proposed;
7. Sidewalks - existing and proposed;
8. Trees within Department right-of-way;
9. Signs - regulatory, warning, directional, and private;
10. Utility poles;
11. Highway electrical installations;
12. Locations of all lot driveways - existing and proposed;
13. Driveway width;
14. Driveway alignment with respect to the highway;
15. Curblin openings (Closure);
16. Edge clearance;
17. Type of driveway and apron construction (concrete or bituminous);
18. Contours - existing and proposed;
19. Corner clearance;
20. Driveway and island radii;
21. Percentage of traffic anticipated to use each access point on the lot;
22. Number of lanes on the highway;
23. Speed-change lanes (acceleration, deceleration, left turn slots);
24. Lane and shoulder widths;
25. Typical pavement sections (within Department right-of-way) - existing and proposed, including cross slopes, widths, pavement types and thicknesses;
26. Location of centerline on undivided highways and median of divided highways;
27. Location of existing median openings on divided highways;
28. Location of existing driveways on opposite side of undivided highways;



29. Dimensions from the lot line to the edge of pavement;
30. Number of new units for residential use; rooms for hotels and motels; square footage for retail, office, or warehouse; or appropriate unit of measure for other land use;
31. Parking facilities and internal traffic circulation;
32. Highway traffic striping - existing and proposed;
33. Construction details;
34. Justification for exceptions to design standards;
35. Length of lot frontage along highway;
36. Distance to nearest traffic signal if less than 250 feet (75 meters) - preceding (in feet or meters), following (in feet or meters);
37. Zoning designation for lot;
38. Waivers requested;
39. Location of any access easements on the lot;
40. Applicability of the Pinelands Act;
41. A copy of the current deed for the lot.

Please note this phase of our scope includes the review and receipt of NJDOT permits, distribution of permits, and resubmission of signed permits. This phase does not, however, include addressing comments which may be issued by NJDOT, as part of the review process. Should NJDOT issue review comments that extend beyond the scope of this proposal, a separate proposal will be prepared to provide the necessary services.

Fee is comprised of the following:

- Preparation of the Permit Application
- Preparation of the necessary supporting plans (Base map by others)
  - Includes all noted above supporting information items 1 thru 41
- Coordination with your office and NJDOT on application submission and assembly of application supporting materials

**Lump Sum Fee**

**\$5,500.00**

Comments issued by NJDOT on the applications that require additional work by Petry Traffic would be considered above and beyond the scope of services listed herein. Additionally, this Scope of Services does not include the preparation of Traffic Control Plans. Should additional work be required by NJDOT, a separate proposal will be prepared for your review prior to commencement of extra work activities. Please note that your office must provide the necessary permit and application fees required by NJDOT.

**Fee (Suggested Budget \$2,500.00)**

**Time and Material**



**TASK 3 – NJDOT TRAFFIC CONTROL PLANS**  
**(Removed from scope)**

Site specific Traffic Control Plans shall be provided by the Municipality.

**TASK 4 – NJDOT PERMIT COORDINATION**

Once the NJDOT Permit application has been submitted, our office will follow up with the Department during completeness review and the review of the application and provide the client with regular updates on the permit status. Our office will also coordinate obtaining the permits for signature and the resubmission of the signed permit and final plans to NJDOT for the execution of the permit.

**Fee (Est \$1,500)**

**Time and Material**



**PHASE 5 – NJDOT Construction Administration (Optional)**

NJDOT will require a NJDOT approved resident engineer to oversee the construction. In order to start construction within the State Right of Way the resident engineer will arrange a preconstruction meeting with NJDOT. Please be advised that in order for Petry Traffic to perform construction administration services and to assist you with the completion of construction within NJDOT jurisdiction, we will perform the following services:

- Coordinate between the contractor and NJDOT.
- Coordinate with the regional permit office for construction and closeout.
- We will provide assistance in the review and approval of shop drawings.
- We will perform on-site inspections for certification to NJDOT.
- We will attend meetings as required by both the contractor and NJDOT to facilitate expedient construction of your project.
- We shall provide part time construction inspection (NJDOT Resident Engineer) services.

We anticipate the cost for these services will be in the range of \$2,500 to \$7,000. These services will be billed on a time and material basis in accordance with our general provisions for professional services attached herewith.

**Fee (Suggested Budget \$2,500.00)**

**Time and Material**



## **SCHEDULE OF FEES**

The Fee Proposal includes all of the tasks outlined in the Scope of Services. Based upon the foregoing scope of services, we offer the following Fee. As you know, we can only estimate the effort of the contractor on the project. If the contractor should take significantly longer than estimated to perform the services, or if unforeseen conditions occur, we may require additional compensation.

TASK 1.0 NJDOT Pre-application meeting request	\$950
TASK 2.0 NJDOT Permit Application	\$5,500
TASK 2.1 NJDOT Comment Resolution (Est \$2,500)	T&M
TASK 3.0 NJDOT Traffic Control Plans	-0-
TASK 4.0 NJDOT Permit Coordination (Est \$1,500)	T&M
TASK 5.0 NJDOT Construction Administration (Est \$2,500)	T&M
Expenses (Printing, postage, Mileage, etc.)	Est \$500

The fees above include the completion of services as outlined in the scope of services. Petry Traffic and Transportation Engineering reserves the right to modify this proposal based upon final acceptance of your office.

This Scope of Service is subject to the terms, conditions and exclusions as noted herein. Hourly Rates and reproduction costs will be in accordance with the attached Schedule of Hourly Rates and fees. If extra services become necessary then Petry Traffic and Transportation Engineering may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra service.

## **EXCLUSIONS AND UNDERSTANDINGS**

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Services not specifically outlined above in Section I;
- All out-of-pocket expenses including, but not limited to, application fees, permit fees laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries will be charged at cost and passed on to you for payment.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Petry Traffic may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.



## **SECTION II – BUSINESS TERMS AND CONDITIONS**

Petry Traffic LLC agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Petry Traffic LLC and said Client.

### **1.0 SCOPE OF SERVICES:**

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Petry Traffic LLC will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Petry Traffic LLC may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Petry Traffic LLC reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

### **2.0 STANDARD OF CARE:**

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. **NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.**

### **3.0 INVOICES:**

Petry Traffic LLC bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Petry Traffic LLC reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Petry Traffic LLC reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Petry Traffic LLC are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Petry Traffic LLC for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

### **4.0 PAYMENT:**

Petry Traffic LLC bills are payable in full UPON RECEIPT and **payment is expected within thirty (30) days**. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Petry Traffic LLC reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Petry Traffic LLC. Petry Traffic LLC will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Petry Traffic LLC will withdraw all pending applications for the project.

### **5.0 RETAINER:**

**Petry Traffic LLC reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.**

### **6.0 RIGHT OF ENTRY/JOBSITE:**

Client will provide for right of entry for Petry Traffic LLC personnel and equipment necessary to complete our services. While Petry Traffic LLC will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Petry Traffic LLC all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Petry Traffic LLC for proper performance of its services. Petry Traffic LLC shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Petry Traffic LLC assumes no responsibility or liability for their accuracy or completeness.

Petry Traffic LLC will not direct, supervise, or control the work of Client's contractors or their subcontractors. Petry Traffic LLC shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Petry Traffic LLC's services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Petry Traffic LLC shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Petry Traffic LLC or its employees or subcontractors on a site shall imply that Petry Traffic LLC controls the operations of others, nor shall this be construed to be an acceptance by Petry Traffic LLC of any responsibility for jobsite safety.



**7.0 UTILITIES:**

In the execution of our services, Petry Traffic LLC will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Petry Traffic LLC harmless and defend and indemnify Petry Traffic LLC for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

**8.0 TERMINATION OR SUSPENSION OF SERVICES:**

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Petry Traffic LLC at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Petry Traffic LLC shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Petry Traffic LLC harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Petry Traffic LLC shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Petry Traffic LLC may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Petry Traffic LLC in completing such analyses, records and reports.

**9.0 SUBCONTRACTORS:**

Petry Traffic LLC prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Petry Traffic LLC does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Petry Traffic LLC its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Petry Traffic LLC agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Petry Traffic LLC to the Client.

**10.0 AGREED REMEDY:**

Petry Traffic LLC shall be liable to the Client only for direct damages to the extent caused by Petry Traffic LLC 's negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL PETRY TRAFFIC LLC BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Petry Traffic LLC has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Petry Traffic LLC and Petry Traffic LLC 's officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Petry Traffic LLC 's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Petry Traffic LLC under this Agreement, not including reimbursable expenses and any subconsultant fees rendered on the project.

It is intended by the parties to this Agreement that Petry Traffic LLC 's services in connection with the project shall not subject Petry Traffic LLC 's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Petry Traffic LLC, a New Jersey corporation, and not against any of Petry Traffic LLC 's employees, officers or directors.

**11.0 LIABILITY TO THIRD PARTIES:**

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Petry Traffic LLC harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Petry Traffic LLC

**12.0 INDEMNIFICATION:**

Petry Traffic LLC shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Petry Traffic LLC and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Petry Traffic) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Petry Traffic or any claims against Petry Traffic arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Petry Traffic is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Petry Traffic from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Petry Traffic which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.



To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Petry Traffic This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Petry Traffic of obligations under this Agreement.

**13.0 ASSIGNS:**

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Petry Traffic LLC Petry Traffic LLC shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Petry Traffic LLC, increase Petry Traffic LLC 's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Petry Traffic LLC , and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Petry Traffic LLC Petry Traffic LLC 's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Petry Traffic LLC because of this Agreement of Petry Traffic LLC 's performance or nonperformance of services hereunder.

**14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:**

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Petry Traffic LLC are and remain the property of Petry Traffic LLC as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Petry Traffic LLC 's Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Petry Traffic LLC, or for future modifications to this project, without Petry Traffic LLC 's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Petry Traffic LLC will be at the Client's sole risk and without liability to Petry Traffic LLC or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Petry Traffic LLC from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Petry Traffic LLC shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Petry Traffic LLC makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Petry Traffic LLC and Petry Traffic LLC 's consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Petry Traffic LLC, shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

**15.0 GENERAL CONDITIONS:**

Petry Traffic LLC shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Petry Traffic LLC 's services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Petry Traffic LLC , could not have been reasonably foreseen and provided for, such delay will entitle Petry Traffic LLC to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Petry Traffic LLC will notify Client of particulars, and Client will pay for such increase. When such delays beyond Petry Traffic LLC 's reasonable control occur, the Client agrees that Petry Traffic LLC shall not be responsible for damages, nor shall Petry Traffic LLC be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

**16.0 ENTIRE AGREEMENT:**

This Agreement comprises the final and complete Agreement between the Client and Petry Traffic LLC It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Petry Traffic LLC

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



**SECTION III – 2016 RATE SCHEDULE**

**TECHNICAL STAFF RATES**

<b>BILLING TITLES</b>	<b>HOURLY RATES</b>
Principal.....	195.00
Senior Technical Director.....	190.00
Senior Project Professional.....	185.00
Senior Project Manager .....	180.00
Project Professional .....	175.00
Technical Director .....	170.00
Project Manager.....	155.00
Senior Project Specialist.....	150.00
Senior Technical Professional .....	145.00
Project Specialist .....	140.00
Senior Technical Specialist.....	135.00
Technical Professional.....	130.00
Senior Specialist .....	125.00
Technical Specialist.....	115.00
Specialist.....	105.00
Senior Data Technician.....	95.00
Senior Technical Assistant .....	85.00
Technical Assistant.....	75.00
Data / Field Technician.....	65.00
Survey Crew – 2 Man .....	200.00
Survey Crew – 1 Man.....	170.00
Expert.....	250.00
Sr. LSRP .....	225.00
LSRP.....	190.00

**REIMBURSABLE EXPENSES**

General Expenses.....	Cost + 15%
Travel (Hotel, Airfare, Meals) .....	Cost + 15%
Sub-Consultants/Sub-Contractors.....	Cost + 15%
Mileage Reimbursement* .....	0.56 / Per Mile
Plotting .....	3.50 / Each
Computer Mylars / Color Plots.....	45.00 / Each
Photo Copies.....	0.10 / Each
Color Photo Copies.....	1.50 / Each
Document Binding .....	3.00 / Each
Compact Disk CD/DVD.....	75.00 / Each
Exhibit Lamination (24” x 36” or larger) .....	50.00 / Each

\* Mileage reimbursement subject to change based upon IRS standard mileage rate.

RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2016



**SECTION IV – CLIENT CONTRACT AUTHORIZATION**

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

If you find this proposal acceptable, **please sign where indicated above in Section IV, return one signed copy to this office** as a formal notice-to-proceed. Invoices are due within 30 days. This proposal is valid until December 1, 2016.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,  
PETRY ENGINEERING  
  
John Jahr, P.T.P., T.S.O.S.  
Principal  
732-236-7557

JJJ

cc: Alina Ferreira, PE

<https://d.docs.live.net/d983a9e46d5e19e1/161037-princeton-twp-hop/driveway-closing-permit-2.docx>

**EXHIBIT B**

**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 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, 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), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form 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.

