



PRINCETON
MAYOR AND COUNCIL OF PRINCETON
AGENDA • APRIL 24, 2017

Regular Meeting

Main Council Room

6:00 PM

400 Witherspoon Street, Princeton, NJ 08540

I. STATEMENT CONCERNING NOTICE OF MEETING

II. ROLL CALL

III. 6:00 P.M. CLOSED SESSION

1. 17-126 Closed Session Resolution
2. Litigation - Drake v. Princeton
3. Litigation - Affordable Housing Declaratory Judgement Action Update

IV. 7:00 P.M. OPEN SESSION

V. PLEDGE OF ALLEGIANCE

VI. AWARD OF RECOGNITION

1. Claire Jacobus

VII. PROCLAMATION

1. Proclaiming May is National Bike Month, May 10 is Bike to School Day and May 19 is Bike to Work Day in Princeton, New Jersey

VIII. ANNOUNCEMENTS

IX. APPROVAL OF MINUTES

1. February 13, 2017 Closed Session
2. February 13, 2017

X. COMMENTS FROM THE PUBLIC

XI. PUBLIC HEARING

1. 17-127 Resolution Confirming Edgehill Road Sidewalk Assessment

XII. REPORTS

1. February 2017 Police Report

XIII. WORK SESSION

1. Policy Concerning the Replacement of Mailboxes after a Weather Event
2. Cold Storage Facility

XIV. ORDINANCE PUBLIC HEARINGS

1. 2017-15 An Ordinance of the Municipality of Princeton Authorizing the Vacation of a Ten-Foot Wide Access Easement Across Block 1403, Lot 18 on the Princeton Tax Maps (221 Herrontown Road)
2. 2017-16 An Ordinance by the Municipality of Princeton Accepting the Dedication for Open Space Purposes of a ±7.526-Acre Parcel Abutting the Herrontown Woods Arboretum
3. 2017-17 An Ordinance by the Municipality of Princeton Concerning Litter and Littering and Amending the "Code of the Borough of Princeton, New Jersey, 1974" and the "Code of the Township of Princeton, New Jersey, 1968."
4. 2017-18 An Ordinance by the Municipality of Princeton Concerning Overnight Parking and Applicable Permit Criteria, and Amending the "Code of the Borough of Princeton, New Jersey, 1974" and "Code of the Township of Princeton, New Jersey, 1968."

XV. ORDINANCE INTRODUCTIONS

1. 2017-19 An Ordinance Amending Chapter 34 the Code of Princeton, New Jersey Concerning Sewer Connection Fees (Public Hearing May 22, 2017)
2. 2017-20 An Ordinance by the Municipality of Princeton Accepting "Title 39 Jurisdiction" Over The Griggs Corner Parking Yard and Amending Chapter 19, Article Xi, "Parking" of the Code of the Borough of Princeton, New Jersey, 1974. (Public Hearing May 22, 2017)
3. 2017-21 An Ordinance by the Municipality of Princeton Regulating and Establishing Parking Fees for the Use of Parking Spaces at the Spring Street Municipal Parking Garage for Charging of Electric Vehicles and Amending the "Code of the Borough of Princeton, New Jersey, 1974". (Public Hearing May 22, 2017)
4. 2017-22 An Ordinance by the Municipality of Princeton Regulating Speed Limits on Hutchinson Drive and Amending the "Code of the Township of Princeton, New Jersey, 1968". (Public Hearing May 22, 2017)
5. 2017-23 An Ordinance by the Municipality of Princeton Regulating Speed Limits on Great Road and Amending the "Code of the Township of Princeton, New Jersey, 1968" (Public Hearing May 22, 2017)

6. 2017-24 An Ordinance by the Municipality of Princeton Establishing a Three-Hour Metered Parking Zone on the East Side of University Place, Between College Road and the Berlind Crosswalk, and Amending the "Code of the Borough of Princeton, New Jersey, 1974". (Public Hearing May 22, 2017)
7. 2017-25 An Ordinance by the Municipality of Princeton Extending the No Parking Zone on the East Side of Alexander Street, North of Faculty Road, and Amending the "Code of the Township of Princeton, New Jersey, 1968". (Public Hearing May 22, 2017)

XVI. RESOLUTIONS

1. 17-128 Resolution Approving the 2017 through 2019 Collective Negotiations Agreement with the American Federation of State, County and Municipal Employees - New Jersey (AFSCME - NJ) Local 1530
2. 17-129 Resolution Authorizing a Shared Services Agreement in the Not to Exceed Amount of \$75,000.00 with the Township of Montgomery for Resurfacing of Portions of Cherry Valley Road Within the Princeton Maintenance Area (Transcontinental Pipeline Easement to Great Road / County Route 601)
3. 17-130 Resolution Authorizing a Professional Services Agreement with SWM Consulting, LLC for the Hydrological and Hydraulic Analysis of Three Culverts on Snowden Lane, Grover Avenue and Riverside Drive East, not to exceed \$18,100.00
4. 17-131 Resolution Authorizing Up To \$75,000.00 to Purchase 52A Leigh Avenue
5. 17-132 Resolution Authorizing the Award of the Contract Known as "Princeton Spring 2017 Planting Project" to Sunset Creations, Inc. in the amount of \$26,125.00
6. 17-133 Resolution Amending 2016 Professional Services Agreement for Public Health Nursing with Kathryn Korwin and Increasing the Not to Exceed Amount, \$17,000.00
7. 17-134 Resolution Amending 2017 Contract for Public Health Nursing Services with Kathryn Korwin in an Amount Not to Exceed \$32,000.00
8. 17-135 Resolution Amending 2017 Contract for Supplemental Public Health Nursing Services with Carol Nicholas in an Amount Not to Exceed \$26,000.00
9. 17-136 Resolution Amending 2017 Contract for Animal Boarding Services with Small Animal Veterinary Endowment (S.A.V.E.) in an Amount Not to Exceed \$13,000.00

XVII. CONSENT AGENDA

1. Payment of Bills and Claims
2. 17-137 Resolution Authorizing An Agreement with Princeton Community Housing in an amount not to exceed \$3,150.00 for project management services for the Griggs Farm balcony project.

3. 17-138 Resolution Authorizing Change Order No. 1 in the Not to Exceed Amount of \$2,800.82 with Mazza Mulch Inc. for the Cherry Valley Road Tree Removal Project, Resulting in an Amended Contract Amount of \$45,050.70
4. 17-139 Resolution Authorizing the Execution of Memorandum of Understanding with Mercer County to acquire a Shelter Trailer.
5. Release of a maintenance bond in the amount of \$136,774.22 along with any remaining escrows and inspection fees for the Short Term Academic Housing Preliminary and Final Site Plan to the Institute for Advanced Study
6. 17-140 Resolution Authorizing the Cancellation of Sewer Billing for the Year 2016 on Block 7307, Lot 2
7. 17-141 Resolution Authorizing the Cancellation of Sewer Billing for the Year 2016 on Block 34.01, Lot 17
8. 17-142 Resolution Approving Firefighter Membership Application for Gianluca Baldino
9. 17-143 Resolution Approving Firefighter Membership Application for Yvette C. Felder
10. 17-144 Resolution Approving Firefighter Membership for Associate Member Keller Edwin Taylor
11. 17-145 Resolution Approving the Placement of Pole Banners as Requested by the Princeton Festival, June 10, 2017 to June 24, 2017.
12. 17-146 Resolution Approving the Placement of Pole Banners as Requested by Princeton University Art Museum, June 24, 2017 to September 23, 2017
13. 17-147 Resolution Approving the Placement of a Banner over Washington Road as Requested by Princeton Regional Chamber of Commerce for July 10, 2017 to July 17, 2017
14. 17-148 Resolution Approving the Placement of a Banner over Washington Road as Requested by Princeton HiTops for October 30, 2017 to November 6, 2017
15. 17-149 Resolution Approving the Placement of a Banner over Washington Road as Requested by Stony Brook-Millstone Watershed Association for July 31, 2017 to August 7, 2017

XVIII. CLOSED SESSION (CONTINUATION OF ABOVE IF NECESSARY)

XIX. ADJOURNMENT



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Clerk

RESOLUTION 17-126

Closed Session Resolution

RESOLUTION
OF THE MAYOR AND COUNCIL
OF PRINCETON

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

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:

Litigation - Affordable Housing Declaratory Judgement Action Update
Litigation - Drake v. Princeton

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

I, Delores A. Williams, 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 April 24, 2017.

Delores A. Williams, Deputy Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Clerk

AGENDA ITEM

Litigation - Drake v. Princeton



Mayor and Council

400 Witherspoon Street
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Department: Clerk

AGENDA ITEM

Litigation - Affordable Housing Declaratory Judgement Action Update



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Clerk

AGENDA ITEM

Claire Jacobus



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Engineering

AGENDA ITEM

Proclaiming May is National Bike Month, May 10 is Bike to School Day and May 19 is Bike to Work Day in Princeton, New Jersey

WHEREAS, state and local governments and school districts encourage and promote healthy and active lifestyles for students and residents of the State of New Jersey; and

WHEREAS, our community supports sustainable behavior and our school district is building a culture of sustainability through education; and

WHEREAS, a lack of physical activity plays a leading role in rising rates of obesity, diabetes and other health problems and being able to walk or bike to school offers an opportunity to build activity into daily routine; and

WHEREAS, private motor transport to nearby schools contributes to traffic congestion and air pollution; and

WHEREAS, all stakeholders strive to inform, assist, inspire, foster and encourage children and their parents to walk and bicycle safely to and from school in an effort to boost physical activity and exercise; and

WHEREAS, this commemoration shall provide an opportunity for students in Princeton to walk and bicycle safely to and from school with a strong effort to promote and encourage healthy and active lifestyles and create safe environmental conditions for students and residents to walk and bike to school and around town.

NOW, THEREFORE, I, Liz Lempert, Mayor of the Municipality of Princeton, County of Mercer, State of New Jersey, do hereby proclaim:

MAY IS NATIONAL BIKE MONTH

**MAY 10 IS BIKE TO SCHOOL DAY
and
MAY 19 IS BIKE TO WORK DAY**

in Princeton, New Jersey and urge all students, parents, teachers, administrators, schools, and school districts in Princeton to participate in walking and biking events, and to consider the safety and health of pedestrians and bicyclists this day and every day.

GIVEN UNDER MY HAND AND SEAL
THIS 24th DAY OF APRIL, 2017.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Clerk

AGENDA ITEM

February 13, 2017 Closed Session

ATTACHMENTS:

- Feb13Closed Session (DOC)

**Closed Session Minutes
Of the Mayor and Council of Princeton
February 13, 2017**

Present: Council President Jenny Crumiller, Councilwoman Jo Butler, Councilwoman Heather Howard, Councilman Bernie Miller, Councilman Tim Quinn, and Mayor Liz Lempert

Absent: Mr. Liverman

Staff Present: Marc Dashield, Administrator, Trishka Cecil, Esq., Kevin Van Hise, Esq., and Lucille Davy, Esq., Mason Griffin and Pierson and Nick Sutter, Police Chief.

Mayor Lempert called the meeting to order at 5:30 P.M. and asked if the requirements were met of the following statement:

“The following is an accurate statement concerning the providing of notice of this meeting and said statement shall be entered in the minutes of this meeting. Notice of this meeting as required by Sections 4a, 3d, 13 and 14 of the Open Public Meetings Act has been provided to the public in the form of a written notice. On February 10, 2017 at 4:30 p.m., said schedule was posted on the official bulletin board in the Municipal Building, transmitted to the Princeton Packet, the Trenton Times, the Town Topics and filed with the Municipal Clerk.

Mayor Lempert asked for a motion for **Resolution 17-57**, as follows:

**RESOLUTION
OF THE MAYOR AND COUNCIL OF PRINCETON
TO GO INTO CLOSED SESSION
(Open Public Meetings Act Sec.3)**

BE IT RESOLVED by the Mayor and Council of Princeton:

This body will now convene into 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:

- Litigation - Affordable Housing Declaratory Judgement Action Update
- Personnel – Police Promotions
- Contract Negotiations - Conveyance of Easements to NJ Historic Trust for Building Encroachments (former Palmer Square Post Office)
- Matters Requiring Confidential Advice of Counsel Regarding AvalonBay Escrow Charge Challenge
- Contract Negotiations - AFSCME

Councilwoman Butler moved to approve; seconded by Councilman Miller. Councilmembers Miller, Crumiller, Howard, Butler and Quinn voted in the affirmative.

Princeton Council recessed into closed session.

Litigation - Affordable Housing Declaratory Judgement Action Update

Mr. Van Hise updated Council on the Affordable Housing Declaratory Judgment Action.

Contract Negotiations - Conveyance of Easements to NJ Historic Trust for Building Encroachments

Mr. Cecil updated Council on the Contract Negotiations concerning the Conveyance of Easements to NJ Historic Trust for Building Encroachments (former Palmer Square Post Office)

Personnel – Police Promotions

Police Chief Sutter joined closed session at this time. He updated Council on the Police promotions process.

Matters Requiring Confidential Advice of Counsel Regarding AvalonBay Escrow Charge Challenge and Contract Negotiations – AFSCME were not discussed during closed session.

At 7:00 P.M. Council reconvened into open session.

Respectfully Submitted, Kathleen Brzezynski, Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Clerk

AGENDA ITEM

February 13, 2017

ATTACHMENTS:

- Feb 13, 2017 (DOC)
- Feb 13 Attachments (PDF)



PRINCETON

Draft

MAYOR AND COUNCIL OF PRINCETON

MINUTES • FEBRUARY 13, 2017

Regular Meeting

Main Council Room

5:30 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 February 10, 2017 at 4:30 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

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

ABSENT: Councilman Liverman

ALSO PRESENT: Marc Dashield, Administrator, Jeff Grosser, Assistant Administrator, Trishka W. Cecil, Municipal Attorney, Sandra Webb, Chief Financial Officer, Nick Sutter, Police Chief, and Deanna Stockton, Municipal Engineer

III. 5:30 P.M. CLOSED SESSION

1. 17-57 Closed Session Resolution

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

2. Litigation - Affordable Housing Declaratory Judgement Action Update

3. Personnel - Police Promotions

4. Contract Negotiations - Conveyance of Easements to NJ Historic Trust for Building Encroachments (former Palmer Square Post Office)

5. Matters Requiring Confidential Advice of Counsel Regarding AvalonBay Escrow Charge Challenge

6. Contract Negotiations - AFSCME

IV. 7:00 P.M. OPEN SESSION

V. PLEDGE OF ALLEGIANCE

The audience participated in the pledge of allegiance.

VI. AWARD OR RECOGNITION: RAY WADSWORTH

Mayor Lempert introduced Saint Paul's Church Monsignor, Joseph N. Rosie who gave a benediction in honor of Ray Wadsworth. Mayor Lempert presented Ray Wadsworth with a Certificate of Recognition and thanked him for all his contributions to the Princeton community.

VII. PROCLAMATION

1. Black History Month

Mayor Lempert read from the Proclamation declaring February as Black History Month.

VIII. ANNOUNCEMENTS

Ms. Butler announced that the Recreation Department has started their seasonal hiring and that employment applications can be found on line and she said that on February 20, 2017 registration for summer programs will begin.

Mayor Lempert announced that Sustainable Princeton has put together an A-Z guide on items that can be recycled or composted. Mayor Lempert also announced that Princeton has been ranked 83rd out of 150 as a *City for Millennial's*. She also added that two groups from our Sister City, Pettoranello, Italy will be coming to Princeton on March 13, 2017 and April 24, 2107 and that Council will have a meet and greet with each group at 5:30 p.m. on those dates.

1. Palmer Square Events Calendar, Anita Fresolone

Anita Freslone, Marketing Director, Palmer Square Management, reviewed the 2017 events calendar for Palmer Square. (Calendar Attached)

2. Introduction: Taneshia Nash Laird, Director, Arts Council of Princeton

Mayor Lempert introduced Taneshia Nash Laird, Director, Arts Council of Princeton.

IX. COMMENTS FROM THE PUBLIC

Kate Warren, 17 Jefferson Road; Alexi Assmues, 32 Maple Street; Kip Cherry, 24 Dempsey Avenue and Paul Driscoll, 141 Harris Road, all addressed Council concerning the stagnation of Senate Bill 1632 and Assembly Bill 3770 concerning light frame residential construction and urged Council to contact our state legislators to move forward with this legislation.

It was the consensus of Council to resend a letter to the legislators along with Resolution 2016-105 which Council passed March 28, 2016 urging the passage of S1632.

Matt Head, 15 Hibben Road, said he operates a web site Lilgov.com where he breaks down videos of local meetings.

X. REPORTS

1. FreeB Ridership Report

Ms. Crumiller gave a report on FreeB ridership. (Report attached) Mayor Lempert said that the "Go Princeton" campaign which is being funded by the Transit Trust Fund is helping advertise the availability of public transit.

2. 2017 Schedule for Code Review Committee

Ms. Butler gave an update on the Code Review Committee saying that they were currently working on harmonizing Sidewalks, Traffic, Littering and High School Parking Zone.

Ms. Howard reported on a community meeting held at the Princeton Library concerning immigration issues.

Mr. Miller reported on the Council Finance Committee. (Report attached).

Mr. Crumiller reported on the IT subcommittee concerning a new notifications system for residents.

Mr. Quinn reported that the Bicycle Committee met on January 26, 2017. Mr. Quinn also reported that the Cyclovia event will be held May 21, 2017.

Mayor Lempert reported on the Mayors Legislative Day recently held concerning on-line submission of local budgets. She also said the Assistant Commissioner of the New Jersey Department of Transportation spoke concerning the ballot question that passed that will increase the gas tax and that the legislature put in place a four person panel who will determine where the money would be spent. She said that it seems like nobody this provision and asked Council for a consensus. It was the consensus of Council to agree with supporting a resolution to remove the four person panel. Mayor Lempert also reported that she and Ms. Crumiller attended a meeting with advocates for the earned sick pay and she said they were interested in Councils plan for this year. Mayor Lempert asked if Council is still interested in moving forward. Ms. Butler suggested that Council wait and discuss it during goals session. Mayor Lempert also said she attended the Historic Preservation Commission (HPC) meeting, prior to this meeting, and that Steve Hiltner and members of the Friends of Herrontown Woods were present. She said that they are interested in obtaining the Veblen House, which is located in Herrontown Woods from Mercer County and restoring it. She said a memo will be coming to Council from the HPC in regards to a transfer with the County.

Deanna Stockton, Municipal Engineer reported that she is meeting with the State and County officials concerning the consolidation requirement for the municipal tax maps.

She also reported a neighborhood meeting concerning the Cherry Valley Road Project will be held on February 15, 2017 and that the bid openings for the former Valley Road Public Works Site, Crosstown Services and the Cherry Valley Road Tree Removal are scheduled for this week. Ms. Stockton also said that she and Mayor Lempert will be attending a pre-construction meeting with New Jersey Department of Transportation for the 206 Bridge Replacement Project on February 16, 2017. She also noted that the Mary Moss Park plans are under review.

XI. WORK SESSION

1. 2017 Council Goals and Priorities, Marc Dashield, Administrator

Marc Dashield reviewed with Council 2017 Goals and Priorities. (Report attached).

XII. ORDINANCE PUBLIC HEARINGS

1. 2017-1 An Ordinance By Princeton Concerning The Animal Control Advisory Committee And Amending Section 2-116 Of The "Code of the Township Of Princeton, 1968."

Mayor Lempert read by title the proposed ordinance and opened the public hearing. Hearing no public comment Mayor Lempert closed the public hearing.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jenny Crumiller, Council President
SECONDER:	Heather Howard, Councilwoman
AYES:	Howard, Crumiller, Miller, Butler, Quinn
ABSENT:	Liverman

2. 2017-2 An Ordinance by the Municipality of Princeton Abolishing The "General Board For Making Assessments For Local Improvements" and Amending the "Code of the Borough of Princeton, New Jersey, 1974" and the "Code of the Township of Princeton, New Jersey, 1968."

Mayor Lempert read by title the proposed ordinance and opened the public hearing. Hearing no public comment Mayor Lempert closed the public hearing.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bernard Miller, Councilman
SECONDER:	Jenny Crumiller, Council President
AYES:	Howard, Crumiller, Miller, Butler, Quinn
ABSENT:	Liverman

3. 2017-3 An Ordinance by the Municipality of Princeton Regulating No Parking and Two Hour Parking on the East Side of Pine Street and Amending the "Code of the Borough of Princeton, New Jersey, 1974".

Mayor Lempert read by title the proposed ordinance and opened the public hearing. Hearing no public comment Mayor Lempert closed the public hearing.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Bernard Miller, Councilman
SECONDER: Jenny Crumiller, Council President
AYES: Howard, Crumiller, Miller, Butler, Quinn
ABSENT: Liverman

4. 2017-4 An Ordinance by the Municipality of Princeton Regulating No Parking on the North Side of Russell Road between Winant Road and Hun Road, and Amending the “Code of the Township of Princeton, New Jersey, 1968”.

Mayor Lempert read by title the proposed ordinance and opened the public hearing. Hearing no public comment Mayor Lempert closed the public hearing.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jenny Crumiller, Council President
SECONDER: Jo Butler, Councilwoman
AYES: Howard, Crumiller, Miller, Butler, Quinn
ABSENT: Liverman

5. 2017-5 An Ordinance by the Municipality of Princeton Regulating No Parking, Two-Hour Parking and Ten Hour Parking on the North Side of Mercer Street between Nassau Street (NJ Route 27) and Edgehill Street, and Amending the “Code of the Borough of Princeton, New Jersey, 1974”.

Mayor Lempert read by title the proposed ordinance and opened the public hearing. Hearing no public comment Mayor Lempert closed the public hearing.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jo Butler, Councilwoman
SECONDER: Jenny Crumiller, Council President
AYES: Howard, Crumiller, Miller, Butler, Quinn
ABSENT: Liverman

6. 2017-6 An Ordinance by the Municipality of Princeton Regulating No Parking and Two-Hour Parking on Carnahan Place and Amending the “Code of the Township of Princeton, New Jersey, 1968”.

Mayor Lempert read by title the proposed ordinance and opened the public hearing. Hearing no public comment Mayor Lempert closed the public hearing.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tim Quinn, Councilman
SECONDER: Jenny Crumiller, Council President
AYES: Howard, Crumiller, Miller, Butler, Quinn
ABSENT: Liverman

7. 2017-7 An Ordinance by the Municipality of Princeton Concerning Garbage, Refuse And Recycling And Amending The "Code of the Borough of Princeton, New Jersey, 1974" and the "Code of The Township of Princeton, New Jersey, 1968".

Mayor Lempert read by title the proposed ordinance and opened the public hearing. Hearing no public comment Mayor Lempert closed the public hearing.

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

XIII. RESOLUTIONS

1. 17-58 Resolution Authorizing a Professional Services Agreement with Apruzzese, McDermott, Mastro & Murphy, for a sum not to exceed \$15,000.00 to serve as Labor Counsel for 2017.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jenny Crumiller, Council President
SECONDER: Jo Butler, Councilwoman
AYES: Howard, Crumiller, Miller, Butler, Quinn
ABSENT: Liverman

2. 17-59 Resolution Authorizing the Extension of the Existing Contract with Magic Touch Construction for Plumbing Services Various Locations within the Municipality of Princeton for One (1) Year (2017) for an Amount Not to Exceed \$75,000.00

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jo Butler, Councilwoman
SECONDER: Jenny Crumiller, Council President
AYES: Howard, Crumiller, Miller, Butler, Quinn
ABSENT: Liverman

3. 17-60 Resolution Authorizing the Extension of the Existing Contract with Tom L. Wells Electrical Contractor, Inc. For Electrical Services Various Locations within the Municipality of Princeton for One (1) Year (2017) for an Amount Not to Exceed \$150,000.00

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jenny Crumiller, Council President
SECONDER: Jo Butler, Councilwoman
AYES: Howard, Crumiller, Miller, Butler, Quinn
ABSENT: Liverman

4. 17-61 Resolution Supporting Assignment of Receivables to Mercer County Improvement Authority and Outstanding Claims in the amount of \$19,376.00

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jenny Crumiller, Council President
SECONDER: Jo Butler, Councilwoman
AYES: Howard, Crumiller, Miller, Butler, Quinn
ABSENT: Liverman

XIV. CONSENT AGENDA

1. Payment of Bills and Claims
2. 17-62 Resolution Authorizing Appointments to Boards, Commissions and Committees
3. 17-63 Resolution of Support from Mayor and Council of Princeton Establishing a Creative Team
4. 17-64 Resolution Authorizing a Professional Services Agreement with the Law Office of Karen L. Cayci, LLC for a sum not to exceed \$8,250.00 for legal services for the Princeton Planning Board for continued representation in litigation entitled Princeton Battlefield Area Preservation Society v. Princeton Planning Board, et al. And For Conflict Representation.
5. 17-65 Resolution Requesting Installation of Audible Warning Devices at the New Jersey Route 27 (Nassau Street) / Washington Road / Vandeventer Avenue Traffic Signal and Authorizing the Required 25% Municipal Contribution Estimated at \$2,250.00
6. 17-66 Resolution Authorizing a Supplemental Professional Services Agreement in the amount not to exceed \$10,671.30 with Princeton Hydro, LLC for Environmental Services for Cherry Valley Road Improvements
7. 17-67 Resolution Authorizing a Shared Services Agreement for Specialized Health Services with the Township of Hamilton for 2017
8. Completion Time Extension to August 31, 2017 for 255 Nassau Street (Block 48.01 Lots 7 & 8) Preliminary/Final Major Site Plan to ROI Renovations and Development
9. Release of performance bond No. 4-020-207 in the amount of \$1,374,747.00 for Hemlock Circle, Philip Drive, Woodside Lane Improvement Project to Evangelos Dimitrakopoulos T/A Vangelis Construction Co.

10. Release of cash maintenance guaranty in the amount of \$11,490.09 for the Lining of Sanitary Sewers on Olden Lane, Newlin Road and Moore Street to Allstate Power Vac, Inc.
11. 17-68 Resolution Approving the Placement of a Banner Over Washington as Requested by the Corner House Foundation for April 3, 2017 to April 10, 2017
12. 17-69 Resolution Approving the Placement of a Banner Over Washington as Requested by the Arts Council of Princeton for April 24, 2017 to May 1, 2017
13. 17-70 Resolution Approving the Placement of a Banner Over Washington Road as Requested by Home Front for May 8, 2017 to May 15, 2017
14. 17-71 Resolution Approving the Placement of a Banner Over Washington Road as Requested by the Voices for June 5, 2017 to June 12, 2017
15. 17-72 Resolution Authorizing Special Event for the Arts Council of Princeton for Communiversiity, April 30, 2017
16. 17-73 Resolution Authorizing Special Event for HiTops, Inc. for the 2017 Princeton Half Marathon, November 5, 2017

Heidi Fitchebaum addressed Council concerning the previously adopted ordinance #2017-7. She said she thanked Council for moving forward with this ordinance, but she wanted Council to consider three additional points. 1) For larger projects, as part of the site plan approval, consider that the applicant be required to submit a recycling plan as part of the approval process. 2) Require at least a yearly report showing that the 50% goal of recycling is being met on the building site and 3) Education of sub-contractors.

XV. CLOSED SESSION (CONTINUATION OF ABOVE IF NECESSARY)

XVI. ADJOURNMENT

A motion to adjourn at 9:45 p.m. was made by Ms. Howard, seconded by Ms. Butler and carried unanimously by those present.

PALMER SQUARE MANAGEMENT
EVENT CALENDAR
2017

On February 13, 2017 Palmer Square Management, L.L.C. requests permission to use the park-like area known as The Green and the PSW, PSE, PSN, 1 PS right-of-way areas for a series of annual downtown events.

A Certificate of Insurance in the amount of \$1,000,000 naming the Mayor and Council of Princeton as *Certificate Holder* and *Additional Insured* is on file in the Clerk's office through June 10, 2017. The annual certificate for June 11, 2017 - June 10, 2018 will be forwarded to the clerk's office.

The contact for each event held in Palmer Square is: Anita Fresolone, Director of Marketing, 609.921.2853 or afresolone@palmersquare.com.

Palmer Square will work closely with Police and other officials re: Road Closures, Traffic Control and/or Health Permits. Noise permits will be obtained by Palmer Square Management for their events when required. Any changes or additions to this schedule will be communicated to Clerk's office.

PI DAY PRINCETON (participant)

Saturday, March 11: 3:14pm-4pm

Pie throwing contest will take place on the Green in celebration of Einstein's birthday.

COMMUNIVERSITY (participant)

Sunday, April 30: 1:00pm-6pm

Kid's performance stage will be hosted on the Green. Work with AC and police re: Square road closures. *(Permits obtained by Arts Council)*

11th ANNUAL GIRLS NIGHT OUT

Thursday, May 18 (rain date: Friday, May 19): 4:00pm-9:00pm

An exclusive event featuring sales, discounts and free gifts from our tenants. Green will be utilized for check-in, music and food.

(Health Inspector to be involved)

SUMMER BLOCK PARTY PRESENTED BY JAZAMS AND PALMER SQUARE

Friday, June 16: 6:00pm-11:00pm

Children's event featuring crafts, music and food on Palmer Square West, followed by a concert on the Green. *(Police & Health Inspector to be involved)*

DANCERS ON THE SQUARE PRESENTED BY YWCA PRINCETON

Friday, June 23; (rain date: Saturday, June 24): 7:00pm-9:00pm (tentative)

Several dance troupes will do a special presentation on the Green

SUMMER MUSIC SERIES

Every Saturday in July and August: 2:00pm-4:00pm

An eclectic mix of musicians to perform each Saturday on the Green.

SUMMER MOVIE SERIES

One movie in June, July and August (dates TBD) 8:30pm (dusk)
Family-friendly movies on the Green.

PRINCETON CHAMBER OF COMMERCE, MID-SUMMER MARKETING SHOWCASE

Tuesday, July 18 (rain date: Wednesday, July 20)
4:30pm-7:00pm
Business showcase on the Green.
(Permits obtained by Chamber)

SUMMER SIDEWALK SALE

Friday-Sunday, August 4-6: during regular store hours
Sidewalk sales featuring great deals from the stores on the Square, plus music on the Green.

26th ANNUAL JAZZFEAST

Sunday, September 17: Noon-6:00pm
Music/street festival featuring top jazz performers and popular area restaurants.
(Police & Health Inspector to be involved)

HALLOWEEN PARADE SPONSORED BY THE ARTS COUNCIL OF PRINCETON

October 26 or 27: 5:00 pm
Parade gathers on the Palmer Square Green and marches to Hinds Plaza.
(Police to be involved; Permits obtained by Arts Council)

LANTERN WALK BY JAZAMS

Saturday, November 18: 6:00pm
A festive stroll through town, starting and ending on the Green.
(Parade Permit and Police Involvement obtained by jazams)

ANNUAL CHRISTMAS TREE LIGHTING

Friday, November 24: 4:45pm-6:00pm
Town-wide holiday kick-off, with musical performances and an appearance by Santa.
(Police to be involved)

HOLIDAY JAM & TOY DRIVE

Friday, December 1: 6:30pm-8:30pm (tentative)
A variety of performances by Princeton University student groups; toys collection for local charity.

SANTA'S HELPER TOURS WITH PRINCETON TOUR COMPANY

Three Saturdays in December: 11am and 1:30pm
A stroll around the Square for young children to learn the inside scoop on Santa, Ms. Clause, the reindeer and more. Ends with pictures with Santa on the Green.

HOLIDAY ENTERTAINMENT

Saturdays and Sundays, Late November through December:
2-hour afternoon time slots vary
Strolling musicians and singers around the Square/Green
December 24 – Caroling on the Green sponsored by the Arts Council

ANNUAL MENORAH LIGHTING

Thursday, December 14: 5:00pm-6:00pm
Town-wide lighting of the Menorah. Palmer Square North Plaza.

February 13, 2017

Mayor and Council ~

I am here this evening to address an immediate public safety issue; namely, the stagnation of S1632/A3700 that sits stalled in committee. As you may recall from my previous statements regarding this legislation, S1632/A3770 prohibits certain light frame residential construction in densely populated census tracts and establishes construction requirements for certain light frame residential construction in other census tracts. I have attached the proposed bills to my comments. Others are here this evening who are more educated on exactly what is intended by this legislation.

Given the most recent conflagration in Maplewood, I am here to follow up on an email I sent to all of you last week to publicly request that you call for immediate action that will result in passage of this important legislation.

I urge you to vigorously voice your continued support for proposed legislation S1632 introduced in the Senate February 16, 2016 that you articulated in Resolution 16-105 passed on March 28, 2016 (attached) wherein you called for "swift consideration and passage."

Recognizing Councilman Quinn was not yet elected to office, as well as the absence of Councilmen Miller and Liverman, I urge all three to add their support behind the Resolution at this time. The Resolution addresses a public safety issue, not only for tenants and homeowners and their personal property, but for first responders who bravely give so freely of themselves to protect others.

These bills sit STALLED in both the Senate Community and Urban Affairs Committee chaired Democrat Senator Jeff Van Drew 609-465-0700, as well as the Assembly Housing and Community Development Committee chaired by Democrat Assemblyman and Speaker Pro Tempore Jerry Green 908-561-5757

Ironically, Assemblywoman and Deputy Speaker Mila Jasey represents Maplewood and sits as vice chair of the Assembly Housing and Community Development Committee. Hopefully having the issue hit so close to her constituents is ample motivation for her to move the legislation quickly.

This legislation was introduced in response to ~~the~~ ^a 2014 ~~Avonlea Bay~~ ^{that displaced 500 individuals} Edgewater fire. Since that time there have been at least two additional devastating fires in NJ where lightwood construction has been utilized. The time for action is NOW. It's time to put aside the building industry special interests and do what is right to protect human life and property.

My request to you this evening is that you call the committee chairs to demand action, as well as the sponsors and co-sponsors to ask that they demand "swift" consideration on their proposed legislation.

S1632 sponsors ~ Senator Shirley Turner (D) 609-323-7239 and Senator Christopher Bateman (R) 908-526-3600 Co-sponsor Loretta Weinberg (D) 201-928-0100

A3770 sponsors ~ Assemblywoman Elizabeth Munio (D) 609-571-9638 and Assemblyman Reed Gusciora (D) 609-571-9638, Co-sponsor Assemblyman Andrew Zwicker (D) 609-454-3147

S1632 is STALLED in Senate Community and Urban Affairs Committee chaired by Senator Jeff Van Drew (D) 609-465-0700, vice chair Senator Ronald L. Rice (D) 973-371-5665. Committee members: Senator Jennifer Beck (R) 732-933-1591, Senator Christopher Connors (R) 609-693-6700 and Senator Brian Stack (D) 201-721-5263.

A3770 is STALLED in Assembly Housing and Community Development Committee chaired by Assemblyman and Speaker Pro Tempore Jerry Green (D) 908-561-5757, vice chair and Deputy Speaker Assemblywoman Mila Jasey (D) 973-762-1886

Committee members: Assemblyman Robert Clifton (R) (732) 970-6386, Assemblyman Jamel Holley (D) 908-624-0880, Assemblywoman Patricia Egan (D) 856-547-4800 and Assemblywoman Maria Rodriguez-Gregg (R) 609-654-1498

Thank you for your attention to my request this evening. I look forward to learning what action you will be taking and when such action will occur.

Kate Warren
17 Jefferson Road
Princeton

February 13, 2017

Mayor and Council,

We seem to be witnessing a discomfoting number of massive fires here in New Jersey.