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

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 meet targeted county employment goals established in accordance with 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 and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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 the Municipality, 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 the Municipality, 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 the Municipality of any prior violation of this section of the contract.

## EXHIBIT C

### BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

#### A. Business Registration

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

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

#### B. Sales and Use Tax

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



**RESOLUTION 16-337**

---

**One-year Contract Extension with Eastern Armored Services, Inc. for Armored Car Services in the amount of \$100,224.00 From January 1, 2017 to December 31, 2017**

**WHEREAS**, the Municipality of Princeton has determined the need for Armored Car Services; and

**WHEREAS**, the Municipality solicited bid proposals in 2014 for the Armored Car Services until December 31, January 12, 2015, Princeton Council awarded a 24-month contract ending on December 31, 2016 to Eastern Armored Services, Inc. for the following services: 5-day per week transfers from Monument Hall & Witherspoon Building, Processing of Coin Revenue from Municipal Parking Meter Operations, Processing of Cash Cassettes from Municipal Parking Garage Operations, and Processing of Note Safes generated from Alexander Street Dinky Rail Station and Coin Boxes from Alexander Street Parking Meter Operations; and

**WHEREAS**, Eastern Armored Services, Inc. has provided satisfactory service through the term of this contract; and

**WHEREAS**, it is the recommendation of the Municipal Engineer that the Eastern Armored Services, Inc., contract be extended for a twelve-month service period of January 1, 2017 through December 31, 2017, utilizing Bid Item #1A and #2A for 5-day per week transfers at \$15,840.00; Bid Item #1B for Processing of Coin Revenue from Municipal Parking Meter Operations at \$41,076.00; Bid Item #1C for Processing of Cash Cassettes from Municipal Parking Garage Operations at \$28,908.00; and Bid Item #1D for Processing of Note Safes generated from Alexander Street Dinky Rail Station and Coin Boxes from Alexander Street Parking Meter Operations at \$14,400.00; which results in a total annual contract amount of \$100,224.00, which sum represents the same amount under the existing contract; and

**WHEREAS**, the contract, as extended, will be subject to the same terms and conditions set forth in the existing contract between the parties; and

**WHEREAS**, the Municipality's Chief Financial Officer has certified that funds are available for the purposes set forth herein.

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

1. The foregoing “Whereas” clauses are incorporated herein as if fully restated.
2. The existing contract between Princeton and Eastern Armored Services, Inc. of 2145 Nottingham Way, Trenton, N.J. 08650 is hereby extended for an additional twelve-month term, subject to the same terms and conditions set forth in the original contract between the parties.
3. The value of the contract, as extended, shall be \$100,224.00, as set forth in the attached bid tabulation, as recommended by the Municipal Engineer. The Mayor and Municipal Clerk are hereby authorized and directed to execute an amendment to the original contract on behalf of the Municipality.

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

I, Kathleen Brzezynski, Deputy 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 on November 28, 2016.

---

Kathleen Brzezynski, Deputy Clerk

**ATTACHMENTS:**

- 2017 Armored Car Services(DOCX)
- Eastern Armored 2017 contract - amended agreement (DOC)



*Municipality of Princeton*

*Witherspoon Hall  
400 Witherspoon Street  
Princeton, NJ 08540-3496*

*Office of the Engineer  
Telephone (609)921-7077  
Facsimile (609) 688-2026*

*DEANNA STOCKTON, P.E., C.M.E.  
Municipal Engineer  
[dstockton@princetonnj.gov](mailto:dstockton@princetonnj.gov)*

**MEMORANDUM**

TO: Marc D. Dashield, Administrator

FROM: Deanna Stockton, P.E., C.M.E., Municipal Engineer

DATE: November 21, 2016

RE: **One-year Extension of the Eastern Armored Services, Inc. Contract for 2017**

---

Attached for consideration by Council at their November 28, 2016 meeting are the following documents:

- Resolution and One-year Service Contract with Eastern Armored Services, Inc. for Armored Car Services; their current contract expires December 31, 2016.

Eastern Armored Services, Inc. has provided this service to either the Municipality or the former Borough of Princeton for over five years in a satisfactory manner. The current services include the transfer of deposit funds from Monument Hall and Witherspoon Hall, and processing of coin revenue and cash cassettes generated from Municipal Parking operations for meters, the Spring Street Parking Garage, and the parking lot at the Princeton Rail Station on Alexander Street.

The bid received in December 2014 included provisions to create a base contract ending on December 31, 2016, with two twelve-month contract extension options to end on December 31, 2018. Further, the bid proposal sought a price for a Base Bid involving 3-day per week transfers from Monument Hall and Witherspoon Hall, as well as an Alternate Bid providing for additional 2-day per week transfers (if needed) from Monument Hall and Witherspoon Hall. Eastern Armorer's winning bid proposal maintains the same unit cost for the entire four (4) year period.

A detailed breakdown of the Eastern Armored Services, Inc. bid is as follows:

Description	2015-2016 Initial Contract Term Price	2017 Contract Term Price	2018 Contract Term Price
3-day per week transfers from Monument Hall & Witherspoon Hall (BASE BID)	\$780.00 / month \$18,720.00 total	\$780.00 / month \$9,360.00 total	\$780.00 / month \$9,360.00 total

Description	2015-2016 Initial Contract Term Price	2017 Contract Term Price	2018 Contract Term Price
Processing of Coin Revenue from Municipal Parking Meter Operations (BASE BID)	\$3,423.00 / month \$82,152.00 total	\$3,423.00 / month \$41,076.00	\$3,423.00 / month \$41,076.00
Processing of Cash Cassettes from Municipality Parking Garage Operations (BASE BID)	\$2,409.00 / month \$57,816.00 total	\$2,409.00 / month \$28,908.00 total	\$2,409.00 / month \$28,908.00 total
Processing of Note Safes generated from Alexander Street Dinky Rail Station and Coin Boxes from Alexander Street Parking Meter Operations (BASE BID)	\$1,200.00 / month \$28,800.00 total	\$1,200.00 / month \$14,400.00 total	\$1,200.00 / month \$14,400.00 total
<b>TOTAL AMOUNT BASE BID</b>	\$7,812.00 / month \$187,488.00 total	\$7,812.00 / month \$93,744.00 total	\$7,812.00 / month \$93,744.00 total
Additional 2-day per week transfers from Monument Hall & Witherspoon Hall (ADD ALTERNATE BID)	\$540.00 / month \$12,960.00 total	\$540.00 / month \$6,480.00 total	\$540.00 / month \$6,480.00 total
<b>TOTAL AMOUNT BASE BID PLUS ADD ALTERNATE BID</b>	\$8,352.00 / month \$200,448.00 total	\$8,352.00 / month \$100,224.00 total	\$8,352.00 / month \$100,224.00 total

In consideration of the above, it is recommended that this contract be renewed for a twelve (12) month period from January 1, 2017 through December 31, 2017 for the not to exceed amount of \$100,224.00.

Please contact me or Don Mayer-Brown, Project Manager, if there are any questions regarding this memorandum.

#### Attachments

DLS/cc

C: Princeton Mayor and Council  
Trishka W. Cecil, Municipal Attorney  
Sandra Webb, CFO  
Linda S. McDermott, Municipal Clerk  
Donald W. Mayer-Brown, Project Engineer  
Eastern Armored Services, Inc.

## **AMENDMENT TO AGREEMENT**

This Amendment to Agreement (referred to herein as "Amendment" or "Amendment to the Agreement") is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2016, between the Municipality of Princeton, Princeton Municipal Building, 400 Witherspoon Street, Princeton, New Jersey 08540 herein ("Owner"), and

**Eastern Armored Services, Inc.** \_\_\_\_\_ (name of Contractor)  
**2145 Nottingham Way, P.O. Box 8733, Trenton, NJ 08650** \_\_\_\_\_ (address of Contractor)  
(hereinafter referred to as "Contractor").

### WITNESS

WHEREAS, Owner and Contractor entered into an Agreement in or around January 2015 for the transfer of deposit funds from Monument Hall and Witherspoon Hall, and processing of coin revenue and cash cassettes generated from Municipal Parking operations for meters, the Spring Street parking garage, and the parking lot at the Princeton Rail Station on Alexander Street, on behalf of Owner ("Agreement"); and

WHEREAS, the Agreement's initial term is due to terminate on December 31, 2016; and

WHEREAS, the Agreement allows for the parties to extend the Agreement for two separate one-year terms; and

WHEREAS, the Council has adopted a resolution extending the Agreement for an additional one-year term at this time, subject to the same terms and conditions set forth in the existing Agreement.

NOW THEREFORE, IT IS AGREED by and between Owner and Contractor as follows:

### ARTICLE 1. WORK

1.1 The Contractor shall complete all work required as specified or indicated in the contract documents, as amended by this Amendment. The work is generally described as:

#### **ARMORED CAR SERVICES**

The specific items of work for the twelve (12) month term of contract (January 1, 2017 through December 31, 2017) are as follows:

**Bid Item #1A** – 3-day per week transfers from Monument Hall & Witherspoon Hall (Base Bid) at the cost of \$780.00 per month for a total cost of \$9,360.00;

**Bid Item #1B** – Process of Coin Revenue from Municipal Parking Meter Operations (Base Bid) at \$3,423.00 per month and a total cost of \$41,076.00;

**Bid Item #1C** – Processing of Cash Cassettes from Municipality Parking Garage Operations (Base Bid) at \$2409.00 per month and a total cost of \$28,908.00;

**Bid Item #1D** – Processing of Note Safes generated from Alexander Street Dinky Rail Station and Coin Boxes from Alexander Street Parking Meter Operations (Base Bid) at \$1,200.00 per month and a total cost of \$14,400.00; and

**Bid Item #2A** – 2-day per week transfers from Monument Hall & Witherspoon Hall (Add Alternate Bid) at \$540.00 per month for a total cost of \$6,480.00.

**Total Contract Amount = \$100,224.00.**

## ARTICLE 2. ENGINEER

- 2.1 The contract documents have been prepared by Deanna Stockton, P.E., C.M.E., Municipal Engineer, who is hereinafter called the Engineer, and who is to assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the contract documents in connection with completion of the work in accordance with the contract documents.

## ARTICLE 3. CONTRACT TIME

- 3.1 The work will be completed within the date when the contract time commences to run as provided in the general conditions, and completed in accordance with the general conditions within the contract period, as revised by this Amendment.

## ARTICLE 4. CONTRACT PRICE

- 4.1 This contract price for the services provided under this Amendment shall be the amount of \$100,224.00 as detailed in Article 1 above. The Owner shall pay the Contractor for completion of the work included in this contract, for the quantities of work performed, at the prices stipulated in the Resolution of Award hereto attached, and in Article 1 above.

## ARTICLE 5. PAYMENT PROCEDURES

- 5.1 The Contractor shall submit applications for payment in accordance with the general conditions. Applications for payment will be processed by the Owner's Engineer.
- 5.2 Based upon applications for payment submitted to the Owner's Engineer and his recommendation for payment, and the review and recommendation of the Engineer, the Owner will make progress payments on account of the contract price to the Contractor.

## ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

- 6.1 Contractor has familiarized itself with the nature and extent of the contract documents, work, site, locality, and all local conditions and any laws and regulations that may in any manner affect cost, progress, performance or furnishing of the work.
- 6.2 Contractor has visited the site, and has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the work.
- 6.3 Contractor has reviewed and checked all information and data shown or indicated on the contract documents.

## ARTICLE 7. CONTRACT DOCUMENTS

- 7.1 The contract documents are defined in the general conditions. The contract documents form the contract, and all are part of the contract as if attached to the agreement or repeated herein. Contractor covenants that he has read all the documents and will follow them. The contract documents shall also include this Amendment, and the authorizing resolution.

ARTICLE 8. ACCOUNTING RECORDS

8.1 Contractor shall check all materials, equipment and labor entering into the work and shall keep such full and detailed accounts as may be necessary for proper financial management under this agreement.

ARTICLE 9. MISCELLANEOUS

9.1 No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

9.2 Owner and Contractor each binds itself, his partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the contract documents.

In witness whereof, the parties to these presents have executed this Amendment to the Agreement in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

This Amendment to the Agreement will be effective from January 1, 2017 through December 31, 2017.

OWNER:  
**MAYOR AND COUNCIL  
OF THE MUNICIPALITY OF  
PRINCETON**

CONTRACTOR:  
**EASTERN ARMORED SERVICES, INC.**

BY \_\_\_\_\_

BY \_\_\_\_\_  
(CORPORATE SEAL)

ATTEST \_\_\_\_\_

ATTEST \_\_\_\_\_

ADDRESS FOR GIVING NOTICE:  
**PRINCETON MUNICIPAL BUILDING  
400 WITHERSPOON STREET  
PRINCETON, NEW JERSEY 08540**

ADDRESS FOR GIVING NOTICE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(attach evidence of authority,  
attach resolution or other documents  
authorizing execution of agreement)

(if Contractor is a Corporation, attach  
evidence of authority to sign)

CERTIFICATION OF MUNICIPALITY OF PRINCETON ATTORNEY

I have examined the contract documents and bonds and find them to be executed in proper form. I hereby certify that in my opinion the Owner has the authority and powers to execute the foregoing contract.

---

Attorney for Municipality of Princeton



**RESOLUTION 16-338**

---

**One-year Service Contract Extension for the Operation and Maintenance of the Jitney - Commuter Shuttle (freeB) Services to Stout's II, Inc. for a not to exceed amount of \$118,200.00 From January 1, 2017 through December 31, 2017**

**WHEREAS**, the Municipality of Princeton has determined the need for services in connection with a Jitney - Community Shuttle Service with Commuter and Daytime Routes; and

**WHEREAS**, the Municipality solicited bid proposals in 2013 for the operation and maintenance of the Jitney - Community Shuttle Service until December 31, 2017; and

**WHEREAS**, on May 13, 2013, Princeton Council awarded a 31-month contract ending on December 31, 2015 to Stouts II, Inc. for the following services: Commuter Shuttle & Daytime Services, Back Up Service, and Emergency / Special Event Use @ 4 hours and @ 8 hours; and

**WHEREAS**, on December 7, 2015, Princeton Council awarded a 12-month contract extension ending on December 31, 2016; and

**WHEREAS**, Stout's II has provided satisfactory service through the term of this contract; and

**WHEREAS**, it is the recommendation of the Municipal Engineer that the Stout's II, Inc. contract be extended for a twelve-month service period of January 1, 2017 through December 31, 2017, utilizing Bid Items #1B of Commuter Shuttle & Daytime Service at \$99,900.00; Base Bid Item #2B for 25 days of Back-up Vehicle Service, at \$300.00/day, or \$7,500.00; and Base Bid Item #3Bi for 15 days of Emergency/Special Event Use at 4 hours each, at \$240.00/use, or \$3,600.00; and Base Bid Item #3Bii for 15 days of Emergency/Special Event Use at 8 hours each, at \$480.00/use, or \$7,200.00, which sums represent the same amounts under the existing contract; and

**WHEREAS**, the contract, as extended, will be subject to the same terms and conditions set forth in the existing contract between the parties; and

**WHEREAS**, the Municipality's Chief Financial Officer has certified that funds are

available for the purposes set forth herein.

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

1. The foregoing “Whereas” clauses are incorporated herein as if fully restated.
2. The existing contract between Princeton and Stout’s II, 20 Irven Street, Trenton NJ 08638, for Jitney - Community Shuttle Service is hereby extended for an additional twelve-month term, subject to the same terms and conditions set forth in the original contract between the parties.
3. The value of the contract, as extended, shall be \$118,200.00, as set forth in the attached bid tabulation, as recommended by the Municipal Engineer. The Mayor and Municipal Clerk are hereby authorized and directed to execute an amendment to the original contract on behalf of the Municipality.

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

I, Kathleen Brzezynski, Deputy 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 on November 28, 2016.

---

Kathleen Brzezynski, Deputy Clerk

**ATTACHMENTS:**

- 2017 freeB contract renewals memorandum (DOCX)
- Stouts 2017 agreement (DOC)



## *Municipality of Princeton*

*Witherspoon Hall  
400 Witherspoon Street  
Princeton, NJ 08540-3496*

*Office of the Engineer  
Telephone (609)921-7077  
Facsimile (609) 688-2026*

*DEANNA STOCKTON, P.E., C.M.E.  
Municipal Engineer  
[dstockton@princetonnj.gov](mailto:dstockton@princetonnj.gov)*

### **MEMORANDUM**

**TO:** Marc D. Dashield, Administrator

**FROM:** Deanna Stockton, P.E., C.M.E., Municipal Engineer

**DATE:** November 22, 2016

**RE:** **2017 freeB Shuttle Service Contracts**

---

Attached for consideration by Council at their November 28, 2016 meeting are the following documents:

- Resolution and One Year Services Contract with Greater Mercer TMA, Inc. for the administration of the freeB shuttle service; their current contract expires December 31, 2016.
- Resolution and One Year Contract with Stout's II, Inc. for the operation and maintenance of the freeB shuttle service; their current contract expires December 31, 2016.

Greater Mercer TMA has provided professional services for the marketing and administration of the freeB shuttle since 2011. These current services include preparing brochures; handling customer service; providing and analyzing ridership and capacity data; routing and scheduling; passenger surveys; and establishing policies and procedures for passengers and the operator. Additionally, Greater Mercer TMA staff participate in the Public Transit Advisory Committee. The proposed 2017 fee of \$460 per month remains steady with their 2016 rates. Under the 2017 contract, Greater Mercer TMA will evaluate the freeB routes to capture more in-town workers, look at options for increasing ridership, and coordinate overall efforts with the GoPrinceton campaign.

Stout's Inc. has consistently been the lowest responsive and responsible bidder for the operation and maintenance contract since the freeB inception in 2009. When the contract was rebid in 2013, provisions were included to create a base contract ending on December 31, 2015 with two twelve-month contract extension options to end on December 31, 2017. Stout's winning bid proposal maintains the same unit cost for the following bid items for the entire four and a half (4 ½) year period: commuter and daytime service, back up service, and emergency / special event use for 4 hour and 8 hour sessions. The proposed 2017 contract for these services is \$118,200.00.

In consideration of the above, it is recommended that these contracts be renewed for a twelve (12) month period from January 1, 2017 through December 31, 2017 for the following not to exceed amounts:

- Greater Mercer TMA, Inc. shuttle service administration - \$5,520.00
- Stout's II, Inc. shuttle operation and maintenance - \$118,200.00

Please contact me or Don Mayer-Brown, Project Manager, if there are any questions regarding this memorandum.

#### Attachments

DLS/dls

c: Princeton Mayor and Council  
Jeffrey C. Grosser, Deputy Administrator  
Trishka W. Cecil, Municipal Attorney  
Sandra Webb, CFO  
Linda S. McDermott, Municipal Clerk  
Donald W. Mayer-Brown, Project Engineer  
Cheryl Kastrenakes, Greater Mercer TMA  
Stout's II, Inc.

## AMENDMENT TO AGREEMENT

This Amendment to Agreement (referred to herein as "Amendment" or "Amendment to the Agreement") is dated as of the \_\_\_\_\_ day of November in the year 2016, between the Municipality of Princeton, Princeton Municipal Building, 400 Witherspoon Street, Princeton, New Jersey 08540 herein ("Owner"), and

**Stout's II, Inc.** \_\_\_\_\_ (name of Contractor)  
**20 Irven Street, Trenton, New Jersey 08638** \_\_\_\_\_ (address of Contractor)  
(hereinafter referred to as "Contractor").

### WITNESS

WHEREAS, Owner and Contractor entered into an Agreement in or around May 2013 for the provision of Jitney – Community Shuttle Service (Commuter and Daytime Routes) on behalf of Owner ("Agreement"); and

WHEREAS, the Agreement's current term is due to terminate on December 31, 2016; and

WHEREAS, the Agreement allows for the parties to extend the Agreement for two separate one-year terms; and

WHEREAS, the Council has adopted a resolution extending the Agreement for an additional one-year term at this time, subject to the same terms and conditions set forth in the existing Agreement.

NOW THEREFORE, IT IS AGREED by and between Owner and Contractor as follows:

### ARTICLE 1. WORK

1.1 The Contractor shall complete all work required as specified or indicated in the contract documents, as amended by this Amendment. The work is generally described as:

#### **PROVISION OF JITNEY – COMMUNITY SHUTTLE SERVICE (COMMUTER & DAYTIME ROUTES)**

The specific items of work for the twelve (12) month term of contract (January 1, 2017 through December 31, 2017) are as follows:

**Bid Item #1B – Commuter & Daytime Routes at the cost of \$8,325.00 per month for a total cost of \$99,900.00;**

**Bid Item #2B – 25 days of Back-up Vehicle Service at \$300.00 per day and a total cost of \$7,500.00;**

**Bid Item #3Bi – 15 days of Emergency/Special Event Use at 4-hours each, at \$240.00 per use and a total cost of \$3,600.00; and**

**Bid Item #3Bii – 15 days of Emergency/Special Event Use at 8-hours each, at \$480.00 per use and a total cost of \$7,200.00.**

**Total Contract Amount = \$118,200.00.**

## ARTICLE 2. ENGINEER

- 2.1 The contract documents have been prepared by Deanna Stockton, PE, CME, Municipal Engineer, who is hereinafter called the Engineer, and who is to assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the contract documents in connection with completion of the work in accordance with the contract documents.

## ARTICLE 3. CONTRACT TIME

- 3.1 The work will be completed within the date when the contract time commences to run as provided in the general conditions, and completed in accordance with the general conditions within the contract period, as revised by this Amendment.

## ARTICLE 4. CONTRACT PRICE

- 4.1 This contract price for the services provided under this Amendment shall be the amount of \$118,200.00 as detailed in Article 1 above. The Owner shall pay the Contractor for completion of the work included in this contract, for the quantities of work performed, at the prices stipulated in the Resolution of Award hereto attached, and in Article 1 above.

## ARTICLE 5. PAYMENT PROCEDURES

- 5.1 The Contractor shall submit applications for payment in accordance with the general conditions. Applications for payment will be processed by the Owner's Engineer.
- 5.2 Based upon applications for payment submitted to the Owner's Engineer and his recommendation for payment, and the review and recommendation of the Engineer, the Owner will make progress payments on account of the contract price to the Contractor.

## ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

- 6.1 Contractor has familiarized itself with the nature and extent of the contract documents, work, site, locality, and all local conditions and any laws and regulations that may in any manner affect cost, progress, performance or furnishing of the work.
- 6.2 Contractor has visited the site, and has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the work.
- 6.3 Contractor has reviewed and checked all information and data shown or indicated on the contract documents.

## ARTICLE 7. CONTRACT DOCUMENTS

- 7.1 The contract documents are defined in the general conditions. The contract documents form the contract, and all are part of the contract as if attached to the agreement or repeated herein. Contractor covenants that he has read all the documents and will follow them. The contract documents shall also include this Amendment, and the authorizing resolution.

ARTICLE 8. ACCOUNTING RECORDS

8.1 Contractor shall check all materials, equipment and labor entering into the work and shall keep such full and detailed accounts as may be necessary for proper financial management under this agreement.

ARTICLE 9. MISCELLANEOUS

9.1 No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

9.2 Owner and Contractor each binds itself, his partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the contract documents.

In witness whereof, the parties to these presents have executed this Amendment to the Agreement in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

This Amendment to the Agreement will be effective from January 1, 2017 through December 31, 2017.

OWNER:  
**MAYOR AND COUNCIL  
OF THE MUNICIPALITY OF  
PRINCETON**

CONTRACTOR:  
**STOUT'S II, INC.**

BY \_\_\_\_\_

BY \_\_\_\_\_  
(CORPORATE SEAL)

ATTEST \_\_\_\_\_

ATTEST \_\_\_\_\_

ADDRESS FOR GIVING NOTICE:  
**PRINCETON MUNICIPAL BUILDING  
400 WITHERSPOON STREET  
PRINCETON, NEW JERSEY 08540**

ADDRESS FOR GIVING NOTICE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(attach evidence of authority,  
attach resolution or other documents  
authorizing execution of agreement)

(if Contractor is a Corporation, attach  
evidence of authority to sign)

CERTIFICATION OF MUNICIPALITY OF PRINCETON ATTORNEY

I have examined the contract documents and bonds and find them to be executed in proper form. I hereby certify that in my opinion the Owner has the authority and powers to execute the foregoing contract.

---

Attorney for Municipality of Princeton



**RESOLUTION 16-339**

**Resolution to approve New Jersey Department of Transportation for night time work hours from 6:00 p.m. to 11:00 p.m. to rehabilitate and replace the Route 206 bridges over Stony Brook**

WHEREAS, the Route 206 Stony Brook Bridges over the Stony Brook are in deteriorated condition and in need of rehabilitation and replacement; and

WHEREAS, New Jersey Department of Transportation (NJDOT) has determined that the most expeditious way to complete this project is to work double shifts for a period of four months; and

WHEREAS, work is anticipated to start on June 30, 2017 and be substantially complete on October 28, 2017; and

WHEREAS, NJDOT asked Princeton to approve a variance to the municipality's ordinance by allowing for night time work from 6:00 pm to 11:00 pm Monday through Saturday.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton that NJDOT is approved by Princeton Council to engage in construction work during the night time hours of 6:00 pm to 11:00 pm, Monday through Saturday when the bridge rehabilitation and replacement work is proceeding until the bridge is substantially complete, which is anticipated to occur by October 28, 2017; and

BE IT FURTHER RESOLVED that the Engineering Department, in consultation with the Police Department, is hereby authorized to coordinate with NJDOT to allow additional night time work after the bridge has reopened to remove temporary framing and other miscellaneous work on an as needed basis.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Ye a	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Simon								
Mr. Liverman								
Mr. Miller								
Mayor Lempert								

I, Kathleen Brzezynski, 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 on November 28, 2016.