An account of the recent massive construction fire in Maplewood, NJ as reported in Town Topics quotes an AvalonBay spokesman as saying that, "Safety is our topmost priority at AvalonBay which is why we continue to incorporate safeguards beyond what is required..." Then he provides examples of steps taken by AvalonBay, such as incorporating upgraded NFPA13 sprinkler systems and masonry fire walls which go beyond what is required by New Jersey Fire & Safety codes. However, statements such as this sound more like a standard press release, even an advertisement, and unfortunately does nothing to reassure anxious residents who are living in or near AvalonBay projects including the multifamily development under construction which we have here in Princeton.

We should not overlook the fact that the construction fire in Maplewood encompassed an area the size of a city block and it took more than 120 firemen to put it out. This would be an unsettling experience for any community, not to mention the high cost to taxpayers for fighting these huge fires. Also critical is the fact that this is the second AvalonBay fire in two years following the Avalon Edgewater fire which took place in January of 2015 destroying 240 apartments, temporarily displacing 1,000 people and leaving 500 people homeless. Fifteen years earlier in 2000, there was another massive construction fire at the same site in Edgewater .."which burned everything to the ground and destroyed nine nearby homes."

All three massive AvalonBay fires are ample reasons for concern among Princeton residents. The health and safety of people currently living at the Avalon Princeton complex, as well as for homeowners who live nearby, are at considerable risk while the project is still under construction. The fact that all three Edgewater and Maplewood fires occurred at complexes which were built to state code or above code is convincing evidence that the current NJ Fire and Safety codes are inadequate and that tougher regulations are now needed.

For these reasons, I fully support Kate Warren's recommendation that you call the appropriate New Jersey key legislators who sit on both the Senate Community and Urban Affairs Committee and the Assembly Housing and Community Development Committee and urge "swift consideration and passage" of Bill S1632. Kate has provided the list of contact information. It often appears to NJ residents that many state legislators are quietly running away this issue. As members of Council, your voices should carry some extra weight. It is also extremely important for NJ residents to call or write to the same legislators. If there is anybody in the audience who would like to contact me at this meeting I can email them a suggested text and list of contacts

Thank you. Paul Driscoll - 141 Harris Road

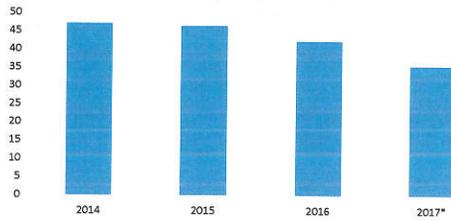


freeB Commuter Service

Service began in 2008

2014	47.1
2015	46.3
2016	42.2
2017*	35.4

freeB Commuter 2014 - 2017
Average Daily Ridership



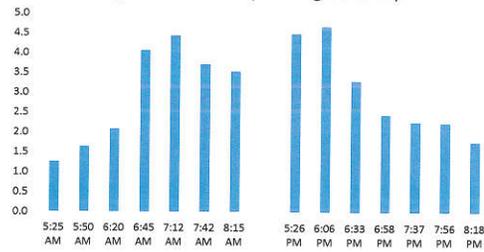
* January 2017

2016 Calendar Year

5:25 AM	1.3
5:50 AM	1.6
6:20 AM	2.1
6:45 AM	4.1
7:12 AM	4.5
7:42 AM	3.7
8:15 AM	3.5
5:26 PM	4.5
6:06 PM	4.7
6:33 PM	3.3
6:58 PM	2.5
7:37 PM	2.3
7:56 PM	2.3
8:18 PM	1.8

There are 7 AM & 7 PM trips

Average Number of Daily Passengers Per Trip



Highest and Lowest Month - Average Daily Ridership

Highest	May-16	47.2	Lowest	Aug-16	34.7
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AM Service - January Monthly Total & Average Daily

Where they get:	ON the bus		OFF the bus	
Princeton Station	99	4.1	Princeton Station	164 6.8
Wiggins & Wspoon	72	3.0	Shopping Center	83 3.5
Harrison & Other*	62	2.6	Palmer Square	46 1.9
Spruce Shelter	57	2.4	Wiggins & Wspoon	42 1.8
Nassau & Linden	39	1.6	Nassau & Linden	18 0.8
Palmer Square	36	1.5	Hamilton & Moore	15 0.6
Shopping Center	30	1.3	Nassau & Moore	15 0.6
Hamilton & Moore	10	0.4	Spruce Shelter	13 0.5
Hamilton & Other	2	0.1	Hamilton & Other	7 0.3
Nassau & Moore	2	0.1	Harrison & Other	2 0.1

PM Service - January Monthly Total & Average Daily

Where they get:	ON the bus		OFF the bus	
Princeton Station	343	14.3	Wiggins & Wspoon	126 5.3
Shopping Center	50	2.1	Shopping Center	93 3.9
Wiggins & Wspoon	33	1.4	Harrison & Other	59 2.5
Spruce Shelter	15	0.6	Hamilton & Other	43 1.8
Harrison & Other*	2	0.1	Palmer Square	39 1.6
Nassau & Linden	1	0.0	Hamilton & Moore	23 1.0
Palmer Square	1	0.0	Princeton Station	20 0.8
Hamilton & Moore	1	0.0	Spruce Shelter	16 0.7
Hamilton & Other	0	0.0	Nassau & Linden	7 0.3
Nassau & Moore	0	0.0	Nassau & Moore	7 0.3

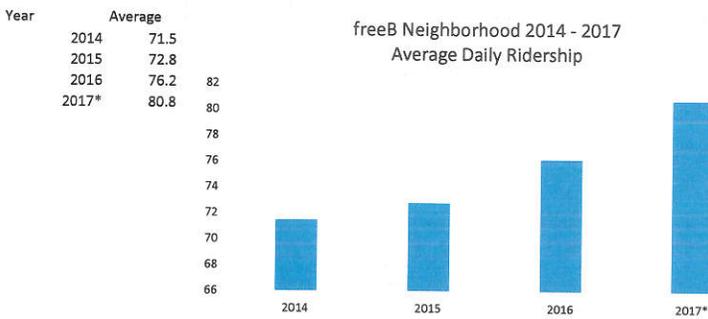
* Typically @ the Franklin bus shelter

freeB Neighborhood Service

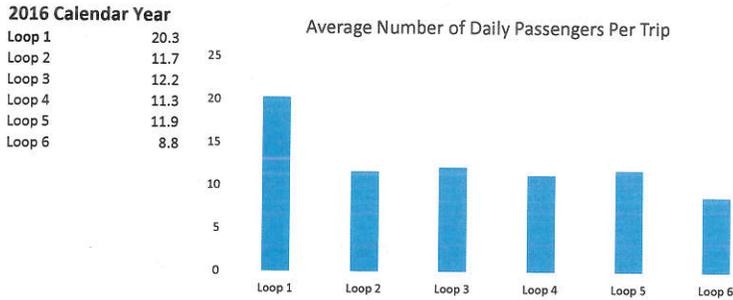
Service started 2011 - 3 days a week

Service Upgraded June 2013 - 6 days a week and continuous service throughout the day

Service Adjusted to a 70 minute schedule Nov 4, 2013



* = January 2017



Service starts at 9:30 AM and ends at 4:30 PM

Highest and Lowest Month - Average Daily Ridership

Month	Average Daily Ridership
Highest Oct-16	81.5
Lowest Apr-16	69.5

freeB Neighborhood Service Boardings For January

Housing	Total	Day
Redding Circle	453	18.9
Elm Court	213	8.9
Community Village	82	3.4
Spruce Court	43	1.8

Destinations	Total	Day
Princeton Shopping Ctr	479	20.0
OTHER	283	11.8
Nassau/Palmer	146	6.1
Witherspoon/Wiggins	109	4.5
PSRC/Mon Hall	44	1.8
Witherspoon/Valley Rd	35	1.5
Witherspoon/Franklin	24	1.0
Nassau/Post Office	13	0.5
Hamilton Boardings	10	0.4
Hill Top Shelter	4	0.2

Report To Council

By

Council Finance Committee

13 Feb 2017

The Council Finance Committee (CFC) consisting of Councilwoman Jo Butler, Councilwoman Heather Howard and Councilman Bernie Miller continued to work on the 2017 budget in meetings with the Administrator, CFO, and department heads on 25 Jan, 31 Jan and 8 Feb.

The review to date has been beneficial in identifying additional revenue and savings as a result of more up to date and complete data available to the CFO after the books for 2016 were closed. In addition, the review identified areas of smaller savings that could be realized in 2017 as well as areas that should be examined by the CFC as part of the preparation for the 2018 budget.

The meeting on 25 Jan focused on services such as alarm and inspection fees where the cost of the service is not fully covered by the fees charged by the municipality. Other services such as Crosstown door-to-door senior and disabled transport were discussed, along with compostables recycling were discussed from the standpoint of the effective use of municipal subsidies for these services.

On 31 Jan the CFC met with PD Chief Sutter, and Bob Hough, PW Department Head. The discussion with Chief Sutter focused on the cost effectiveness and staffing needs of our police operations and the potential impacts of retirements in 2017 on department staffing. The review of Public Works operations considered the provision of municipal garage parking privileges for employees of certain municipally affiliated institutions, enforcement of the leaf and brush ordinance, and the costs of the collection of compostable materials. Staffing needs in the PW Department were also reviewed in light of possible retirements in 2017

The CFC reviewed the operations of the Recreation Department and the Engineering Department on 8 Feb. Ben Stentz, Director of the Recreation Department pointed out that the personnel budget for his department for 2017 was less than that for 2016, and that the budget for parks maintenance was similarly reduced. Mr Stentz pointed out that his department relies heavily on part-time seasonal employees. This has been inefficient as part-time seasonal employees are hard to find and require more supervision than full-time employees. He also mentioned that the smaller in-town parks have maintenance and landscaping issues. The Recreation Department is also reviewing fees charged to various organizations for the use of municipal recreation facilities. The Engineering Department provides technical support to many other departments such as Infrastructure and Public Works, and Planning in the preparation of requests for proposals, review of bids, management of capital projects and inspections of work in process. Because of workload, the department has started to use local engineering firms to supplement our in-house inspection capabilities.

The Administrator has pointed out to the CFC that his schedule calls for the introduction of the 2017 budget not later than the Council meeting scheduled for 27 Feb, and the need for council to complete its work in time to permit budget introduction at the 27 Feb Council meeting.

The Administrator and CFO will meet with the mayor and council in a work session on the 2017 budget on 22 Feb 2017. At that time it is anticipated that the Administrator will present a more comprehensive view of the savings achieved by the review of the 2017 draft budget by the Council Finance Committee working with the Administrator, CFO and department heads.

Submitted by Bernie Miller on behalf of the Council Finance Committee



Mayor and Council
400 Witherspoon Street
Princeton, NJ 08540

Meeting: 02/13/17 05:30 PM
Department: Clerk

AGENDA ITEM

2017 Council Goals and Priorities, Marc Dashield, Administrator

ATTACHMENTS:

- Council Report _2017 Goals Workshop (DOCX)
- New Items From Survey Results (PDF)
- Work Session Ranking Results (PDF)
- Council Survey Results (1) (002) (PDF)

2017 COUNCIL PRIORITIES WORKS SESSION RESULT REPORT

February 9, 2017

As part of the 2017 goals process, the Mayor and Council participated in an electronic survey. The following report outlines the major conclusions that can be drawn from the survey results. In addition, this report summarizes the results of the goals work session held last month.

This year's goal-setting process began in October with a series of breakfast meetings. The breakfast meetings brought together Council, staff and boards/commission chairs to discuss potential initiatives and priorities for 2017. The process also included a discussion with the Council's subcommittees to review their priorities for 2017. After these meetings and decisions, a list of sixty-seven (67) priorities were developed and presented to Council.

The meeting generated initiative/priorities, which were utilized as the basis for an electronic survey that Mayor and Council would use to rank each initiative as low, medium or high priority. The survey results are reported in appendix A.

Reviewing the results of the survey, the succeeding conclusions can be drawn:

100% of the respondents ranked the following initiatives as high

- ✓ Approve and Design "Cold Storage" Facility
- ✓ Continue with the Development of Mary Moss Playground
- ✓ Complete Fair Share Housing Plan – Affordable Housing Litigation

The majority of the respondents ranked the below initiatives as high

<u>Initiative</u>	<u>Percentage Responding High</u>
1. Complete Harmonization of Zoning Code	83%
2. Develop Plan to Mitigate Emerald Ash Borer	83%
3. Prepare Storm Water Management Plan	67%
4. Complete Parking Study	67%
5. Complete Master Plan Re-Examination	67%
6. Complete Code Consolidation	67%
7. Rutgers Review Model	67%
8. Update Emergency Management Plan	67%
9. Sewer Rehabilitation List	67%
10. Affordable Housing Compliance –Housing Obligation	67%
11. Improve Affordable Housing Application Process	67%

The respondents ranked the following initiative as low

1. Potential of Creating New Historic Districts 50%

Council Prioritization Exercise

After completing the survey, Mayor and Council conducted a work session where they reviewed the initiatives and ranked them in order of priority/importance. Projects placed in the bottom half of the rankings were classified again by importance to further help prioritize projects.

Based on the ranking exercise and the survey answers projects were placed into the following tiers.

Tier I initiatives

Those initiatives that should be our primary focus based on their prioritization, or because they are mandated or existing projects.

1. Complete Fair Share Housing Plan - Affordable Housing Litigation.
2. Approve Master Plan Re-Examination
3. Complete Code Consolidation
4. Ordinance Harmonization - Parking Meters (Days & Hours)
5. Improve the Affordable Housing Application Process
6. Address Maintenance Needs for Existing Affordable Housing Units
7. Begin Planning for Community Park South
8. Continue to develop Economic Develop Strategies
9. Approve "Cold Storage" Facility
10. Identify and make improvement to Public Work Facilities
11. Monitor Route 206 Bridge Reconstruction
12. Improve Website Appearance and Accessibility
13. Develop Climate Action Plan
14. Determine Ways to Promote Green Infrastructure
15. Complete Bicycle Master Plan
16. Prepare Storm Water Management Plan
17. Promote Welcoming America Program
18. Update Emergency Management Plan
19. Over Night Parking Regulations
20. Incorporate Health Consideration into Policy making

Existing Projects

21. Parking Study
22. Neighborhood Character Study
23. Rutgers Review Model – Police Stops
24. Planning for the Historic Component of Mary Moss Park
25. Complete Mary Moss Park
26. Earned Sick Leave Ordinance
27. Butler Tract - Rezoning

Tier II Initiatives

Those initiatives that you are believe to be important and if additional resources are necessary, a commitment would be made.

1. Develop Strategies for the use of Municipally Owned Property
2. Hire a Masonry Expert to assist in the review of Route 206 Bridge
3. Develop Plan for Town-Wide GIS
4. Update Emergency Shelter Plan
5. Develop Policy for the use of Traffic Calming devices
6. Review Results of Phase II Fire Department Space and Equipment Study
7. Enhance Five Year Forecast
8. Develop Strategies for Municipal Owned Property *
9. Develop Plan for Town-Wide Document Archiving
10. Develop Town-Wide GIS
11. Evaluate Garbage/Organic Program
12. Create Guidelines for the Adaptive Use and Renovation of Existing Housing to promote Age Friendly community
13. Hours of Operation Ordinance

Tier III Initiatives

Those initiatives that you are believe to be important and should be worked on as resources become available.

1. Improve intergovernmental Cooperation with other agencies including schools
2. Move to a Single Code Book by the End of the Year
3. Develop a Set of By-Laws for Municipal Council
4. Develop Open Space Trail Standards
5. Review and Recommend Improvement to the Agenda Software
6. Formalize Adopt a Park-Agreement with Existing Partner
7. Police – Conduct Community Survey
8. Complete Police Re-Accreditation Process
9. Harmonize – Daytime Parking Regulations

Tier III Initiatives (Continued)

10. Parking Regulations - High School Parking
11. Police Body Camera Implementation
12. Evaluate Leaf and Brush Program
13. Develop a Shelter Plan for Emergencies
14. Begin Planning Historic Component of Mary Moss Park
15. Develop a Transgender Policy
16. Review the Financial Capacity of the Affordable housing Trust Fund
17. Develop Design Standards for Roads, Sidewalks and Other Infrastructure
18. Explore/Expand the Use of Alternative Energy Sources
19. Evaluate the Ratable Base and its impact on Municipal Finance
20. Evaluate Areas where Zoning is incompatible
21. Complete Sustainable Jersey Certification
22. Promote Bike Friendly Programs
23. Develop Options –Sustainability Land Use Policy
24. Prepare Report Transit Integration
25. Prepare Climate Footprint for the Municipality
26. Develop Design Standards for Kings Highway

*

The results identified in this report will be reviewed during Council's work session. The work session will ask Council to confirm the categorization of priorities. In addition, Council will be presented with projects that require further clarification. Table 1 displays the areas requiring additional clarification.

* The following programs did not make the list:

- o Conduction Architectural Survey
- o Create a new Historic District
- o Planning Priority Diversity/Preservation
- o Water Quality Issues

Table 1 Areas Needing Additional Clarification

Initiatives/Projects	Issue Clarification	Identify Resources
Develop a plan for town-wide document archiving	Identify Document Types Requiring Long-Term Archiving & Develop Plan to Digitally Archive these Documents	Potential Consultant Services to Provide Advice and Digital Archiving Budget TBD
Develop a coordinated town-wide GIS system	Complete GIS Implementation Plan	GIS Consultant Budget TBD Funding Available Prior Years Capital Budget 2016 Capital \$68,000 Requested 2017 \$50,000
Begin the planning for Community Park South improvements	Complete Geo-Technical Evaluations & Preliminary Planning	Engineering Consultant Budget \$150,000.00 2017 Capital Request
Complete neighborhood character study	Complete Phase II Preparation of land Use Ordinance to implement Plan	Planning Consultant Budget \$75,000.00 to \$100,000.00 2017 Budget Addition
Hire a masonry expert/contractor to assist with the review of the 206 bridge	Clarification of role of masonry expert	Masonry Expert Budget \$20,000.00 2017 Budget Addition
Identify and make improvements to public works/PSOC facilities	Identify the exact improvement required for DPW facilities improvement efforts	Initial Requested Budget \$1,800,000.00 2017 Capital Budget
Incorporate health considerations into decision making across all policy areas	Need Clarification and Direction on the mechanism to be used to incorporate health Consideration in decision-making. Is it a narrative to be included in briefing memos?	N/A
Approve and design "cold storage" facility	Need to determine the most cost effective design for "cold Storage"	Three designs under consideration that range from \$1,595,000 to \$3,844,500

APPENDIX A
SURVEY RESULTS

New Items From Survey Results

Current run (last updated Feb 9, 2017 10:02pm)

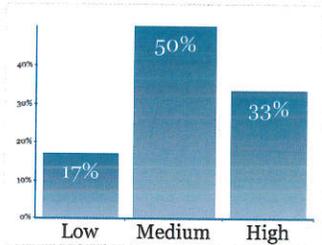
5

Polls

6

Participants

Develop and Approve Council By-Laws



Response options

Low

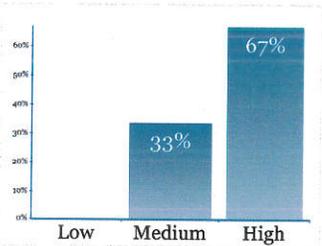
Medium

High

Count	Percentage
1	17%
3	50%
2	33%

6 Responses

Improve Communications with Princeton Board of Education, especially on Facility Sharing



Response options

Low

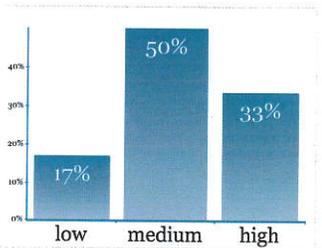
Medium

High

Count	Percentage
0	0%
2	33%
4	67%

6 Responses

Incorporate Health Considerations into Decision Making Across all Policy Areas. Evaluate Policy Decisions Based on their Impact to Health



Response options

low

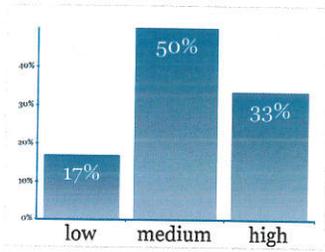
medium

high

Count	Percentage
1	17%
3	50%
2	33%

6 Responses

Create Guidelines for the Adaptive Use and Renovation of Existing Housing and New Construction



Response options

low

medium

high

Count

1

3

2

Percentage

17%

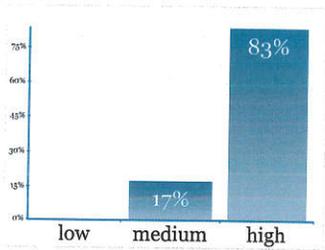
50%

33%

6

Responses

Sidewalks and Bus Stops will be Free of Snow and Ice for Walkers and Bus Riders in Winter



Response options

low

medium

high

Count

0

1

5

Percentage

0%

17%

83%

6

Responses

Work Session Ranking Results

Current run (last updated Feb 9, 2017 10:00pm)

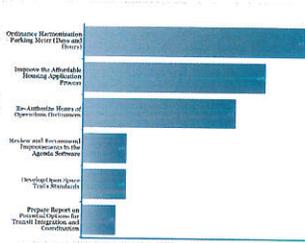
13

Polls

7

Participants

PROVIDE A WELL RUN COMMUNITY (General)



Response options

Rank

Ordinance Harmonization - Parking Meter (Days and Hours)

1st

Improve the Affordable Housing Application Process

2nd

Re-Authorize Hours of Operations Ordinances

3rd

Review and Recommend Improvements to the Agenda Software

4th

Develop Open Space Trails Standards

4th

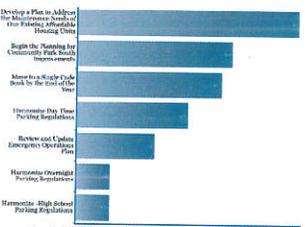
Prepare Report on Potential Options for Transit Integration and Coordination

6th

6

Responses

PROVIDE A WELL RUN COMMUNITY (General Continued)



Response options

Rank

Develop a Plan to Address the Maintenance Needs of Our Existing Affordable Housing Units

1st

Begin the Planning for Community Park South Improvements

2nd

Move to a Single Code Book by the End of the Year

3rd

Harmonize Day Time Parking Regulations

4th

Review and Update Emergency Operations Plan

5th

Harmonize Overnight Parking Regulations

6th

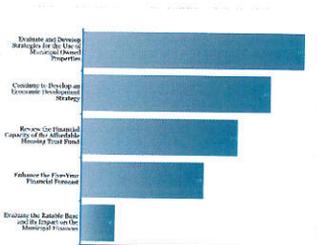
Harmonize -High School Parking Regulations

6th

7

Responses

PROVIDE A FINANCIALLY SUSTAINABLE COMMUNITY



Response options

Rank

Evaluate and Develop Strategies for the Use of Municipal Owned Properties

1st

Continue to Develop an Economic Development Strategy

2nd

Review the Financial Capacity of the Affordable Housing Trust Fund

3rd

Enhance the Five-Year Financial Forecast

4th

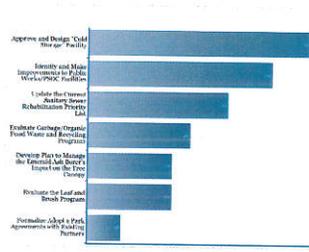
Evaluate the Ratable Base and its Impact on the Municipal Finances

5th

7

Responses

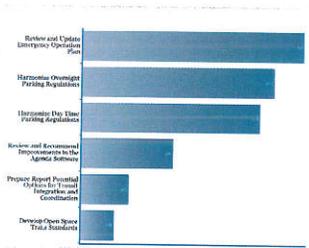
PROVIDE A WELL RUN COMMUNITY (Infrastructure)



Response options	Rank
Approve and Design "Cold Storage" Facility	1st
Identify and Make Improvements to Public Works/PSOC Facilities	2nd
Update the Current Sanitary Sewer Rehabilitation Priority List	3rd
Evaluate Garbage/Organic Food Waste and Recycling Programs	4th
Develop Plan to Manage the Emerald Ash Borer's Impact on the Tree Canopy	5th
Evaluate the Leaf and Brush Program	5th
Formalize Adopt a Park Agreements with Existing Partners	7th

7
Responses

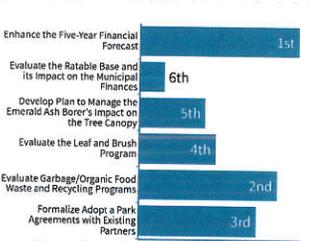
1st Grouping Well Run Community (General)



Response options	Rank
Review and Update Emergency Operation Plan	1st
Harmonize Overnight Parking Regulations	2nd
Harmonize Day Time Parking Regulations	3rd
Review and Recommend Improvements to the Agenda Software	4th
Prepare Report Potential Options for Transit Integration and Coordination	5th
Develop Open Space Trails Standards	6th

7
Responses

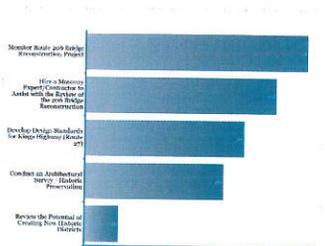
2nd Grouping - Financially Sustainable Community & Well Run Community (Infrastructure)



Response options	Rank
Enhance the Five-Year Financial Forecast	1st
Evaluate Garbage/Organic Food Waste and Recycling Programs	2nd
Formalize Adopt a Park Agreements with Existing Partners	3rd
Evaluate the Leaf and Brush Program	4th
Develop Plan to Manage the Emerald Ash Borer's Impact on the Tree Canopy	5th
Evaluate the Ratable Base and its Impact on the Municipal Finances	6th

6
Responses

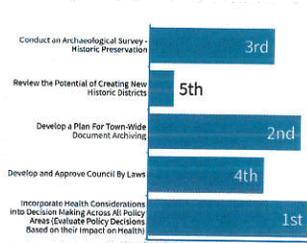
PROVIDE A WELL RUN COMMUNITY (Historic Preservation)



Response options	Rank
Monitor Route 206 Bridge Reconstruction Project	1st
Hire a Masonry Expert/Contractor to Assist with the Review of the 206 Bridge Reconstruction	2nd
Develop Design Standards for Kings Highway (Route 27)	3rd
Conduct an Architectural Survey - Historic Preservation	4th
Review the Potential of Creating New Historic Districts	5th

7
Responses

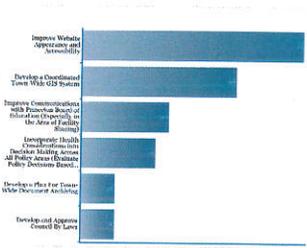
3rd Grouping - Well Run Community (Historic Preservation & Administration)



Response options	Rank
Incorporate Health Considerations into Decision Making Across All Policy Areas (Evaluate Policy Decisions Based on their Impact on Health)	1st
Develop a Plan For Town-Wide Document Archiving	2nd
Conduct an Archaeological Survey - Historic Preservation	3rd
Develop and Approve Council By Laws	4th
Review the Potential of Creating New Historic Districts	5th

7
Responses

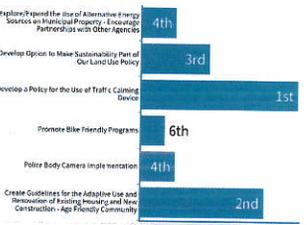
PROVIDE A WELL RUN COMMUNITY (Administration)



Response options	Rank
Improve Website Appearance and Accessibility	1st
Develop a Coordinated Town-Wide GIS System	2nd
Improve Communications with Princeton Board of Education (Especially in the Area of Facility Sharing)	3rd
Incorporate Health Considerations into Decision Making Across All Policy Areas (Evaluate Policy Decisions Based on their Impact on Health)	4th
Develop a Plan For Town-Wide Document Archiving	5th
Develop and Approve Council By Laws	5th

6
Responses

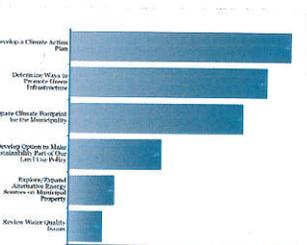
4th Grouping- Well Run Community (Sustainability & Engineering) & Safe and Inclusive Environment



Response options	Rank
Develop a Policy for the Use of Traffic Calming Device	1st
Create Guidelines for the Adaptive Use and Renovation of Existing Housing and New Construction - Age Friendly Community	2nd
Develop Option to Make Sustainability Part of Our Land Use Policy	3rd
Explore/Expand the Use of Alternative Energy Sources on Municipal Property - Encourage Partnerships with Other Agencies	4th
Police Body Camera Implementation	4th
Promote Bike Friendly Programs	6th

7
Responses

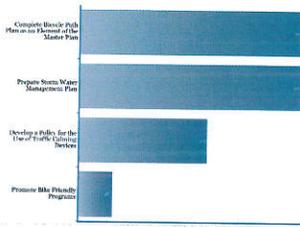
PROVIDE A WELL RUN COMMUNITY (Sustainability)



Response options	Rank
Develop a Climate Action Plan	1st
Determine Ways to Promote Green Infrastructure	2nd
Prepare Climate Footprint for the Municipality	3rd
Develop Option to Make Sustainability Part of Our Land Use Policy	4th
Explore/Expand Alternative Energy Sources on Municipal Property	5th
Review Water Quality Issues	6th

6
Responses

PROVIDE A WELL RUN COMMUNITY (Engineering)



Response options

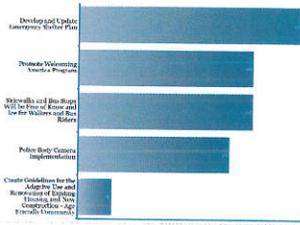
- Complete Bicycle Path Plan as an Element of the Master Plan
- Prepare Storm Water Management Plan
- Develop a Policy for the Use of Traffic Calming Devices
- Promote Bike Friendly Programs

Rank

- 1st
- 1st
- 3rd
- 4th

7
Responses

PROVIDE A SAFE AND INCLUSIVE COMMUNITY



Response options

- Develop and Update Emergency Shelter Plan
- Promote Welcoming America Program
- Sidewalks and Bus Stops Will be Free of Snow and Ice for Walkers and Bus Riders
- Police Body Camera Implementation
- Create Guidelines for the Adaptive Use and Renovation of Existing Housing and New Construction - Age Friendly Community

Rank

- 1st
- 2nd
- 2nd
- 4th
- 5th

7
Responses

Council Survey Results

Done

Current run (last updated Feb 10, 2017 4:22pm)

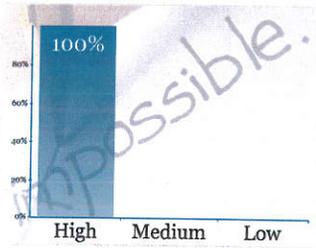
65

Polls

8

Participants

Approve and Design "Cold Storage" Facility



Response options

High

Medium

Low

Count

Percentage

6

100%

0

0%

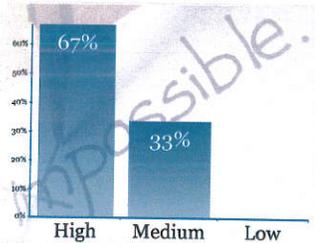
0

0%

6

Responses

Review Results of Phase II - Fire Department Space and Equipment Needs Study



Response options

High

Medium

Low

Count

Percentage

4

67%

2

33%

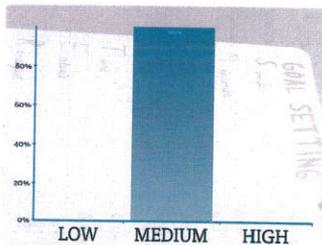
0

0%

6

Responses

Develop Climate Action Plan



Response options

LOW

MEDIUM

HIGH

Count

Percentage

0

0%

1

100%

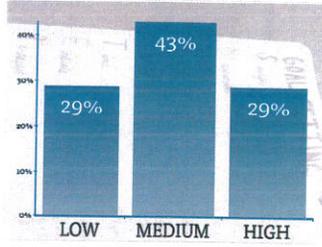
0

0%

1

Response

Prepare Climate Footprint for the Municipality



Response options

LOW

MEDIUM

HIGH

Count Percentage

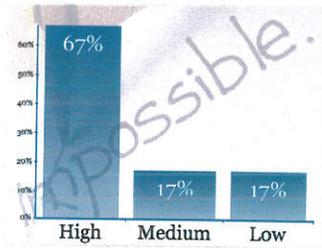
2 29%

3 43%

2 29%

7
Responses

Complete Bicycle Path Plan as an Element of the Master Plan



Response options

High

Medium

Low

Count Percentage

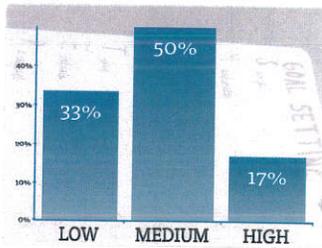
4 67%

1 17%

1 17%

6
Responses

Develop Design Standards for Kings Highway (Route 27)



Response options

LOW

MEDIUM

HIGH

Count Percentage

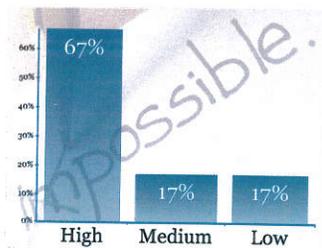
2 33%

3 50%

1 17%

6
Responses

Continue to Develop an Economic Development Strategy



Response options

High

Medium

Low

Count Percentage

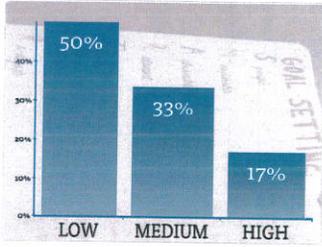
4 67%

1 17%

1 17%

6
Responses

Review the Potential of Creating New Historic Districts



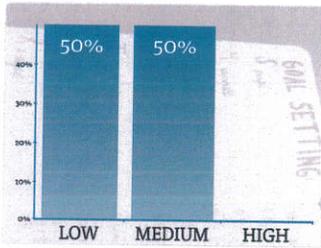
Response options

- LOW
- MEDIUM
- HIGH

Response options	Count	Percentage
LOW	3	50%
MEDIUM	2	33%
HIGH	1	17%

6 Responses

Conduct an Architectural Survey -Historic Preservation



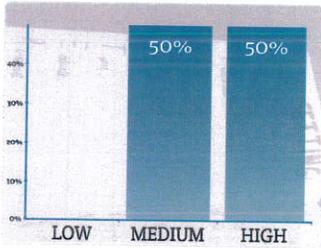
Response options

- LOW
- MEDIUM
- HIGH

Response options	Count	Percentage
LOW	3	50%
MEDIUM	3	50%
HIGH	0	0%

6 Responses

Monitor Route 206 Bridge Reconstruction Project



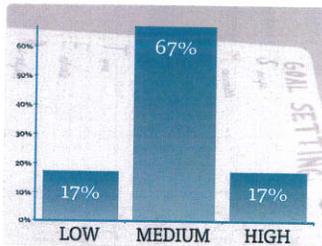
Response options

- LOW
- MEDIUM
- HIGH

Response options	Count	Percentage
LOW	0	0%
MEDIUM	3	50%
HIGH	3	50%

6 Responses

Hire a Masonry Expert/Contractor to Assist with the Review of the 206 Bridge Reconstruction