Kathleen Brzezynski, Deputy Municipal Clerk



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Clerk

**AGENDA ITEM**

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**Payment of Bills and Claims**

**ATTACHMENTS:**

- Bills and Claims(PDF)

## List of Bills - Clearing Claims

Meeting Date: 11/28/2016 For bills from 11/15/2016 to 11/23/2016

Vendor	Description	Payment	Check Total
3352 - ABDUL-KARIM, SHAHID	PO 23334 2016 MEDICAL REIMBURSEMENT	171.00	171.00
2425 - ACCSES NEW JERSEY, INC	PO 20477 BLANKET \ BUILDINGS & GROUNDS	10,111.75	10,111.75
2293 - AIR SYSTEMS MAINTENANCE	PO 20481 BLANKET \ BUILDINGS & GROUNDS	1,600.00	
	PO 22489 400 WITHERSPOON REPLACE AO SMITH BO	27,750.00	29,350.00
651 - ALICIA G. EBER INTERPRETING SERVICE	PO 20701 BLANKET / COURT INTERPRETING	210.50	210.50
32 - ALL INDUSTRIAL-SAFETY PRODUCTS	PO 20483 BLANKET \ ROAD SAFETY & EMERGENCY S	2,515.50	2,515.50
38 - AMERICAN SEW-VAC CENTER	PO 17328 (Pd. 2015) METERS	80.85	80.85
1000 - ARANA, MERVYN	PO 23290 2016 MEDICAL REIMBURSEMENT	55.00	55.00
2052 - ARBOR DAY FOUNDATION	PO 23160 ANNUAL MEMBERSHIP	15.00	15.00
2316 - ATLANTIC TACTICAL INC.	PO 23025 STREAMLIHT PROTAC HL USB W/120V AC/	11,820.60	11,820.60
3012 - AVALON BAY COMMUNITIES, INC.	PO 23382 14-097 close Demolition account	17,292.14	17,292.14
484 - AWARDPROS OF PHILADELPHIA	PO 23284 2016 Employee Awards	31.90	31.90
1955 - BARRETT, MICHAEL T.	PO 21035 RESOLUTION # 2016-5: PUBLIC DEFEND	9,166.52	9,166.52
63 - BISH SALES & SERVICE	PO 20490 BLANKET - BUILDINGS & GROUNDS	110.00	
	PO 22422 BLANKET\MISC EQUIPMENT	1,046.95	1,156.95
83 - BUCKS COUNTY INTERNATIONAL INC	PO 20553 BLANKET - TRUCK PARTS	6,765.05	6,765.05
16 - BUSINESS BISTRO INC.	PO 23216 COUNCIL AND IN HOUSE STAFF GOALS ME	99.25	99.25
1047 - CANON SOLUTIONS AMERICA, INC.	PO 23262 MAINTENANCE FROM 8/1/16 TO 8/31/16	308.64	308.64
86 - CAOLA COMPANY	PO 20503 BLANKET - BUILDINGS & GROUNDS	180.00	180.00
90 - CARTER, RANDY	PO 23356 2016 EYEGLASS REIMBURSEMENT, 11/16/	150.00	150.00
1920 - CAVANAUGH'S INC.	PO 20507 BLANKET - PEST CONTROL	130.00	130.00
96 - CENTRAL JERSEY WASTE & RECYCL.	PO 20642 BLANKET / TRASH 2015-25	53,305.77	
	PO 22747 BLANKET / SOLID WASTE REMOVAL	3,407.94	56,713.71
364 - CINTAS FIRST AID & SAFETY 105	PO 20638 BLANKET / SAFETY SUPPLIES	142.15	142.15
106 - COMMUNICATIONS SPECIALISTS INC.	PO 20516 BLANKET \ MONTHLY MAINTENANCE AND R	289.00	289.00
109 - CONTINENTAL FIRE & SAFETY	PO 23017 BULLARD ECO-X THERMAL IMAGER BUNDLE	8,219.56	
	PO 23092 K12FD RESCUE SAW W/14" CHROME GUARD	2,918.00	
	PO 23225 SENSIT PN #924-00000-01 SCAL-100-D	1,855.00	12,992.56
1870 - CORELOGIC REAL ESTATE TAX SERV	PO 23390 REFUND FOR BL-5002 LT-2 RE:BAUM FOR	19,724.39	19,724.39
1093 - CRANBURY CUSTOM LETTERING	PO 23158 REPLACE VINYL PASSENGER SIDE LETTER	480.00	480.00
3137 - CRAVEN, CHRISTOPHER	PO 23335 2016 MEDICAL REIMBURSEMENT	900.00	900.00
1087 - CUE INC	PO 20557 BLANKET - SNOW PLOW PARTS	12,108.19	12,108.19
1854 - CUOMO, ANTHONY	PO 23327 3RD QRT 2016 MED GAP JULY - DEC	3,020.04	3,020.04
1849 - CUSTOM BANDAG, INC.	PO 20558 BLANKET - TIRE / TIRE SERVICE	3,353.98	3,353.98
2930 - CUSTOM CARE SERVICES, INC.	PO 21479 RESOLUTION # 2016-92: MOWING CONTR	3,750.00	3,750.00
1848 - CUTRONEO, ILENE	PO 23369 VARIOUS ITEMS - MEETING	380.99	380.99
1453 - DANIEL DOBROMILSKY & ASSOCIATES	PO 23282 PROFESSIONAL LANDSCAPE PLAN REVIEW	735.00	735.00
1097 - DAVEY RESOURCE GROUP	PO 23133 TREEKEEPER SUBSCRIPTION RENEWAL/JM	3,450.00	3,450.00
2198 - DECKER, RACHEL	PO 23260 2016 EYEGLASS REIMBURSEMENT, 10/4/2	150.00	150.00
1839 - DEER CARCASS REMOVAL SERVICE L	PO 20365 RESOLUTION # 2015-385 - PROFESSIONA	200.00	200.00
1836 - DELAWARE VALLEY PAYROLL, INC.	PO 23345 BALANCE OF SEPTEMBER 2016 PAYROLL C	2,278.50	2,278.50
777 - DELL MARKETING L.P.	PO 23162 OPTIPLEX 3240	2,367.00	2,367.00
1833 - DELTA DENTAL PLAN OF N.J.	PO 23302 December 2016	17,558.15	17,558.15
3152 - DIFRANCESCO, BATEMAN, KUNZMAN, DAVI	PO 20457 RESOLUTION # 2015-367: SPECIAL TAX	5,691.20	5,691.20
1830 - DITSCHMAN-FLEMINGTON FORD	PO 20563 BLANKET/ FORD AUTO PARTS	2,461.39	
	PO 20563 BLANKET/ FORD AUTO PARTS	1,000.00	3,461.39
26 - DONNELLY, CHRISTOPHER	PO 23301 2016 MEDICAL REIMBURSEMENT	378.99	378.99
1256 - EASTERN ARMORED SERVICES, INC.	PO 16629 RESOLUTION # 2015-25 / ARMORED CAR	8,352.00	8,352.00
2236 - EXCAVATING MATERIALS & EQUIPMENT IN	PO 23136 BLANKET / RIVER ROAD / LD	29,693.25	29,693.25
2460 - FERREIRA, ALINA	PO 23373 2016 TRAVEL EXPENSES FOR ALINA FERR	280.30	280.30
1788 - FIUMENERO, MILDRED	PO 23325 NOV 2016 RETIREE MED B	492.96	492.96
152 - FLM GRAPHICS CORPORATION	PO 23273 6 ROLLS OF 36 X 500 WITH 3 INCH COR	218.00	218.00
155 - FOSTER & COMPANY, INC.	PO 20598 BLANKET SHOP SUPPLIES	1,018.84	
	PO 20620 BLANKET / GARAGE EXPENSES	315.36	1,334.20
2057 - GARDNER, TIMOTHY R. & ASPLUNDH, M.P	PO 23400 REFUND FOR BL-5201 LT-4.03 FOR DUPL	2,154.58	2,154.58
168 - GPANJ, INC.	PO 23298 REGISTRATION FOR ROBERTA CASS AND L	96.00	96.00
170 - GRAINGER	PO 20616 BLANKET / GENERAL SUPPLIES	1,807.27	1,807.27
2098 - GROFF TRACTOR NEW JERSEY, LLC.	PO 23211 50% OF REPAIR PARTS PW-205 COMPOST	4,628.51	4,628.51
2014 - GUO, DANQUN & YI, FAN	PO 23403 REFUND FOR BL-7207 LT-3 FOR DUPLICA	1,709.89	1,709.89
290 - GUSCIORA, WALTER REED	PO 22512 DWI SPECIAL SESSION 7/7/2016	500.00	
	PO 23135 DWI SPECIAL SESSION 9/14/2016	250.00	750.00
3300 - HALCO EQUIPMENT SALES	PO 23019 SUPER FLOW 2 WAY BALL VALVE	8,866.00	8,866.00
2007 - HALUSKA JR, PAUL & VANESSA	PO 23402 REFUND FOR BL-7403 LT-8 FOR DUPLICA	145.64	145.64
1723 - HAMMOND, JOHN W.	PO 23377 JAN - DEC 2016 RE & SP MED B	7,929.60	7,929.60