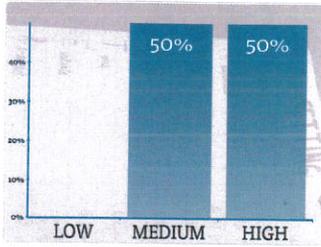
Response options

- LOW
- MEDIUM
- HIGH

Response options	Count	Percentage
LOW	1	17%
MEDIUM	4	67%
HIGH	1	17%

6 Responses

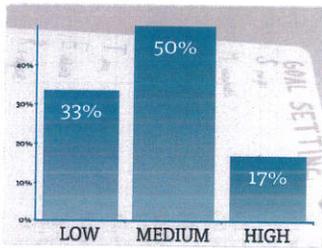
Develop a Policy for the Use of Traffic Calming Devices



Response options	Count	Percentage
LOW	0	0%
MEDIUM	3	50%
HIGH	3	50%

6
Responses

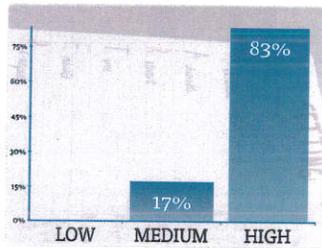
Prepare Report Potential Options for Transit Integration and Coordination



Response options	Count	Percentage
LOW	2	33%
MEDIUM	3	50%
HIGH	1	17%

6
Responses

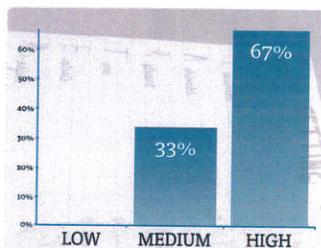
Complete the Harmonization of the Zoning Code



Response options	Count	Percentage
LOW	0	0%
MEDIUM	1	17%
HIGH	5	83%

6
Responses

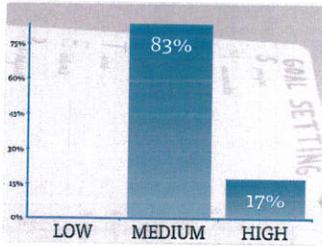
Complete Master Plan Re-Examination



Response options	Count	Percentage
LOW	0	0%
MEDIUM	2	33%
HIGH	4	67%

6
Responses

Evaluate in Areas Where the Actual Conditions are Incompatible with Zoning Code and Recommend Zoning Changes



Response options

LOW

Count

0

Percentage

0%

MEDIUM

5

83%

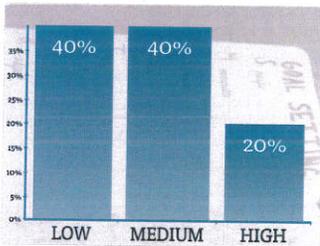
HIGH

1

17%

6 Responses

Determine if Our Planning Priority is to Promote Diversity or Promote Preservation



Response options

LOW

Count

2

Percentage

40%

MEDIUM

2

40%

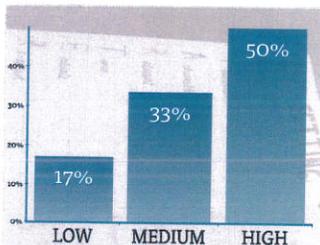
HIGH

1

20%

5 Responses

Determine Ways to Promote Green Infrastructure



Response options

LOW

Count

1

Percentage

17%

MEDIUM

2

33%

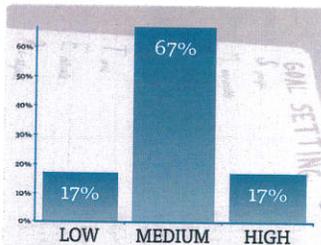
HIGH

3

50%

6 Responses

Complete Sustainable Jersey Certification and Achieve Silver Certification or Better



Response options

LOW

Count

1

Percentage

17%

MEDIUM

4

67%

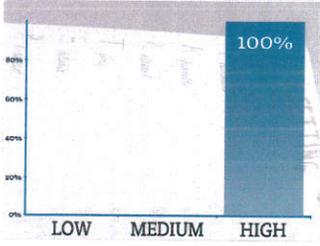
HIGH

1

17%

6 Responses

Complete Fair Share Housing Plan- Affordable Housing Litigation



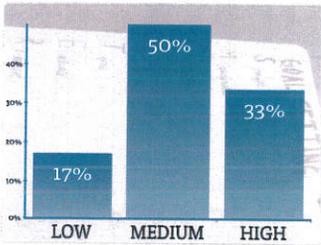
Response options

- LOW
- MEDIUM
- HIGH

Response options	Count	Percentage
LOW	0	0%
MEDIUM	0	0%
HIGH	6	100%

6 Responses

Promote Bike Friendly Programs



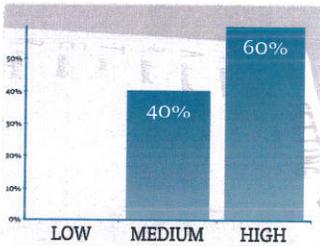
Response options

- LOW
- MEDIUM
- HIGH

Response options	Count	Percentage
LOW	1	17%
MEDIUM	3	50%
HIGH	2	33%

6 Responses

Develop Options to Make Sustainability Part of the Land Use Policy



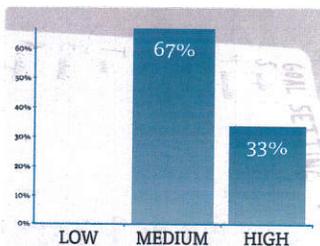
Response options

- LOW
- MEDIUM
- HIGH

Response options	Count	Percentage
LOW	0	0%
MEDIUM	2	40%
HIGH	3	60%

5 Responses

Enhance the Five-Year Forecast



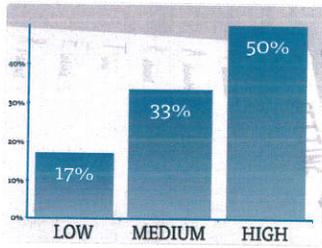
Response options

- LOW
- MEDIUM
- HIGH

Response options	Count	Percentage
LOW	0	0%
MEDIUM	4	67%
HIGH	2	33%

6 Responses

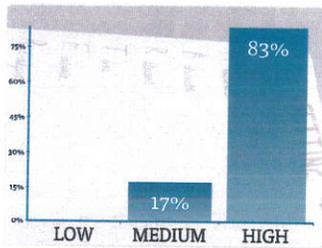
Evaluate the Ratable Base and Its Impact on the Municipal Finances



Response options	Count	Percentage
LOW	1	17%
MEDIUM	2	33%
HIGH	3	50%

6 Responses

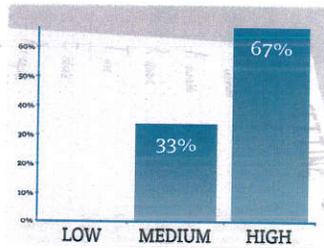
Develop Plan to Manage the Emerald Ash Borer's Impact on the Tree Canopy



Response options	Count	Percentage
LOW	0	0%
MEDIUM	1	17%
HIGH	5	83%

6 Responses

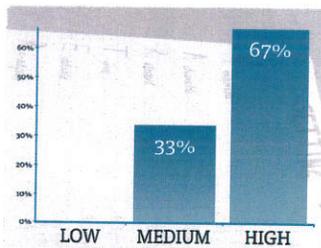
Complete Parking Study



Response options	Count	Percentage
LOW	0	0%
MEDIUM	2	33%
HIGH	4	67%

6 Responses

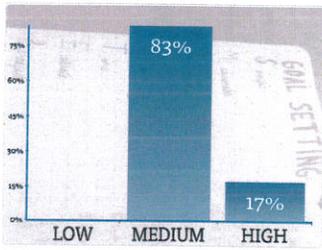
Prepare Storm Water Management Plan



Response options	Count	Percentage
LOW	0	0%
MEDIUM	2	33%
HIGH	4	67%

6 Responses

Develop Design Standards for Roads, Sidewalks and Other Infrastructure



Response options

Count Percentage

LOW

0 0%

MEDIUM

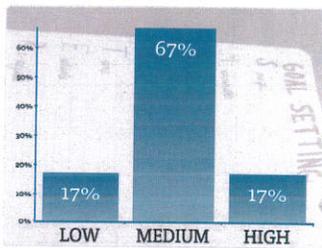
5 83%

HIGH

1 17%

6 Responses

Develop a Coordinated Town-wide GIS system



Response options

Count Percentage

LOW

1 17%

MEDIUM

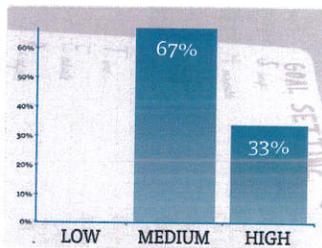
4 67%

HIGH

1 17%

6 Responses

Explore/Expand the Use of Alternative Energy Sources on Municipal Property and Encourage Partnership with Schools/ Other Agencies



Response options

Count Percentage

LOW

0 0%

MEDIUM

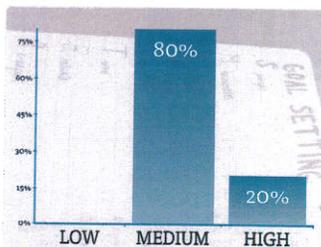
4 67%

HIGH

2 33%

6 Responses

Review Water Quality Issues



Response options

Count Percentage

LOW

0 0%

MEDIUM

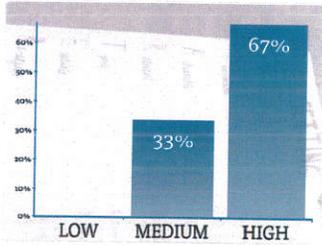
4 80%

HIGH

1 20%

5 Responses

Improve the Affordable Housing Application Process



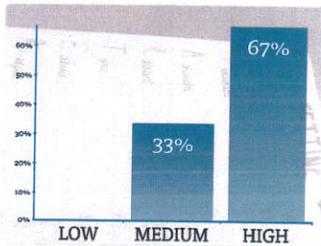
Response options

- LOW
- MEDIUM
- HIGH

Response options	Count	Percentage
LOW	0	0%
MEDIUM	2	33%
HIGH	4	67%

6 Responses

Develop a Plan to Address the Maintenance Needs of Our Existing Affordable Housing Units



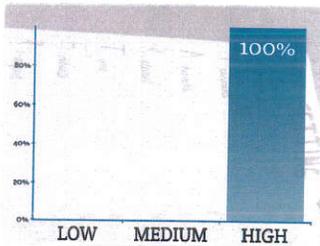
Response options

- LOW
- MEDIUM
- HIGH

Response options	Count	Percentage
LOW	0	0%
MEDIUM	2	33%
HIGH	4	67%

6 Responses

Continue with the Development of Mary Moss Playground



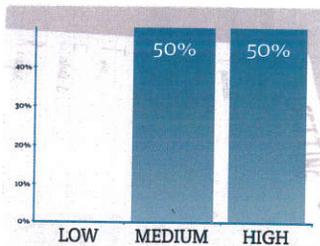
Response options

- LOW
- MEDIUM
- HIGH

Response options	Count	Percentage
LOW	0	0%
MEDIUM	0	0%
HIGH	6	100%

6 Responses

Review the Financial Capacity of the Affordable Housing Trust Fund



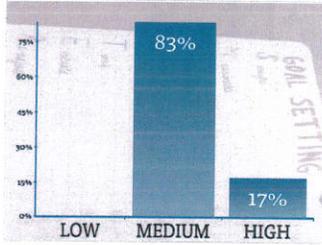
Response options

- LOW
- MEDIUM
- HIGH

Response options	Count	Percentage
LOW	0	0%
MEDIUM	3	50%
HIGH	3	50%

6 Responses

Begin the Planning for Improvements to Community Park South



Response options

LOW

MEDIUM

HIGH

Count Percentage

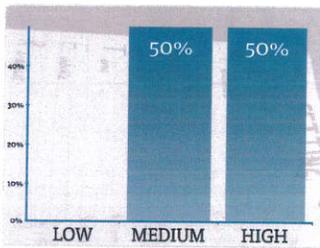
0 0%

5 83%

1 17%

6 Responses

Begin Planning for the Historic Component of Mary Moss Park



Response options

LOW

MEDIUM

HIGH

Count Percentage

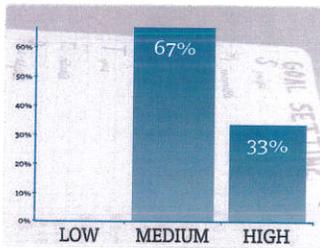
0 0%

3 50%

3 50%

6 Responses

Recreation Board - Develop a Transgender Policy



Response options

LOW

MEDIUM

HIGH

Count Percentage

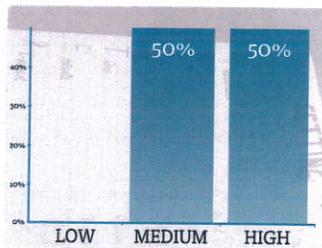
0 0%

4 67%

2 33%

6 Responses

Human Services - Promote Welcoming America Program



Response options

LOW

MEDIUM

HIGH

Count Percentage

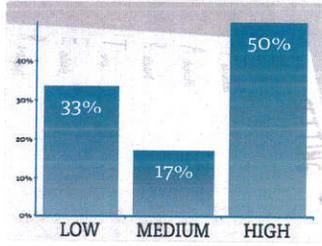
0 0%

3 50%

3 50%

6 Responses

Police Body Camera Implimentation



Response options

LOW

MEDIUM

HIGH

Count

Percentage

2

33%

1

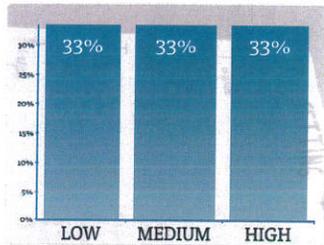
17%

3

50%

6 Responses

Evaluate the Leaf and Brush Program



Response options

LOW

MEDIUM

HIGH

Count

Percentage

2

33%

2

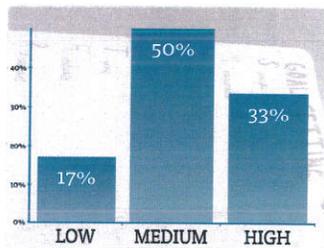
33%

2

33%

6 Responses

Conduct an Evaluation of Garbage/Trash, Organic Food Waste and Recycling Programs



Response options

LOW

MEDIUM

HIGH

Count

Percentage

1

17%

3

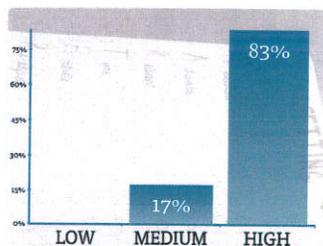
50%

2

33%

6 Responses

Identify and Make Improvements to Public Works/PSOC Facilities



Response options

LOW

MEDIUM

HIGH

Count

Percentage

0

0%

1

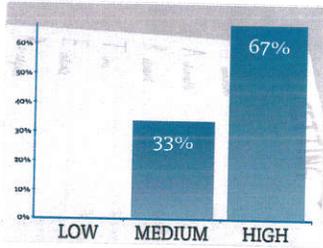
17%

5

83%

6 Responses

Update the Current Sanitary Sewer Rehabilitation Priority List



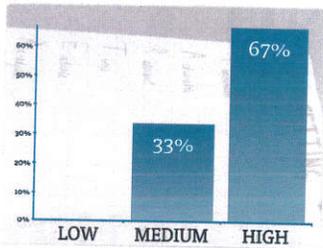
Response options

- LOW
- MEDIUM
- HIGH

Count	Percentage
0	0%
2	33%
4	67%

6 Responses

Review and Update Emergency Operation Plan



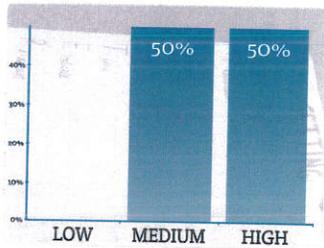
Response options

- LOW
- MEDIUM
- HIGH

Count	Percentage
0	0%
2	33%
4	67%

6 Responses

Develop a Shelter Plan for Emergencies



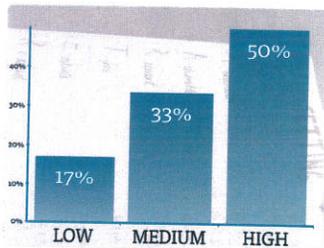
Response options

- LOW
- MEDIUM
- HIGH

Count	Percentage
0	0%
3	50%
3	50%

6 Responses

Harmonize - Overnight Parking Regulations



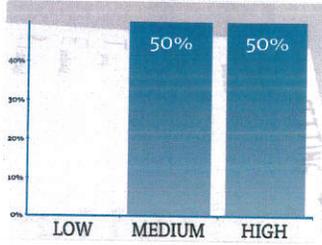
Response options

- LOW
- MEDIUM
- HIGH

Count	Percentage
1	17%
2	33%
3	50%

6 Responses

Harmonize - Daytime Parking Regulations



Response options

LOW

MEDIUM

HIGH

Count Percentage

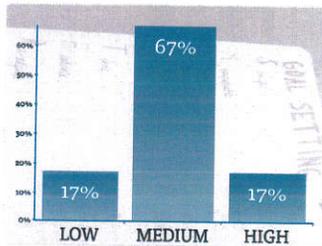
0 0%

3 50%

3 50%

6 Responses

Develop Plan for Town-Wide Document Archiving



Response options

LOW

MEDIUM

HIGH

Count Percentage

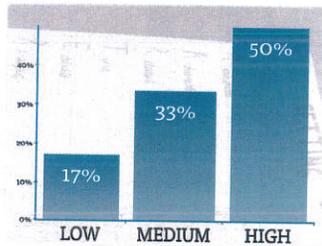
1 17%

4 67%

1 17%

6 Responses

Ordinance Harmonization - High School Parking



Response options

LOW

MEDIUM

HIGH

Count Percentage

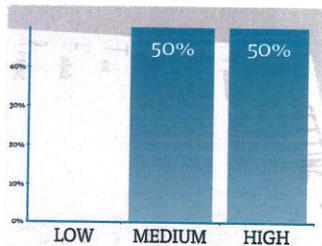
1 17%

2 33%

3 50%

6 Responses

Ordinance Harmonization - Days and Hours for Meters



Response options

LOW

MEDIUM

HIGH

Count Percentage

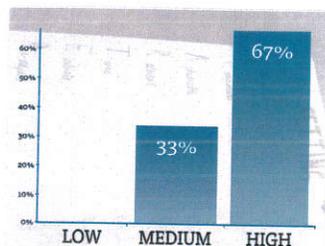
0 0%

3 50%

3 50%

6 Responses

Review Rutgers Review Model - Police Stops



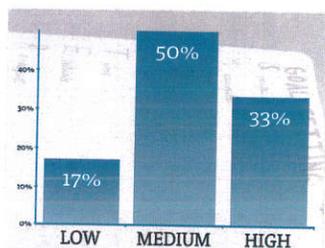
Response options

- LOW
- MEDIUM
- HIGH

Count	Percentage
0	0%
2	33%
4	67%

6 Responses

Police - Conduct Community Survey



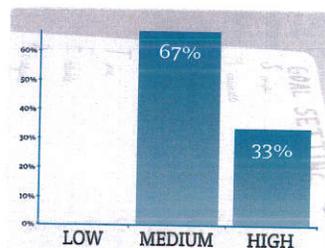
Response options

- LOW
- MEDIUM
- HIGH

Count	Percentage
1	17%
3	50%
2	33%

6 Responses

Complete Police Re-Accreditation Process



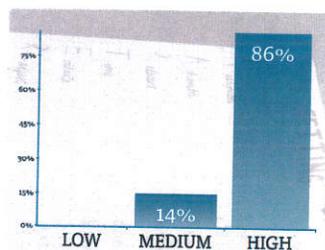
Response options

- LOW
- MEDIUM
- HIGH

Count	Percentage
0	0%
4	67%
2	33%

6 Responses

Improve Website Appearance and Accessibility



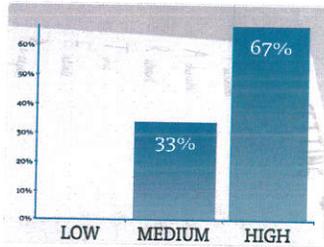
Response options

- LOW
- MEDIUM
- HIGH

Count	Percentage
0	0%
1	14%
6	86%

7 Responses

Complete the Code Consolidation Process



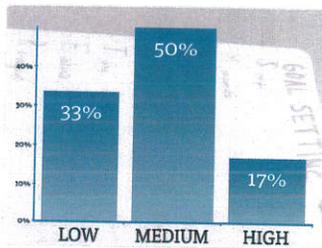
Response options

- LOW
- MEDIUM
- HIGH

Count	Percentage
0	0%
2	33%
4	67%

6 Responses

Develop Open Space Trail Standards



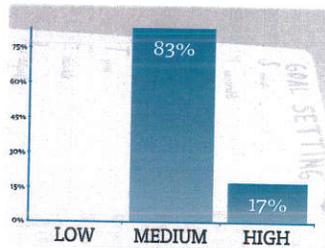
Response options

- LOW
- MEDIUM
- HIGH

Count	Percentage
2	33%
3	50%
1	17%

6 Responses

Review and Recommend Improvements to the Agenda Software



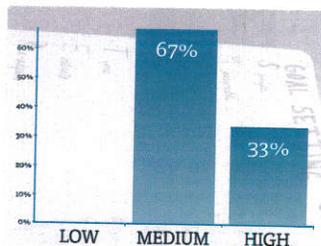
Response options

- LOW
- MEDIUM
- HIGH

Count	Percentage
0	0%
5	83%
1	17%

6 Responses

Formalize Adopt a Park Agreements with Existing Partners



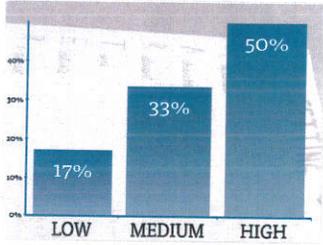
Response options

- LOW
- MEDIUM
- HIGH

Count	Percentage
0	0%
4	67%
2	33%

6 Responses

Re-Authorize Hours of Operation Ordinance



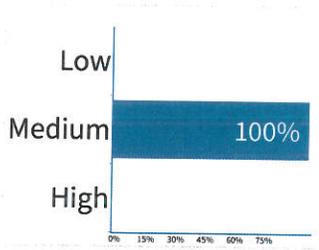
Response options

- LOW
- MEDIUM
- HIGH

Count	Percentage
1	17%
2	33%
3	50%

6
Responses

Develop a Set of By Law for the Municipal Council



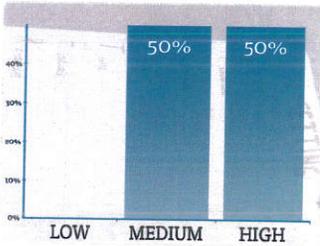
Response options

- Low
- Medium
- High

Count	Percentage
0	0%
1	100%
0	0%

1
Response

Move to a Single Code Book by the End of the Year



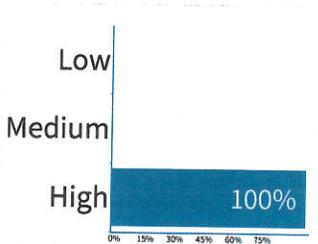
Response options

- LOW
- MEDIUM
- HIGH

Count	Percentage
0	0%
3	50%
3	50%

6
Responses

Improve Intergovernmental Cooperations with other agencies including the schools



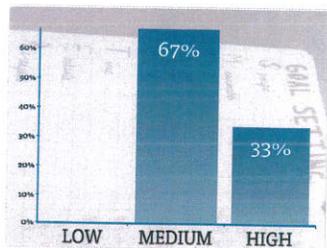
Response options

- Low
- Medium
- High

Count	Percentage
0	0%
0	0%
1	100%

1
Response

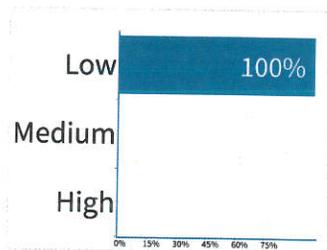
Evaluate and Develop Strategy of the Use o Municipal Owned Property



Response options	Count	Percentage
LOW	0	0%
MEDIUM	4	67%
HIGH	2	33%

6
Responses

Adopt a Policy that Requires the evaluation of Health Impacts During the Policy Development Process



Response options	Count	Percentage
Low	1	100%
Medium	0	0%
High	0	0%

1
Response



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Clerk

RESOLUTION 17-127

Resolution Confirming Edgehill Road Sidewalk Assessment

WHEREAS, by Ordinance 2014-28 adopted on July 28, 2014, a local improvement involving reconstruction of sidewalks along Edgehill Road was authorized to be undertaken as a local improvement and fifty (50%) percent of the cost thereof was directed to be assessed against the properties in accordance with law; and

WHEREAS, pursuant to said ordinance, said local improvement was completed and referred to the Municipal Engineer of Princeton for the making of such assessments, all in accordance with the provisions of Chapter 65 of Title 40 of the Revised Statutes of the State of New Jersey; and

WHEREAS, said Engineer did thereafter make such assessment and report thereon to Princeton Council as required by law; and

WHEREAS, said Council has examined said final report and certification as to cost and has considered the same at a hearing after publication of notice to the owner or owners named in said report as required by law and has found said report in all respects properly made.

NOW, THEREFORE, BE IT RESOLVED that the said report of the Municipal Engineer is hereby confirmed and that such report be forthwith filed with the Collector of Taxes of Princeton; and

BE IT FURTHER RESOLVED that the amounts shown in said report apportioning the cost and expenses of said improvement are hereby assessed upon the said owners of the lands fronting or bordering on said improvement, in proportion to the frontage of such lands of such owners as follows and that said assessments shall bear interest at the rate of 2.25% per annum from April 24, 2017 unless paid in full within two months thereafter and that said assessments shall be paid in a lump sum or in not more than ten equal, annual, consecutive installments with interest thereon as aforesaid on the 24th day of April each year beginning 2017.

NAME	ADDRESS	LOT/BLOCK	AMOUNT
(See Attached Schedule)			

I, Delores A. Williams, Deputy Municipal Clerk of Princeton, do hereby certify that the foregoing resolution was adopted by the Mayor and Council of Princeton at its meeting held on April 24, 2017.

Delores A. Williams
Deputy Municipal Clerk

ATTACHMENTS:

- Edgehill (PDF)

Edgehill Road Sidewalk Project
CAPITAL IMPROVEMENT
FINAL REPORT AND CERTIFICATION AS TO COST

I, **Deanna Stockton, P.E.**, Municipal Engineer, do hereby certify as follows:

1. On July 28, 2014 Princeton adopted Bond Ordinance 2014-28, authorizing as a local improvement the reconstruction of sidewalks along Edgehill Road. Additionally, said bond ordinance provided for a special assessment of 50% of the cost thereof against benefited property owners based upon a linear footage cost.

2. As the Engineer for Princeton, I am of the officer of the municipality who was in charge of this improvement and, as such, was required to keep an accurate account of the cost thereof for the purpose of certifying said cost and establishing an assessment under said ordinance upon the benefited properties in proportion to their respective frontage along Edgehill Road.

3. In accordance with N.J.S.A. 40:65-8, I have attached hereto a report, dated February 24, 2017, setting forth the final cost of the actual project and further setting forth the proposed assessments on the benefited property owners with linear frontage on Edgehill Road.

4. I file, therefore, this report with the Office of the Municipal Clerk and request that said report be forwarded to Princeton Council for said Council's review and confirmation. Additionally, I request that the Clerk's Office serve notice on all property owners set forth in said report upon which a special assessment will be levied as to the time and place fixed for the examination of this report by the Princeton Council.



Deanna Stockton
Deanna Stockton
Municipal Engineer



Municipality of Princeton

Municipal Building
400 Witherspoon Street
Princeton, NJ 08540-3496

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

Deanna Stockton, P.E., C.M.E.
Municipal Engineer

MEMORANDUM

TO: Marc Dashield, Administrator

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

DATE: February 24, 2017

SUBJECT: **Edgehill Street Sidewalk Improvement Project**
Assessment of Property Owner Costs

Attached please find a tabulation of the final assessment of sidewalk costs for the above referenced project.

I am requesting that the Clerk's office notify each of the property owners affected so that a public hearing may be held to finalize the assessments. Also, attached for your information, please find a copy of the original estimated assessments for this project.

Please note that due to lower than anticipated Section 20 costs, the average sidewalk assessment amount per property has been reduced as follows:

Estimated average property owner cost	- \$2,641.69
Actual average property owner cost	- \$1,780.16

Also, by copy hereof, I am requesting that Sandra Webb, CFO, assign an amount of \$23,142.11 from the road reconstruction and repair account for this project to the Edgehill Street sidewalk special assessment account in accordance with the attached tabulation.

Please contact me if you have any questions.

Attachments

cc: Kathleen Brzezynski, Municipal Clerk
Trishka W. Cecil, Municipal Attorney
Sandra Webb, Chief Financial Officer
Tammy Tisdale, Tax Collector
Alina Ferrera, P.E., P.P., C.M.E., Assistant Engineer
Rich Decker, Engineering Inspector

**FINAL SIDEWALK ASSESSMENT
EDGEHILL STREET**

Owner's Name	Street Address	Block	Lot	Sidewalk?	Frontage (LF)	Driveway Width (LF)	Sidewalk Length (LF)	Sidewalk Width (FT)	Full Sidewalk Replacement (\$Y)	Full Driveway Replacement (\$Y)	5" Thick Sidewalk Replacement Cost @ \$140.49/SY	8" Thick Concrete Driveway Cost @ \$100/SY	New Blustone Installation Cost @ \$175/SY	Reset Existing Blustone Cost @ \$106.93/SY	Total Sidewalk Cost	Section 20	Total Assessable Amount	Property Owner Cost	Municipal Cost
ANDRE & FRANCES YOKANA	86 Stockton Street	36.02	1	N	148.96	0.00	0.00	0	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
PRINCETON THEOLOGICAL SEMINARY	35 Edgehill Street	36.02	20	N	78.04	0.00	0.00	0	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
PRINCETON THEOLOGICAL SEMINARY	N/A	36.02	6	N	209.33	0.00	0.00	0	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
PRINCETON THEOLOGICAL SEMINARY	N/A	36.02	7	N	98.50	0.00	0.00	0	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
PRINCETON THEOLOGICAL SEMINARY	13 Edgehill Street	36.02	22	N	30.00	0.00	0.00	3	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
PRINCETON THEOLOGICAL SEMINARY	11 Edgehill Street	36.02	13	N	45.00	0.00	0.00	3	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
SCIARRA LORRAINE	7 Edgehill Street	36.02	19	Y	78.00	18.75	60.25	3	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
WILENTZ SEAN & M CHRISTINE STANSSELL *	95 Mercer Street	36.02	12	N	128.00	0.00	0.00	0	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
PRINCETON THEOLOGICAL SEMINARY	6 Edgehill Street	36.01	3	Y	78.00	10.00	68.00	4	30.22	4.44	\$4,245.92	\$444.44	\$0.00	\$0.00	\$4,690.36	\$35.71	\$4,726.07	\$2,363.04	\$2,363.04
MACLENNAN ROBERT S & JANE L	8 Edgehill Street	36.01	4	Y	87.31	14.00	73.31	4	32.58	6.22	\$4,577.48	\$622.22	\$0.00	\$0.00	\$5,199.70	\$39.58	\$5,239.28	\$2,619.64	\$2,619.64
BROWN PETER R & ELIZABETH G	12 Edgehill Street	36.01	6	Y	42.00	10.00	32.00	4	14.22	4.44	\$1,998.08	\$444.44	\$0.00	\$0.00	\$2,442.52	\$18.59	\$2,461.12	\$1,230.56	\$1,230.56
BOLTON ROBERT H ET LIX	14 Edgehill Street	36.01	7	Y	40.88	11.00	29.88	4	13.28	4.89	\$1,865.71	\$488.89	\$0.00	\$0.00	\$2,354.60	\$17.92	\$2,372.52	\$1,186.26	\$1,186.26
DAVID C & JOHN E GARRETSON (1)	16 Edgehill Street	36.01	8	Y	34.70	0.00	34.70	4	15.42	0.00	\$2,166.67	\$0.00	\$0.00	\$0.00	\$2,166.67	\$16.49	\$2,183.16	\$1,091.58	\$1,091.58
PRINCETON THEOLOGICAL SEMINARY	18 Edgehill Street	36.01	9	Y	43.30	12.00	31.30	4	13.91	5.33	\$3,954.37	\$533.33	\$0.00	\$0.00	\$4,487.71	\$18.94	\$4,506.64	\$1,253.32	\$1,253.32
PRINCETON THEOLOGICAL SEMINARY	26 Edgehill Street	36.01	11	Y	51.00	10.00	41.00	4	18.22	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
HAMMILL SAMUEL M JR	32 Edgehill Street	36.01	13	Y	100.00	20.00	80.00	4	35.56	8.89	\$4,995.20	\$888.89	\$0.00	\$0.00	\$5,884.09	\$44.79	\$5,928.88	\$2,964.44	\$2,964.44
JACOBUS LAURA R	22 Edgehill Street	36.01	10	Y	35.00	10.00	45.00	4	20.00	4.44	\$0.00	\$444.44	\$0.00	\$2,138.60	\$2,583.04	\$19.66	\$2,602.71	\$1,301.35	\$1,301.35
BLOCKENBRINK ANTHONY E & KATHLEEN L	28 Edgehill Street	36.01	12	Y	51.00	9.00	42.00	4	18.67	4.00	\$0.00	\$400.00	\$0.00	\$1,996.03	\$2,396.03	\$18.24	\$2,414.27	\$1,207.13	\$1,207.13
DALE ANN DICKINSON	34 Edgehill Street	36.01	14	Y	60.00	24.00	36.00	4	16.00	0.67	\$0.00	\$1,066.67	\$0.00	\$1,710.88	\$2,777.55	\$21.14	\$2,798.69	\$1,399.35	\$1,399.35
JOHN L & SILVANA CLARK (2)	92 Stockton Street	36.01	15	Y	188.00	15.00	173.00	4	76.89	6.67	\$0.00	\$666.67	\$0.00	\$8,221.73	\$8,888.40	\$67.66	\$8,956.06	\$4,478.03	\$4,478.03
					1649.02	163.75	746.44		309.97	60.00	\$21,803.42	\$6,000.00	\$4,063.89	\$14,067.24	\$45,934.35	\$349.68	\$46,284.23	\$23,142.11	\$23,142.11

* Sidewalk replacement requested by homeowner (see attached email correspondence dated October 8, 2015)
 1) Previous homeowner was Barbara G. Garretson
 2) Previous homeowner was Juliana S. McIntyre