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Vendor	Description	Payment	Check Total
1717 - HARRY HAUSHALTER	PO 21036 RESOLUTION # 2016-5: TAX APPEAL AT	2,607.00	2,607.00
184 - HERBERT, VAN NESS, CAYCI & GOODELL	PO 20910 RESOLUTION # 2016-50: KAREN CAYCI	1,353.00	
	PO 22832 RESOLUTION # 2016-261: LITIGATION-	132.00	1,485.00
185 - HERMITAGE PRESS INC.	PO 22037 BLANKET - PRINTING	175.00	
	PO 22037 BLANKET - PRINTING	129.00	304.00
186 - HESCO ELECTRIC SUPPLY CO. INC.	PO 22137 BLANKET \ BLD EXPENSES	310.05	310.05
191 - HOME DEPOT/GEFC	PO 20613 BLANKET / SUPPLIES & MATERIALS AC	270.96	270.96
1660 - HUIE, LILY	PO 23405 2016 EYEGLASS REIMBURSEMENT, 11/21/	150.00	150.00
420 - INTEGRATED CONSTR & UTILITIES OF NJ	PO 21227 RESOLUTION # 2016-60: VALLEY ROAD I	209,998.27	
	PO 22448 RESOLUTION # 2016-235: SNOWDEN LAN	242,942.00	452,940.27
2508 - INTEGRATED TECHNICAL SYSTEMS, INC.	PO 21128 BLANKET / METERS	365.00	
	PO 21128 BLANKET / METERS	60.00	425.00
2974 - ISRAELI KRAV MAGA US TRAINING CENTE	PO 23140 REGISTRATION FOR KRAV MAGA DT INSTR	1,200.00	1,200.00
2616 - J. HARRIS ACADEMY OF POLICE TRAININ	PO 23156 REGISTRATION FOR ARREST, SEARCH & S	225.00	225.00
1649 - JERSEY ELEVATOR	PO 20609 BLANKET /REPAIRS & MAINTENANCE	428.85	428.85
539 - JOHN KURTZ JR INC	PO 22524 BLANKET - SAW REPAIR	599.31	599.31
211 - JOHNNY ON THE SPOT INC.	PO 20869 BLANKET\RENTAL	338.75	338.75
210 - JOHNSON, MARK	PO 23147 RESOLUTION # 2016-298: SEPARATION	24,594.00	24,594.00
2964 - KONOPKA, LORRAINE	PO 23261 2016 EYEGLASS REIMBURSEMENT, 9/28/2	150.00	
	PO 23340 CONFERENCE REIMBURSEMENT	297.00	447.00
3260 - KREIPKE, PER & ADRIENNE POULTON	PO 23388 REFUND FOR BL-33.02 LT-103 FOR DUPL	443.36	443.36
2018 - LABRECQUE, DANY & MERCIER, JOHANNA	PO 23401 REFUND FOR BL-6.02 LT-11 FOR DUPLIC	10,953.18	10,953.18
227 - LANGUAGE LINE SERVICES	PO 20702 BLANKET / TELEPHONE INTERPRETING	156.40	156.40
2803 - LEMPERT, LIZ	PO 23347 Annual Dinner for staff at the Leag	616.55	616.55
314 - LINE SYSTEMS, INC.	PO 23414 #56132 NOV 2016	370.91	370.91
2883 - LORCO PETRPLEUM SERVICE	PO 23205 SLUDGE DISPOSAL VAC TR OIL AND WATE	452.00	452.00
1570 - MAJESTIC OIL COMPANY	PO 20602 BLANKET / MOTOR FUELS	6,917.45	6,917.45
3274 - MANAGEMENT PLANNING, INC.	PO 22522 AFFORDABLE HOUSING LITIGATION	5,231.25	5,231.25
1558 - MASON, GRIFFIN & PIERSON	PO 22265 RESOLUTION 2016-5	34,751.39	
	PO 22266 RESOLUTION 2016-5	12,790.72	47,542.11
1100 - MASON, GRIFFIN & PIERSON	PO 23148 RESOLUTION # 2016-299: AFFORDABLE	151,110.00	151,110.00
1553 - MCCAFFREYS MARKET	PO 23236 FOOD FOR ART DEDICATION ON NOVEMBER	222.81	222.81
1552 - MCDERMOTT, LINDA	PO 23297 2016 EYEGLASS REIMBURSEMENT, 11/10/	136.00	136.00
270 - MEHTA, MUKUL	PO 23295 CELLPHONE STIPEND AUGUST-DECEMBER 2	100.00	100.00
1295 - MERCANTINI, DEBRA	PO 23360 2016 EYEGLASS REIMBURSEMENT, 11/17/	150.00	150.00
282 - MERCER COUNTY IMPROV AUTHORITY	PO 20601 BLANKET / TRASH & RECYCLING	16,716.66	
	PO 20601 BLANKET / TRASH & RECYCLING	55,776.54	72,493.20
295 - MILLER, PORTER & MULLER	PO 17463 ENCUMBRANCE / WHITE OAK - ESCROW	731.00	
	PO 21204 RESOLUTION # 2016-59: PLANNING BOAR	1,784.50	2,515.50
305 - MORASKI, WILLIAM	PO 23296 CELLPHONE STIPEND AUGUST-DECEMBER 2	100.00	100.00
317 - NAGIN, JACQUELINE	PO 23397 To/From Primepoint conference in Mt	68.52	68.52
318 - NAMLO INDUSTRIES	PO 20585 BLANKET / GENERAL SUPPLIES	60.00	60.00
1033 - NEW JERSEY AMERICAN WATER	PO 23263 WATER ACCT 1018210023762801	1,048.74	1,048.74
351 - NEW JERSEY CONFERENCE OF MAYORS	PO 23169 NJ CONFERENCE OF MAYORS 2017 MEMBER	510.00	510.00
343 - NEW JERSEY LEAGUE OF MUNICIPALITIES	PO 23035 AD FOR RFP-ZONING BOARD OF ADJUSTM	110.00	110.00
346 - NEW JERSEY SOCIETY OF MUNICIPAL ENG	PO 23165 MEMBERSHIP DUES FOR 2017 FOR DEANNA	220.00	220.00
2721 - NEWTOWN OFFICE & COMPUTER SUPPLY,	PO 20896 BLANKET - OFFICE SUPPLIES	181.81	
	PO 20897 BLANKET - ZONING DEPARTMENT	71.42	
	PO 20898 BLANKET- SUPPLIES	20.49	273.72
3170 - NJ ADVANCE MEDIA, LLC	PO 21024 BLANKET \ ADVERTISING	58.00	58.00
757 - NJ E-Z PASS	PO 21855 BLANKET/TOLLS	300.00	300.00
2435 - NJLM NEW JERSEY STATE LEAGUE OF MUN	PO 23043 COUNCIL REQUESTED RFP FOR ATTORNEY	110.00	110.00
554 - O'NEILL, BRUCE	PO 23294 CELLPHONE STIPEND AUGUST-DECEMBER 2	100.00	100.00
1921 - OCCUPATION MEDICINE SERVICES	PO 22561 BLANKET/MEDICAL APP.	5,441.00	5,441.00
2134 - OFFICE BASICS INC.	PO 23049 CASES OF 8 1/2 X 11 COPY PAPER	239.94	239.94
553 - OLIVES GOURMET BAKERY & DELI	PO 20581 BLANKET / LUNCHEON MEETINGS -LD	164.68	
	PO 20720 BLANKET\ FOOD	54.15	
	PO 23251 FOOD FOR 11/3/16 PRINCETON CHARACTE	115.05	333.88
474 - ONE CALL CONCEPTS, INC.	PO 20580 BLANKET / MARK OUTS	370.00	370.00
1950 - PAETEC COMMUNICATIONS, INC.	PO 23330 #4034199 NOV 10 2016	1,789.63	1,789.63
1985 - PATERSON, DAVID & MCKEON, SUSAN	PO 23376 REFUND FOR BL-7501 LT-28 FOR TAX PA	4,623.85	4,623.85
370 - PCH DEVELOPMENT CORPORATION	PO 22199 RESOLUTION # 2016-171: ADMINISTRAT	381.33	381.33
1390 - PESMC % DEANNA STOCKTON	PO 23374 PROFESSIONAL ENGINEERS SOCIETY OF M	70.00	70.00

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Vendor	Description	Payment	Check Total
1382 - PETRONE, JUDD R	PO 23285 2016 MEDICAL REIMBURSEMENT	900.00	900.00
808 - POLAR INC.	PO 20578 BLANKET / WATER	26.75	
	PO 20578 BLANKET / WATER	144.45	171.20
1364 - PORRECA, SCOTT	PO 23379 4TH QUTR MED 2016	1,141.75	1,141.75
1357 - PRESENT COMPANY LLC	PO 23267 2016 Employee Awards	10,572.00	10,572.00
50 - PRINCETON ONLINE	PO 23215 LARGE ANCHOR AD FOR A YEAR AS A GOV	800.00	800.00
1277 - PRINCETON SUPPLY CORPORATION	PO 20837 BLANKET / JANITORIAL SUPPLIES	1,687.23	
	PO 20837 BLANKET / JANITORIAL SUPPLIES	181.86	1,869.09
603 - PSE&G CO	PO 23313 MAINT ELECT ACCT 7027802708	2,463.26	
	PO 23411 OCTOBER 2016	34,496.03	
	PO 23411 OCTOBER 2016	1,941.14	38,900.43
3145 - RBA GROUP, INC.	PO 20292 RESOLUTION # 2015-334: MARY MOSS PL	3,987.73	3,987.73
2554 - READING, RICHARD B. ASSOCIATES	PO 22420 Court Appointed Special Regional Ma	2,150.00	2,150.00
778 - RECREATION TRUST	PO 23333 JANITORIAL SUPPLIES	299.72	
	PO 23336 REIMBURSE (4 ICE SAFETY JACKETS)	76.52	
	PO 23410 To reimburse Recreation Trust for M	82,516.00	82,892.24
654 - RENDALL, KYLE	PO 22545 FIRST HALF OF VIP FOR 2016	1,143.00	1,143.00
2996 - ROBERT E. LAMB, INC.	PO 22907 Humanscale Freedom Headrest chair i	902.00	902.00
1280 - SAFEGUARD BUSINESS SYSTEMS	PO 23378 250 VISIT SLIPS	156.27	156.27
1274 - SANDUSKY, GREGORY	PO 23364 PLAN REVIEW OF 39 RANDOM LLC 522 &	600.00	600.00
1269 - SC SUPPLY COMPANY	PO 23070 28" 7LB ORANGE, BLACK BASE TRAFFIC	926.32	926.32
2565 - SCHULZ, FRED	PO 23283 2016 EYEGLASS REIMBURSEMENT, 8/24/2	150.00	150.00
3341 - SETCOM CORPORATION	PO 23209 HELMET EXTENSION CABLE	107.93	107.93
467 - SEWPHISTICATION STATION LLC	PO 22526 BLANKET - SHIRTS	2,487.00	
	PO 22527 BLANKET - SHIRTS - FIRE INSPECTORS	360.00	2,847.00
1185 - SHARP ELECTRONICS CORPORATION	PO 20502 BLANKET FOR SHARP COPIER	397.85	397.85
3284 - SHRED-IT USA LLC	PO 22636 SHREDTEMBERFEST FOR SEPTEMBER 24, 2	1,498.00	1,498.00
1746 - SNYDER NEAL	PO 23371 WORK RELATED MILEAGE FOR NEAL SNYDE	930.72	930.72
2469 - SPEEDPRO IMAGING MERCER COUNTY, INC	PO 22586 BLANKET / SIGNS	20.00	
	PO 22586 BLANKET / SIGNS	518.00	538.00
3354 - STOCK WARREN & ANDREA	PO 23343 REFUND ESCROW 16-318 WARREN & ANDR	502.50	502.50
2906 - SYNATEK, LP	PO 23228 PALLET (50 BAGS) ICE MELT	1,053.50	1,053.50
3059 - T & M ASSOCIATES	PO 20909 RESOLUTION # 2016-49: RIVER ROAD L	19.10	19.10
1207 - TAMASI, CONSTANTINO L.	PO 23380 4TH QRTR MED-GAP	1,389.75	1,389.75
1206 - TAMASI, MARIANNE	PO 23381 4TH QRTR 2016 MED GAP	1,341.84	1,341.84
1182 - TOUCHTONE COMMUNICATIONS	PO 23329 ACCT.#6099212100 10/1-10/31/16	159.39	159.39
838 - TRAP ROCK INDUSTRIES, LLC	PO 20294 RESOLUTION # 2015-349: ROAD MATERIA	366.46	366.46
2592 - UNIFIRST CORPORATION	PO 20849 BLANKET / UNIFORMS	226.18	
	PO 20849 BLANKET / UNIFORMS	0.01	
	PO 20849 BLANKET / UNIFORMS	1,521.21	
	PO 22296 BLANKET / JANITORIAL SUPPLIES	1,242.32	2,989.72
1635 - US MUNICIPAL SUPPLY INC.	PO 20851 BLANKETS / ROADS SIGNS	764.14	764.14
1278 - VAN CLEEF ENGINEERING ASSOC.	PO 23280 PROFESSIONAL INSPECTION SERVICES	9,723.25	9,723.25
28 - VERIZON CABS	PO 20833 BLANKET/TELEPHONE	205.09	
	PO 21164 BLANKET/TELEPHONE	582.66	787.75
1150 - VILLARUZ, ARTHUR	PO 23326 4TH QRT 2016 RETIREE MED	2,541.42	2,541.42
2 - W.B MASON	PO 20548 BLANKET / OFFICE SUPPLIES	37.81	
	PO 20548 BLANKET / OFFICE SUPPLIES	67.56	
	PO 21914 BLANKET/OFFICE SUPPLY	271.14	376.51
1024 - W.E. TIMMERMAN CO., INC.	PO 22274 STREET SWEEPER PARTS	2,225.37	2,225.37
1142 - WATCHUNG SPRING WATER	PO 20710 FILTER COOLER - ACCT. #185528	683.78	683.78
1135 - WELLS FARGO RE TAX SVCE	PO 23339 REFUND BL-6703 LT-12.01 RE:BOLITHO	3,990.30	3,990.30
3353 - WILSON LOUISE AND CLIFFORD	PO 23344 CLOSE ESCROW 15-202 LOUISE c WILSON	486.00	486.00
1049 - WINNER FORD OF CHERRY HILL	PO 22288 RESOLUTION # 2016-223: 2016 FORD I	23,305.00	
	PO 22289 RESOLUTION # 2016-224: 2016 FORD F	27,390.00	
	PO 22290 RESOLUTION # 2016-225: 2016 FORD I	46,138.00	
	PO 22323 2016 POLICE INTERCEPTOR 3.7 L V6 E	1,624.00	
	PO 22324 2016 FORD F150 4X4 CREW CAB STANDAR	1,495.00	99,952.00
3283 - WOODBURY CITY POLICE DEPARTMENT	PO 22643 REGISTRATION FOR EMOTIONAL SURVIVAL	250.00	250.00
3355 - WURTZ, CHRISTOPHER & MEGHAN	PO 23341 REFUND BL-7502 LT-4 FOR DUPLICATE 4	5,151.36	5,151.36
1071 - XEROX CORPORATION	PO 20699 BLANKET \ COPIER LEASE	387.00	387.00
1075 - YARDVILLE SUPPLY COMPANY	PO 20856 BLANKET / SUPPLIES & MATERIALS	82.56	
	PO 20856 BLANKET / SUPPLIES & MATERIALS	119.29	

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Vendor	Description	Payment	Check Total
	PO 20793 BLANKET\ TOOLS AND SUPPLIES	158.81	
	PO 20867 BLANKET \ SUPPLIES	9.48	
	PO 20867 BLANKET \ SUPPLIES	31.08	
	PO 20867 BLANKET \ SUPPLIES	30.52	
	PO 20867 BLANKET \ SUPPLIES	17.12	
	PO 20867 BLANKET \ SUPPLIES	307.83	
	PO 23168 CIRCUIT ALERT NONCONTACT	33.97	790.66
1117 - YOUNG JR, PETER H	PO 23328 3TH QRTR 2016 RETIREE MED	5,217.58	5,217.58
1629 - ZHANG, SHUDAN & WEN	PO 23375 REFUND FOR BL-3701 LT-9 FOR PAYMENT	9,809.92	9,809.92
3351 - ZONE STRIPING	PO 23310 SPECIAL DUTY REFUND	2,824.00	2,824.00
TOTAL			1,417,503.44