PROPOSED SIDEWALK ASSESSMENT
EDGEHILL STREET

Owner's Name	Street Address	Block	Lot	Sidewalk?	Frontage (LF)	Driveway Width (LF)	Sidewalk Length (LF)	Sidewalk Width (FT)	Full Sidewalk Replacement (SY)	Full Sidewalk Replacement Cost @ \$175/SY	Concrete Driveway Cost @ \$100/SY	Total Replacement Cost	Section 20	Total Assessable Amount	Property Owner Cost	Municipal Cost
ANDRE & FRANCES YOKANA	86 Stockton Street	36.02	1	N	148.96	0.00	0.00	0	0	\$0.00	0	\$0.00		\$0.00	\$0.00	\$0.00
PRINCETON THEOLOGICAL SEMINARY	35 Edgehill Street	36.02	20	N	78.04	0.00	0.00	0	0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
PRINCETON THEOLOGICAL SEMINARY	N/A	36.02	6	N	209.33	0.00	0.00	0	0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
PRINCETON THEOLOGICAL SEMINARY	N/A	36.02	7	N	98.50	0.00	0.00	0	0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
PRINCETON THEOLOGICAL SEMINARY	13 Edgehill Street	36.02	22	N	30.00	0.00	0.00	3	0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
SCIARRA LORRAINE	11 Edgehill Street	36.02	13	N	46.00	0.00	0.00	3	0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
WILENTZ SEAN & M CHRISTINE STANSELL	7 Edgehill Street	36.02	19	Y	79.00	18.75	60.25	3	0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
PRINCETON THEOLOGICAL SEMINARY	95 Mercer Street	36.02	12	N	128.00	0.00	0.00	0	0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
MACLENNAN ROBERT S & JANE L	6 Edgehill Street	36.01	3	Y	78.00	10.00	68.00	4	30.22	\$5,288.89	\$444.44	\$5,733.33	\$286.67	\$6,020.00	\$3,010.00	\$3,010.00
BROWN PETER R & ELIZABETH G	8 Edgehill Street	36.01	4	Y	87.31	14.00	73.31	4	32.58	\$5,701.89	\$622.22	\$6,324.11	\$316.21	\$6,640.32	\$3,320.16	\$3,320.16
BOLTON ROBERT H ET UX	12 Edgehill Street	36.01	6	Y	42.00	10.00	32.00	4	14.22	\$2,488.89	\$444.44	\$2,933.33	\$146.67	\$3,080.00	\$1,540.00	\$1,540.00
GARRETSON BARBARA G	14 Edgehill Street	36.01	7	Y	40.88	11.00	29.88	4	13.28	\$2,324.00	\$488.89	\$2,812.89	\$140.64	\$2,953.53	\$1,476.77	\$1,476.77
PRINCETON THEOLOGICAL SEMINARY	16 Edgehill Street	36.01	8	Y	34.70	0.00	34.70	4	15.42	\$2,698.89	\$0.00	\$2,698.89	\$134.94	\$2,833.83	\$1,416.92	\$1,416.92
PRINCETON THEOLOGICAL SEMINARY	18 Edgehill Street	36.01	9	Y	43.30	12.00	31.30	4	13.91	\$2,434.44	\$533.33	\$2,967.78	\$148.39	\$3,116.17	\$1,558.08	\$1,558.08
HAMILL SAMUEL M JR	26 Edgehill Street	36.01	11	Y	51.00	10.00	41.00	4	18.22	\$3,188.89	\$444.44	\$3,633.33	\$181.67	\$3,815.00	\$1,907.50	\$1,907.50
JACOBUS LAURA R	32 Edgehill Street	36.01	13	Y	100.00	20.00	80.00	4	35.56	\$6,222.22	\$888.89	\$7,111.11	\$355.56	\$7,466.67	\$3,733.33	\$3,733.33
KLOCKENBRINK ANTHONY E & KATHLEEN L	22 Edgehill Street	36.01	10	Y	55.00	10.00	45.00	4	20.00	\$3,500.00	\$444.44	\$3,944.44	\$197.22	\$4,141.67	\$2,070.83	\$2,070.83
DALE ANN DICKINSON	28 Edgehill Street	36.01	12	Y	51.00	9.00	42.00	4	18.67	\$3,266.67	\$400.00	\$3,666.67	\$183.33	\$3,850.00	\$1,925.00	\$1,925.00
MCINTYRE JULIANA S	34 Edgehill Street	36.01	14	Y	60.00	10.00	50.00	4	22.22	\$3,888.89	\$444.44	\$4,333.33	\$216.67	\$4,550.00	\$2,275.00	\$2,275.00
PRINCETON THEOLOGICAL SEMINARY	92 Stockton Street	36.01	15	Y	188.00	12.00	176.00	4	78.22	\$13,688.89	\$533.33	\$14,222.22	\$711.11	\$14,933.33	\$7,466.67	\$7,466.67
					1649.02	146.75	763.44		312.53	\$54,692.56	\$5,688.89	\$60,381.44	\$3,019.07	\$63,400.52	\$31,700.26	\$31,700.26



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Police Department

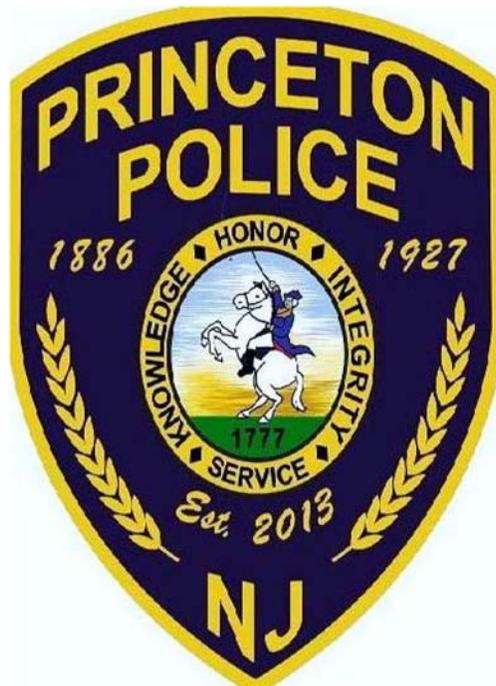
AGENDA ITEM

February 2017 Police Report

ATTACHMENTS:

- Monthly Report for February 2017 (PDF)

PRINCETON POLICE
DEPARTMENT
CHIEF'S MONTHLY REPORT



February
2017

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Safe Neighborhood Bureau Monthly Report

February 2017

- **February 1st** – 1 Blue Angel installation. Community Policing at Cornerstone Kitchen
- **February 2nd** – Risk Assessment Committee (RAC) meeting. Walter Harris Memorial service
- **Feb 6th – 10th** – SNB conducted 8 Drug & Alcohol Awareness presentations. (2X per day)
- **Feb 10th** – SNB Conducted RAC meeting
- **February 13th** – SNB participated in the Young Achievers/ Latinos En Progreso meeting.
- **February 15th** – SNB participated in the Princeton High School Career Day Fair
- **February 23rd** – SNB conducted 2 Drug Awareness presentations at JW Middle School.
- **February 28th** – SNB conducted a meet & greet presentation at Stuart Country Day School

Other Issues of note.

- During the month of February, SNB generated 20 cases for our school initiative. Each case represents a specific time an officer went to a school during drop off or pick up.
- During the month of February, SNB responded to 5 complaints regarding snow/ice removal from sidewalks.
- During the month of February, SNB performed 47 vacant house checks.
- The SNB has been in contact with the Jewish Center of Princeton to address safety concerns regarding the recent wave of anti-Semitic behavior in the region.



Princeton Police Department

1 Valley Road, Princeton, NJ 08540

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

Juvenile Report-February 2017

Juveniles Petitioned to Family Court

0

Station House Adjustments

0

Curbside Warnings

A seventeen year old male and a 15 year old female were given a curbside warning at the victim's request after they were seen on the roof of a four story building at the Institute for Advanced Study. They were advised they were persona non grata on IAS property and were turned over to the custody of their parents.

A fifteen year old female invited several friends over to her house while her parents were away. Due to social media, it evolved into a house party with approximately 30 high school aged kids in attendance with alcohol consumption. Patrols responded to a noise complaint and turned the juveniles over to their parents.

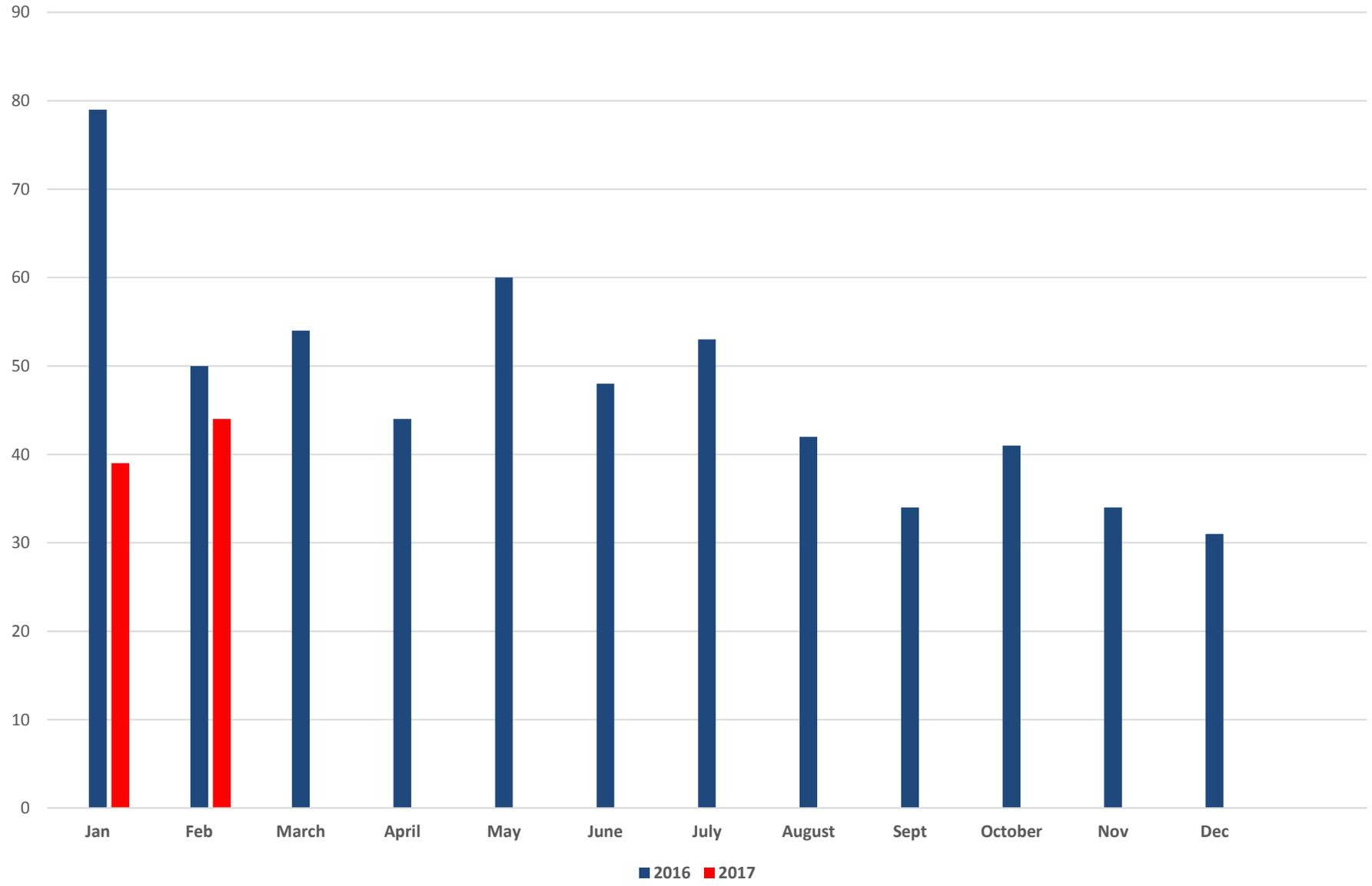
Family Crisis/Mental Health

A fifteen year old boy was transported to the hospital for a psychiatric evaluation after attempting to start a fight with another student and remaining in a heightened state of agitation for an extended period of time.

DCP&P Referrals

A DCP&P referral was made for a high school aged female who reported emotional abuse.

ARRESTS FEBRUARY 2017

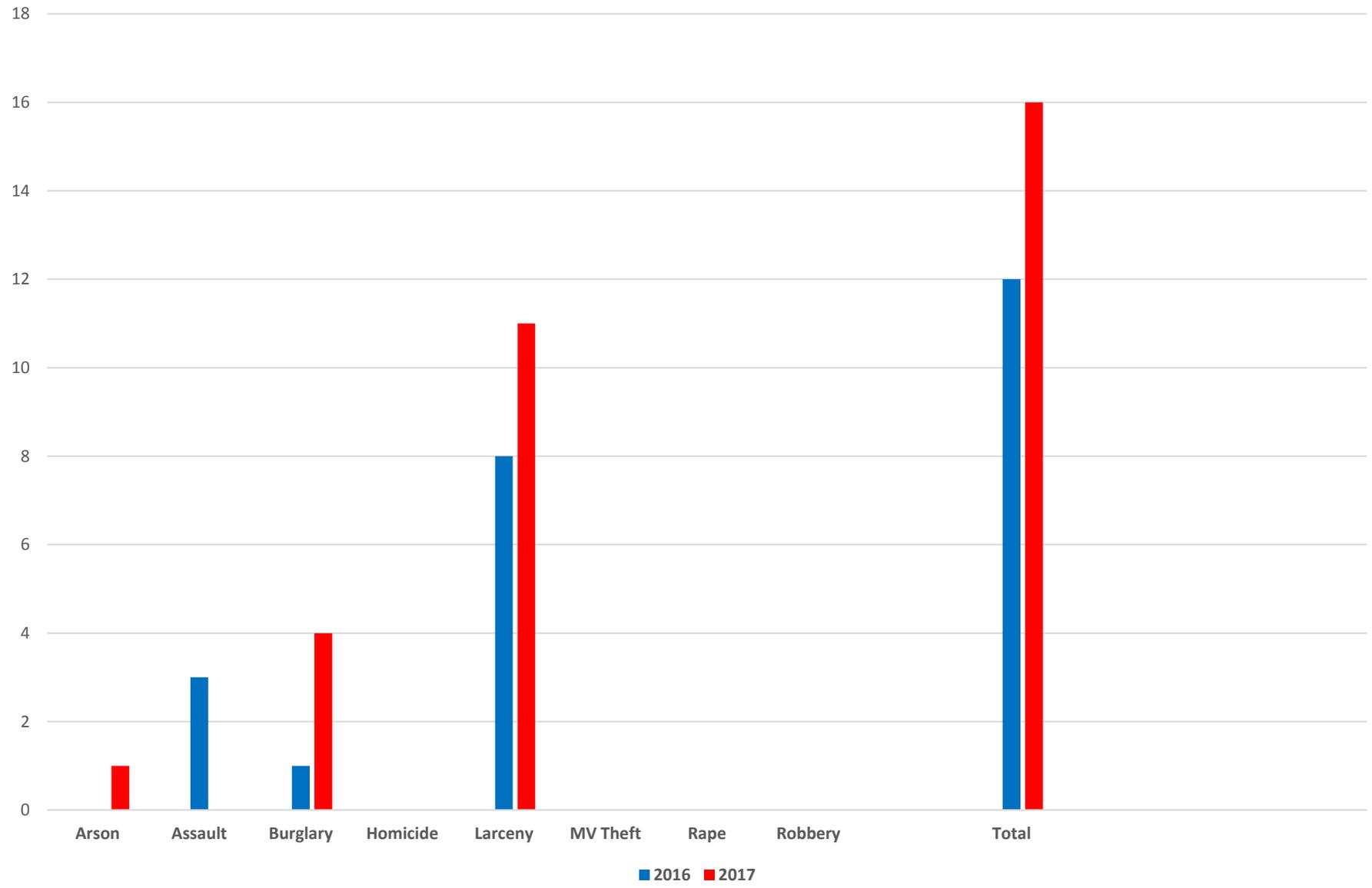


TOTAL ARRESTS

2017	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2017
Arrests	39	44											83

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	41	34	31	570

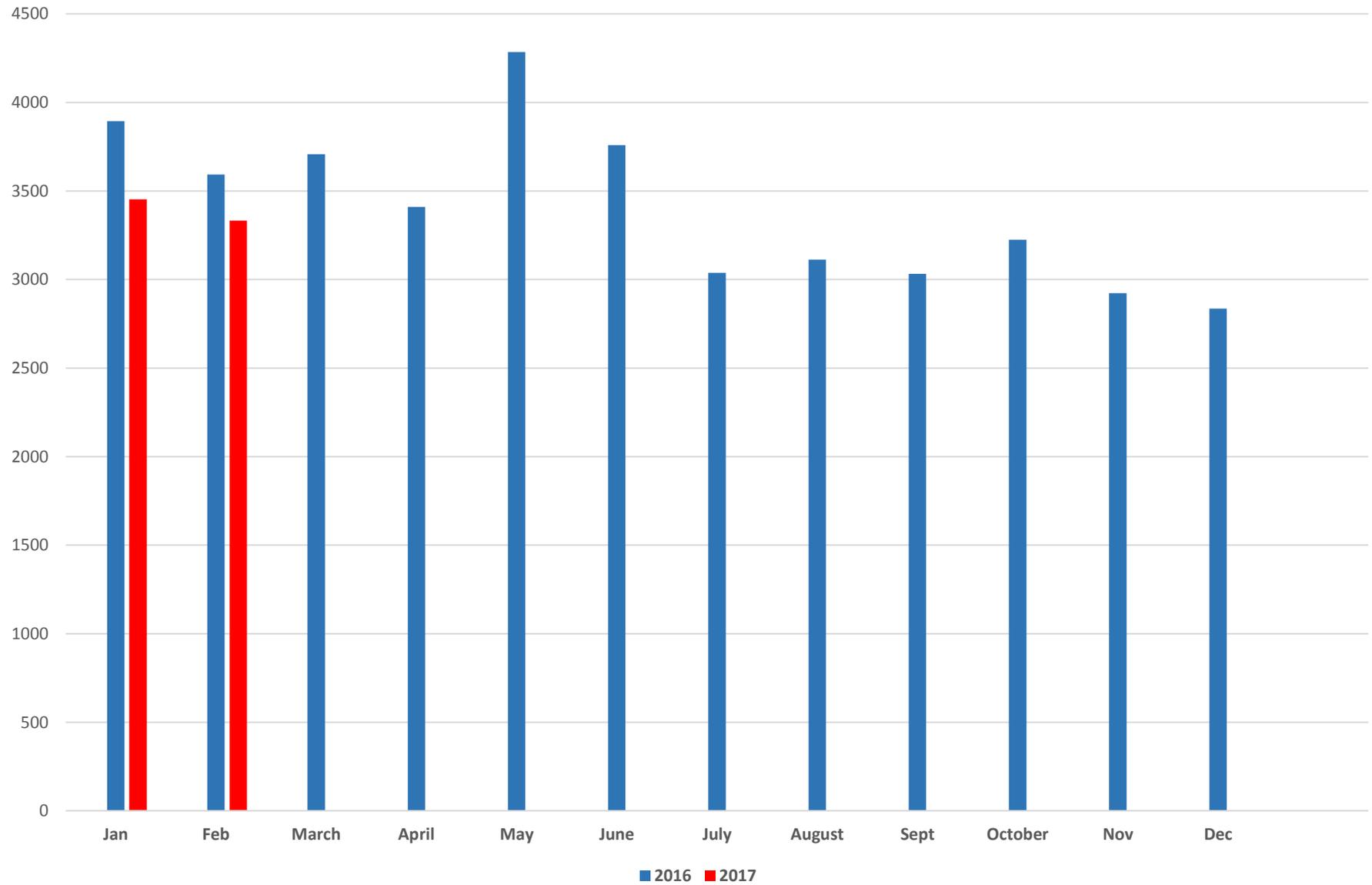
UCR FEBRUARY 2017



FEBRUARY UCR

UCR TYPE	FEBRUARY 2016	FEBRUARY 2017	YTD 2017
Arson	0	1	1
Assault	3	0	3
Burglary	1	4	8
Homicide	0	0	0
Larceny	8	11	16
Motor Vehicle Theft	0	0	0
Rape	0	0	0
Robbery	0	0	0
TOTAL	12	16	28

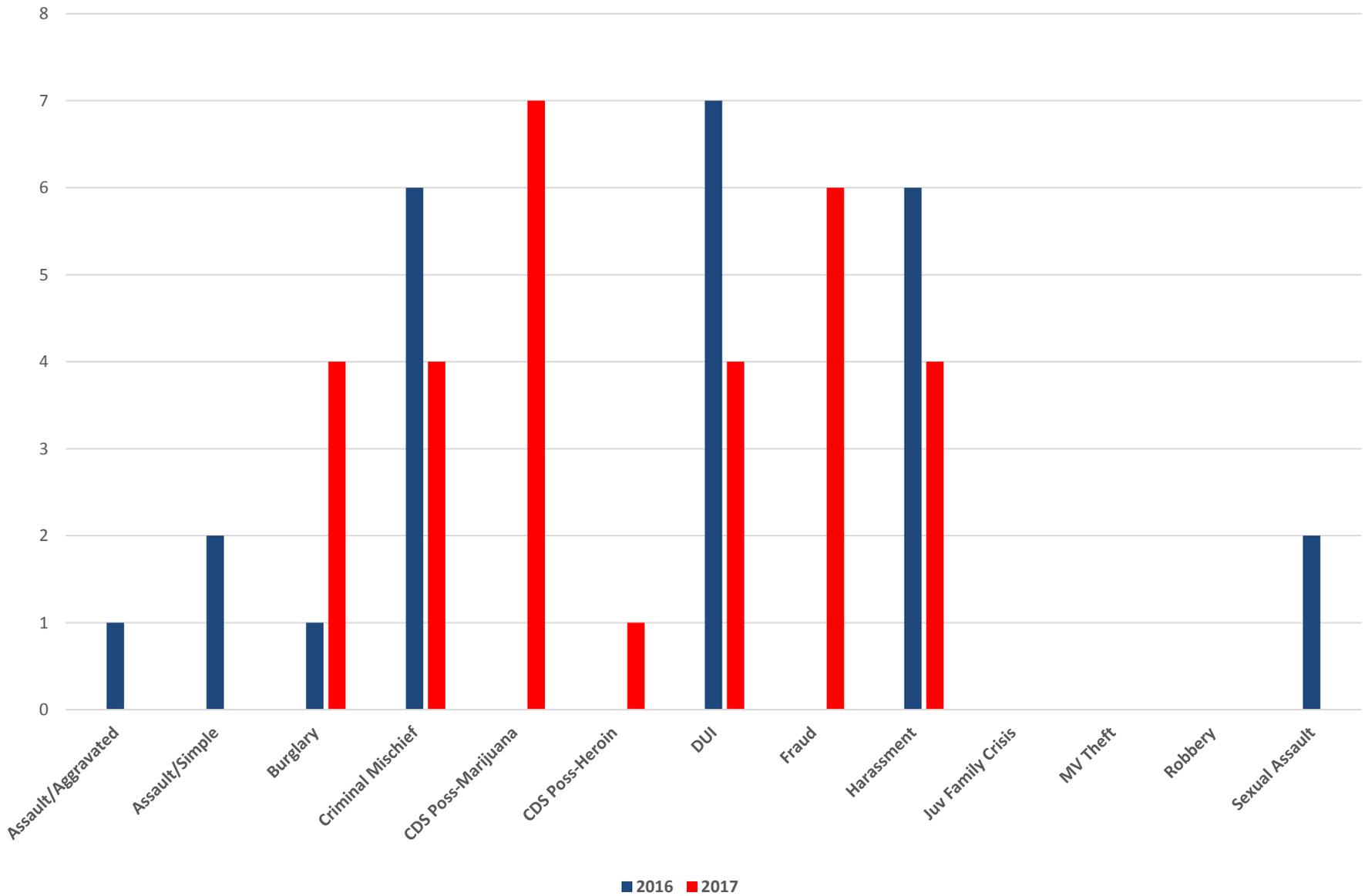
SERVICE CALLS FEBRUARY 2017



SERVICE CALLS

Service Calls	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
2017	3,453	3,333											6,786
2016	3,894	3,593	3,708	3,410	4,284	3,759	3,038	3,113	3,032	3,225	2,923	2,835	40,814

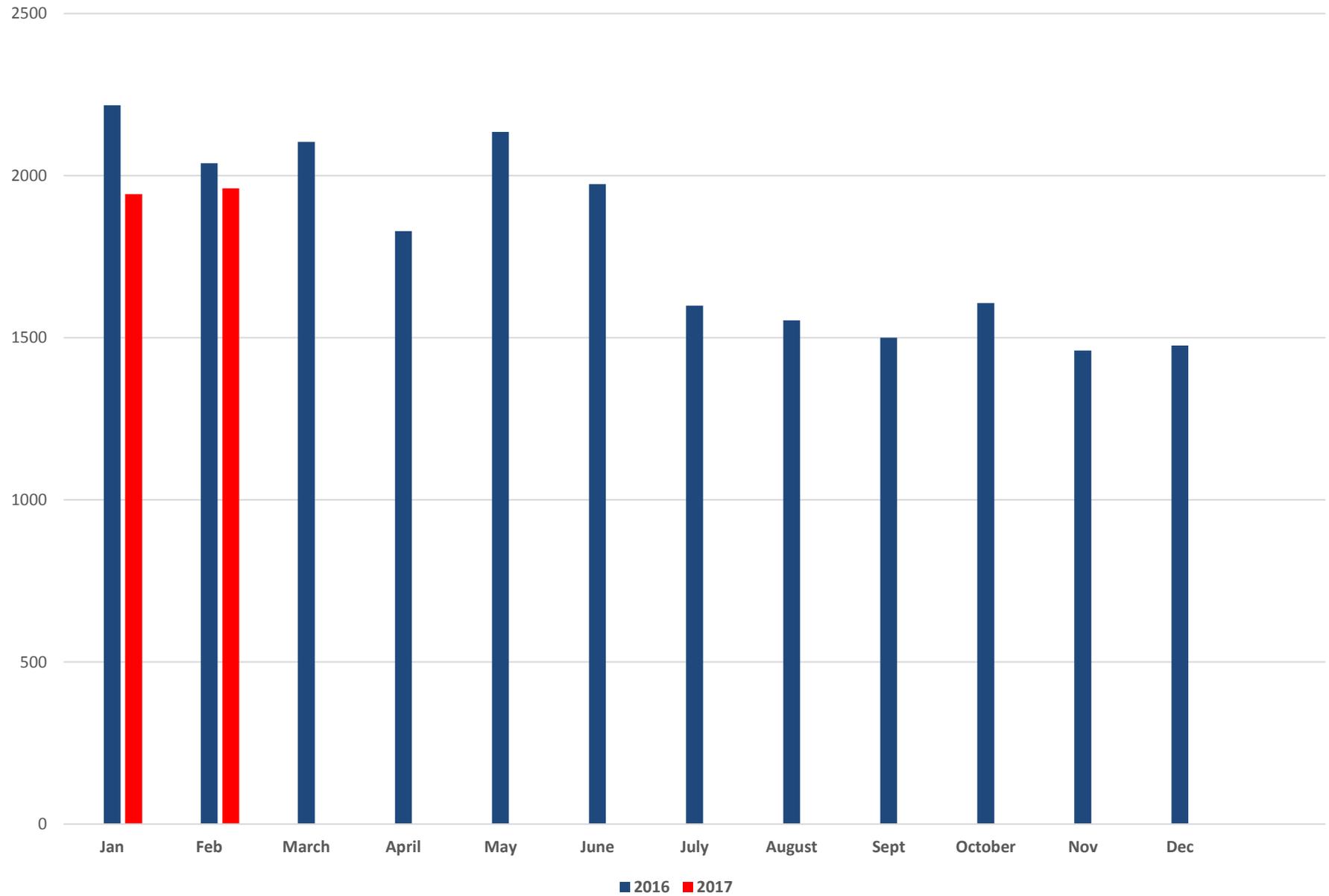
OFFENSES FEBRUARY 2017



FEBRUARY OFFENSES

OFFENSE TYPE	FEBRUARY 2016	FEBRUARY 2017	YTD 2017
Assault/Aggravated	1	0	0
Assault/Simple	2	0	3
Burglary	1	4	8
Criminal Mischief	6	4	9
CDS Possession – Marijuana	0	7	15
CDS Possession – Heroin	0	1	2
DUI	7	4	9
Fraud	0	6	11
Harassment	6	4	14
Juvenile Family Crisis	0	0	3
Motor Vehicle Theft	0	0	1
Robbery	0	0	0
Sexual Assault	2	0	0
Shoplifting	3	0	1
Soliciting W/Out Permit	0	1	1
Theft	8	11	16
Theft by Deception	1	2	2
Threat/Improper Influence	0	0	0
Warrant Arrest	16	9	15
TOTAL	53	53	110

NON-CRIMINAL INCIDENTS



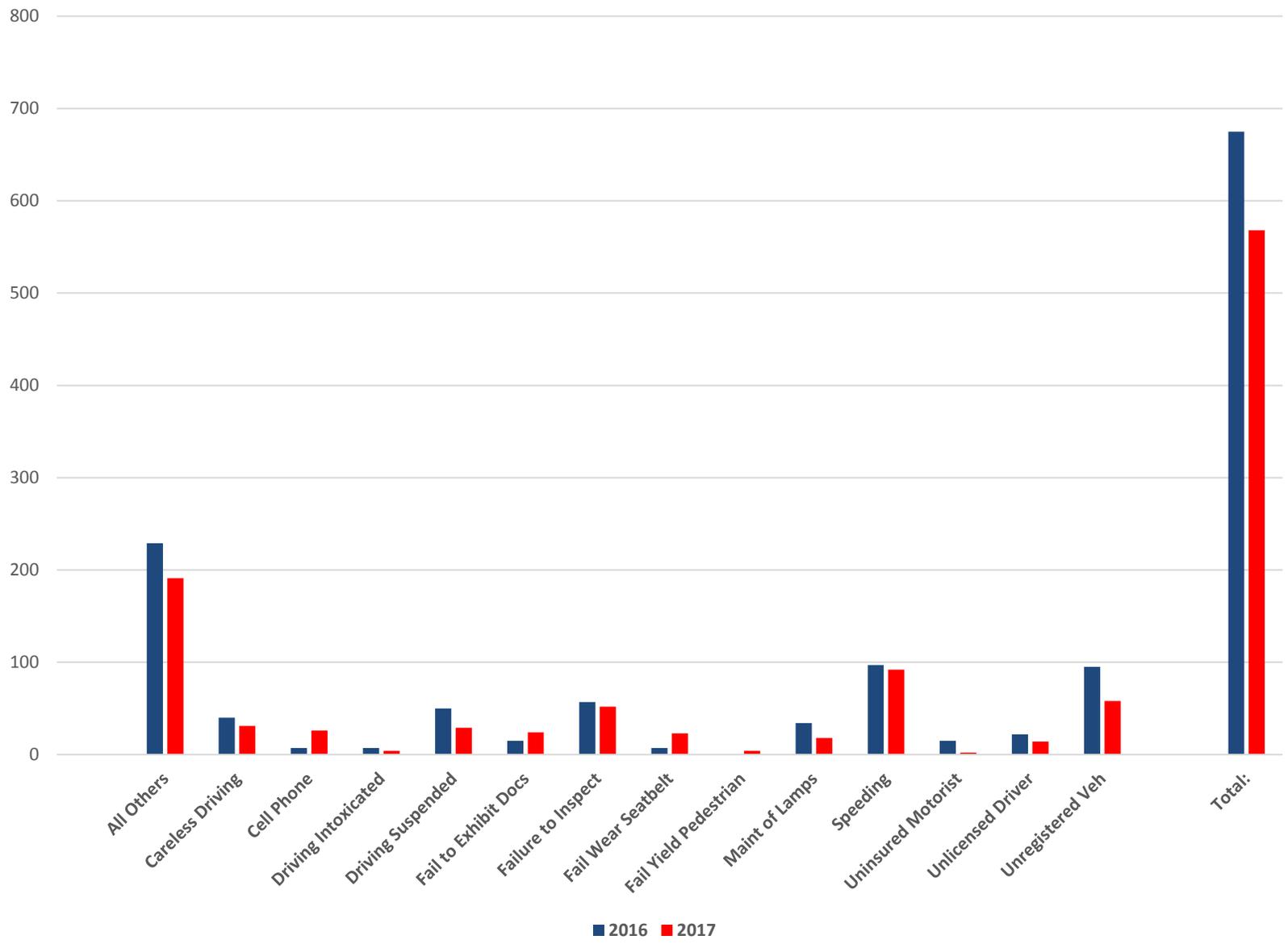
FEBRUARY NON-CRIMINAL INCIDENTS

NON-CRIMINAL INCIDENTS	FEBRUARY 2016	FEBRUARY 2017	YTD 2017
Alarms Auto	3	1	1
Alarms Burglary	1	1	1
Alarms Commercial Burglary	32	27	69
Alarms Commercial Fire	37	16	28
Alarms Fire	2	0	0
Alarms Maintenance	0	0	0
Alarms Medical	4	8	12
Alarms Other	5	0	7
Alarms Panic	8	6	11
Alarms Residential Burglary	73	55	116
Alarms Residential Fire	9	12	21
Animal Complaints	14	24	54
Building Check	1	5	6
Business Disputes	1	1	2
Disabled Vehicle	19	34	69
Emotionally Disturbed Person	3	4	8
Escorts Traffic	0	0	1
Fingerprints	6	10	11
Fire (Other) Odor of Smoke	12	7	9
Fire Commercial	0	2	2
Fire Dwelling	0	3	5
Fire False	0	0	0
Fire Vehicle	1	0	0
Firearms Background	4	6	11
Foot Patrol	39	72	140
Found Bicycles	1	1	4
Found Property	12	16	27
Gas Leaks/Explosion	7	3	9
Intoxicated Person	4	0	1
Landlord/Tenant	0	1	1
Littering	0	0	2
Lockout/MV	13	9	18
Lockout/Residence	0	1	2
Lost Property	5	9	11
Medical Call	179	189	345
Missing Person	1	2	4
Motor Vehicle Complaint	10	9	22
Motor Vehicle Incident	6	5	13

FEBRUARY NON-CRIMINAL INCIDENTS

NON-CRIMINAL INCIDENTS	FEBRUARY 2016	FEBRUARY 2017	YTD 2017
Motor Vehicle Stop	1,043	969	1,918
MVA	0	0	0
MVA Involving Injury	6	7	15
MVA No Injury	74	59	138
MVA No Report	2	2	4
MVA With Bicycle	1	0	1
MVA With Deer	0	2	8
MVA With Pedestrian	2	2	5
Noise Complaint	10	9	26
Notifications	11	9	29
Parking Complaints	44	29	58
Prisoner Transport	0	0	1
School Crossing	78	111	173
School Detail	89	51	121
Service of Subpoena	0	0	0
Suspicious Incidents	29	32	66
Suspicious Package	0	0	0
Suspicious Person	8	13	25
Suspicious Vehicle	24	31	64
Traffic Hazard	9	4	17
Tree Down	12	12	28
Unattended Death	0	0	0
Unwanted Person	10	2	5
Urinating in Public	0	0	0
Vacant House Check	35	52	109
Welfare Check	19	20	38
Wire/Pole Down	20	6	12
Non-Criminal – TOTAL	2,038	1,961	3,904

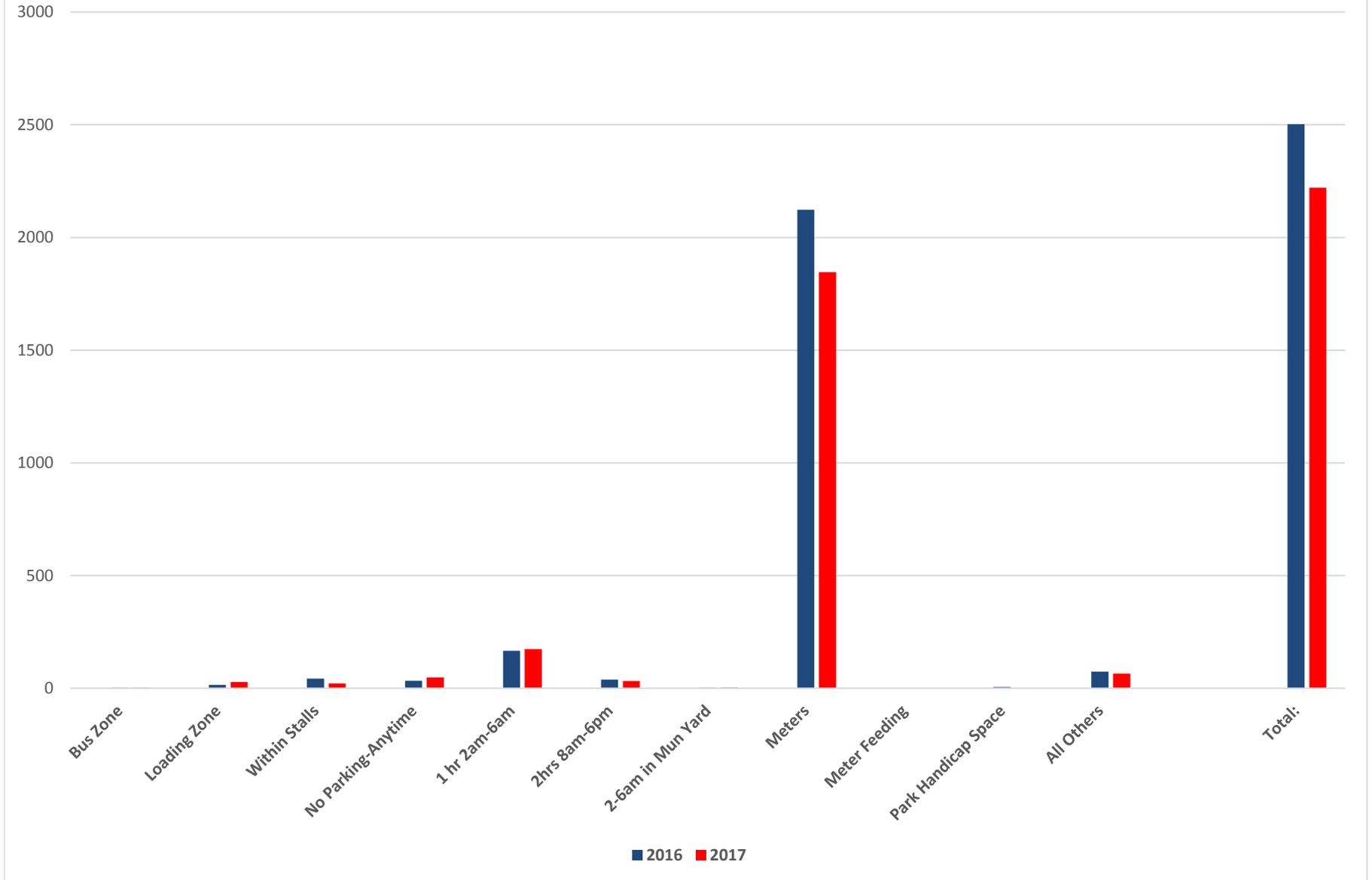
SUMMONSES FEBRUARY 2017



FEBRUARY SUMMONSES

SUMMONS TYPE	FEBRUARY 2016	FEBRUARY 2017	YTD 2017
All Other	229	191	384
Careless Driving	40	31	77
Cell Phone	7	26	37
Driving While Intoxicated	7	4	9
Driving While Suspended	50	29	72
Failure to Exhibit Documents	15	24	39
Failure to Inspect	57	52	86
Failure to Wear Seatbelt	7	23	35
Failure to Yield to Pedestrian in Crosswalk	0	4	11
Maintenance of Lamps	34	18	29
Speeding	97	92	200
Uninsured Motorist	15	2	12
Unlicensed Driver	22	14	23
Unregistered Vehicle	95	58	134
Total Summonses	675	568	1,148

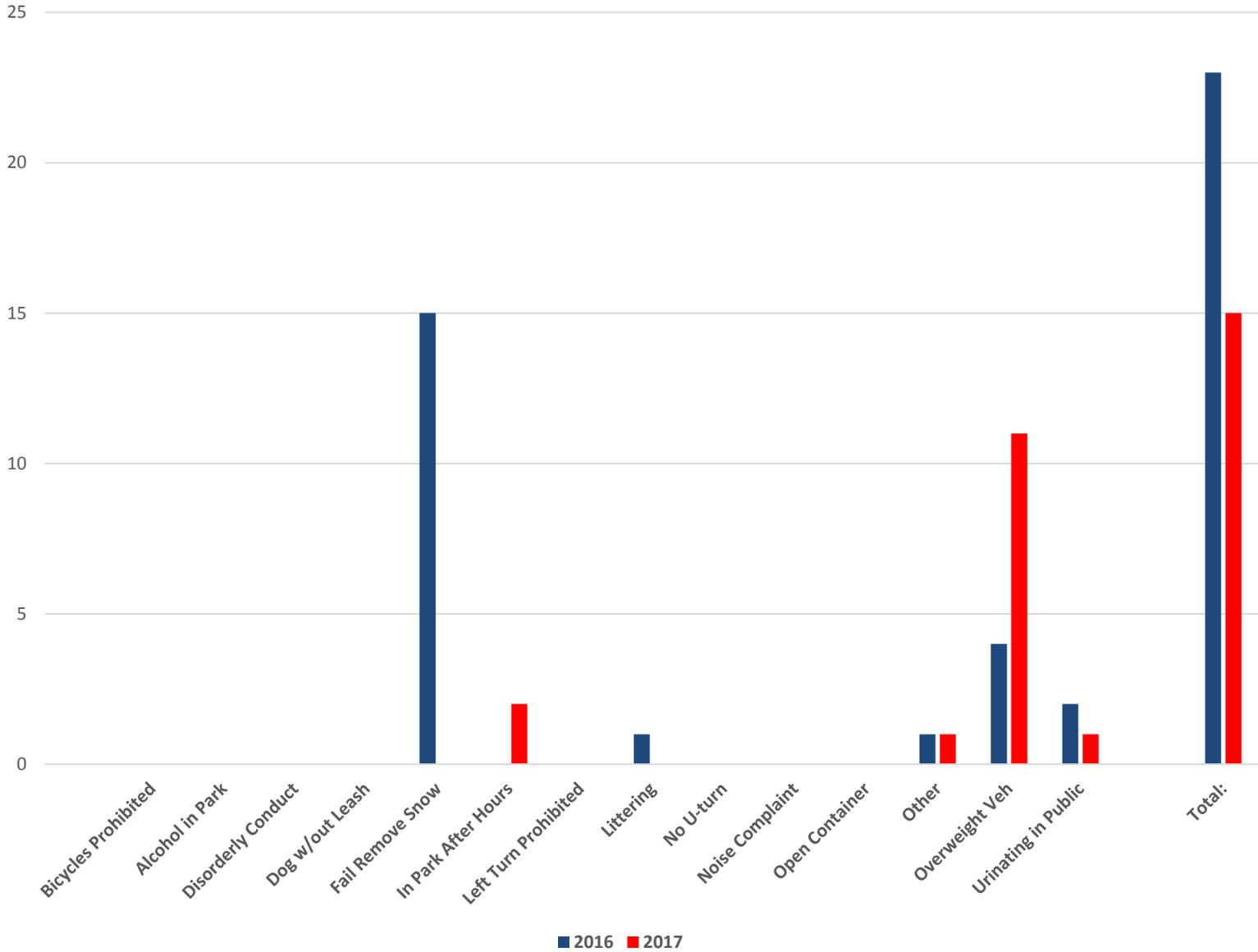
PARKING VIOLATIONS FEBRUARY 2017



FEBRUARY PARKING VIOLATIONS

PARKING ORDINANCE	FEBRUARY 2016	FEBRUARY 2017	YTD 2017
Bus Zone	2	2	2
Loading Zone	15	28	55
Parking Within Designated Parking Stalls	43	22	38
No Parking Zones/Anytime	33	48	68
Park Between 2AM & 6AM 1hr Limit	166	174	327
Parking Limit 2 hrs Between 8AM & 6PM	39	32	57
Park Between 2AM & 6AM in Municipal Yard	2	3	4
Meters	2,123	1,846	4,073
Meter Feeding	0	0	0
Parking in Handicap Space	6	1	2
All Others	74	65	134
Total - Parking Violations	2,503	2,221	4,760

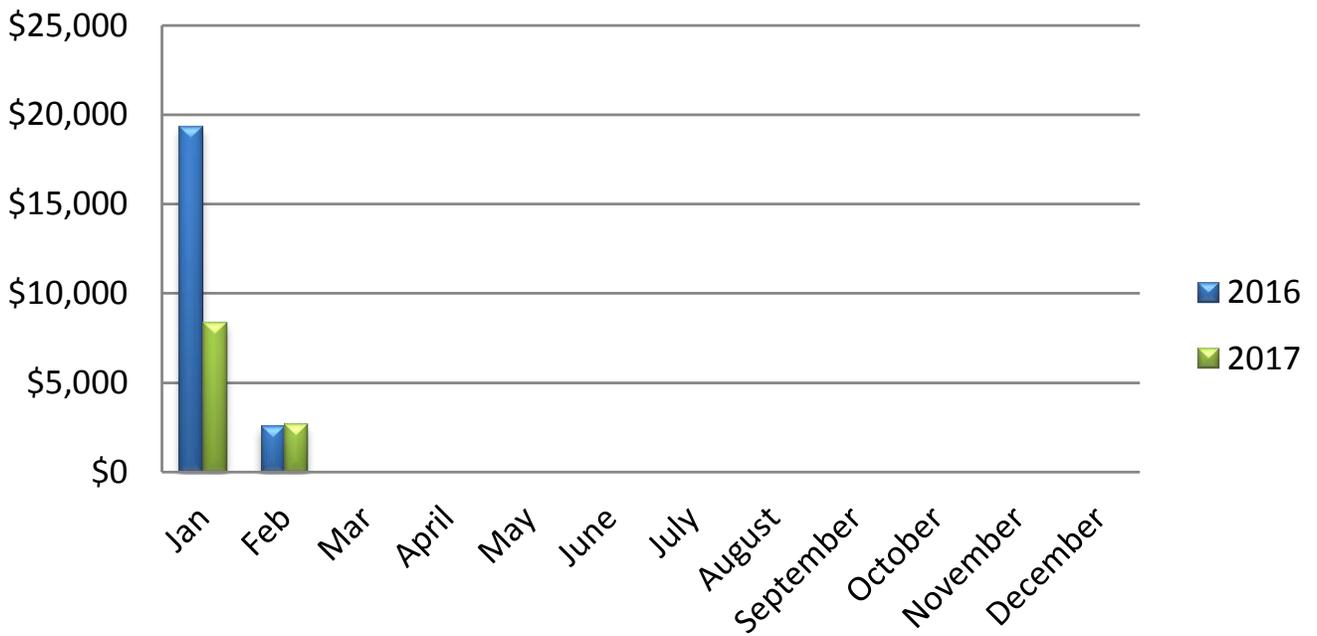
**ORDINANCE VIOLATIONS
FEBRUARY 2017**



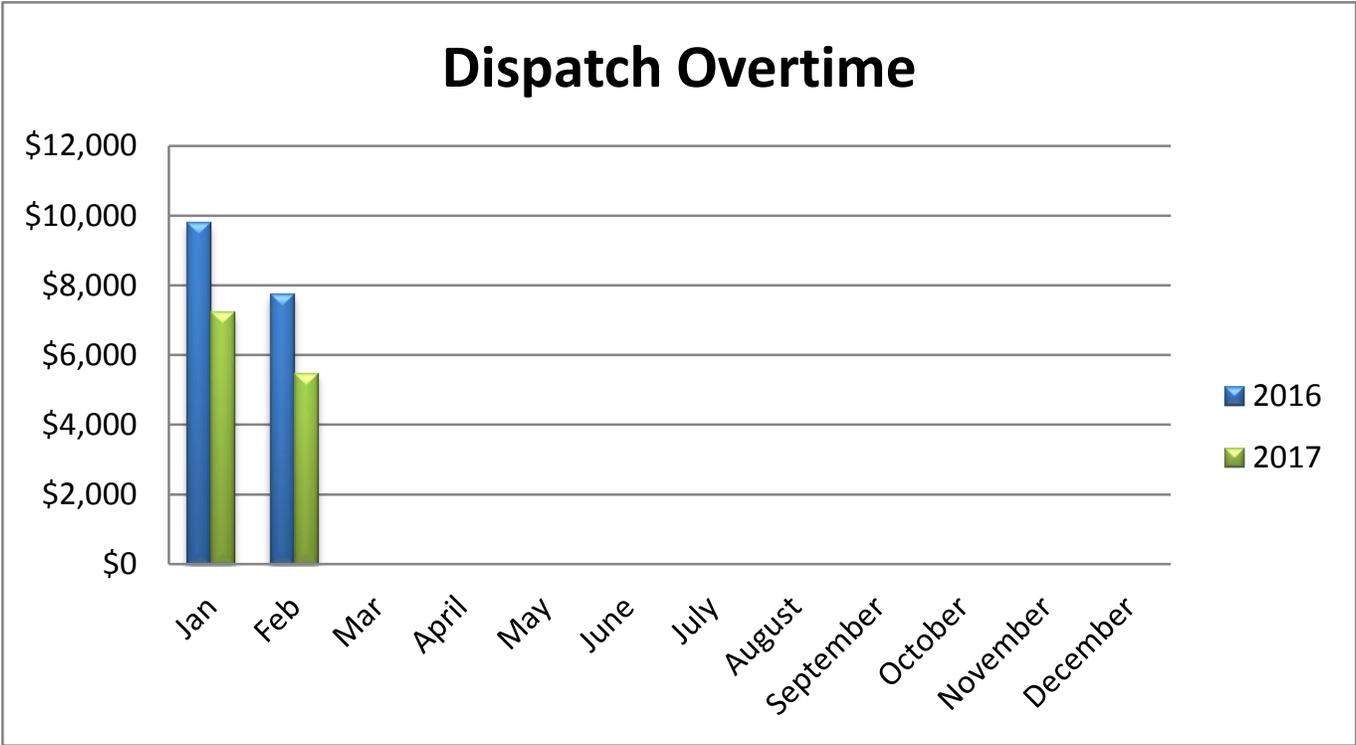
FEBRUARY ORDINANCE VIOLATIONS

ORDINANCE VIOLATION	FEBRUARY 2016	FEBRUARY 2017	YTD 2017
Bicycles/Skateboards Prohibited	0	0	0
Consumption Alcohol in Park	0	0	0
Disorderly Conduct	0	0	1
Dog Without a Leash	0	0	0
Failure to Remove Snow	15	0	0
In Park After Hours	0	2	2
Left Turn Prohibited	0	0	2
Littering	1	0	1
No U-Turn	0	0	0
Noise Complaint	0	0	0
Open Container	0	0	0
Other	1	1	3
Overweight Vehicle	4	11	21
Urinating in Public	2	1	3
Total - Ordinance Violations	23	15	33

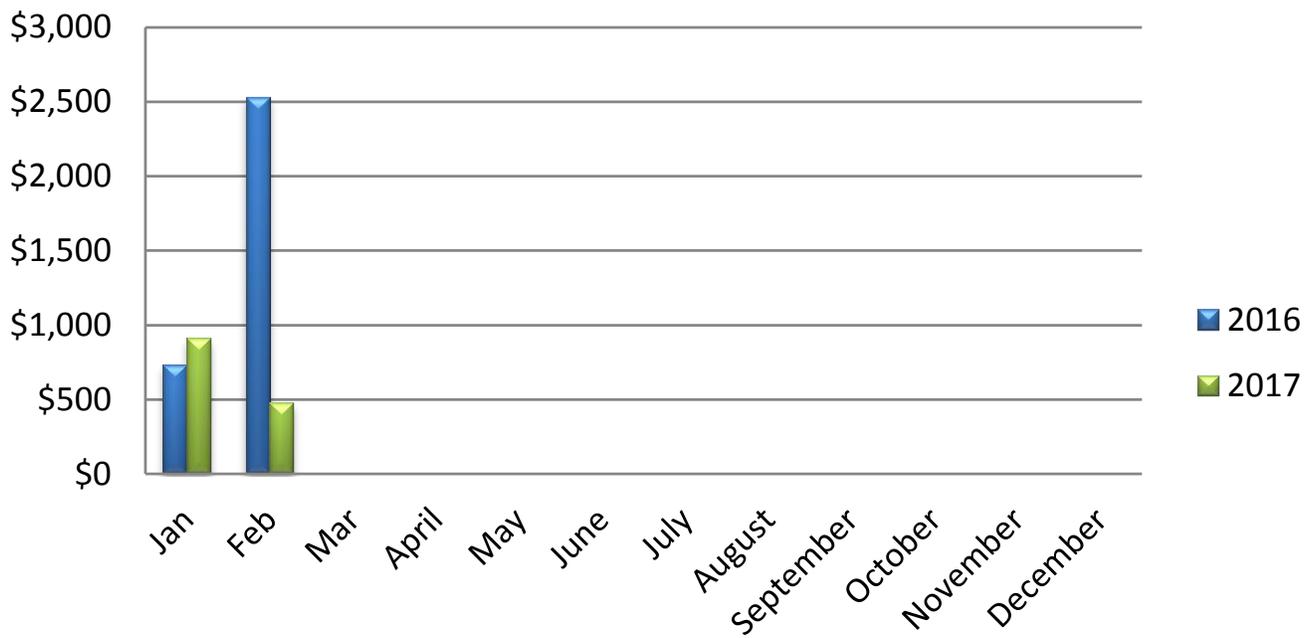
Patrol Overtime



Dispatch Overtime



Detective Overtime



OFFICER AVAILABILITY FEBRUARY 2017





Princeton Police Department

1 Valley Road, Princeton, NJ 08540

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



Gender & Ethnicity Report

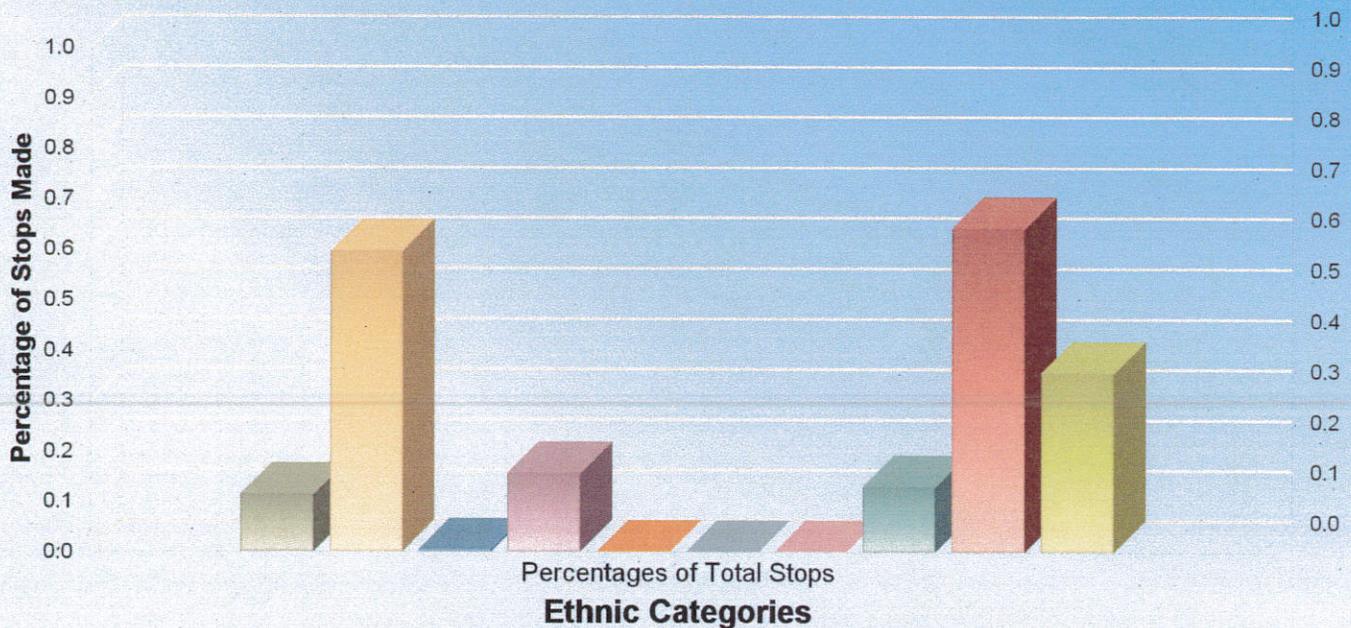
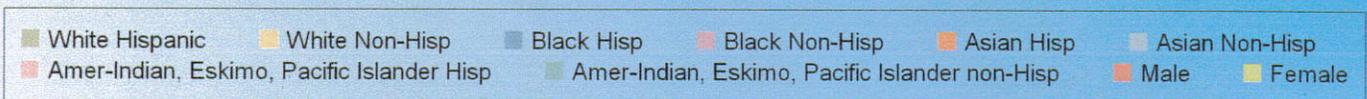
MV Stops for 2017

Total MV Stops: 2,361

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

Race Code	Total #	Percentage
White Hisp.	268	11.35%
White Non Hisp.	1,408	59.64%
Black Hisp.	8	0.34%
Black Non-Hisp.	369	15.63%
Native Amer/Eskimo Hisp.	0	0.00%
Native Amer/Eskimo Non-Hisp	0	0.00%
Asian Hisp.	1	0.04%
Asian Non-Hisp.	307	13.00%
Male	1,514	64.13%
Female	840	35.58%

Motor Vehicle Stops



- ❖ On Tuesday, February 14, 2017, Sgt. Solovay and K-9 Harris attended K-9 training for the New Jersey Detect and Render Safe Task Force in Trenton, NJ. The training was hosted by the Mercer County Sheriff's Department and operated by the New Jersey State Police K-9 Training Unit.

- ❖ On Sunday, February, 26, 2017, Sgt. Solovay and K-9 Harris conducted a proactive explosives sweep at the Nassau Inn. The sweep was requested by the United States Secret Service and was performed due to the visit of the President of Peru, Pedro Pablo Kuczynski.

**2017 MOTOR VEHICLE
ACCIDENT STATISTICS**

VEHICLES INVOLVED

Number: 270

INJURIES INVOLVED

Number: 34

ACCIDENTS WITH INJURIES

Number: 29

PROPERTY DAMAGE ACCIDENTS

Number: 14

DRIVERS INVOLVED

Unknown: 12
Male: 148
Female: 116
Total: 270

DAYLIGHT/DARKNESS

Daylight: 100
Darkness: 49
Unknown: 0
Total: 149

ROAD CONDITIONS

Dry: 102
Wet: 29
Snow: 14
Ice: 3
Other: 1
Total: 149

ACCIDENTS INVOLVING DEER

Investigated by PD: 9
Not Investigated: 0
Total: 9

SUMMONS ISSUED

Number: 144

**ACCIDENTS INVOLVING
PEDESTRIANS**

Injury: 5
Non-Injury: 0
Fatal: 0
Other: 0

**ACCIDENTS INVOLVING
BICYCLISTS**

Injury: 0
Non-Injury: 0
Fatal: 0
Other: 0

NUMBER OF ACCIDENTS BY DAY

Unknown:	0
Monday:	18
Tuesday:	28
Wednesday:	23
Thursday:	16
Friday:	23
Saturday:	24
Sunday:	17
Total:	149

TIMES OF DAY

0001 – 0100:	0
0101 – 0200:	4
0201 – 0300:	3
0301 – 0400:	1
0401 – 0500:	0
0501 – 0600:	1
0601 – 0700:	1
0701 – 0800:	7
0801 – 0900:	3
0901 – 1000:	11
1001 – 1100:	6
1101 – 1200:	6
1201 – 1300:	9
1301 – 1400:	14
1401 – 1500:	13
1501 – 1600:	15
1601 – 1700:	11
1701 – 1800:	14
1801 – 1900:	8
1901 – 2000:	10
2001 – 2100:	2
2101 – 2200:	4
2201 – 2300:	3
2301 – 2400:	3
Total:	149

**ACCIDENTS INVOLVING
MOTORCYCLES**

Injury:	0
Non-Injury:	0
Fatal:	0
Other:	0

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

Number: 133

**PRIVATE PROPERTY
LOCATIONS**

Number: 25

WEATHER CONDITIONS

Other:	4
Snow:	12
Rain:	21
Clear:	112
Total:	149

FATAL ACCIDENTS

Number: 0

USE OF FORCE 2017

	<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	1											
<u>Persons against whom force was used</u>	0	1											
<u>Involving Officer use of Physical Force</u>	0	1											
<u>Involving Officer use of Mechanical Force</u>	0	0											
<u>Involving Officer use of Deadly Force</u>	0	0											

January	-
February	17-4818
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

**MERCER COUNTY PROSECUTOR'S OFFICE
PROFESSIONAL STANDARDS SUMMARY REPORT FORM**

Agency: _____

Reporting Period: _____

TABLE #1: COMPLAINTS FILED

	Anonymous Complaints	Citizen Complaints	Agency Complaints	Total Complaints
Excessive Force				
Improper Arrest				
Improper Entry				
Improper Search				
Other Criminal Violation				
Differential Treatment				
Demeanor				
Domestic Violence				
Other Rule Violation				
Total				

**MERCER COUNTY PROSECUTOR'S OFFICE
PROFESSIONAL STANDARDS SUMMARY REPORT FORM**

Agency: _____

Reporting Period: _____

TABLE #2: AGENCY DISPOSITIONS

	Sustained	Exonerated	Not Sustained	Unfounded	Administratively Closed	Total Dispositions
Excessive Force						
Improper Arrest						
Improper Entry						
Improper Search						
Other Criminal Violation						
Differential Treatment						
Demeanor						
Domestic Violence						
Other Rule Violation						
Total						



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Public Works

AGENDA ITEM

Policy Concerning the Replacement of Mailboxes after a Weather Event

ATTACHMENTS:

- Memo.Dashield.MailboxReplacement.Storms.April11,2017 (DOCX)



PRINCETON
DEPARTMENT OF INFRASTRUCTURE
AND OPERATIONS
1 Monument Drive
Princeton, New Jersey 08540
609-497-7639
www.princetonnj.gov
Robert A. Hough, P.E., Director

MEMORANDUM

To: Marc D. Dashield
Administrator

From: Robert A. Hough, P.E.
Director, Department of Infrastructure and Operations

Date: April 17, 2017

Re: Policy Concerning the Replacement of Mailboxes Damaged During Storm Events

At the April 3, 2017 meeting of the Public Works Committee, staff advised the committee members (Jenny Crumiller, Bernie Miller, and Tim Quinn) that during and after the snow removal efforts associated with the March 14, 2017 storm, staff had received a number of claims for damaged mailboxes. Staff expressed concern to the committee because some of the damage ranged from very old mailboxes that already were in poor condition to very expensive “one of a kind” mailboxes, mailboxes located to close to the road and claim requests made / received over seven (7) days after the storm.

The committee discussed the issue and determined that it should be discussed among all members of council. However, the committee did have the following thoughts for consideration / discussion:

- It was the opinion of the Public Works Committee members that Princeton should not continue the practice of repairing damaged mailboxes in the future, except in the case when a DPW vehicle actually “hits” a mailbox.
- In a case where a mailbox was physically “hit” by a DPW vehicle plowing snow, the mailbox should be replaced by DPW. It should be noted that it was also discussed that if the damaged mailbox was a very expensive “one of a kind” mailbox, that the filing of a “tort claim” may be required.
- In the case of all other damaged mailboxes, Princeton could consider making a reimbursement of \$50.00 towards the repair of any damaged mailbox upon submission of

an appropriate written request for reimbursement which would include a picture(s) of the damaged mailbox and demonstration – picture and / or receipts – that the mailbox had been repaired.

The Public Works Committee suggested that this matter be discussed in a “work session” of the Mayor and Council at the April 24, 2017 meeting or at a meeting in May 2017.

On behalf of the Public Works Committee, I want to thank you for your review of this issue and placement of same during a “work session” on an upcoming council meeting.

As always, should you have any questions, please feel free to contact me.

CC: Dan Van Mater, Director, Department of Public Works
Kathleen Brzezynski, Municipal Clerk
Jenny Crumiller, Member, Public Works Committee
Bernie Miller, Member, Public Works Committee
Tim Quinn, Member, Public Works Committee



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Clerk

AGENDA ITEM

Cold Storage Facility

ATTACHMENTS:

- Copy of ColdStorage-CostEstimate.April242017.MC.Mtg (XLSX)

COLD STORAGE FACILITY - RIVER ROAD
 COST ESTIMATE - JANUARY 4, 2016

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>"POLE" BARN 100' X 300' - 2014 ESTIMATE</u>	<u>"POLE" BARN 100' X 300'</u>	<u>"BUTLER STYLE" BUILDING - 100' X 150'</u>	<u>"BUTLER STYLE" BUILDING - 100' X 300'</u>
<u>DESIGN PHASE</u>							
STORMWATER DESIGN AND PERMITTING - SWM CONSULTING	1	LS	\$31,000.00	\$31,000.00	\$31,000.00	\$31,000.00	\$31,000.00
PRELIMINARY DESIGN & SITE LAYOUT - CHAMBERS ARCHITECTURE	1	LS	\$20,000.00	\$0.00	\$20,000.00	\$20,000.00	\$20,000.00
ADDITIONAL DESIGN & SITE LAYOUT - CHAMBERS ARCHITECTURE	1	LS	\$60,000.00	\$0.00	\$60,000.00	\$60,000.00	\$60,000.00
SUBTOTAL				\$31,000.00	\$111,000.00	\$111,000.00	\$111,000.00
<u>SITE WORK</u>							
DEMOLITION OF EXISTING QUONSET HUT	1	LS	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00
TREE AND STUMP REMOVAL	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
SITE GRADING	1.5	AC	\$20,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
DETENTION BASIN CONSTRUCTION	1	LS	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00
SITE DRAINAGE PIPING	1000	LF	\$75.00	\$75,000.00	\$0.00	\$0.00	\$0.00
SITE DRAINAGE PIPING	2,000	LF	\$125.00	\$0.00	\$250,000.00	\$250,000.00	\$250,000.00
SITE DRAINAGE STRUCTURES	6	EA	\$4,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00
UTILITY IMPROVEMENTS	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
BITUMINOUS CONCRETE DRIVEWAY SURFACING	3300	SY	\$75.00	\$247,500.00	\$247,500.00	\$247,500.00	\$247,500.00
SUBTOTAL				\$621,500.00	\$771,500.00	\$771,500.00	\$771,500.00
<u>BUILDING CONSTRUCTION</u>							
"POLE" BARN - 100' X 300' (SEE BELOW FOR COST OF REINFORCED CONCRETE FLOOR WITH DRAINAGE SYSTEM)	30,000	SF	\$13.35	\$400,500.00	\$0.00	\$0.00	\$0.00
"POLE" BARN - 100' X 300' (SEE BELOW FOR COST OF REINFORCED CONCRETE FLOOR WITH DRAINAGE SYSTEM)	30,000	SF	\$22.00	\$0.00	\$660,000.00	\$0.00	\$0.00
"BUTLER STYLE" BUILDING - 100' X 150' WITH REINFORCED CONCRETE FLOOR WITH DRAINAGE SYSTEM	15,000	SF	\$83.00	\$0.00	\$0.00	\$1,245,000.00	\$0.00
"BUTLER STYLE" BUILDING - 100' X 300' WITH REINFORCED CONCRETE FLOOR WITH DRAINAGE SYSTEM	30,000	SF	\$69.00	\$0.00	\$0.00	\$0.00	\$2,070,000.00
REINFORCED CONCRETE FLOOR WITH DRAINAGE SYSTEM	1,600	SY	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00
REINFORCED CONCRETE FLOOR WITH DRAINAGE SYSTEM	3,300	SY	\$90.00	\$297,000.00	\$297,000.00	\$0.00	\$0.00
SPRINKLER SYSTEM	15,000	SF	\$4.25	\$0.00	\$0.00	\$63,750.00	\$0.00
SPRINKLER SYSTEM	30,000	LS	\$4.25	\$0.00	\$127,500.00	\$0.00	\$127,500.00
BUILDING "MEP" IMPROVEMENTS	1	LS	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00
BUILDING "MEP" IMPROVEMENTS INCLUDING "WALL" FOR AREA HEATING (TO 50 DEGREES)	1	LS	\$266,000.00	\$0.00	\$0.00	\$266,000.00	\$0.00
BUILDING "MEP" IMPROVEMENTS INCLUDING "WALL" FOR AREA HEATING (TO 50 DEGREES)	1	LS	\$415,000.00	\$0.00	\$415,000.00	\$0.00	\$415,000.00
SUBTOTAL				\$797,500.00	\$1,499,500.00	\$1,574,750.00	\$2,612,500.00
TOTAL BEFORE CONTINGENCY				\$1,450,000.00	\$2,382,000.00	\$2,457,250.00	\$3,495,000.00
10% CONTINGENCY				\$145,000.00	\$238,200.00	\$245,725.00	\$349,500.00
TOTAL				\$1,595,000.00	\$2,620,200.00	\$2,702,975.00	\$3,844,500.00
LIFE EXPECTANCY				20 - 25 YEARS	15 YEARS	50 PLUS YEARS	50 PLUS YEARS



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Clerk

ORDINANCE

2017-15 An Ordinance of the Municipality of Princeton Authorizing the Vacation of a Ten-Foot Wide Access Easement Across Block 1403, Lot 18 on the Princeton Tax Maps (221 Herrontown Road)

ATTACHMENTS:

- 221 Herrontown Memo (PDF)
- Ord to vacate 221 Herrontown Rd easement 032117 (DOCX)

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Princeton Mayor and Council

From: Lucille E. Davy, Esq.

Date: March 21, 2017

Re: Ordinance to Vacate Easement at 221 Herrontown Road

The current property owner of 221 Herrontown Road (Block 1403, Lot 18) ("subject property") has requested that Princeton vacate a 10-foot wide access easement running along the easterly edge of his property. He plans to construct an addition to the home that would be close to the easement area.

The easement was originally granted to the Mercer Girl Scout Council, Inc. in 1950 to access a land-locked parcel the Girl Scout Council owned behind the subject property. Subsequently, the parcel adjacent to 221 Herrontown Road on its eastern boundary (Block 1503, Lot 2) was dedicated to Princeton and consolidated with the Girl Scout Council's lands behind it. As such, the easement is no longer needed to access the land-locked parcel (Block 1503, Lot 3).

Pursuant to the Local Lands and Buildings Law, *N.J.S.A. 40A:12-13(b)(4)*, the Council must adopt an ordinance in order to vacate and extinguish the easement. To that end, I have prepared an ordinance for your consideration.

The ordinance is listed on the March 27, 2017 Mayor and Council agenda for introduction. Please do not hesitate to contact me at (609) 436-1213 or l.davy@mgplaw.com if you have any questions or require additional information before the meeting.