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-105-200	PERSONNEL - OE	2,668.00			
01-201-20-110-200	MAYOR & COUNCIL OE	992.76			
01-201-20-111-200	ADMINISTRATIVE & EXECUTIVE OE	43,167.60			
01-201-20-120-200	MUNICIPAL CLERK OE	455.85			
01-201-20-124-200	ACCESS PRINCETON OE	1,702.00			
01-201-20-130-200	FINANCE ADMINISTRATION OE	68.52			
01-201-20-150-200	ASSESSMENT OF TAXES OE	3,537.72			
01-201-20-155-200	LEGAL SERVICES & COSTS OE	24,386.96			
01-201-20-155-450	MGP - LITIGATION	1,638.25			
01-201-20-155-468	MGP - MUNICIPAL SERVICES AGREEMENT	3,752.39			
01-201-20-155-600	MGP - MISCELLANEOUS	75.00			
01-201-20-165-200	ENGINEERING SERVICES OE	1,407.75			
01-201-20-175-200	HISTORIC PRESERVATION COMMITTEE - OE	815.49			
01-201-21-180-200	REGIONAL PLANNING BD. - TWP - OE	2,390.54			
01-201-21-185-200	ZONING COSTS - OE	1,534.42			
01-201-23-220-200	EMPLOYEE GROUP INSURANCE OE	49,515.08			
01-201-25-240-200	POLICE OE	102,630.97			
01-201-25-265-200	FIRE OE	3,282.93			
01-201-25-267-200	FIRE FACILITIES OE	1,253.77			
01-201-25-268-200	FIRE INSPECTOR OE	360.00			
01-201-25-269-200	FIRE LOSAP ALTERNATIVE OE	1,143.00			
01-201-26-290-200	ROAD REPAIRS & MAINTENANCE OE	4,932.74			
01-201-26-305-200	GARBAGE & TRASH REMOVAL OE	125,798.97			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	19,221.76			
01-201-26-315-200	VEHICLE MAINT. - ADMIN. OE	26,707.45			
01-201-27-330-200	BOARD OF HEALTH OE	200.00			
01-201-27-346-200	JT DRUG ABUSE PROGRAM - TWP - OE	156.27			
01-201-28-370-100	JT RECREATION BOARD - TWP - S&W	82,516.00			
01-201-28-370-200	JOINT RECREATION BOARD OE	4,191.70			
01-201-28-371-200	CELEBRATION OF PUBLIC EVENT OE	18.00			
01-201-28-375-200	PARK MAINTENANCE OE	6,058.32			
01-201-31-430-200	ELECTRICITY & GAS OE	4,113.43			
01-201-31-431-200	NATURAL GAS OE	5,349.44			
01-201-31-435-200	STREET LIGHTING OE	23,261.38			
01-201-31-440-200	TELEPHONE OE	3,083.77			
01-201-31-455-200	SEWER FACILITIES OPERATING OE	5,392.68			
01-201-31-460-200	GASOLINE OE	6,917.45			
01-201-41-717-200	DRUG PROGRAM-CORN.HSE.FOUNDAT. - OE	23.91			
01-201-43-490-200	MUNICIPAL COURT OE	366.90			
01-201-43-495-200	PUBLIC DEFENDER OE	9,166.52			
01-205-55-900-035	RESERVE FOR TAX OVERPAYMENTS			58,642.09	
01-205-55-900-036	RESERVE FOR SEWER OVERPAYMENTS			64.38	
01-260-05-100	DUE TO CLEARING/CLAIMS			0.00	637,197.95
01-276-55-007-000	RESERVE FOR CONSOLIDATION EMERGENCY			4,235.79	

## Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
<hr/>					
TOTALS FOR	CURRENT FUND	574,255.69	0.00	62,942.26	637,197.95
<hr/>					
02-213-44-911-301	CLEAN COMMUNITIES			2,225.37	
02-213-44-913-301	ALCOHOL EDUCATION REHAB.			750.00	
02-213-44-917-301	RECYCLING GRANT			1,498.00	
02-260-05-100	DUE TO CLEARING/CLAIMS			0.00	4,473.37
<hr/>					
TOTALS FOR	GRANT FUND	0.00	0.00	4,473.37	4,473.37
<hr/>					
04-215-11-003-000-000	VARIOUS ROAD IMPROVEMENTS ORD 2011-03			366.46	
04-215-13-021-000-000	VARIOUS CAPITAL IMPROVEMENTS ORD 2013-21			18,987.73	
04-215-14-025-000-000	Ordinance 2014-25 Various Imprv			14,693.25	
04-215-15-007-000-000	Ordinance 2015-7 Various Imprv			256,015.78	
04-215-15-009-000-000	Ordinance 2015-9 Sewer Trust Imprv			19.10	
04-215-16-020-000-000	Ordinance 2016-20 Various Imprv			22,407.16	
04-215-16-028-000-000	Ordinance 16-28 Snowden & Van Dyke Sewer			242,942.00	
04-260-05-100	DUE TO CLEARING/CLAIMS			0.00	555,431.48
<hr/>					
TOTALS FOR	GENERAL CAPITAL FUND	0.00	0.00	555,431.48	555,431.48
<hr/>					
05-201-02-007-200	PARKING OE	11,452.93			
05-203-02-007-200	(2015) PARKING OE		80.85		
05-260-05-100	DUE TO CLEARING/CLAIMS			0.00	11,533.78
<hr/>					
TOTALS FOR	PARKING UTILITY OPERATING FUND	11,452.93	80.85	0.00	11,533.78
<hr/>					
12-201-20-125-200	OPEN SPACE - OTHER EXPENSE - PARK MAINT	3,762.00			
12-260-05-100	DUE TO CLEARING/CLAIMS			0.00	3,762.00
<hr/>					
TOTALS FOR	OPEN SPACE FUND	3,762.00	0.00	0.00	3,762.00
<hr/>					
17-260-05-100	Due To Claims/Clearing			0.00	30,069.89
17-290-20-000-000	PROFESSIONAL FEES			3,054.50	
17-290-50-000-000	INSPECTION FEES			27,015.39	
<hr/>					
TOTALS FOR	ESCROW	0.00	0.00	30,069.89	30,069.89
<hr/>					
21-201-12-110-200	CONSTRUCTION EXPENSES - OE	480.11			
21-260-05-100	DUE TO CLAIMS/CLEARING			0.00	3,304.11
21-285-56-084-333	SPECIAL DUTY			2,824.00	
<hr/>					
TOTALS FOR	TRUST FUND	480.11	0.00	2,824.00	3,304.11
<hr/>					
40-201-20-105-200	AFFORDABLE HOUSING BOARD OE	20,620.86			
40-221-55-000-002	RESERVE FOR UNIT RE-PURCHASES			151,110.00	
40-260-05-100	DUE TO CLAIMS/CLEARING			0.00	171,730.86
<hr/>					
TOTALS FOR	AFFORDABLE HOUSING UTILITY	20,620.86	0.00	151,110.00	171,730.86

Total to be paid from Fund 01 CURRENT FUND	637,197.95
Total to be paid from Fund 02 GRANT FUND	4,473.37
Total to be paid from Fund 04 GENERAL CAPITAL FUND	555,431.48

## Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
-----					
Total to be paid from Fund 05	PARKING UTILITY OPERATING FUND	11,533.78			
Total to be paid from Fund 12	OPEN SPACE FUND	3,762.00			
Total to be paid from Fund 17	ESCROW	30,069.89			
Total to be paid from Fund 21	TRUST FUND	3,304.11			
Total to be paid from Fund 40	AFFORDABLE HOUSING UTILITY	171,730.86			
		-----			
		1,417,503.44			

## Checks Previously Disbursed

1116	NJSHP ACT	PO# 23349	93,135.69	11/15/2016
1115	NJSHP ACT	PO# 23348	322,599.90	11/15/2016
1115	MERCER COUNTY	PO# 23303	12,485,922.07	11/15/2016
1110	PRINCETON PUBLIC SCHOOLS	PO# 23256	6,299,721.00	11/10/2016
1101	DEPOSITORY TRUST CO/CHASE	PO# 23086	46,500.00	11/01/2016
102716	PRINCETON PAYROLL	PO# 23178 10/27/2016 PAYROLL	7,219.48	10/27/2016
			-----	
			19,255,098.14	

Total paid from Fund 01	CURRENT FUND	19,247,878.66
Total paid from Fund 04	GENERAL CAPITAL FUND	7,219.48
		-----
		19,255,098.14

Total for this Bills List: **20,672,601.58**



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Engineering

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**RESOLUTION 16-340**

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**Resolution Authorizing an Administrative Service Agreement with Greater Mercer TMA, Inc., in the Not to Exceed Amount of \$5,520.00. for the administration of the Princeton freeB Service from January 1, 2017 through December 31, 2017**

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

**WHEREAS**, Greater Mercer TMA shall serve as a transportation administrative agency on behalf of Princeton to provide shuttle service administration services which include but are not limited to: participating on the Public Transit Advisory Committee; handling customer service; providing detailed ridership and capacity analysis reports, including a summary of the yearly ridership patterns; 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 Municipality of Princeton. For 2017, the Provider anticipates evaluating the freeB bus routes to capture more in town workers, looking at options for increasing usage of the commuter route, and coordinating overall efforts with the Go Princeton Campaign. “Directed work” is defined as projects, campaigns and other work where the Provider could incur additional costs and exceeds the scope of services or resources. If “directed work” results in costs beyond the resources of the Provider, proposed costs will be approved by the Princeton Transit Advisory Committee in advance of commencing work.

**WHEREAS**, the Chief Financial Officer has certified that sufficient funds are available to pay for said services; and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. authorizes the

Municipality to award this agreement without public bidding on the basis that it will not exceed the applicable bid threshold.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Municipal.

1. The Mayor and Clerk are hereby authorized to enter into a contract for administrative services with Greater Mercer TMA Inc. (hereinafter referred to as "Provider") to provide administration services for the freeB bus service from January 1, 2017 through December 31, 2017.
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 2017.
3. The form of contract shall include standard provisions common to service agreements entered into by the Municipality and shall be subject to approval by the Municipal Attorney.

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

I, Kathleen K. Brzezynski, Deputy 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 its meeting held November 28, 2016.

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Kathleen K. Brzezynski  
Deputy Clerk

**ATTACHMENTS:**

- 2017 freeB contract renewals memorandum (DOCX)
- GMTMA Agreement 2017 (DOCX)



*Municipality of Princeton*

*Witherspoon Hall  
400 Witherspoon Street  
Princeton, NJ 08540-3496*

*Office of the Engineer  
Telephone (609)921-7077  
Facsimile (609) 688-2026*

*DEANNA STOCKTON, P.E., C.M.E.  
Municipal Engineer  
[dstockton@princetonnj.gov](mailto:dstockton@princetonnj.gov)*

**MEMORANDUM**

**TO:** Marc D. Dashiield, Administrator

**FROM:** Deanna Stockton, P.E., C.M.E., Municipal Engineer

**DATE:** November 22, 2016

**RE:** **2017 freeB Shuttle Service Contracts**

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Attached for consideration by Council at their November 28, 2016 meeting are the following documents:

- Resolution and One Year Services Contract with Greater Mercer TMA, Inc. for the administration of the freeB shuttle service; their current contract expires December 31, 2016.
- Resolution and One Year Contract with Stout's II, Inc. for the operation and maintenance of the freeB shuttle service; their current contract expires December 31, 2016.

Greater Mercer TMA has provided professional services for the marketing and administration of the freeB shuttle since 2011. These current services include preparing brochures; handling customer service; providing and analyzing ridership and capacity data; routing and scheduling; passenger surveys; and establishing policies and procedures for passengers and the operator. Additionally, Greater Mercer TMA staff participate in the Public Transit Advisory Committee. The proposed 2017 fee of \$460 per month remains steady with their 2016 rates. Under the 2017 contract, Greater Mercer TMA will evaluate the freeB routes to capture more in-town workers, look at options for increasing ridership, and coordinate overall efforts with the GoPrinceton campaign.

Stout's Inc. has consistently been the lowest responsive and responsible bidder for the operation and maintenance contract since the freeB inception in 2009. When the contract was rebid in 2013, provisions were included to create a base contract ending on December 31, 2015 with two twelve-month contract extension options to end on December 31, 2017. Stout's winning bid proposal maintains the same unit cost for the following bid items for the entire four and a half (4 ½) year period: commuter and daytime service, back up service, and emergency / special event use for 4 hour and 8 hour sessions. The proposed 2017 contract for these services is \$118,200.00.

In consideration of the above, it is recommended that these contracts be renewed for a twelve (12) month period from January 1, 2017 through December 31, 2017 for the following not to exceed amounts:

- Greater Mercer TMA, Inc. shuttle service administration - \$5,520.00
- Stout's II, Inc. shuttle operation and maintenance - \$118,200.00

Please contact me or Don Mayer-Brown, Project Manager, if there are any questions regarding this memorandum.

#### Attachments

DLS/dls

c: Princeton Mayor and Council  
Jeffrey C. Grosser, Deputy Administrator  
Trishka W. Cecil, Municipal Attorney  
Sandra Webb, CFO  
Linda S. McDermott, Municipal Clerk  
Donald W. Mayer-Brown, Project Engineer  
Cheryl Kastrenakes, Greater Mercer TMA  
Stout's II, Inc.

**MUNICIPALITY OF PRINCETON  
SERVICES AGREEMENT 2017**

AGREEMENT, made this \_\_\_\_\_ day of November 2016, by **Greater Mercer TMA**, 15 Roszel Road, Suite 101, Princeton, NJ 08540 (hereinafter referred to as "Provider"), and the Municipality of Princeton, a municipal corporation in the County of Mercer and State of New Jersey (hereinafter referred to as the "Municipality") located at 400 Witherspoon Street, Princeton. New Jersey 08540.

WHEREAS, the Municipality wishes to enter into a service agreement with the Provider for the performance of administrative services as hereafter more particularly stated in the Providers' proposal dated November 2016, hereby attached as Exhibit A; and

WHEREAS, the services to be performed will not exceed the applicable bid threshold under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and therefore, are exempt from public bidding.

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

1. STATEMENT OF WORK:

The Provider shall use its best efforts to perform administrative services for:

Provider shall serve as a transportation administrative agency on behalf of the Municipality of Princeton to provide shuttle service administration services which include but are not limited to: participating on the Public Transit Advisory Committee; handling customer service; providing detailed ridership and capacity analysis reports, including a summary of the yearly ridership patterns; 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 Municipality of Princeton. For 2017, the Provider anticipates evaluating the freeB bus routes to capture more in town workers, looking at options for increasing usage of the commuter route, and coordinating overall efforts with the Go Princeton Campaign. "Directed work" is defined as projects, campaigns and other work where the Provider could incur additional costs and exceeds the scope of services or resources. If "directed work" results in costs beyond the resources of the Provider, proposed costs will be approved by the Princeton Transit Advisory Committee in advance of commencing work.

Under this Agreement the Provider shall at all times act as an independent 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. 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 Services Agreement in which case the terms of this Agreement shall apply. The Agreement will be effective from January 1, 2017 through December 31, 2017 subject to available budgetary funding.

2. PAYMENT:

- a. Provider shall be paid \$460.00 per month, with the total not to exceed contract amount of five thousand five hundred twenty dollars (\$5,520.00).
- 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 when the Provider has billed eighty percent (80%) of the compensation set forth in paragraph 2.a 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 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 AND 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 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 subcontractors of the Provider participating in the rendering of the services hereunder.

7. COMPLIANCE WITH LAWS.

During the performance of this contract, the Provider agrees to comply with the terms of Exhibits B and C attached hereto and incorporated herein, relating to Affirmative Action/Equal Employment and Business Registration.

8. PAY TO PLAY – CAMPAIGN CONTRIBUTIONS.

In accordance with section 2-87 of the Princeton Code, the Provider shall not make or solicit any contribution of money, or pledge of a contribution, including in-kind contributions, or loans, to a municipal campaign committee or fund of any candidate for, or holder of, a public office within Princeton having ultimate responsibility for the award of this Agreement, or campaign committee financially supporting such candidate or officeholder, or to any political action committee (PAC) that engages in the support of municipal elections and/or municipal parties, or to any Princeton or Mercer County party committee, between the time of first communications between that business entity and Princeton regarding this Agreement and the later of the termination of negotiations or the completion of the Agreement.

Provider is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if Provider receives contracts in excess of \$50,000 from public entities in a calendar year. It is Provider responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or [www.elec.state.nj.us](http://www.elec.state.nj.us).

9. INSURANCE; HOLD HARMLESS.

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

Provider shall defend, indemnify and hold harmless Princeton, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the Provider's acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.

10. 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.

**WITNESS**

**MUNICIPALITY OF PRINCETON**

\_\_\_\_\_  
Linda S. McDermott, Clerk

By: \_\_\_\_\_  
Elizabeth Lempert, Mayor

**WITNESS**

**Greater Mercer TMA, Inc.**

\_\_\_\_\_

By: \_\_\_\_\_  
Cheryl Kastrenakes, Executive Director

## **EXHIBIT A - PROVIDER'S PROPOSAL**

### **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 2016 agreement. This past year services included marketing, schedule adjustments, tasks associated with launching the new vehicle, and managing service disruptions due to construction 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, including a summary of the yearly ridership patterns; 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. For 2017 we anticipate evaluating the freeB bus route to capture more in town workers, looking at options for increasing usage of the commuter route, and coordinating overall efforts with the GoPrinceton campaign. "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**

- Serve as the point of contact for customer service
- 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
- Conduct passenger amenities inventory
- 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
- Prepare updated brochures for the Neighborhood and Commuter route if needed
- 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



**EXHIBIT B - AFFIRMATIVE ACTION / EQUAL EMPLOYMENT GOAL COMPLIANCE  
ATTACHMENT FOR PROCUREMENT AND SERVICES CONTRACTS, INCLUDING  
PROFESSIONAL SERVICES AGREEMENTS**

**Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, 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), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form 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.

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

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 meet targeted county employment goals established in accordance with 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 and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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 the Municipality, 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 the Municipality, 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 the Municipality of any prior violation of this section of the contract.

**EXHIBIT C**  
**BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS**

**A. Business Registration**

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

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

**B. Sales and Use Tax**

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



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**RESOLUTION 16-341**

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**Supplemental Professional Services Agreement in the Not to Exceed Amount of \$3,175.00 with Looney Ricks Kiss (LRK) for Nassau Streetscape Design Standards**

WHEREAS, the municipality of Princeton has retained the services of Looney Ricks Kiss, Inc. (LRK, Inc.) for purposes of Professional Planning and Design Services on behalf of Princeton related to the creation of Nassau Streetscape Design Standards; and

WHEREAS, Princeton Council approved Resolution 16-185, which provided for additional Planning and Design Services to support a Streetscape Open House meeting held on June 18, 2016; and

WHEREAS, LRK, Inc. has provided a proposal dated November 21, 2016 to Princeton for purposes of providing additional Professional Planning and Design Services to support a second interactive Open House meeting on November 22, 2016 for the not to exceed contract amount of \$3,175.00; and

WHEREAS, Princeton has a need to acquire these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law” and in connection therewith, LRK, Inc. has completed and filed with Princeton the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8, Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 and affidavit pursuant Section 2-87 of the Princeton Code (collectively, the “Pay-to-Play Forms”); and

WHEREAS, Princeton University has indicated that this work is consistent with the spirit and intent of the 2012 Memorandum of Understanding, from which the project is funded; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said services; and

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

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

Municipality of Princeton, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with LRK, Inc. for \$3,175.00, consistent with this Resolution and the above “Whereas” clauses.
2. The agreement is awarded without competitive bidding as a professional services agreement as authorized under N.J.S.A. 40A:11-5(1) (a) (i).
3. LRK, Inc. shall be paid a fee not to exceed \$3,175.00. The final contract amount shall be \$62,975.00.
4. A copy of this Resolution, the Pay-to-Play Forms and the agreement shall be placed on file in the Office of the Clerk.
5. A notice of this action shall be published in the official newspaper as required by law.

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

I, Kathleen Brzezynski, Deputy 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 on November 28, 2016.

---

Kathleen Brzezynski, Deputy Municipal Clerk

**ATTACHMENTS:**

- Supplemental PSA Memo for LRK (DOCX)
- 03.16005.02\_Princeton Nassau Street Streetscape Final Public Presentation (PDF)
- 03.16005.02\_ASA #2 (PDF)
- Supplemental Agmt - Looney, Ricks, Kiss Streetscape Design Standards (DOCX)
- Exhibits B and C to Standard PSA (DOCX)
- Nassau Streetscape MOU 112116 (PDF)



*Municipality of Princeton*

*Witherspoon Hall  
400 Witherspoon Street  
Princeton, NJ 08540-3496*

*Office of the Engineer  
Telephone (609)921-7077  
Facsimile (609) 688-2026*

*DEANNA STOCKTON, P.E., C.M.E.  
Municipal Engineer  
[dstockton@princetonnj.gov](mailto:dstockton@princetonnj.gov)*

**MEMORANDUM**

**DATE:** November 22, 2016

**TO:** Marc D. Dashield, Administrator

**FROM:** Deanna Stockton, P.E., C.M.E., Municipal Engineer

**RE:** Supplemental Professional Services Agreement with Looney Ricks Kiss, Inc. (LRK) for a Not to Exceed Amount of \$3,175.00 for the Nassau Streetscape Design Standards

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Attached please find a supplemental proposal in the not to exceed amount of \$3,175.00 from Looney Ricks Kiss, Inc. (LRK) for professional planning services associated with conducting a second design open house, rather than a formal presentation, for the Nassau Streetscape Design Standards. Additional services include the preparation of boards and other open house materials, attendance by three LRK staff members and documentation of input gathered at the event.

This proposal is the third proposal related to the Nassau Streetscape:

- In January 2016, the original professional services agreement for \$54,900.00 was approved by Council.
- In June 2016, a supplemental professional services agreement related to expanded public meeting services for \$4,900.00 was approved by Council.
- The current proposal will result in a final contract amount of \$62,975.00. Sandra Webb, CFO, has confirmed that funds are available in account 04-215-16-020-076-362. Please note, per the attached letter, Princeton University supports the funding of this project through the 2012 Memorandum of Understanding, subject to the endorsement from Mayor and Council.

Council's consideration in approving this supplemental professional services agreement providing for these services at its November 28, 2016 meeting will be appreciated.

Please contact me or Alina Ferreira, P.E., Assistant Engineer, if you have any questions.

Attachments

Cc: Mayor and Council  
Sandra Webb, CFO  
Linda S. McDermott, Clerk  
Alina Ferreira, P.E., Assistant Engineer  
Kristin Appelget, Princeton University  
Jim Constantine, LRK Inc.

November 21, 2016

Ms. Deanna Stockton, P.E.  
Director of Engineering  
Municipality of Princeton  
400 Witherspoon Street  
Princeton, NJ 08540



**RE:** Additional Services Proposal #2  
for the Nassau Streetscape Design Standards  
Project Number: 03.16005.02

Dear Ms. Stockton:

In response to our recent conversations and email correspondence, LRK Inc. is pleased to submit this proposal for Additional Services for an expanded scope for the final public presentation and revisions to the Streetscape Design Standards. A Not to Exceed (NTE) amount of **\$3,175.00** includes two additional LRK personnel attending the final public presentations and additional preparations to update a slide presentation. Following the final public presentations LRK will make final revisions to the Streetscape Design Standards and provide a PDF of the document.

**Expanded Scope for the Final Public Presentation**

---

**Labor**

Nando Micale, Principal	3 hours at \$235/hour	\$705.00
Michael Kimmey, Design Staff	5 hours at \$95/hour	\$475.00

**Final Revision to the Streetscape Design Standards**

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**Labor**

Jim Constantine, Principal	4 hours at \$250/hour	\$1,000.00
Nando Micale, Principal	1 hour at \$235/hour	\$235.00
Michael Kimmey, Design Staff	8 hours at \$95/hour	\$760.00

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<b>Total</b>		<b>\$3,175.00</b>
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Feel free to contact me should you have questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Constantine', written in a cursive style.

Jim Constantine, PP  
Principal

Cc: Nando Micale, Michael Kimmey, LRK File



**Looney Ricks Kiss**  
 182 Nassau Street, Suite 302  
 Princeton, New Jersey 08542  
 Telephone 609 683 3600

**ADDITIONAL SERVICES AUTHORIZATION**

Additional Services Authorization Number <b>03.16005.02</b>	Client <b>Municipality of Princeton</b>	Date <b>11/21/16</b>
Project <b>Nassau Streetscape Design Standards</b>	Project Number <b>03.16005.00</b>	Project Location <b>Princeton, NJ</b>

The services described below are perceived as a change in scope and, therefore, are subject to billing as additional services or a fee adjustment in accordance with the Original or Master Agreement:

An expanded scope includes two additional LRK personnel attending the final public presentation and follow up revisions to the Streetscape Design Standards. The public presentation will include additional preparations to update a slide presentation. Following the final public presentations LRK will make final revisions to the Streetscape Design Standards and provide a PDF of the document.

**Expanded Scope for the Final Public Presentation**

**Labor**

Nando Micale, Principal	3 hours at \$235/hour	\$705.00
Michael Kimmey, Design Staff	5 hours at \$95/hour	\$475.00

**Final Revision to the Streetscape Design Standards**

**Labor**

Jim Constantine, Principal	4 hours at \$250/hour	\$1,000.00
Nando Micale, Principal	1 hour at \$235/hour	\$235.00
Michael Kimmey, Design Staff	8 hours at \$95/hour	\$760.00

**Total \$3,175.00**

Original or Master Agreement (dated)  
**6/23/16**

Services requested by  
**Deanna Stockton**

Fee and Basis  
**\$3,175.00, Not to Exceed (NTE) Billed Hourly Basis**

Date services to begin  
**Immediately after Additional Services Authorization approval**

Estimated completion date  
**11/30/16**

Prepared by

LRK Authorization by

Date Signed

**Jim Constantine**

**11/16/16**

The services described above are additional services. Please authorize these services by signing and returning this form. Rendering of these services shall be subject to the same terms and conditions as the Original or Master Agreement. These services will be performed upon execution of this document.