LED:ld

cc: Marc Dashfield, Administrator
Kathleen Brzezynski, Clerk
Deanna Stockton, Engineer

Ordinance #2017-15

AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON AUTHORIZING THE VACATION OF A TEN-FOOT WIDE ACCESS EASEMENT ACROSS BLOCK 1403, LOT 18 ON THE PRINCETON TAX MAPS (221 HERRONTOWN ROAD)

WHEREAS, there exists a perpetual easement and right-of-way on Block 1403, Lot 18, on the Princeton Tax Maps, commonly known as 221 Herrontown Road, Princeton, County of Mercer, State of New Jersey, on a strip of land along the easterly boundary of said property as shown on a survey by A-1 Land Surveys, Inc. dated August 22, 2016 attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, said easement was provided to facilitate access to lands behind Block 1403, Lot 18, which at the time were land-locked; and

WHEREAS, Princeton is the beneficiary of said easement; and

WHEREAS, subsequent to the conveyance of the easement along the easterly boundary of Block 1403, Lot 18, Princeton acquired title to the lands adjacent to Block 1403, Lot 18; and

WHEREAS, the Princeton Council has confirmed that the perpetual easement on the easterly boundary is no longer needed for access to the lands behind Block 1403, Lot 18, because Princeton owns it and the lands adjacent to Block 1403, Lot 18; and

WHEREAS, the Princeton Council therefore desires to vacate said easement in that it is no longer needed for a public purpose; and

WHEREAS, the Local Lands and Building Law at *N.J.S.A.40A:12-13(b)(4)* authorizes the Council to extinguish and vacate said easement and to execute a Deed confirming same provided that action is authorized by Ordinance;

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

1. The findings set forth in the foregoing preamble are hereby incorporated as if fully restated.

2. The Mayor and Clerk are hereby authorized and directed pursuant to *N.J.S.A. 40A:12-13(b)(4)* to execute a Deed extinguishing and terminating the ten-foot-wide access easement running along the easterly boundary of Block 1403, Lot 18 (221 Herrontown Road), the form and substance of which shall be subject to the review and approval of the Princeton Attorney.

3. The Mayor, Clerk, Attorney and Administrator are hereby further authorized and directed to execute and file any and all such documents and undertake any and all such actions as may be reasonably necessary to effectuate the terms hereof.

4. Upon final adoption of this Ordinance, a certified true copy shall be furnished to the owner of 221 Herrontown Road, Princeton, New Jersey 08540.

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

STATEMENT OF PURPOSE: This ordinance authorizes Princeton to vacate an access easement across private property on Herrontown Road because the easement is no longer needed for a public purpose.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Clerk

ORDINANCE

2017-16 An Ordinance by the Municipality of Princeton Accepting the Dedication for Open Space Purposes of a ±7.526-Acre Parcel Abutting the Herrontown Woods Arboretum

ATTACHMENTS:

- Ordinance accepting open space dedication (DOCX)
- Ord Exh A&B (PDF)

Ordinance # 2016-16

**AN ORDINANCE BY THE
MUNICIPALITY OF PRINCETON
ACCEPTING THE DEDICATION
FOR OPEN SPACE PURPOSES OF A
±7.526-ACRE PARCEL ABUTTING
THE HERRONTOWN WOODS
ARBORETUM**

WHEREAS, on February 18, 2016, the Princeton Planning Board granted preliminary and final major subdivision approval to Snowden Development, LLC for a seven-lot cluster residential subdivision to be constructed on a cul-de-sac off of Snowden Lane, as more particularly shown on a certain plat entitled “Final Subdivision Plan, Block 3001, Lots 1&2, Tax Map Sheet 30, Municipality of Princeton, Mercer County, New Jersey” prepared by Taylor Wiseman & Taylor (Samuel S. Previterra, NJPLS), dated March 22, 2017 (“Subdivision Plan”); and

WHEREAS, the approved subdivision includes a ±7.526-acre parcel of open space, shown on the Subdivision Plan as Block 3001, Proposed Lot 1.09; and

WHEREAS, as a condition of the approvals granted on February 18, 2016, the Planning Board required the developer to offer this open space to the Princeton Council for dedication; and

WHEREAS, Snowden Development, LLC has made the required offer; and

WHEREAS, the referenced open space abuts the Herrontown Woods Arboretum and would provide additional public access to the same; and

WHEREAS, the Princeton Council finds that accepting the dedication of the referenced open space will further the public health, safety, and general welfare;

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

1. There is hereby accepted the dedication by Snowden Development, LLC a New Jersey limited liability company, having an address of 7163 Wendover Drive, Princeton, New Jersey 08540, of a ±7.526-acre parcel proposed to be designated on the Princeton tax maps as Block 3001, Lot 1.09, as more particularly set forth in the legal (metes and bounds) description attached hereto as Exhibit “A” and also shown on a certain plat entitled “Final Subdivision Plan, Block 3001, Lots 1&2, Tax Map Sheet 30, Municipality of Princeton, Mercer County, New Jersey” prepared by Taylor Wiseman & Taylor (Samuel S. Previterra, NJPLS), dated March 22, 2017, attached hereto as Exhibit “B”.

2. The property shall be held for open space purposes and its use shall be limited to passive recreation and conservation.

3. The Mayor, Clerk, Administrator and Attorney are hereby authorized and directed to sign any and all documents and undertake, or cause to be undertaken, any and all acts necessary to effectuate the terms and purposes hereof.

Kathleen Brzezynski, Clerk

Liz Lempert, Mayor

Ordinance Introduced: _____, 2017

Ordinance Adopted: _____, 2017

STATEMENT OF PURPOSE: The purpose of this Ordinance is to accept for open space purposes the dedication by Snowden Development, LLC of a ±7.526-acre parcel abutting the Herrontown Woods Arboretum.



Taylor Wiseman & Taylor

ENGINEERS | SURVEYORS | SCIENTISTS

124 Gaither Drive, Suite 150, Mt. Laurel, NJ 08054

856-235-7200 phone 856-722-9250 fax

www.taylorwiseman.com

#05971

DESCRIPTION PROPERTY

**BLOCK 3001, PROPOSED LOT 1.09
OPEN SPACE
MUNICIPALITY OF PRINCETON
MERCER COUNTY
NEW JERSEY**

ALL THAT CERTAIN tract or parcel of land situate and lying in the Municipality of Princeton, County of Mercer, State of New Jersey being more particularly bounded and described as follows:

BEGINNING AT A POINT on the westerly right-of-way line of Snowden Lane and being the southeasterly property corner of proposed Block 3001 Lot 1.09 having a concrete monument marking said corner, said point being 25' from the centerline of said Snowden Lane as shown on a plan entitled "Final Subdivision Plan, Block 3001 Lots 1 & 2, Tax Map Sheet 10, Municipality of Princeton, Mercer County, New Jersey" prepared by Taylor, Wiseman & Taylor dated June, 2015, last revised 12/13/16 and from said beginning point runs; thence running the following courses and distances,

1. Along said Lot 1.09 North 69°12'28" West a distance of 1376.46 feet to a concrete monument; thence,
2. North 37°08'12" East, a distance of 257.20 feet to a concrete monument; thence,
3. North 70°00'14" East, a distance of 243.86 feet to a concrete monument; thence,
4. South 71°43'46" East, a distance of 204.62 feet to a point; thence,
5. North 45°00'21" East, a distance of 1.90 feet to a rebar; thence,
6. South 69°41'17" East, a distance of 20.00 feet to a rebar; thence
7. South 69°11'16" East, a distance of 381.18 feet to a point being the northwesterly corner of Proposed Lot 1.03; thence,
8. Along said proposed lot 1.03 South 70°08'50" West, a distance of 84.33 to a point being the mutual corner of said Lot 1.03 and Proposed Lot 1.04; thence,
9. Along said Proposed lot 1.04 South 30°46'01" West, a distance of 82.32 feet to a point; thence,
10. Still along Proposed Lot 1.04 and Proposed Lot 1.05 South 20°47'32" West, a distance of 199.51 feet to a point; thence,
11. Still along Proposed Lot 1.05 South 38°11'21" East, a distance of 98.78 feet to a point; thence,

DEDICATION ORDINANCE EXHIBIT A



12. Still along Proposed Lot 1.05 South 70°05'56" East, a distance of 109.96 feet to a point on the westerly line of Proposed Lot 1.06; thence,
13. Along Said Proposed Lot 1.06 South 20°47'32" West, a distance of 15.34 feet to point; thence,
14. Still along Proposed Lot 1.06 South 69°12'28" East, a distance of 108.39 feet to a point; thence,
15. Still along Proposed Lot 1.06 North 72°22'12" East, a distance of 65.18 feet to a point; thence,
16. Still along Proposed Lot 1.06 North 20°47'32" East, a distance of 5.09 to a point being the common corner of Proposed lot 1.06 and Proposed Lot 1.07; thence,
17. Along said Proposed Lot 1.07 South 69°12'28" East, a distance of 81.07 feet to a point; thence,
18. Still along Proposed Lot 1.07 North 20°47'32" East, a distance of 67.30 feet to a point being the southwesterly corner of Proposed Lot 1.08; thence,
19. Along said Proposed Lot 1.08 South 69°12'28" East, a distance of 146.35 feet to a point on the Westerly right-of-way of Snowden Lane; thence,
20. Along said right-of-way South 16°27'24" West, a distance of 130.09 feet to the **POINT AND PLACE OF BEGINNING.**

SAID ABOVE DESCRIBED TRACT OR PARCEL OF LAND, containing with said bounds, 327,813 S.F., or 7.526 Acres of land, more or less.

Samuel S. Previtera, P.L.S.
NJ Professional Land Surveyor No. 24GS03897600
NJ Certificate of Authorization No. 24GA28032900



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Clerk

ORDINANCE

2017-17 An Ordinance by the Municipality of Princeton Concerning Litter and Littering and Amending the "Code of the Borough of Princeton, New Jersey, 1974" and the "Code of the Township of Princeton, New Jersey, 1968."

ATTACHMENTS:

- Memo Litter (PDF)
- CHAPTER 14 - Anti Litter (DOCX)
- CHAPTER 14 - Anti Litter Draft - Redlined for 4 3 2017 Meeting (PDF)
- Existing Litter Receptacles Provisions from Both Codes (PDF)

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor and Council of Princeton
From: Lisa M. Maddox, Esq. *lmm*
Date: March 30, 2017
Re: **Littering Ordinance**

On behalf of the Council's Code Subcommittee I am enclosing for the Mayor and Council's discussion and possible introduction on April 3, 2017 a draft ordinance updating and consolidating the existing provisions of the Borough and Township Codes with reference to littering.

The following provisions of the Codes address littering in public places:

- Article V of Chapter 25 and Sections 28-4 through 28-7.1 (within Chapter 28) of the Borough Code
- Chapter 14, Articles III through V, of the Township Code

The current draft is based on Chapter 14 of the Township Code, although the provisions of the two Codes are similar. Enclosed is a "redlined" version of the proposed changes to Chapter 14 as well. The following summarizes the contents of the draft ordinance and recommended updates, as well as identifies the policy issues necessitating resolution.

Title and Purpose

Chapter 14 of the Township Code is currently entitled "Peddling, Soliciting and Related Activity" and is comprised of two distinct parts. The first part (Article I) regulates peddling and soliciting and the second part (Articles III, IV and VI) regulates littering. One recommendation is to update this title to ensure it specifies that littering is also regulated under this Chapter, such as "Peddling, Soliciting and Regulated Activity; Anti-Littering Regulation."

The draft ordinance begins by adding a new section which articulates the purpose of the municipality's anti-littering regulations; this section is taken from section 28-4(a) of the Borough Code.

¹ Article II is "reserved" and contains no substantive provisions.

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*Princeton Mayor and Council
March 30, 2017
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Definitions

The draft uses the definitions from both Codes, consolidates the definitions into a single section and updates the definitions to eliminate duplication and to simplify them.

The existing definitions for *commercial matter/material*, *private property* and *public ways adjacent to private property* in the Codes are identical; these are incorporated into the draft. The Codes' definitions of "litter" differ. The draft retains the definition from the Township Code, which is more concise.

Also included in the draft is the definition of "litter receptacle" from the Borough Code. All other definitions in the draft are retained from current Chapter 14 of the Township Code.

Anti-Littering - Prohibited Acts

Sections 14-16 through 14-21 of the draft ordinance combine the prohibited acts contained in the Borough and Township Codes.

The Borough Code generally prohibits littering on any public or private property and public ways adjacent to private property and from vehicles or boats.

The Township Code only specifically prohibits littering on commercial property, private property and public ways adjacent to private property. There is no specific mention of public places generally or littering from vehicles or boats.

Accordingly, to ensure that littering is broadly prohibited, the draft amends the language to prohibit littering in all areas - commercial, public and private property. In addition, both Codes prohibit the following acts of litter, also incorporated into the draft:

No person shall place or cause to be placed upon, delivered, deposited, thrown upon, left or abandoned within or upon any private property or public ways adjacent to private property in the municipality any garbage, cans, bottles, cartons and other types of refuse or rubbish, or any handbills, advertisements, brochures, flyers, shoppers or other unsolicited commercial matter, printed or otherwise, of every kind or nature whatsoever.

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Princeton Mayor and Council

March 30, 2017

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Importantly, the Codes list exceptions to this prohibition which, consistent with the First Amendment to the United States Constitution, allow the distribution of newspapers, mail, solicited commercial items and certain unsolicited handbills and brochures. These provisions would remain substantively unchanged.

Litter Receptacles in Public Places - Policy Questions

The existing provisions of the applicable Codes require business owners to purchase, maintain and empty litter receptacles in public places adjacent to their businesses. A copy of the current provisions (section 14-19.1 of the Township Code and section 28-7.1 of the Borough Code) is attached.

Our research reflects that current practice throughout the municipality is different from what is stated in both Codes. While a few of the existing receptacles were purchased by private establishments, the vast majority have been purchased by Princeton. Regardless of the party who originally purchased the receptacles, the Department of Public Works maintains all receptacles along the sidewalks and regularly empties them at the municipality's cost. This method ensures that the receptacles are properly and regularly maintained and emptied as necessary.

Proposed section 14-22 of the draft ordinance would only require business owners to provide litter receptacles in buildings held out for public use and sponsors of special events to provide sufficient litter receptacles for their specific events. Otherwise, the provisions requiring business owners to provide litter receptacles along public streets and sidewalks have been removed, as this requirement is inconsistent with current practice.

At this time we respectfully request that the Mayor and Council consider how it wishes to proceed in the future with reference to the public receptacles. The various options include:

1. Continuing the existing practice and adopting the provisions as revised to reflect this practice;
2. Requiring business owners to purchase, maintain and empty litter receptacles at their own cost; or
3. A hybrid of the two, such as requiring business owners to purchase, maintain and empty litter receptacles at their own cost, but offer owners the option of having the

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COUNSELLORS AT LAW

*Princeton Mayor and Council
March 30, 2017
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municipality provide this service (and passing the cost onto owners for the latter).

There are advantages and disadvantages to each option to consider. For instance, the current practice ensures that the public litter receptacles are maintained and emptied as necessary, but this is done at Princeton's sole cost and expense. On the other hand, if responsibility of providing, maintaining and emptying the receptacles is passed onto businesses, the cost to Princeton will be reduced significantly and shifted to business owners. This option would require Princeton to enforce these requirements and raises concern that receptacles may not be maintained and emptied at the same standard as they are now.

Penalties and Enforcement

The draft sets forth penalties for violating the anti-littering provisions. The Township Code includes specific minimum penalties for violating same, whereas the Borough Code indicates that a violator will be subject to the general penalties set forth in section 1-6. As you may recall the general penalties provide for up to a \$2,000.00 fine for each violation. The Subcommittee recommends the inclusion of minimum penalties, but raising these amounts from the current amounts.

The Borough Code currently provides that the police department shall enforce the anti-littering provisions of this chapter. Section 14-26 has been added to retain this requirement and also add that the health department shall also have the authority to enforce same.

Recycling Shed Provisions

A final substantive change to this ordinance is to delete the provisions allowing persons to drop off recycling at the former Township recycling shed at the Princeton Shopping Center; this location is no longer used for this purpose.

Should you have any questions in reference to the above, please do not hesitate to contact me.

Enclosures

cc: Kathleen Brzezynski, Clerk
Marc Dashfield, Administrator
Jeffrey Grosser, Assistant Administrator/Health Officer
Robert Hough, Director of Infrastructure and Operations

Ordinance #2017-17

AN ORDINANCE BY THE MUNICIPALITY OF PRINCETON CONCERNING LITTER AND LITTERING AND AMENDING THE "CODE OF THE BOROUGH OF PRINCETON, NEW JERSEY, 1974" AND THE "CODE OF THE TOWNSHIP OF PRINCETON, NEW JERSEY, 1968."

WHEREAS, the Borough of Princeton and Township of Princeton pursuant to the provisions of the New Jersey Municipal Consolidation Act, *N.J.S.A. 40:43-66.35* consolidated as Princeton on January 1, 2013; and

WHEREAS, pursuant to *N.J.S.A. 40:43-66.64*, the Princeton Council on January 1, 2013 adopted a Resolution continuing in effect Ordinances of the former Borough of Princeton and the former Township of Princeton as a new Code for Princeton is prepared; and

WHEREAS, the Princeton Council's Code Subcommittee has reviewed and consolidated portions of Chapters 25 and 28 of the "Code of the Borough of Princeton, New Jersey, 1974" and portions of Chapter 14 of the "Code of the Township of Princeton, New Jersey, 1968" pertaining to litter and littering; and

WHEREAS, the Princeton Council wishes to adopt said Code revisions which will become a part of the new Princeton Code at a future date.

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

Section 1. Sections 25-39 through 25-45 within Article V of Chapter 25 of the "Code of the Borough of Princeton, New Jersey, 1974" ("Borough Code") are hereby repealed.

Section 2. Sections 28-4 through 28-7.1 within Article I of Chapter 28 of the Borough Code are hereby repealed.

Section 3. Sections 14-14 through 14-26 within Articles III, IV and V of Chapter 14 of the "Code of the Township of Princeton, New Jersey, 1968" ("Township Code") are hereby repealed.

Section 4. Revisions to Chapter 14 of the Township Code as set forth on Exhibit A attached hereto and made a part hereof are hereby adopted to set forth provisions governing litter and littering, and to replace the aforementioned sections of the Borough Code and the Township Code.

Section 5. All ordinances and resolutions or parts thereof inconsistent with this Ordinance are repealed.

Section 6. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

Section 7. The provisions of this Ordinance and the attached Chapter 14 shall be applicable within Princeton upon final adoption and shall become a part of the new Princeton Code once completed and adopted.

Kathleen K. Brzezynski, Clerk

Liz Lempert, Mayor

Ordinance Introduced:

Ordinance Adopted:

This ordinance is part of the ongoing process of merging and harmonizing the code provisions of former Princeton Borough and former Princeton Township into a new code for the consolidated municipality of Princeton. It consolidates and updates the requirements and regulations regarding litter and littering in the municipality.

EXHIBIT A

CHAPTER 14. PEDDLING, SOLICITING AND RELATED ACTIVITY; ANTI-LITTERING REGULATION.

Article II. Anti-Littering Regulation.

Sec. 14-14. Purpose.

The purpose of this article is to establish requirements to control littering in Princeton, so as to protect public health, safety and welfare, and to prescribe penalties for the failure to comply.

Sec. 14-15. Definitions.

As used in this article, the word or phrases shall have the meanings indicated unless otherwise required by the context:

Commercial matter or material. Any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet or any other printed or otherwise reproduced original or copy of any matter of literature which, while containing reading matter other than advertising matter, is predominantly and essentially an advertisement and is distributed or circulated for advertising purposes or for the private benefit and gain of any person so engaged as advertiser or distributor.

Commercial premises. A building or buildings or any part thereof, and the lot or tract of land upon which the building or buildings are situated, where commercial activity of any kind takes place. Commercial activity shall include, but is not limited to, automobile service stations; stores for retail sales; liquor stores; taverns and inns; restaurants, including, but not limited to, drive-in restaurants, snack bars, hot dog, hamburger, and ice cream stands; professional activities, including, but not limited to medical, dental, legal, architectural, accounting; personal services, including, but not limited to real estate, insurance, barber shops, hairdressers, repair shops of all kinds, shopping centers; and amusements, including, but not limited to, movies, skating rinks, bowling alleys, whether part of a shopping area or not.

Garbage. The animal and vegetable and other organic wastes resulting from the handling, preparation, cooking and consumption of food or other products.

Litter. Garbage, refuse, and rubbish, as defined herein, and all other waste material, such as chemical, building and automobile shop, which is discarded or thrown or deposited as herein prohibited.

Litter receptacle. A container suitable for the depositing of litter.

Occupant. Any person having actual possession of the premises or any part thereof.

Operator. Any person having charge, care or control of the premises or any part thereof, whether with or without the consent of the owner.

Owner. Any person who, alone or jointly or severally with others, shall have legal or equitable title to any premises, with or without accompanying actual possession thereof; or shall have charge, care of control of any premises as owner or agent of the owner, or as fiduciary, administrator, administratrix, trustee, receiver or guardian of the estate or as mortgagee in possession was obtained. Any person who is a lessee subletting or reassigning any part or all of any premises shall be deemed to be a co-owner with the lessor and shall have joint responsibility over the portion of the premises subject or assigned by said lessee.

Private property. Any dwelling or structure, whether or not occupied, and any yard, grounds, sidewalk, wall, fence, driveway, porch, steps, vestibule or mailbox belonging to or appurtenant to such dwelling or structure.

Public ways adjacent to private property. The areas between the edge of the pavement or traveled portion of a highway, street or road, whether or not curbed, and the adjacent private property line, and all areas used for any public park, playground, municipal building or other installation, including driveways, parking areas, walks, paths and other public ways thereupon.

Refuse. All putrescible and non-putrescible solid wastes (except body wastes), including but not limited to garbage and rubbish.

Rubbish. Non-putrescible solid wastes, consisting of both combustible and non-combustible waste, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials, except natural fall of leaves and needles left undisturbed.

Sec. 14-16. Acts of litter prohibited.

No person shall place upon, deposit, throw upon, leave or abandon upon any commercial, private or public property located within the municipality any litter, other than in a litter receptacle.

Whenever any litter is thrown or discarded or allowed to fall from a vehicle or boat, the operator or owner, or both, of the vehicle or boat shall also be deemed to have violated this section.

Sec. 14-17. Duty to keep commercial premise sanitary.

Occupants, owners, and/or operators of commercial premises within the municipality shall be responsible for removing litter from the sidewalks, walkways, pedestrian areas and parking areas during every day the premises are open for business. The areas shall be swept or otherwise cleaned as often as is necessary to maintain it free of litter.

Sec. 14-18. Removal of litter from commercial premises.

Every owner, operator and/or occupant of commercial premises shall have the duty and responsibility of providing sufficient and suitable litter receptacles with tightfitting covers for receiving and holding litter; and the litter receptacles shall be maintained in a manner, with the cover in place so as to avoid the creation of a nuisance.

Sec. 14-19. Additional acts prohibited.

No person shall place or cause to be placed upon, delivered, deposited, thrown upon, left or abandoned within or upon any private property or public ways adjacent to private property in the municipality any garbage, cans, bottles, cartons and other types of refuse or rubbish, or any handbills, advertisements, brochures, flyers, shoppers or other unsolicited commercial matter, printed or otherwise, of every kind or nature whatsoever.

Sec. 14-20. Exceptions.

The provisions of section 14-19 shall not be applicable to the delivery of:

(a) Mail, parcels or packages by and in accordance with the rules of the United States Postal Service.

(b) Parcels, packages and materials by vendors organized for such purposes, and those delivered by vendors where ordered by or on behalf of the owner or occupant of the recipient premises.

(c) Newspapers and other publications and periodicals that are solicited or subscribed to by the owner or occupant of the recipient premises, provided that such material is placed firmly in a receptacle designed for such purpose, or there being no such receptacle, is tightly secured or packaged so as to prevent blowing or scattering upon the recipient premises or adjacent areas.

(d) Unsolicited and unsubscribed newspapers, publications and other periodicals that are wholly or partially of a commercial nature, provided that such material is placed firmly in a receptacle designed for such purpose, or there being no such receptacle is tightly secured or packaged so as to prevent blowing or scattering upon the recipient premises or adjacent areas.

(e) Laundry, dry cleaning, dairy, bakery and similar food products, and commercial product sampling, by agreement with or invitation of the owner or occupant of the recipient premises.

(f) Solicitation cards, brochures and flyers by duly authorized bona-fide non-profit charitable organizations, including, but not limited to, United Fund, American Red Cross, religious, educational, medical and volunteer police, fire and ambulance organizations, provided that such material is tightly secured or packaged and placed in such manner as not to blow or scatter upon the recipient premises or adjacent areas.

(g) Non-commercial handbills of a political or other nature whose distribution is protected by constitutional rights of free speech, provided that such handbills are tightly secured or packaged in such manner as not to blow and scatter upon the recipient premises or adjacent areas.

Sec. 14-21. Objection to delivery of unsolicited, commercial publications.

The owner or occupant of any property within the municipality shall have the right, at any time, in writing, either by certified mail or in person, to transmit to the local office of the publisher and/or distributor of any unsolicited or unsubscribed newspapers, publications or other periodicals that are wholly or partially of a commercial nature, a notice of objection to the continued delivery of any such unsolicited and unsubscribed material. Such notice of objection shall clearly identify the property to which the continued delivery of any such unsolicited or unsubscribed material is objected. Any publisher and/or distributor who receives said notice of objection, shall comply with said notice within fourteen days of receipt of said notice and shall discontinue the delivery of the objected to material to the property identified by said notice. Such notice of objection shall continue in effect until revoked, and it shall be deemed a violation of this article for any person, including, but not limited to, a publisher and/or distributor to deliver, continue to deliver or cause to be delivered any such unsolicited and unsubscribed material to the property of any such objecting owner or occupant.

To facilitate cooperative action with regard to violations as herein described, any owner or occupant of any property within the municipality who has transmitted written notice of objection as provided for herein to the publisher and/or distributor, may file a copy of said notice and all subsequent correspondence pertaining to said notice with the municipal clerk, who will maintain a file of such correspondence for public inspection. Said municipal clerk files are to be kept current by removing therefrom any correspondence which is more than three years old.

Sec. 14-22. Placement and servicing of litter receptacles in public places.

Litter receptacles shall be required in the following areas:

- (a) In buildings held out for use by the public, including schools, government buildings, and railroad and bus stations; parks; all street vendor locations; self-service refreshment areas; construction sites; gasoline service station islands; shopping centers; parking lots; boat moorage and fueling stations; boat launching areas; public and private piers operated for public use; beaches and bathing areas;
- (b) At any and all special events to which the public is invited, including sporting events, parades, carnivals, circuses, and festivals.

The owners of the above mentioned places or the sponsors of the above-mentioned events, as the case may be, shall be responsible for providing and servicing the receptacles at such times and in such a manner that clean and adequate storage in the receptacles is maintained at all times.

Sec. 14-23. Separate violations.

Each violation of the provisions of this article shall be deemed a separate violation whether it shall occur on the same day or on succeeding days.

Sec. 14-24. Violations and penalties.

Any person, firm or corporation violating any provisions of this article shall be liable in the municipal court for fines as follows:

- (a) For the first violation, a fine of not less than one hundred dollars.
- (b) For a second violation, a fine of not less than two hundred dollars.
- (c) For a third violation, a fine of not less than three hundred dollars.
- (d) For each subsequent violation within one year of the date of the first violation, a fine of not less than five hundred dollars.

Sec. 14-25. Severability.

Every section or provision of this article shall be deemed a separate provision to the extent that if any portion shall be declared invalid, such determination shall not affect the remaining parts of this ordinance, which shall remain in force and effect to the extent severable.

Sec. 14-26. Enforcement.

This article shall be enforced by the police department and/or health department of the municipality of Princeton.

CHAPTER 14. PEDDLING, SOLICITING AND RELATED ACTIVITY; ANTI-LITTERING REGULATION.

Article II. Anti-Littering Regulation.

Article III. Littering Commercial Property.

Sec. 14-14. Purpose.

The purpose of this article is to establish requirements to control littering in Princeton, so as to protect public health, safety and welfare, and to prescribe penalties for the failure to comply.

Sec. 14-15. Definitions.

As used in this article, the word or phrases shall have the meanings indicated unless otherwise required by the context:

Commercial matter or material. Any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet or any other printed or otherwise reproduced original or copy of any matter of literature which, while containing reading matter other than advertising matter, is predominantly and essentially an advertisement and is distributed or circulated for advertising purposes or for the private benefit and gain of any person so engaged as advertiser or distributor.

Commercial premises. A building or buildings or any part thereof, and the lot or tract of land upon which the building or buildings are situated, where commercial activity of any kind takes place. Commercial activity shall include, but is not limited to, automobile service stations; stores for retail sales; liquor stores; taverns and inns; restaurants, including, but not limited to, drive-in restaurants, snack bars, hot dog, hamburger, and ice cream stands; professional activities, including, but not limited to medical, dental, legal, architectural, accounting; personal services, including, but not limited to real estate, insurance, barber shops, hairdressers, repair shops of all kinds, shopping centers; and amusements, including, but not limited to, movies, skating rinks, bowling alleys, whether part of a shopping area or not.

Garbage. The animal and vegetable and other organic wastes resulting from the handling, preparation, cooking and consumption of food or other products.

Litter. Garbage, refuse, and rubbish, as defined herein, and all other waste material, such as chemical, building and automobile shop, which, ~~if is discarded or~~ thrown or deposited as herein prohibited, ~~creates or is likely to create a danger to public health, safety and welfare.~~

Litter receptacle. A container suitable for the depositing of litter.

~~Occupant.~~ Any person having actual possession of the premises or any part thereof.

Operator. Any person having charge, care or control of the premises or any part thereof, whether with or without the consent of the owner.

Owner. Any person who, alone or jointly or severally with others, shall have legal or equitable title to any premises, with or without accompanying actual possession thereof; or shall have charge, care or control of any premises as owner or agent of the owner, or as fiduciary, administrator, administratrix, trustee, receiver or guardian of the estate or as mortgagee in possession was obtained. Any person who is a lessee subletting or reassigning any part or all of any premises shall be deemed to be a co-owner with the lessor and shall have joint responsibility over the portion of the premises subject or assigned by said lessee.

~~(b)~~ *Private property.* Any dwelling or structure, whether or not occupied, and any yard, grounds, sidewalk, wall, fence, driveway, porch, steps, vestibule or mailbox belonging to or appurtenant to such dwelling or structure.

~~(c)~~ *Public ways adjacent to private property.* The areas between the edge of the pavement or traveled portion of a highway, street or road, whether or not curbed, and the adjacent private property line, and all areas used for any public park, playground, municipal building or other installation, including driveways, parking areas, walks, paths and other public ways thereupon.

 Refuse. All putrescible and non-putrescible solid wastes (except body wastes), including but not limited to garbage and rubbish.

 Rubbish. Non-putrescible solid wastes, consisting of both combustible and non-combustible waste, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials, except natural fall of leaves and needles left undisturbed.

Sec. 14-165. Acts of litter prohibited ~~on commercial premises.~~

 No person shall place upon, deposit, throw upon, leave or abandon upon any commercial, private or public property premises located within the municipality township ~~any garbage, cans, bottles, cartons, litter, other than in a litter receptacle refuse or rubbish of every kind of nature whatsoever.~~

Whenever any litter is thrown or discarded or allowed to fall from a vehicle or boat, the operator or owner, or both, of the vehicle or boat shall also be deemed to have violated this section.

Sec. 14-176. Duty to keep commercial premise sanitary.

 Occupants, owners, and/or operators of commercial premises within the township municipality shall be responsible for removing litter, ~~garbage, refuse, rubbish~~ from the sidewalks, walkways, pedestrian areas and parking areas during every day the premises are open

for business. The areas shall be swept or otherwise cleaned as often as is necessary to maintain it free of litter, ~~garbage, refuse, rubbish, spillage, or other debris.~~

Sec. 14-187. Removal of refuse-litter from commercial premises.

Every owner, operator and/or occupant of commercial premises shall have the duty and responsibility of providing sufficient and suitable litter receptacles with tightfitting covers for receiving and holding litter, ~~garbage, refuse and rubbish~~; and the litter receptacles shall be maintained in a manner, with the cover in place so as to avoid the creation of a nuisance.

Article IV. Littering.

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Sec. 14-18. Definitions.

~~As used in this article, the words or phrases shall have the meanings indicated unless otherwise required by the context:~~

~~(a) Commercial Any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet or any other printed or otherwise reproduced original or copy of any matter of literature which, while containing reading matter other than advertising matter, is predominantly and essentially an advertisement and is distributed or circulated for advertising purposes or for the private benefit and gain of any person so engaged as advertiser or distributor.~~

~~(b) Private property. Any dwelling or structure, whether or not occupied, and any yard, grounds, sidewalk, wall, fence, driveway, porch, steps, vestibule or mailbox belonging to or appurtenant to such dwelling or structure.~~

~~(c) Public ways adjacent to private property. The areas between the edge of the pavement or traveled portion of a highway, street or road, whether or not curbed, and the adjacent private property line, and all areas used for any public park, playground, municipal building or other installation, including driveways, parking areas, walks, paths and other public ways thereupon.~~
(Ord. No. 1017, § 1.)

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Sec. 14-19. Additional aActs of litter prohibited.

No person shall place or cause to be placed upon, delivered, deposited, thrown upon, left or abandoned within or upon any private property or public ways adjacent to private property in the ~~township~~ municipality any garbage, cans, bottles, cartons and other types of refuse or rubbish, or any handbills, advertisements, brochures, flyers, shoppers or other unsolicited commercial matter, printed or otherwise, of every kind or nature whatsoever.

~~**Sec. 14-19.1. Placement and Servicing of litter receptacles in public places.**~~

~~Litter receptacles shall be required in the following areas:~~

=

~~(a) Along sidewalks used by pedestrians in active retail commercially zoned areas at a minimum of one quarter mile intervals;~~

~~(b) In buildings held out for use by the public, including schools, government buildings, and railroad and bus stations; parks; drive-in restaurants; all street vendor locations; self-service refreshment areas; construction sites; gasoline service station islands; shopping~~

~~centers; parking lots; campgrounds and trailer parks; marinas; boat moorage and fueling stations; boat launching areas; public and private piers operated for public use; beaches and bathing areas;~~

~~(e) At any and all special events to which the public is invited, including sporting events, parades, carnivals, circuses, and festivals.~~

~~The proprietors of the above mentioned places or the sponsors of the above mentioned events, as the case may be, shall be responsible for providing and servicing the receptacles at such times and in such a manner that clean and adequate storage in the receptacles is maintained at all times.~~

Sec. 14-20. Exceptions.

The provisions of section 14-19 shall not be applicable to the delivery of:

(a) Mail, parcels or packages by and in accordance with the rules of the United States Postal Service.

(b) Parcels, packages and materials by vendors organized for such purposes~~by and in accordance with the rules of the United Parcel Service and Railway Express Agency or other utility licensed or regulated for such purposes~~, and those delivered by vendors where ordered by or on behalf of the owner or occupant of the recipient premises.

(c) Newspapers and other publications and periodicals that are solicited or subscribed to by the owner or occupant of the recipient premises, provided that such material is placed firmly in a receptacle designed for such purpose, or there being no such receptacle, is tightly secured or packaged so as to prevent blowing or scattering upon the recipient premises or adjacent areas.