Client

Client Authorization by

Date Signed

**Deanna Stockton, Municipality of Princeton**

## SUPPLEMENTAL AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement" or "agreement") entered into this \_\_\_ day of \_\_\_\_\_ 2016\_ 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 Looney, Ricks, Kiss, Inc.(LRK),175 Toyota Plaza Ste. 500, Memphis, TN 38103 (hereafter referred to as "CONSULTANT").

### WITNESS

WHEREAS, PRINCETON desires to obtain professional services **to prepare Streetscape Design Standards for Nassau Street within the Municipality of Princeton;** and

WHEREAS, on **November 21, 2016** CONSULTANT provided a written additional services proposal to PRINCETON for purposes of performing the sought-after professional services to PRINCETON, a copy of which is attached as Exhibit A hereto; and

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

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

1. Scope of Services. CONSULTANT shall use its best efforts to perform professional services and other related duties as follows: **Public Open House Presentation of the draft Nassau Streetscape Design Standards and final revisions to said draft Standards.** The specific tasks involved in these services are more fully set forth in the CONSULTANT'S proposal, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT'S proposal and this Agreement, the terms of this Agreement shall control.
2. Term.
  - a. This Agreement shall become effective on \_\_\_\_\_, 201\_ and shall terminate on **June 1, 2017**, subject to the termination provisions set forth in subsection 2b. below.
  - b. The Agreement may be terminated by either party, by giving **one (1)** months advanced written notice to the other, to the address as set forth on page 1 above.
3. Compensation; Manner of Payment.

- a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed: **three thousand one hundred seventy five dollars (\$3,175.00)**, subject to annual budgetary appropriations.
  - b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit A. CONSULTANT shall give written notice to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the compensation set forth in paragraph 3a.
  - c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of an audited and approved voucher.
4. Affirmative Action/Equal Employment. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit B.
  5. Business Registration & Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
  6. Political Contributions.
    - a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of 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, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution, that is reportable 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 of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.
    - b. In accordance with section 2-87 of the Princeton Code, CONSULTANT

shall not make or solicit any contribution of money, or pledge of a contribution, including in-kind contributions, or loans, to a municipal campaign committee or fund of any candidate for, or holder of, a public office within PRINCETON having ultimate responsibility for the award of this Agreement, or campaign committee financially supporting such candidate or officeholder, or to any political action committee (PAC) that engages in the support of municipal elections and/or municipal parties, or to any PRINCETON or Mercer County party committee, between the time of first communications between that business entity and PRINCETON regarding this Agreement and the later of the termination of negotiations or the completion of the Agreement.

- c. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if CONSULTANT receives contracts in excess of \$50,000 from public entities in a calendar year. It is CONSULTANT responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or [www.elec.state.nj.us](http://www.elec.state.nj.us).

7. Insurance; Hold Harmless.

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

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

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

**ATTEST:**

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

\_\_\_\_\_  
Linda S. McDermott, Clerk

By: \_\_\_\_\_  
Liz Lempert, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Jim Constantine, Principal  
LRK, Inc.

**EXHIBIT B**

**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 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, 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), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form 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.

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

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 meet targeted county employment goals established in accordance with 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 and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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 the Municipality, 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 the Municipality, 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 the Municipality of any prior violation of this section of the contract.

## EXHIBIT C

### BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

#### A. Business Registration

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

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

#### B. Sales and Use Tax

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



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

November 21, 2016

Ms. Deanna Stockton  
Municipality of Princeton  
400 Witherspoon Street  
Princeton, New Jersey 08540

Dear Deanna,

Thank you for sharing the update about the Nassau Street Streetscape Design Standards Project and the request for funding for a final public meeting when the project will be discussed and community input solicited.

We will support the request for \$3,175.00 of additional funding for the project as this request continues to be consistent with the spirit and intent of the 2012 Memorandum of Understanding. As with the original project funding that we supported in January, 2016, we ask that you obtain endorsement from the Mayor and Council for the use of additional funds provided under the MOU for this project.

Sincerely,

A handwritten signature in blue ink that reads "Kristin S. Appelget". The signature is fluid and includes a long horizontal flourish at the end.

Kristin S. Appelget  
*Director*  
*Community and Regional Affairs*

Cc: Marc Dashield  
Robert Durkee  
Michael McKay



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Engineering

**AGENDA ITEM**

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**Release of Cash Maintenance Guaranty in the Amount of \$1,620.00 for  
Subway, 252 Nassau Street (Block 30.02 Lot 79 and 89) to Ashoka  
Systems Inc.**

**ATTACHMENTS:**

- Ashoka Systems - Subway rel of maint (PDF)

# ENGINEERING DEPARTMENT

DATE: November 18, 2016  
TO: Marc Dashield, Princeton Administrator  
FROM: Deanna Stockton, PE, CME, Municipal Engineer *DS*  
PROJECT: **ASHOKA SYSTEMS**  
**Subway – 252 Nassau Street**  
**Block 30.02, Lot 79 and 89**  
**Princeton Borough Zoning Board Case 837-1**

Applicant: Ashoka Systems  
Attn. Rekka Sinha  
130 Brandon Road  
Pennington, NJ 08534

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<input type="checkbox"/>	Performance Guaranty	<input type="checkbox"/>	Reduction	<input type="checkbox"/>	Release	<input type="checkbox"/>	Extension
<input checked="" type="checkbox"/>	Maintenance Guaranty	<input type="checkbox"/>	Acceptance	<input checked="" type="checkbox"/>	Release	<input type="checkbox"/>	Extension
<input type="checkbox"/>	Completion Time Extension			<input type="checkbox"/>	Inspection Escrow Reduction		

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: \_\_\_\_\_ Amount: \_\_\_\_\_  
Form: \_\_\_\_\_ Held by: \_\_\_\_\_

**2. Maintenance Guaranty**

Expiration Date: n/a Amount: \$1,620.00  
Form: Cash Held by Municipality

All work for the above referenced project has been satisfactorily completed. It is therefore recommended that the maintenance guaranty be released at this time along with any remaining escrows and inspection fees.

Please contact me if there are any questions.

DS/cc

cc: Linda McDermott, Municipal Clerk  
Sandra Webb, CFO  
Jack West, P.E., Land Use Engineer  
Rosanna Roberto, Administrative Assistant



*Municipality of Princeton*

*Witherspoon Hall  
400 Witherspoon Street  
Princeton, NJ 08540-3496*

*Office of the Engineer  
Telephone (609)921-7077  
Facsimile (609) 688-2026*

*JOHN M. WEST, P.E., P.P  
Land Use Engineer  
[jwest@princetonnj.gov](mailto:jwest@princetonnj.gov)*

**To:** Deanna Stockton, P.E., Municipal Engineer

**From:** John M. West, P.E., P.P., Land Use Engineer *JMW*

**Subject:** Request for Maintenance Bond Release  
252 Nassau Street (Subway)  
Block 30.02 Lots 79 and 80

**Date:** November 16, 2016

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A request was received for the release of the Maintenance Bond for the above referenced project.

As a result of this request, this office has performed an inspection of the site improvements and found them to be acceptable.

It is my recommendation that the Maintenance bond be released.

Should you have any questions, please contact me.

cc: Sandy Webb,  
Claudia Ceballos



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Engineering

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**AGENDA ITEM**

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**Release of cash maintenance guaranty in the amount of \$22,170.74 along with any remaining escrows and inspection fees for 4 Mercer Street (Block 41.01 Lots 19 and 20) Preliminary and Final Site Plan to Princeton University**

**ATTACHMENTS:**

- Princeton University - 4 Mercer St rel of maint (PDF)

# ENGINEERING DEPARTMENT

DATE: November 15, 2016  
TO: Marc Dashield, Princeton Administrator  
FROM: Deanna Stockton, PE, CME, Municipal Engineer *DS*  
PROJECT: **Princeton University**  
**4 Mercer Street; Block 41.01 Lots 19 and 20**  
**Preliminary and Final Site Plan**  
Applicant: Michael McKay, Vice President of Facilities  
Princeton University  
MacMillan Building, P O Box 2158  
Princeton, NJ 08540

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<input type="checkbox"/>	Performance Guaranty	<input type="checkbox"/>	Reduction	<input type="checkbox"/>	Release	<input type="checkbox"/>	Extension
<input checked="" type="checkbox"/>	Maintenance Guaranty	<input type="checkbox"/>	Acceptance	<input checked="" type="checkbox"/>	Release	<input type="checkbox"/>	Extension
<input type="checkbox"/>	Completion Time Extension			<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:

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: \_\_\_\_\_ Amount: \_\_\_\_\_  
Form: \_\_\_\_\_ Held by: \_\_\_\_\_

**2. Maintenance Guaranty**

Expiration Date: n/a Amount: \$22,170.74  
Form: Cash Held by Municipality

All work for the above referenced project has been satisfactorily completed. It is therefore recommended that the maintenance guaranty be released at this time along with any remaining escrows and inspection fees.

Please contact me if there are any questions.

DS/cc

cc: Linda McDermott, Municipal Clerk  
Sandra Webb, CFO  
Jack West, P.E., Land Use Engineer  
Don Mayer-Brown, Project Manager



# Municipality of Princeton

Municipal Building  
400 Witherspoon Street  
Princeton, NJ 08540-3496

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

John M. West, P.E., P.P.  
Land Use Engineer  
jwest@princetonnj.gov

**To:** Deanna Stockton, P.E., Municipal Engineer

**From:** John M. West, P.E., P.P., Land Use Engineer *JMW*

**Subject:** Request for Maintenance Bond Release  
4 Mercer Street  
Block 41.01, Lots 19 and 20

**Date:** November 4, 2016

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A request was received from the University for a release of the Maintenance Bond for the above referenced project.

As a result of this request, this office has performed an inspection of the site improvements and found them to be acceptable.

It is my recommendation that the Maintenance bond be released.

Should you have any questions, please contact me.

cc: Claudia Ceballos



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 11/28/16 06:00 PM  
Department: Emergency Mgt.

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**RESOLUTION 16-342**

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**Resolution to Accept Mercer County Hazard Mitigation Plan**

**WHEREAS** Princeton, New Jersey, has experienced natural hazards that result in public safety hazards and damage to private and public property;

**WHEREAS** the hazard mitigation planning process set forth by the State of New Jersey and the Federal Emergency Management Agency offers the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future risk;

**WHEREAS** the New Jersey Office of Emergency Management is providing federal mitigation funds to support development of the mitigation plan;

**WHEREAS** a *Hazard Mitigation Plan* (HMP) has been developed by the Mitigation Steering and Planning Committees;

**WHEREAS** the *Hazard Mitigation Plan* includes a prioritized list of mitigation actions including activities that, over time, will help minimize and reduce safety threats and damage to private and public property, and

**WHEREAS** the draft plan was provided to each participating jurisdiction and was posted on the Mercer County website so as to introduce the planning concept and to solicit questions and comments; and to present the HMP and request comments, as required by law, and

**NOW THEREFORE BE IT RESOLVED** that the Mayor and Council of Princeton authorize the Administrator to accept:

1. The *Mercer County Multi-Jurisdictional Hazard Mitigation Plan*, as submitted to the New Jersey Office of Emergency Management and the Federal Emergency Management Agency on **July 15, 2016** by the Mercer County Office of Emergency Management, is hereby adopted as an official plan of Princeton; minor revisions recommended by the Federal Emergency Management Agency and/or the New Jersey Office of Emergency Management may be incorporated without further action.
2. The departments within Princeton that are identified in the HMP are hereby directed to pursue implementation of the recommended high priority activities that are assigned to their departments.
3. Any action proposed by the HMP shall be subject to and contingent upon budget approval, if required, which shall be at the discretion of Princeton, and this resolution shall not be interpreted so as to mandate any such appropriations.

4. The Mercer County OEM Coordinator is designated to coordinate with other offices and shall periodically report on the activities, accomplishments, and progress, and shall prepare an annual progress report to be submitted to the Mercer County Office of Emergency Management. The status reports shall be submitted on a yearly basis by a predetermined date as agreed upon by all stakeholders.

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

I, Kathleen K. Brzezynski, Deputy 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 its meeting held November 28, 2016.

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Kathleen K. Brzezynski  
Deputy Clerk

**ATTACHMENTS:**

- Mercer County Hazard Mitigation Plan(TXT)

Comments: The hazard mitigation planning process analyzes the community's risk from hazards, coordinates available resources, and implements actions to reduce or eliminate risks.

The purpose of the Mercer County All-Hazard Mitigation Planning is to:

1. Identify the hazards that impact Princeton;
2. Identify actions and activities to reduce any losses from those hazards; and
3. Establish a coordinated process to implement the Plan.

The benefits include:

1. Assisting local communities with reducing risks by identifying vulnerabilities and developing strategies to lessen and/or eliminate the effects of a potential hazard;
2. Building partnerships and reducing duplication of efforts among organizations with similar or overlapping goals;
3. Creating more sustainable and disaster-resistant communities;
4. Communicating needs to state and federal officials when funding becomes available, particularly after a disaster; and
5. Increasing public awareness of local hazards and disaster preparedness.