(d) Unsolicited and unsubscribed newspapers, publications and other periodicals that are wholly or partially of a commercial nature, provided that such material is placed firmly in a receptacle designed for such purpose, or there being no such receptacle is tightly secured or packaged so as to prevent blowing or scattering upon the recipient premises or adjacent areas.

(e) Laundry, dry cleaning, dairy, bakery and similar food products, and commercial product sampling, by agreement with or invitation of the owner or occupant of the recipient premises.

(f) Solicitation cards, brochures and flyers by duly authorized bona-fide non-profit charitable organizations, including, but not limited to, United Fund, American Red Cross, religious, educational, medical and volunteer police, fire and ambulance organizations, provided that such material is tightly secured or packaged and placed in such manner as not to blow or scatter upon the recipient premises or adjacent areas.

(g) Non-commercial handbills of a political or other nature whose distribution is protected by constitutional rights of free speech, provided that such handbills are tightly secured

or packaged in such manner as not to blow and scatter upon the recipient premises or adjacent areas.

Sec. 14-21. ~~___~~—Objection to delivery of unsolicited, commercial publications.

The owner or occupant of any property within the ~~township-municipality~~ shall have the right, at any time, in writing, either by certified mail or in person, to transmit to the local office of the publisher and/or distributor of any unsolicited or unsubscribed newspapers, publications or other periodicals that are wholly or partially of a commercial nature, a notice of objection to the continued delivery of any such unsolicited and unsubscribed material. Such notice of objection shall clearly identify the property to which the continued delivery of any such unsolicited or unsubscribed material is objected. Any publisher and/or distributor who receives said notice of objection, shall comply with said notice within fourteen days of receipt of said notice and shall discontinue the delivery of the objected to material to the property identified by said notice. Such notice of objection shall continue in effect until revoked, and it shall be deemed a violation of this article for any person, including, but not limited to, a publisher and/or distributor to deliver, continue to deliver or cause to be delivered any such unsolicited and unsubscribed material to the property of any such objecting owner or occupant.

To facilitate cooperative action with regard to violations as herein described, any owner or occupant of any property within the ~~township-municipality~~ who has transmitted written notice of objection as provided for herein to the publisher and/or distributor, may file a copy of said notice and all subsequent correspondence pertaining to said notice with the ~~township-municipal~~ clerk, who will maintain a file of such correspondence for public inspection. Said ~~township-municipal~~ clerk files are to be kept current by removing therefrom any correspondence which is more than three years old.

Sec. 14-~~22~~19.1. ~~Placement and s~~Servicing of ~~litter~~litter receptacles in public places.

Litter~~Litter~~ receptacles shall be required in the following areas:

(a) — Along sidewalks used by pedestrians in active retail commercially-zoned areas at a minimum of one quarter mile intervals;

(a~~b~~) In buildings held out for use by the public, including schools, government buildings, and railroad and bus stations; parks; ~~drive in restaurants~~; all street vendor locations; self-service refreshment areas; construction sites; gasoline service station islands; shopping centers; parking lots; ~~campgrounds and trailer parks~~; marinas; boat moorage and fueling stations; boat launching areas; public and private ~~pieers~~ operated for public use; beaches and bathing areas;

(b~~e~~) At any and all special events to which the public is invited, including sporting events, parades, carnivals, circuses, and festivals.

The ~~proprietor~~owners of the above mentioned places or the sponsors of the above-mentioned events, as the case may be, shall be responsible for providing and servicing the

receptacles at such times and in such a manner that clean and adequate storage in the receptacles is maintained at all times.

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Sec. 14-232. Separate violations.

Each violation of the provisions of this article shall be deemed a separate violation whether it shall occur on the same day or on succeeding days.

Sec. 14-243. Violations and penalties.

Any person, firm or corporation violating any provisions of this article shall be liable in the municipal court for fines as follows:

- (a) For the first violation, a fine of not less than ~~fifty-one hundred~~ dollars.
- (b) For a second violation, a fine of not less than ~~one-two~~ hundred dollars.
- (c) For a third violation, a fine of not less than ~~one-three~~ hundred ~~fifty~~ dollars.
- (d) For each subsequent violation within one year of the date of the first violation, a fine of not less than ~~two-five~~ hundred ~~fifty~~ dollars.

Sec. 14-254. Severability.

Every section or provision of this article shall be deemed a separate provision to the extent that if any portion shall be declared invalid, such determination shall not affect the remaining parts of this ordinance, which shall remain in force and effect to the extent severable.

Sec. 14-26. Enforcement.

This article shall be enforced by the police department and/or health department of the municipality of Princeton.

~~Article V. Littering Recycling Shed.~~

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~~Sec. 14-25. Acts of litter prohibited.~~

~~No person shall place upon, deposit, throw upon or leave any newspapers or glass at the Princeton Township recycling shed located within the Princeton Township shopping center unless said shed is open to accept said newspapers and glass. All depositing and leaving of newspapers or glass shall be left by any person inside the shed and secured in such a fashion so as to prevent littering.~~

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~~Sec. 14-26. Violations and penalties.~~

~~Any person who shall violate section 14-25 shall be liable to a maximum fine and imprisonment as provided for in section 1-6 of this Code.~~

**CURRENT CODE PROVISIONS REQUIRING LITTER RECEPTACLES IN
PUBLIC PLACES**

Sec. 14-19.1. Placement and Servicing of litter receptacles in public places. (Township Code)

Litter receptacles shall be required in the following areas:

- (a) Along sidewalks used by pedestrians in active retail commercially-zoned areas at a minimum of one quarter mile intervals;
- (b) In buildings held out for use by the public, including schools, government buildings, and railroad and bus stations; parks; drive-in restaurants; all street vendor locations; self-service refreshment areas; construction sites; gasoline service station islands; shopping centers; parking lots; campgrounds and trailer parks; marinas; boat moorage and fueling stations; boat launching areas; public and private piers operated for public use; beaches and bathing areas;
- (c) At any and all special events to which the public is invited, including sporting events, parades, carnivals, circuses, and festivals.

The proprietors of the above mentioned places or the sponsors of the above-mentioned events, as the case may be, shall be responsible for providing and servicing the receptacles at such times and in such a manner that clean and adequate storage in the receptacles is maintained at all times.

Sec. 28-7.1. Abutting food establishment required to install and maintain trash and/or recycling receptacles. (Borough Code)

(a) The owner of every food establishment abutting upon any public highway of the borough shall purchase and install on the abutting sidewalk, or in such location as may be directed by the borough engineer, one or more trash and/or recycling receptacle(s) as provided herein. The number of trash and/or recycling receptacles required for each food establishment shall be based on the floor area of the premises, as defined in section 17A-201 of this code, and the type of food establishment in accordance with the following:

(1) Restaurant - One trash and/or recycling receptacle shall be required for the first five thousand square feet of floor area or portion thereof and one additional receptacle for each additional five thousand square feet or portion thereof. For the purpose of this article, a restaurant shall be described as an establishment primarily serving food on the premises (indoors or out-of-doors) on nondisposable dishes with nondisposable utensils. Restaurants which serve no take out food shall be exempted from this ordinance.

(2) Take out/restaurant - One trash and/or recycling receptacle shall be required for the first one thousand square feet or portion thereof and one additional receptacle for each additional two thousand square feet or portion thereof. For the purpose of this article, a take-out/restaurant shall be described as an establishment which prepares food for consumption either on or off the premises, served on disposable dishes.

(3) Take out - One trash and/or recycling receptacle shall be required for the first one thousand square feet or portion thereof and one additional receptacle for each additional one thousand square feet or portion thereof. For the purpose of this article, a take out food establishment shall be described as an establishment with authorized seating for less than ten patrons, whose primary business is the sale of prepared food for immediate consumption; for example, delicatessens, bakeries, ice cream parlors, pizzerias, etc.

(4) Convenience store - One trash and/or recycling receptacle shall be required for the first one thousand square feet or portion thereof and one additional receptacle for each additional three thousand square feet or portion thereof. For the purpose of this article, a convenience store shall be described as an establishment whose primary business is the sale of food for preparation at other locations and for immediate consumption; for example, Wawa, Seven-Eleven, Quick Chek, Cumberland Farms, and Krauzer's food stores.

(5) Grocery - One trash and/or recycling receptacle shall be required for the first five thousand square feet or portion thereof and one additional receptacle for each additional ten thousand square feet or portion thereof. For the purpose of this article, a grocery store shall be described as an establishment whose primary business is the sale of food for preparation at other locations.

(b) The receptacle(s) shall be a metal, thirty-two gallon freestanding street trash container with a cover or hood to protect the contents from weather. The receptacle shall be designed in accordance with specifications on file in the office of the borough engineer or such other design and size as approved by the borough engineer. The location of the receptacle(s) shall be determined by the borough engineer and may not necessarily be located directly in front of the business in question.

The owner of each food establishment is required to maintain the receptacle(s) in good condition and shall keep the sidewalk and surrounding area clear of all refuse. The receptacle(s) shall be emptied when necessary by the owner of the food establishment. The owner of each food establishment shall also be required to replace the receptacle(s) every ten years. The receptacle liner shall be replaced every five years. In addition, any receptacle that is lost, stolen or significantly damaged shall be replaced by the owner of the restaurant and/or take out food establishment within thirty days.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Clerk

ORDINANCE

2017-18 An Ordinance by the Municipality of Princeton Concerning Overnight Parking and Applicable Permit Criteria, and Amending the “Code of the Borough of Princeton, New Jersey, 1974” and “Code of the Township of Princeton, New Jersey, 1968.”

ATTACHMENTS:

- Memo for Overnight Parking 4-3-17 (DOCX)
- No overnight parking ordinance for 4 3 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*

MEMORANDUM

DATE: March 30, 2017
TO: Marc D. Dashield, Administrator
FROM: Deanna Stockton, P.E., C.M.E., Municipal Engineer
RE: Overnight Parking Ordinance Amendment

Attached for introduction by Princeton Council is an amendment to the former Borough Code Sections 19-20 and 19-22 and the former Township Code Sections 11-19.4 through 11-19.8. This ordinance seeks to do the following:

- Clarify the limits of former Borough streets subject to no overnight parking.
- Harmonize the overnight parking permit regulations.
- Provide criteria for reduced parking permit fees.

The former Township Residential Parking District (RPD) was originally put in place to safeguard the former Township streets in the Witherspoon Jackson neighborhood from long-term parking by Princeton Hospital employees. Each June, the municipal clerk sends annual permits free of charge to each of the approximately 200 property owners in the RPD; this year, 370 permits have been sent. There is no application process, nor criteria to be met. Owners with a driveway are sent one permit per dwelling; owners without a driveway are sent 2 permits per dwelling unit. The permits are transferrable and the vehicle license plate is not put on record. Additionally, the holder of this permit is not only allowed to park overnight, they are also exempt from the daytime 2-hour parking limit.

Provided below is a comparison of the former Borough overnight permits and the former Township Residential Parking District permit:

	Former Borough Overnight	Former Township Residential
Permitted Locations	Zones R1,R2,R3,R4 – on the street you reside	Leigh, Birch, Race, John (R-9)
Number of Permits Issued	1 permit per dwelling unit without off-street parking	2 permits per dwelling unit without off-street parking 1 permits per dwelling unit with off-street parking

	Former Borough Overnight	Former Township Residential
Charge	\$30 / Quarter	\$0
Valid Time Period	Quarter	1 year
Permitted Hours	6:00 pm – 9:00 am	11:00 pm – 8:00 am and daytime exemption from 2 hour parking

The attached ordinance amendment contains the following modifications:

- The former Borough Code Section 19-20 (d) which allowed one hour of parking within the 2 am to 6 am prohibition has been deleted.
- A new code section 19-22 (g) has been added for “No Parking 2 am to 6 am”.
The new code section maintains the on-street overnight (2 am to 6 am) parking prohibition that existed in the former Borough, and designates the subject streets by name, with limits if appropriate.
- No change is proposed for those former Borough streets that were subject to a 2 am to 8 am parking prohibition under Section 19-22 (e).
- The portion of Battle Road, Springdale Road and Olden Lane within the former Borough will be subject to a 2 am to 10 am parking prohibition (former Township Code Section 11-14) as exists for that portion of the same roadways in the former Township.
- Effective January 1, 2018, the former Township Residential Permit District (RPD) will be governed by the following rules:
 - Residents must apply for a parking permit, provide proof of residency, and provide vehicle registration.
 - Residents must pay \$30/quarter (or the current fee at the time of application) for the permit.
 - The permits are non-transferrable and license plate numbers must be on record.
 - When a property within the former Township RPD is sold, it becomes subject to the former Borough parking permit criteria which becomes the Princeton criteria through this ordinance.

While Princeton Council previously considered other variations in the overnight parking boundary (leave it as is / former Borough boundary, modify the edges of the existing boundary to be contiguous with roadways, expand it to encompass the entire municipality), the current proposal provides a transparent accounting of the roadways subject to the prohibition and provides equal treatment of residents who require parking permits. The effective date of January 1, 2018 provides the Clerk’s Office with time to notify the former Township permittees of the need to register and pay a permit fee.

If you have any questions or require additional information, please contact me at your earliest convenience.

Ordinance #2017-18

AN ORDINANCE BY THE MUNICIPALITY OF PRINCETON CONCERNING OVERNIGHT PARKING AND APPLICABLE PERMIT CRITERIA, AND AMENDING THE “CODE OF THE BOROUGH OF PRINCETON, NEW JERSEY, 1974” AND “CODE OF THE TOWNSHIP OF PRINCETON, NEW JERSEY, 1968.”

WHEREAS, the Borough of Princeton and Township of Princeton pursuant to the provisions of the New Jersey Municipal Consolidation Act, *N.J.S.A. 40:43-66.35* consolidated as Princeton on January 1, 2013; and

WHEREAS, pursuant to *N.J.S.A. 40:43-66.64*, the Princeton Council on January 1, 2013 adopted a Resolution continuing in effect Ordinances of the former Borough of Princeton and the former Township of Princeton as a new Code for Princeton is prepared; and

WHEREAS, the Council’s Code Subcommittee, in consultation with the Engineering Department, recommends the adoption of updated provisions governing overnight parking in the consolidated municipality; and

WHEREAS, the Princeton Council wishes to adopt said Code revisions which will become a part of the new Princeton Code at a future date.

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

Section 1. Subsection 19-20(d) of the “Code of the Borough of Princeton, New Jersey, 1974” (“Code”), governing overnight parking, is hereby DELETED.

Section 2. Section 19-22 of the Code, entitled “No parking zones,” is hereby amended by adding a NEW section (g) as follows:

Sec. 19-22. No parking zones.

(g) No parking between 2:00 A.M. and 6:00 A.M.

(1) No person shall park a vehicle between the hours of 2:00 A.M. and 6:00 A.M. on any day on any portion of the following streets (entire length, both sides) or parts of streets (as may be specifically identified) without a permit:

Aiken Avenue

Alexander Street, from Mercer Street South to 620 feet south of the centerline of the University Place/Alexander Street roundabout.

Allison Road

Armour Road

Bainbridge Street

Bank Street

Birch Avenue

Boudinot Street

Branch Avenue

Campbelton Circle

Campbelton Road

Cedar Lane, from Route NJ 27 (Nassau Street) to Prospect Avenue.

Chambers Street

Chambers Terrace

Charlton Street

Chestnut Street

Cleveland Lane

Dickinson Place

Edgehill Street

Edwards Place

Erdman Avenue

Evelyn Place

Ewing Street, from North Harrison Street to Franklin Avenue.

Fisher Avenue

Forester Drive

Franklin Avenue, south side, from Tee-Ar Place to 400 feet east of the east curb line of Walnut Lane.

Franklin Avenue, north side, from Tee-Ar Place to Walnut Lane.

Franklin Avenue, from Witherspoon Street to Moore Street.

Green Street

Greenview Avenue

Hamilton Avenue

Harriet Drive

Harris Road

Harrison Street North, from Franklin Avenue to Route NJ 27 (Nassau Street).

Harrison Street, from Route NJ 27 (Nassau Street) to Prospect Avenue.

Hawthorne Avenue

Hibben Road

Hodge Road

Honor Lane

Houghton Road

Hulfish Street

Humbert Street

Hunter Road

Ivy Lane

Jefferson Road

John Street

Lafayette Road

Leavitt Lane, from Hamilton Avenue to Erdman Avenue.

Leigh Avenue

Library Place

Lilac Lane

Lincoln Court

Linden Lane, from Route NJ 27 (Nassau Street) to Franklin Avenue.

Lovers Lane

Lytle Street

Maclean Street

Madison Street

Maple Street

Markham Road, from Sergeant Street to Patton Avenue.

Mercer Street, from Lovers Lane to Route NJ 27 (Nassau Street).

Moore Street

Moran Avenue

Morven Place

Murray Place, from Aiken Avenue to Prospect Avenue.

North Tulane Street

Olden Street

Orchard Circle

Palmer Square East

Palmer Square South

Palmer Square West

Park Place

Patton Avenue

Paul Robeson Place

Pelham Street

Pine Street

Princeton Avenue, from Aiken Avenue to Prospect Avenue.

Prospect Avenue, from Riverside Drive West to Washington Road.

Quarry Street

Race Street

Riverside Drive West, from Route NJ 27 (Nassau Street) to Prospect Avenue.

Robert Road

Roper Lane

Scott Lane

Sergeant Street

Shirley Court

Snowden Lane, from Route NJ 27 (Nassau Street) to Franklin Avenue.

South Tulane Street

Spring Street

Spruce Street

Stanley Avenue

Sturges Way

Sylvia Beach Way

Tee-Ar Place

University Place

Vandeventer Avenue

Walnut Lane, from Hamilton Avenue to Guyot Road.

Washington Road, from Route NJ 27 (Nassau Street) to Ivy Lane.

Westcott Road

Wiggins Street

William Street

Wilson Road, from Westcott Road to Westerly Road.

Wilton Street, from Sergeant Street to Patton Avenue.

Witherspoon Lane

Witherspoon Street, from Route NJ 27 (Nassau Street) to Birch Avenue.

Section 3. Subsection 19-31(a) of the Code, entitled “Overnight parking on certain streets,” is hereby amended as follows (additions are underlined and deletions are [bracketed]):

Sec. 19-31. Parking permits.

- (a) Overnight parking on certain streets.

(1) Eligibility.

a. Bona fide residents of Princeton [Borough] who meet the following criteria are eligible to apply for an overnight parking permit to park on [borough]municipally-controlled streets:

1. They reside in dwelling units that are located in the R1, R2, R3, [and] R4 and R-9 districts. A dwelling unit for the purpose of this section shall be defined as a building, or entirely self-contained portion thereof, [containing complete housekeeping facilities for only one family, including any domestic servants employed on the premises, and having no cooking, food preparation or sanitary facilities in common with other dwelling units and no common and closed space, other than vestibules, entrances, porches, laundry, heating and air conditioning rooms and equipment] providing complete, independent living facilities for one or more persons living as a single housekeeping unit, including permanent provisions for living, sleeping, eating, cooking and sanitation. This definition shall not include a [boarding house, convalescent home, dormitory, fraternity, sorority house,] hotel, motel or other guest house [or similar home and other similar building or secondary residence]. In addition, multi-family dwelling structures that contain ten or more units are specifically excluded from this definition.

2. On-site parking on the premises of the applicant is physically impossible due either to physical restrictions of the property and/or restrictions imposed under [borough]municipal ordinance.

3. The dwelling unit of the applicant is in compliance with all applicable local, county and state laws or ordinances and is not the subject of zoning approvals that require the owner to provide parking.

4. A resident of the dwelling unit which is located on state or county roads, private streets or streets of another municipality is not eligible for an overnight parking permit.

b. Exceptions. The following categories of residents shall be exempted from the eligibility requirements as set forth above for the issuance of an overnight parking permit, and in accordance with the following, shall be able to apply for parking permits to park on municipal streets:

1. Bona fide residents of the Princeton [Borough] Housing Authority's Hageman Homes Project[shall be exempted from the eligibility requirements as set forth above for issuance of an overnight parking permit]. Upon application to the [borough]municipal clerk, and the payment of the appropriate fee [of thirty dollars per quarter], the clerk shall be authorized to issue to the verified resident an overnight parking permit.

2. Current owners of record having fee title to any property with a dwelling unit thereon within the “residential permit parking district” established by section 11-19.5 of the “Code of the Township of Princeton, New Jersey, 1968,” subject to satisfaction of the requirements of this subsection. Upon application to the municipal clerk, verification of ownership and payment of the appropriate fee, the clerk shall be authorized to issue to the owner one overnight parking permit if the property has off-street parking or two overnight parking permits if the property does not have off-street parking. No more than one overnight parking permit (if the property has off-street parking) or two overnight parking permits (if the property does not have off-street parking) shall be given per dwelling unit in the “residential permit parking district”. The owner or tenant of any business operating or other non-residential use within the above-referenced “residential permit parking district” with or without off-street parking shall not be

eligible to receive overnight parking permits hereunder. All remaining provisions in sections 11-19.4 through 11-19.8 of the “Code of the Township of Princeton, New Jersey, 1968” not otherwise regulating parking between the hours of 2:00 A.M and 6:00 A.M. shall remain in full force and effect, to the extent not inconsistent herewith. The intent of the exception is to enable persons owning property with a dwelling unit in the “residential permit parking district,” as of January 1, 2018, to have the ability to receive one overnight parking permit if the property has off-street parking or two overnight parking permits if the property does not have off-street parking. This exception shall not apply to persons who take ownership of a property after January 1, 2018; those subsequent owners and residents shall only be authorized to purchase overnight parking permits in accordance with section 19-31(a)(1)a. above.

(2) Application for parking.

a. A bona fide resident of Princeton [Borough] who meets the above-described criteria may make application to the [borough] municipal clerk in writing on forms supplied by the [borough] clerk for a permit to allow overnight parking between the hours of 6:00 P.M. and 9:00 A.M. Prior to the issuance of a permit by the [borough] clerk, the zoning officer shall verify that the premises in question meet the requirements set forth in this section. Upon the zoning officer's verification to the clerk, the clerk shall provide identification to the applicant. This form of identification shall be affixed to the driver's side, side rear window of the vehicle. Except as may otherwise be provided above, [T]the permits shall be issued quarterly[, beginning April 1, 1991]. Application for an overnight parking permit shall be accompanied by payment of a fee of thirty dollars per quarter, except as may otherwise be provided below. The clerk is authorized to reissue a duplicate form of identification on reasonable proof by the applicant that same has not been lost or destroyed under intentional act of the applicant. Such permit shall not be transferable.

The permit fee for the following categories of residents shall be fifteen dollars per quarter: residents who participate in the Pharmaceutical Assistance to the Aged and Disabled (PAAD) program; residents who receive General Assistance (WorkFirst NJ); residents who participate in the Temporary Assistance for Needy Families (TANF) program; residents who receive Medicaid; residents who qualify as Disabled Military Veterans; residents who live in Housing and Urban Development (HUD) housing; and residents who receive assistance through Mercer County's Low Income Home Energy Assistance Program (LIHEAP). Residents seeking a reduced fee shall verify their qualifications for same at the time of applying for a permit with the clerk's office.

b. Except as may otherwise be provided above, o[O]nly one overnight parking permit shall be issued for each dwelling unit. Holders of overnight parking permits will be entitled to park overnight only on the [borough] street on which they reside, unless modified by a permit condition, and may park in any legal parking spot on the particular street. An exception to this requirement may be granted by mayor and council to permit a physically disabled resident to park on an adjacent street when such a resident lives on a street that does not permit any overnight parking. The mayor and council may also grant an exception to this requirement when the factual circumstances support permitting a resident to park on an adjacent street to the street on which the resident lives, and when necessary to further the intent of this subsection.

(3) This section does not replace or modify requirements otherwise established under Princeton [Borough] Ordinances for on-site parking. The availability of overnight parking permits may not be used to satisfy any parking requirements set forth elsewhere in the Princeton [Borough] Ordinances.

(4) Declaration of snow emergency.

a. Whenever snow has fallen and the snow is such that it covers the street or highway, [an emergency shall exist and] no vehicle shall be permitted to park overnight on [borough] municipal streets regardless of whether the person holds a permit for overnight parking. This parking prohibition will remain in effect after the snow has ceased and until the snow has been plowed sufficiently and to the extent that parking will not interfere with the normal flow of traffic or impede the passage of [fire apparatus]emergency vehicles. During this period of parking prohibition, holders of overnight parking permits, issued pursuant to this chapter, may park overnight in municipal parking yards.

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

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

Section 6. This Ordinance shall take effect on January 1, 2018. The provisions of this Ordinance shall be applicable within Princeton upon taking effect and shall become a part of the new Princeton Code once completed and adopted.

Kathleen Brzezynski, Clerk

Liz Lempert, Mayor

Ordinance Introduced:

Ordinance Adopted:

This ordinance is part of the ongoing process of merging and harmonizing the code provisions of former Princeton Borough and former Princeton Township into a new code for the consolidated municipality of Princeton. This ordinance updates the provisions of

both the former Township and Borough in reference to overnight parking on municipal streets by: deleting the provision allowing parking up to one hour between 2 a.m. and 6 a.m., specifying which streets parking is prohibited between 2 a.m. and 6 p.m. and designating where parking is permitted between 2 a.m. and 6 p.m. by residents with permits purchased through the clerk's office. This ordinance also allows existing owners in the former Township's "Residential Parking Permit District" to receive two permits when the property does not have on-street parking, but requires subsequent owners thereof to comply with the new provisions of the ordinance. The ordinance goes into effect on January 1, 2018.



ORDINANCE

**2017-19 An Ordinance Amending Chapter 34 the Code of Princeton,
New Jersey Concerning Sewer Connection Fees (Public Hearing May
22, 2017)**

2017-19

**AN ORDINANCE AMENDING
CHAPTER 34 OF THE CODE OF THE
PRINCETON, NEW JERSEY,
CONCERNING SEWER CONNECTION
FEES**

WHEREAS, the former Borough of Princeton and the former Township of Princeton have consolidated pursuant to *N.J.S.A. 40:43-1 et seq.* as the Municipality of Princeton as of January 1, 2013; and

WHEREAS, *N.J.S.A. 40:43-25.1* permits the continuation of the former "Code of the Borough of Princeton, New Jersey, 1974" while consolidated ordinances are being adopted by the Municipality of Princeton; and

WHEREAS, the Municipality of Princeton established a uniform charge for sanitary sewer connections to the public sanitary sewer system for the entire Municipality of Princeton and with the adoption of Ordinance 2015-43 on December 21, 2015

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

1. Article VI, Sewer Connection Fees of the "Code of the Borough of Princeton, New Jersey, 1974" is amended to read as follows:

Article VI - Sewer Connection Fee

Section 34-42 - Definitions

"Base Wastewater Flow" shall mean the total annual water consumption rate in gallons divided by 365, for the Municipality of Princeton for the preceding fiscal year as calculated by the Princeton Sewer Operating Committee ("PSOC") from water utility records.

For the purpose of this Article, the words and phrases contained herein, as well as the meaning respectively ascribed to them in the preceding Article of this Chapter.

Section 34-43 - Purpose of Article

The purpose of this Article is to establish a sewer connection fee to facilitate a fair contribution by developers and property owners adding new flows to the sewerage system towards the capital cost of the publicly owned sanitary sewer system which is operated under the auspices of PSOC.

Section 34-44 Calculation of Sewer Connection Fees

Any owners of real property within the Municipality of Princeton in addition to payments of the review fee associated with a permit application for a sewer connection, shall also be obligated to pay a sewer connection fee. The sewer connection fee shall be calculated in the following manner:

The total capital cost of the Municipality of Princeton sewerage system is comprised of the following components:

- A. Total accumulated debt service plus capital expenditures not funded by a bond ordinance or debt, for construction and improvement of the PSOC system, as of the end of the immediately preceding fiscal year.
- B. Total accumulated debt service plus capital expenditures not funded by a bond ordinance, allocated to the Municipality of Princeton by the SBRSA for construction and improvement of the SBRSA system, as of the end of the immediately preceding fiscal year.
- C. A deduction for any gifts or subsidies received by the PSOC and SBRSA, and not reimbursed or reimbursable to any federal, state, county, or municipal government.

The Sewer Capacity Charge in dollars per gallon per day is calculated by dividing the sum of the components described above by the Base Wastewater Flow.

The amount of an owner's contribution is calculated by multiplying the Sewer Capacity Charge by the owner's anticipated daily volume of sewage in gallons per day, as determined below.

The calculation of anticipated volume of sewage flow shall be in accordance with the Flow Allocations for Princeton Sewer Connection Fee standards as summarized below:

All single and multiple family dwellings, apartments, townhouses and condominiums

1 bedroom unit	75 gpd
2 bedroom unit	150 gpd
3 bedroom unit	225 gpd
each additional bedroom	75 gpd

Non-residential structure

The greater of 0.125 gallons per square foot or the standards promulgated by NJDEP in N.J.A.C. 7:14A-23.3

All calculations of construction and capital improvement costs, and anticipated volume of sewage flow, etc., shall be made by the PSOC Manager, in conjunction with the Municipal Engineer and Finance Officer, as necessary.

Section 34-45.-Review of Connection Fees

Sewer connection fees shall be recomputed at the end of each fiscal year. If as a result of this calculation of the PSOC decides to change the fee, then a public hearing before the governing body regarding same shall be held. The current sewer connection fee is forty-eight dollars and fifty cents (\$48.50) per gallon.

1. The Sewer Connection Fee calculated pursuant to this Article shall be applicable to all real properties within the Municipality of Princeton.
2. This Ordinance shall take effect upon its passage and publication as provided for by law.

Purpose

The purpose of this Ordinance is to establish for the Municipality of Princeton Sewer Connection Fees.

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of an ordinance introduced by the Mayor and Council of Princeton at its meeting held April 24, 2017.

Kathleen K. Brzezynski
Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Clerk

ORDINANCE

**2017-20 An Ordinance by the Municipality of Princeton Accepting
“Title 39 Jurisdiction” Over The Griggs Corner Parking Yard and
Amending Chapter 19, Article Xi, “Parking” of the Code of the
Borough of Princeton, New Jersey, 1974. (Public Hearing May 22,
2017)**

ATTACHMENTS:

- Memo to MC 4-19-17 re Griggs Corner parking lot enforcement (PDF)
- 44760969_1_Park-in Garage Systems LLC-C3 (PDF)
- Ord re Griggs Lot Title 39 Enforcement final draft(DOCX)

MASON, GRIFFIN & PIERSON

PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Princeton Mayor and Council

From: Trishka W. Cecil, Esq., Princeton Attorney



Date: April 19, 2017

Re: Griggs Corner Parking Yard: Title 39 Enforcement Authority

As you know, for many years Princeton leased and operated the Griggs Corner Parking Yard (“Griggs Corner lot”) at the corner of Hulfish Street and Witherspoon Street—co-owned by E.A. Properties, LLC and Wendy Osborne—, but that lease has terminated and the lot is now being operated by Park-In Garage Systems, LLC (“Park-In”), which retains the revenue from the parking meters that are installed there.

Stuart Dember, Esq. on behalf of E.A. Properties and Park-In, has submitted a formal written request that Princeton exercise “Title 39 jurisdiction” over the lot in order to enforce the lot’s parking limitations, in exchange for which Princeton will retain any fines levied for parking violations. This type of arrangement is expressly allowed pursuant to *N.J.S.A. 39:5A-1*, which states that upon the filing of a written request with the municipal clerk by a person or corporation, the provisions of Title 39’s Motor Vehicle and Traffic Laws shall “in the discretion of the municipal authorities vested with the police powers in the locality within which the property . . . is situate” be made applicable “to that person or corporation’s semi-public property.” The statute further provides at *N.J.S.A. 39:5A-2* that any such request may subsequently be rescinded in writing, and that upon the filing of such written rescission with the municipal clerk, the provisions of Title 39 shall cease to be applicable to the property effective the following January 1. The statute also gives Princeton the ability to terminate the arrangement at any time by adopting a rescinding ordinance, on notice to the parking yard’s operator, which rescission would become effective on January 1 following adoption of the rescinding ordinance.

The Princeton Police Department currently exercises Title 39 jurisdiction at the Princeton Shopping Center, Griggs Farm, and Washington Oaks at Princeton. Each of these properties is policed pursuant to specific ordinance provisions contained in the former Township of Princeton’s motor vehicles regulations (see Township Code Article V, sec. 11-32 through 11-44; Article VII, sec. 11-47 through 11-53; and Article IX, sec. 11-56 through 11-63). These various ordinances set forth the limitations applicable to each property and the penalties for violating same. A similar ordinance would need to be adopted with respect to the Griggs Corner lot.

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

Staff and my office have spent the past few months discussing with Park-In and E.A. Properties the parameters that would apply were Princeton to assume Title 39 jurisdiction over the Griggs Corner lot as requested. In relevant part, these include the following:

- Park-In would set the parking meter rates and duration
- Park-In would retain the right to close all or a portion of the lot for private events
- In the event of a claim of a meter malfunction (*e.g.*, meter not accepting payment, time running down too quickly), and at the request of the Princeton Prosecutor or Princeton Police Department, Park-In would provide a diagnostic report or other evidence satisfactory to the Prosecutor (including, if necessary, court testimony) demonstrating that the meter was functioning correctly
- Park-In would install signage advising the public of the meters' time limitations, applicable parking fees and accepted payment methods (coins, credit card, etc.), including in particular whether smart cards would be an accepted payment method
- Park-In would not be required to provide more than a one-minute grace period before the meters would display an over-time signal

Consistent with the above, I have prepared and attach hereto for your consideration a proposed ordinance accepting Title 39 jurisdiction over the Griggs Corner Parking Yard and designating the lot as a municipal parking yard. The ordinance has been listed on the agenda for possible introduction at the April 24, 2017 Mayor and Council agenda.

Please do not hesitate to contact me at (609) 436-1211 or trishka@mgplaw.com if you have any questions or require additional information.

TWC:twc

cc: (via email)

Marc Dashield, Administrator
Kathleen Brzezynski, Clerk
Sandra Webb, Chief Financial Officer
Nicholas K. Sutter, Chief of Police
Deanna Stockton, Municipal Engineer
Robert Hough, Director of Infrastructure and Operations
W. Reed Gusciora, Esq., Municipal Prosecutor
Stuart B. Dember, Esq.

**APPLICATION TO HAVE NJ MOTOR VEHICLE STATUTES
MADE APPLICABLE TO PRIVATE PROPERTY**

FROM: Park-in Garage Systems, LLC (“Applicant”)
c/o Hulfish Street Garage
11 Hulfish Street
Princeton, NJ 08542

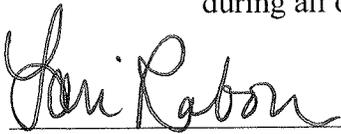
TO: Princeton Police Department
1 Valley Road
Princeton, NJ 08540
Attn: Nicholas Sutter, Chief

By authority of N.J.S.A. 39:5A-1, application is hereby made by **Park-in Garage Systems, LLC** requesting that the provisions of Subtitle I of Title 39 of the revised statutes shall be made applicable to the semipublic roadways, driveways, parking areas and other areas used for vehicular traffic (collectively referred to as “**Parking Lot**”) on the enclosed map of site plan and known as:

Griggs Corner Parking Lot, Block 20.04, Lots 54 and 55 on the Princeton Municipal Tax Map

This Application specifically and expressly is made subject to the following conditions, qualifications and reservations:

1. Applicant shall be provided with a copy of the actual Ordinance to be adopted by Princeton Council for Applicant’s review and consent, which consent is a pre-condition for this Application.
2. Thereafter, this Application may be rescinded by or on behalf of Applicant at any time commencing January 1, 2018, pursuant to N.J.S.A. 39:5A-2.
3. Applicant shall advise the Princeton Police Department where and to what extent (including designated areas and duration) some or all of the Parking Lot meters are being reserved for private non-public use.
4. Any Parking Lot meters not provided for public use shall be clearly marked as private.
5. The Princeton Police Department shall monitor the Parking Lot during all of the Applicant’s operating hours.



Lori Rabon,
Authorized Agent

March 9, 2017
Date

AN ORDINANCE BY THE MUNICIPALITY OF PRINCETON ACCEPTING “TITLE 39 JURISDICTION” OVER THE GRIGGS CORNER PARKING YARD AND AMENDING CHAPTER 19, ARTICLE XI, “PARKING” OF THE CODE OF THE BOROUGH OF PRINCETON, NEW JERSEY, 1974.

WHEREAS, Title 39 of the New Jersey Revised Statutes at N.J.S.A. 39:5A-1 states that upon the filing of a written request with the municipal clerk by a person or corporation, the provisions of Title 39, subtitle 1 (Motor Vehicle and Traffic Laws) shall “in the discretion of the municipal authorities vested with the police powers in the locality within which the property . . . is situate” be made applicable to that person or corporation’s semi-public property; and

WHEREAS, Title 39 at N.J.S.A. 39:5A-2 further provides that any such request may subsequently be rescinded in writing, and that upon the filing of such written rescission with the municipal clerk, the provisions of Title 39 shall cease to be applicable to the property effective the following January 1; and

WHEREAS, Princeton by lease agreement previously operated the Griggs Corner Parking Yard as a municipal parking yard; and

WHEREAS, said lease agreement has terminated, and the Griggs Corner Parking Yard is now privately operated; and

WHEREAS, although privately owned and operated, the Griggs Corner Parking Yard continues to be accessible to and used by the general public; and

WHEREAS, the operator of the Griggs Corner Parking Yard, Park-In Garage Systems, LLC, has submitted a written “Application to Have NJ Motor Vehicle Statutes Made Applicable to Private Property” pursuant to N.J.S.A. 39:5A-1; and

WHEREAS, the Council believes that it would in the interests of the public and the municipality to approve the request and make the provisions of subtitle 1 of Title 39 applicable to the Griggs Corner Parking Yard as set forth in detail hereinbelow, by adding a new section (section 19-38) to Article XI in Chapter 19 of the former Borough of Princeton ordinances; and

WHEREAS, in recognition that the Griggs Corner Parking Yard is no longer controlled or operated by Princeton as a municipal parking yard, it is also necessary to delete certain provisions relating thereto from Article XI of Chapter 19 of the former Borough ordinances;

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

Section 1. New section 19-38 added to Borough Code. Article XI, Parking, in Chapter 19 of the “Code of the Borough of Princeton, New Jersey, 1974” (“Borough Code”) is hereby amended by adding thereto a new section 19-38, which shall read as follows:

Sec. 19-38. Griggs Corner Parking Yard.

(a) Findings and purpose.

The operator of the Griggs Corner Parking Yard in Princeton has filed a written consent with the council that the provisions of subtitle 1, chapter 39 of the Revised Statutes of New Jersey, be made applicable to the Griggs Corner Parking Yard within said municipality. The council hereby finds that extending title 39 jurisdiction as requested is appropriate in order to promote the public health, safety and welfare and said title 39 jurisdiction is hereby extended to the said parking yard pursuant to N.J.S.A. 39:5A-1 *et seq.*

(b) Parking Yard defined.

As used in this section, reference to the “Griggs Corner Parking Yard” or “parking yard” shall refer to Lot 54 and Lot 55 in Block 20.04 on the Princeton Municipal Tax Map.

(c) Parking meters; signage; payment methods.

(1) Parking meters shall be installed adjacent to the individually-marked parking space that they are intended to regulate and shall be so placed as to show by signal that such space is or is not legally occupied.

(2) Each parking meter shall, by proper legend, indicate the legal parking time, required parking fee and accepted method of payment to be inserted in such meter. Each meter shall, when operated in the proper manner, indicate on its face the duration of the period of legal parking time and, on the expiration of such period, shall indicate illegal or overtime parking. The parking yard meters shall not be required to be programmed with a minimum ten-minute grace period prior to displaying an over-time signal, provided that signage warning the public of same is installed in the parking yard or on the individual meters.

(3) The operator of every vehicle parked within the parking yard shall, upon entering the respective parking space, immediately deposit or cause to be deposited in the meter regulating the use of such space the required fee in accordance with the schedules set forth by signage in the parking yard. Such vehicle may remain parked in such space for only as long as the parking meter does not display an illegal or over-time signal or for a period of time not to exceed what is authorized by the signage, whichever is less. Such over-parked vehicle shall be issued additional summonses for each additional authorized time period which is overextended.

(4) Signage shall be installed in the parking yard for purposes of advising the public of the time limitations, applicable parking fees and accepted payment methods (*i.e.*, coins, credit card, etc.). If smart cards are not an accepted payment methods, same shall also be prominently posted.

(5) No person shall deposit or cause to be deposited any slug, device or substitute for a proper coin of the United States in any parking meter.

(6) No person shall deface, injure, tamper with, open, willfully break, destroy or impair the usefulness of any parking meter.

(7) No person shall deposit or cause to be deposited in a meter any payment for the purpose of extending the parking time beyond the total lawful parking time limit in accordance with the schedules set forth at said parking yard. Such over-parked vehicle shall be issued additional summonses for each additional authorized time period which is overextended. This provision is directed at preventing what is commonly termed "meter feeding" and is enacted to provide for the convenience of legal "turn-over parking" within the municipality.

(d) Parking within parking spaces.

No person shall park a vehicle in the parking yard at any time except within a parking space marked on the pavement.

(e) Limitation on parking.

From time to time the entire parking lot, portions thereof or individual parking spaces may be closed for public use by its operator. Any such closure shall

be clearly identified by the operator through conspicuously posted signage at the entrance to the lot and/or on the impacted meters, as necessary. No member of the public shall be permitted to park in the parking yard or in its spaces when the yard or spaces are clearly marked as closed.

(f) Handicapped parking spaces.

(1) Pursuant to N.J.S.A. 40:48-2.46, the one parking space designated as a handicapped parking space within the parking yard is hereby designated as restricted parking spaces for use by persons who have been issued special vehicle identification cards for handicapped parking pursuant to N.J.S.A. 39:4-205 by the Division of Motor Vehicles. No other person shall be permitted to park in said space.

(2) Any person parking a motor vehicle in a restricted parking space without a special vehicle identification card shall be liable to a fine of two hundred fifty dollars for the first offense and, for subsequent offenses, a fine of at least two hundred fifty dollars and up to ninety days community service on such terms and in such form as the court shall deem appropriate, or any combination thereof.

(g) Tow-away.

Any vehicle parked or standing in violation of the parking regulations established in this section may be removed by towing the vehicle at the owner's or operator's expense.

(h) Traffic to stay on driveway; keeping to right.

All vehicular traffic in the parking yard shall stay within driveways or within aisles or ways giving access to parking spaces, except when using parking space. The driver of a vehicle shall drive it on the right half of the driveway as closely as possible to the right-hand edge of the driveway unless it is impracticable to travel on that side of the driveway, and except when overtaking and passing another vehicle.

(i) Enforcement and penalty.

(1) The provisions of this section shall be enforced by the Princeton Police Department and/or the Princeton Parking Enforcement Officers.

(2) The penalty provisions of section 19-7 of the "Code of the Borough of Princeton, New Jersey, 1974" shall apply to any violations of the provisions of this section.

(3) In the event of a claim of a meter malfunction (*e.g.*, meter not accepting payment, time running down too quickly), and upon the request of the Princeton Prosecutor or Princeton Police Department, the operator of the Griggs Corner Parking Yard shall forthwith provide a diagnostic report or other

evidence satisfactory to the Princeton Prosecutor (including, if necessary, court testimony), demonstrating that said meter is functioning correctly.

(j) Termination.

(1) By Princeton. Consistent with N.J.S.A. 39:5A-1, the Princeton Mayor and Council retain the discretion at any time to rescind by ordinance the provisions of this section 19-38 on notice to the operator of the Griggs Corner Parking Yard, and said rescission shall become effective on January 1 of the year following the passage of such rescinding ordinance.

(2) By the operator. Consistent with N.J.S.A. 39:5A-2, in the event the operator of the Griggs Corner Parking Yard files a written rescission with the Princeton Clerk, then the provisions of this section 19-38 shall cease to be applicable effective January 1 of the year following the filing of said written rescission.

Section 2. Borough Code amended to remove references to “Griggs Corner Yard” from section 19-25. Sections 19-25(a)(1) and -25(b)(2) of Article XI, Chapter 19 of the Borough Code are hereby amended to delete therefrom all references to the “Griggs Corner Parking Yard,” and shall read as follows [deletions are in brackets [thus]; additions are underlined thus]:

Sec. 19-25. Metered parking yards.

(a) Designated.

(1) The following areas in the municipality are hereby designated as municipal metered parking yards:

[Griggs Corner (Witherspoon and Hulfish) Yard;]

Park Place East Yard;

Park Place West Yard;

Princeton Station Lot;

Princeton Station Retail Lot;

Trinity Yard;

Tulane Street East Yard;

Tulane Street West Yard;

University Place Yard.

(b) Parking time limited to two hours.

(1) No person shall park any vehicle within the following two hour parking zones for a period longer than two hours between the hours of 8:00 A.M. and 8:00 P.M. Monday through Saturday, and between the hours of 1:00 P.M. and 8:00 P.M., Sunday, except where excluded on Sundays.

a. Type three meters.

[Griggs Corner Yard	All spaces.]
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Park Place East Yard	All spaces (Sundays excluded)
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Tulane Street West Yard	All spaces.
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Tulane Street East Yard	Four spaces.
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Section 3. Borough Code amended to remove references to “Griggs Corner Yard” from section 19-30. Section 19-30(c) of Article XI, Chapter 19 of the Borough Code is hereby amended to delete therefrom all references to the “Griggs Corner Yard,” and shall read as follows [deletions are in brackets [thus]; additions are underlined thus]:

Sec. 19-30. Handicapped parking.

(c) Spaces designated.

(2) Parking yards.

[Griggs Corner Yard, one space as designated by the borough engineer.]

Park Place West Yard, two spaces as designated by the borough engineer.

Maclean Street Yard, two spaces as designated by the borough engineer.

Princeton Station Lot	Five spaces
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Princeton Station Retail Lot Four spaces

Section 4. Repealer. All ordinances and resolutions or parts thereof inconsistent with this Ordinance are repealed to the extent of such inconsistency.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

Section 6. Effective date. This Ordinance shall take effect upon its final adoption and publication as provided for by law.

Kathleen Brzezynski, Clerk

Liz Lempert, Mayor

The foregoing ordinance was introduced at a regular meeting of the Mayor and Council of Princeton held on April 24, 2017. It 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 May 8, 2017 beginning at 7:00 p.m., and during the week prior and up to and including the date of such meeting, a copy of said ordinance shall be posted on Princeton's website and copies will also be made available free of charge on at the Clerk's Office to the members of the general public who shall request the same.

STATEMENT OF PURPOSE: The purpose of this ordinance is to make the provisions of Title 39 (the State's motor vehicles laws) applicable to the privately-owned Griggs Corner Parking Yard on Hulfish Street, which will give the Princeton Police Department the ability to monitor and enforce the parking meters and other restrictions that apply to said lot, and retain any fines collected in the process of enforcing the regulations. The ordinance also eliminates references to the Griggs Corner Parking Yard from existing sections of Chapter 19, Article XI in recognition that the lot is no longer a municipal parking yard but is instead privately owned and operated.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Clerk

ORDINANCE

**2017-21 An Ordinance by the Municipality of Princeton Regulating and Establishing Parking Fees for the Use of Parking Spaces at the Spring Street Municipal Parking Garage for Charging of Electric Vehicles and Amending the "Code of the Borough of Princeton, New Jersey, 1974".
(Public Hearing May 22, 2017)**

ATTACHMENTS:

- Cover Letter for EV Parking Ordinance MGP (DOCX)
- EV Parking Ordinance MGP 4 20 (DOCX)

4/20/17

Marc,

Attached is the EV Parking Ordinance that establishes the fees for charging electric vehicles in the Spring Street Garage, restricts the spaces to parking only while charging an electric vehicle and limits the amount of time an electric vehicle can be parked in the designated space for charging to a maximum of four (4) hours.

Regards,

Christine Symington
Program Director
Sustainable Princeton

**AN ORDINANCE BY THE
MUNICIPALITY OF PRINCETON
REGULATING AND
ESTABLISHING PARKING FEES
FOR THE USE OF PARKING
SPACES AT THE SPRING STREET
MUNICIPAL PARKING GARAGE
FOR CHARGING OF ELECTRIC
VEHICLES AND AMENDING THE
"CODE OF THE BOROUGH OF
PRINCETON, NEW JERSEY, 1974".**

BE IT ORDAINED by the Princeton Council as follows:

Section 1. Section 19-32(b) of Chapter 19 of the "Code of the Borough of Princeton, New Jersey, 1974" ("Borough Code"), entitled "Parking fees," shall be amended as follows (additions are underlined and deletions are [bracketed]):

Sec. 19-32. Parking fees.

(b) Spring Street Municipal Parking Garage.

(1) The following rates shall apply to the Spring Street Municipal Parking Garage between the hours of 9:00 A.M. and 9:00 P.M., seven days per week, unless otherwise indicated below:

- a. The first thirty minutes shall be free.
- b. For over thirty minutes and up to one hour, one dollar and twenty-five cents.
- c. For more than one hour and up to two hours, two dollars and fifty cents.
- d. For more than two hours and up to three hours, three dollars and seventy-five cents.
- e. For more than three hours and up to four hours, five dollars.

- f. For more than four hours and up to five hours, six dollars and fifty cents.
- g. For more than five hours and up to six hours, eight dollars.
- h. For more than six hours and up to seven hours, ten dollars.
- i. For more than seven hours and up to eight hours, twelve dollars.
- j. For more than eight hours and up to nine hours, fourteen dollars.
- k. For more than nine hours and up to ten hours, sixteen dollars.
- l. For more than ten hours and up to eleven hours, eighteen dollars.
- m. For more than eleven hours and up to twelve hours, twenty dollars.

(2) The following rates shall apply to the Spring Street Municipal Parking Garage between the hours of 9:00 P.M. and 9:00 A.M. seven days per week, unless otherwise indicated below:

- a. Every hour or any part thereof shall be twenty-five cents.

(3) The following rates shall apply to the Spring Street Municipal Parking Garage New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day unless otherwise indicated below:

- a. Every hour or any part thereof shall be twenty-five cents.

- (4) In addition to the above parking fees, the following fees shall also apply to use of parking spaces in the Spring Street Municipal Parking Garage that are identified as “charging station spaces,” as that term is defined in section 19-38 of this chapter, between the hours of 8:00 A.M. and 12:00 A.M. seven days per week:
- a. For up to one hour of charging, one dollar and fifty cents.
 - b. For more than one hour and up to two hours of charging, three dollars.
 - c. For more than two hours and up to three hours of charging, five dollars and fifty cents.
 - d. For more than three hours and up to four hours of charging, eight dollars.
- (5) In addition to the above parking fees, the following fees shall also apply to use of parking spaces in the Spring Street Municipal Parking Garage that are identified as “charging station spaces,” as that term is defined in section 19-38 of this chapter, between the hours of 12:00 A.M. and 8:00 A.M. seven days per week:
- a. One dollar per hour or part thereof.
- (6) Any person who has lost or is otherwise unable to produce his parking ticket upon request as said person leaves the parking facility shall pay the accumulated fee based upon the above-referenced schedule from 9:00 A.M. to the time said person departs the parking lot.

Section 2. Chapter 19 shall be amended by adding a NEW section 19-37A thereto, to be entitled “Parking In Spaces Reserved for Charging of Electric Vehicles,” as follows:

Sec. 19-37A. Public Parking Spaces for Charging of Electric Vehicles.

(a) As used herein, the following terms shall have the following meanings:

Charging station means a location that is fitted with charging station equipment.

Charging station equipment means the conductors, including ungrounded and grounded, and the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, charging status or apparatus installed specifically for the purpose of delivering electrical energy from the charging station to the electric vehicle.

Charging station space means a dedicated, marked parking space that is fitted with charging station equipment and exclusively used for the charging of electric vehicles.

Electric scooter and/or electric motorcycle means a 2-wheel or 3-wheel electric vehicle that operates exclusively on electrical energy stored in the vehicle’s batteries.

Electric vehicle means a vehicle that operates, either partially or exclusively on electrical energy from a charging station or other electrical energy source that is stored in the vehicle’s battery for propulsion purposes. *Electric vehicle* includes: a battery electric vehicle; a plug-in hybrid electrical vehicle; a neighborhood electric vehicle; and electric scooters or electric motorcycles.

Neighborhood electric vehicle means an electric vehicle that is a low-speed vehicle, built to have a top speed of 25 miles per hour and have a maximum loaded weight of 3,000 lb.

Non-electric vehicle means a vehicle that does not meet the definition of “electric vehicle” as provided herein.

Plug-in hybrid electric vehicle or PHEV means an electric vehicle that: contains an internal combustion engine and also allows power to be delivered to drive wheels by an electric motor; charges its battery primarily by connecting to a charging station or other electrical source not on board the vehicle; may additionally be able to sustain a battery charge using an on-board internal-combustion-driven generator; and has the ability to be propelled through the use of electricity.

(b) The municipality has designated two parking spaces within the Spring Street Municipal Parking Garage for use as charging stations. Fees for use of the charging station spaces shall be as set forth in section 19-32(b)(4) – (5) above, and shall be in addition to the fees assessed for parking in said Garage as set forth in section 19-32(b)(1) – (3). Use of said charging station spaces shall be limited and restricted as follows:

(1) It shall be unlawful for any person to park or leave standing a vehicle in a stall or space in the Spring Street Municipal Parking Garage that is designated as a charging station space unless the vehicle is an electric vehicle as defined in this section and is connected for electric charging purposes; and

- (2) Non-electric vehicles are prohibited from parking in charging station spaces; and
- (3) Electric vehicles are authorized to park in spaces designated as charging station spaces only during the time when the vehicles are connected for electric charging purposes or up to four hours, whichever is less. When the vehicle is no longer charging, the owner or operator of said vehicle shall be required to remove the vehicle from the charging station space. If the owner or operator of said vehicle allows his or her vehicle to remain in a charging station space while the vehicle is no longer charging, then said owner or operator shall be in violation of this section.

- (c) Violations and penalties. For each violation of this section, the violator shall be subject to such fines and other penalties as provided in section 1-6 of this Code, entitled "General penalty; continuing violations; repeat violations; other penalties." Repeat offenders shall be subject to additional fines and other penalties as provided in section 1-6 of this Code.

Section 3. All ordinances and resolutions or parts thereof inconsistent with this Ordinance are repealed.

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

Section 5. The provisions of this Ordinance shall be applicable within Princeton upon final adoption and shall become a part of the new Princeton Code once completed and adopted.

Linda S. McDermott, Clerk

Liz Lempert, Mayor

Ordinance Introduced:

Ordinance Adopted:

The purpose of this Ordinance is to establish requirements for the public's use of the two parking spaces at the Spring Street Municipal Parking Garage intended to be used as electric vehicle charging stations. The Ordinance also establishes the fees that will be charged specifically for use of the charging stations, which shall be in addition to the basic parking fees charged for parking in said Garage.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Engineering

ORDINANCE

2017-22 An Ordinance by the Municipality of Princeton Regulating Speed Limits on Hutchinson Drive and Amending the “Code of the Township of Princeton, New Jersey, 1968”. (Public Hearing May 22, 2017)

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

Section 1. Section 11-2 of the “Code of the Township of Princeton, New Jersey 1968” (Code) establishing speed limits is hereby amended as follows (additions are underlined; deletions are in [brackets]):

Sec. 11-2. Speed limits.

(a) Thirty-five miles per hour:

[Hutchinson Drive, both directions, entire length.]

(f) Thirty miles per hour:

Hutchinson Drive, both directions, entire length.

Section 2. The appropriate speed limit signs shall be posted to implement the requirements of this Ordinance.

Section 3. This Ordinance shall take effect upon its passage and publication and shall become part of the new Princeton Code once completed and adopted.

The foregoing ordinance was introduced at a meeting of the Mayor and Council of Princeton held on _____ 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 _____, 2017 beginning at

7:00 p.m.

Kathleen K. Brzezynski
Municipal Clerk

The purpose of the ordinance is to lower the speed limit on Hutchinson Drive from thirty-five mile per hour to thirty miles per hour in accordance with endorsements from the Princeton Police Department and the Traffic Safety Committee.

ATTACHMENTS:

- Ordinance - Hutchinson Drive Speed Limit - Memo (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*

MEMORANDUM

DATE: April 10, 2017
TO: Marc D. Dashield, Administrator
FROM: Deanna Stockton, P.E., C.M.E., Municipal Engineer
RE: Speed Limit Ordinance Amendment on Hutchinson Drive

Attached herewith is a proposed ordinance to amend Section 11-2 of the "Code of The Township of Princeton, New Jersey, 1968" on Hutchinson Drive.

Hutchinson Drive, currently ordinances as a 35 mph roadway, is located within the residential Washington Oaks neighborhood between Mercer Road and US Route 206 on the western side of the municipality. The curving half-mile long roadway contains five intersections along its length, many of which are school bus stop locations.

Upon a request by the Washington Oaks Homeowners Association to reduce speed limit on Hutchinson Drive due to speeding concerns, Police and Engineering staff evaluated the accident history and traffic flow on the roadway. While speeding was not the main cause of the accidents on Hutchinson Drive, other factors do support a reduction in speed limit on the roadway. These factors include the winding roadway alignment, neighborhood character of the roadway, multiple school bus stops and heavy pedestrian traffic during the school bus drop-off and pick-up hours.

The Traffic Safety Committee has endorsed the recommendation to reduce the speed limit on Hutchinson Drive from 35 mph to 30 mph. In consideration of the above, we respectfully request that Princeton Council consider introducing the attached speed limit ordinance amendment for Hutchinson Drive.

Please contact myself or Alina Ferreira, P.E. if there are any questions.

Attachments

DLS/af

Cc: Jeffrey Grosser, Assistant Administrator
Kathleen Brzezynski, Municipal Clerk
Trishka W. Cecil, Municipal Attorney
Chief Nicholas Sutter, Princeton Police
Lt. Geoff Maurer, Princeton Police
Alina Ferreira, P.E., Assistant Engineer



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Engineering

ORDINANCE

2017-23 An Ordinance by the Municipality of Princeton Regulating Speed Limits on Great Road and Amending the "Code of the Township of Princeton, New Jersey, 1968" (Public Hearing May 22, 2017)

ORDAINED by the Mayor and Council of Princeton as follows:

Section 1. Section 11-2 of the "Code of the Township of Princeton, New Jersey, 1968" (Code) establishing speed limits is hereby amended as follows (additions are underlined; deletions are in [brackets]):

Sec. 11-2. Speed limits.

(b) Forty miles per hour:

Great Road, both directions, between [the Princeton Borough line]Mountain Avenue and the southern-most intersection with Great Road East, except as otherwise provided with respect to the Princeton Day School zone.

(e) Twenty-five miles per hour:

Great Road, both directions, between Rosedale Road (CR 604) and Mountain Avenue.

Section 2. The appropriate speed limit signs shall be posted to implement the requirements of this Ordinance.

Section 3. This Ordinance shall take effect upon its passage and publication and shall become part of the new Princeton Code once completed and adopted.

The foregoing ordinance was introduced at a meeting of the Mayor and Council of Princeton held on _____ 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 _____, 2017 beginning at 7:00 p.m.

Kathleen K. Brzezynski
Municipal Clerk

The purpose of the ordinance is to extend the twenty-five mile per hour speed limit on Elm Road / Great Road from the former Borough - Township line (near Westerly Road) to Mountain Avenue in accordance with endorsements from the Princeton Police Department and the Traffic Safety Committee.

ATTACHMENTS:

- Memo for Great Road Speed Limit (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*

MEMORANDUM

DATE: April 18, 2017

TO: Marc D. Dashield, Administrator

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

RE: Ordinance Amendment for the Extension of the 25 mph Speed Limit on Great Road, North to Mountain Avenue

Attached for introduction by Princeton Council is an amendment to the former Township Code Section 11-2, which will establish a 25 mile per hour (mph) speed limit on Great Road. The speed limit on Great Road currently changes at the former Township / Borough border, which is roughly located near Westerly Road. South of this line, the speed limit is 25 mph. North of this line, the speed limit is 40 mph to Great Road East; Great Road East maintains a 40 mph speed limit to the Princeton / Montgomery Township border.

Princeton Police and the Traffic Safety Committee evaluated a request by the Winfield Road neighborhood to lower the speed limit, and are in support of the lowering of the speed limit in this short stretch to 25 mph. As the adjacent residential development does not change until north of Mountain Avenue, it is recommended that the speed limit of the former Borough section of the roadway be extended to this point. By lowering the speed limit to 25 mph, the stopping sight distance for vehicles turning right from Mountain Avenue onto northbound Great Road falls within the acceptable MUTCD standards to enable the removal of the "no right turn on red" prohibition currently signed at the traffic signal.

Council's consideration of this speed limit ordinance amendment at its April 24, 2017 meeting is appreciated. If you have any questions or require additional information, please contact me at your earliest convenience.

Cc: Kathleen Brzezynski, Clerk
Trishka W. Cecil, Municipal Attorney
Chief Nicholas Sutter, Princeton Police
Lt. Geoff Maurer, Princeton Police
Alina Ferreira, P.E., Assistant Engineer
Jeff Laux, Construction Engineer
Robert Hough, P.E., Director of Operations and Infrastructure
Dan Van Mater, Director of Public Works



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Engineering

ORDINANCE

**2017-24 An Ordinance by the Municipality of Princeton Establishing a Three-Hour Metered Parking Zone on the East Side of University Place, Between College Road and the Berlind Crosswalk, and Amending the “Code of the Borough of Princeton, New Jersey, 1974”.
(Public Hearing May 22, 2017)**

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

Section 1. Section 19-24 of the “Code of the Borough of Princeton, New Jersey 1974” (Code) establishing metered on-street parking zones is hereby amended as follows (additions are underlined; deletions are in [brackets]):

Sec. 19-24. Metered on-street parking zones.

(e) Parking time limited to [five]three hours.

(1) No person shall park a vehicle for longer than three hours

at any time between the hours of 6:00 A.M. and 7:00 P.M. upon any of the following streets or parts of streets:

University Place, east side, from the projection of the College Road southern curb line to the Berlind crosswalk, a point 310 feet southerly.

([e]f) Parking time limited to five hours.

(1) No person shall park a vehicle for longer than five hours at any time between the hours of 8:00 A.M. and 7:00 P.M., Monday through Saturday, upon any of the following streets or parts of streets:

Charlton Street, west side, from a point three hundred thirty-five feet south of William Street to a point four hundred feet south of William Street.

North Tulane Street, east side, from Spring Street to Wiggins Street.

University Place, east side from a point two hundred feet south of Route NJ 27 (Nassau Street) to a point six hundred feet south of Route NJ 27 (Nassau Street).

Witherspoon Street, west side from Quarry Street to a point one hundred seventy-six feet southerly therefrom.

(2) No person shall park a vehicle for longer than five hours at any time between the hours of 10:00 A.M. and 7:00 P.M., Monday through Saturday, upon any of the following streets or parts of streets:

Edwards Place, south side from a point fifty-seven feet west of University Place to a point three hundred fifty-five feet west of University Place.

([f]g) Parking time limited to ten hours.

(1) Type one meters. No person shall park a vehicle for longer than ten hours at any time between the hours of 8:00 A.M. and 7:00 P.M., Monday through Saturday, upon any of the following streets or parts of streets:

Alexander Street, east side from a point ninety feet south of Dickinson Street to a point fifty-five feet north of College Road.

Dickinson Street, University Place to Alexander Street, both sides.

Franklin Avenue, south side, from Witherspoon Street to a point seven hundred thirty feet east of Witherspoon Street.

Olden Street, west side, from William Street to Prospect Avenue.

Prospect Avenue, south side, beginning at a point four hundred ninety feet east

of Washington Road to Olden Street.

Witherspoon Street, west side, from Maclean Street to Clay Street.

(2) Type two meters. No person shall park a vehicle for longer than ten hours at any time between the hours of 8:00 A.M. and 7:00 P.M., Monday through Saturday, upon any of the following streets or parts of streets:

Charlton Street, west side from Route NJ 27 (Nassau Street) to William Street.

Mercer Street, north side from a point two hundred ten feet west of Route NJ 27 (Nassau Street) to a point six hundred fourteen feet westerly.

University Place, east side from a point seven hundred fifty feet south of Route NJ 27 (Nassau Street) to College Road.

William Street, south side, from Washington Road to Olden Street.

(3) Type three meters. No person shall park a vehicle for longer than ten hours at any time between the hours of 8:00 A.M. and 7:00 P.M., Monday through Saturday, upon any of the following streets or parts of streets:

Chambers Street, west side, from a point one hundred five feet north of Bank Street to a point three hundred feet north of Hulfish Street. [(Ord. No. 2014-19 § 3)]

Park Place, south side, from a point thirty feet east of the east curb line of Vandeventer Avenue to a point forty feet west of the extended west curb line of Madison Street and from a point forty-five feet east of the extended east curb line of Madison Street to a point eighty-two feet from the west curb line of

Moore Street. [(Ord. No. 2014-42 § 3)]

Paul Robeson Place, north side, from a point one hundred forty feet west of Witherspoon Street to a point one hundred ninety-five feet east of John Street.

[(Ord. No. 2016-07 § 1)]

[(g)h) Parking time limited to twelve hours.

(1) No person shall park a vehicle for longer than twelve hours at any time between the hours of 6:00 A.M. and 6:00 P.M., Monday through Saturday, upon any of the following streets or parts of streets:

Franklin Avenue, south side, from Jefferson Road to a point five hundred ninety feet westerly therefrom.

Prospect Avenue, south side, from Olden Street to Fitz-Randolph Road (Private).

[(h)i) Parking time limited to fourteen hours.

(1) No person shall park a vehicle for longer than fourteen hours at any one time between the hours of 6:00 A.M. and 8:00 P.M., upon any of the following streets or parts of streets:

Alexander Street, east side from a point approximately forty-five feet south of the southerly curb line of College Road continuing south a distance of

approximately three hundred forty-five feet.

Alexander Street, west side, beginning at a point approximately six hundred twenty feet south of the centerline of the University Place/Alexander Street roundabout, continuing south a distance of approximately two hundred forty feet.

Alexander Street, west side, beginning at a point approximately nine hundred twenty-five feet south of the centerline of the University Place/Alexander Street roundabout, continuing south a distance of approximately four hundred eighty-five feet.

Alexander Street, east side, beginning at a point approximately one thousand eighty five feet south of the centerline of the University Place/Alexander Street roundabout, continuing south a distance of approximately two hundred seventy feet.

[(Ord. No. 2014-1 § 3)]

University Place, east side, from [a point five hundred fifty feet from] the easterly side of Alexander Street to [College Road] the Berlind crosswalk.

University Place, west side from Alexander Street to College Road.

Section 2. Section 19-32 of the Code establishing parking fees in metered zones is hereby amended as follows (additions are underlined; deletions are in [brackets]):

Sec. 19-32. Parking Fees.

(a) Metered zones.

(4) [~~Five~~]Three hour zones.

a. The rate for parking shall be one dollar and twenty-five cents per hour.

(~~4~~5) Five hour zones.

a. The rate for parking shall be one dollar per hour.

(~~5~~6) Ten hour zones.

a. Type one meters.

1. The rate for parking shall be forty cents per hour.

b. Type two meters.

1. The rate for parking shall be seventy-five cents per hour for the first two hours and forty cents per hour, thereafter.

c. Type three meters.

1. The rate for parking shall be one dollar per hour for the first two hours and sixty cents per hour, thereafter.

(~~6~~7) Twelve hour zones.

a. Type one meters.

1. The rate for parking shall be thirty cents per hour.

b. Type two meters.

1. The rate for parking shall be thirty cents per hour.

(~~7~~8) Fourteen hour zones.

- a. The rate for parking shall be thirty cents per hour.

Section 3. The appropriate three-hour metered parking signs and meter rate stickers shall be posted to implement the requirements of this Ordinance.

Section 4. This Ordinance shall take effect on June 12, 2017 and shall become part of the new Princeton Code once completed and adopted.

The foregoing ordinance was introduced at a meeting of the Mayor and Council of Princeton held on _____ 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 _____, 2017 beginning at 7:00 p.m.

Kathleen K. Brzezynski
Municipal Clerk

The purpose of the ordinance is to establish a three-hour on-street metered parking zone on the east side of University Place between College Road and the Berlind crosswalk and to amend the fourteen-hour on-street metered parking zone in the same area in accordance with endorsements from the Princeton Police Department and the Traffic Safety Committee, as discussed in the March 20, 2017 Council Parking Meeting. This ordinance shall take effect on June 12, 2017.

ATTACHMENTS:

- Memo for University Place 3 Hr Meter Parking (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*

MEMORANDUM

DATE: April 18, 2017

TO: Marc D. Dashield, Administrator

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

RE: Ordinance Amendment for the Establishment of a Three-Hour Metered Parking Zone on the East Side of University Place Between College Road and the Berling Crosswalk

Attached for introduction by Princeton Council is an amendment to the former Borough Code Sections 19-24 and 19-32, which will establish a three-hour metered parking zone on the east side of University Place between College Road and the Berling Crosswalk.

As discussed in Council work sessions on June 13, 2016 and March 20, 2017, a request has been made to reduce the time limit of metered parking on University Place in the Arts and Transit District near the Dinky Bar and the proposed restaurant to encourage turnover of parking to support the adjacent commercial food establishment uses. The current parking ordinance allows for fourteen (14) hour parking from 6 am to 8 pm, seven days a week.

At the most recent Council worksession in March, Council indicated support for a three-hour metered parking zone. The proposed ordinance amendment will establish a three-hour metered parking zone at a rate of \$1.25/hour for 26 meters on the east side of University Place. The same hours of 6 am to 8 pm, seven days a week will apply. The ordinance, if passed, is proposed to take effect on June 12, 2017 after new signage can be fabricated and meters adjusted.

While there was some concern regarding the effect on McCarter Theater attendees, it is noted that there is longer term parking available at the following locations:

- Free parking after 5:00 pm and on weekends at Princeton University's West Lot and in the University permit spaces at the Princeton Branch Station parking lot.
- 14 hour metered parking at the Princeton Branch Station parking lot and on Alexander Street (south of College Road).
- 10 hour metered parking on University Place (Edwards Place – College Road), Dickinson Street, and Alexander Street (Dickinson Street – College Road).

Council's consideration of this parking ordinance amendment regarding University Place at its April 24, 2017 meeting is appreciated. If you have any questions or require additional information, please contact me at your earliest convenience.

Cc: Kathleen Brzezynski, Clerk
Trishka W. Cecil, Municipal Attorney
Chief Nicholas Sutter, Princeton Police
Lt. Jon Bucchere, Princeton Police
Jack West, P.E., Land Use Engineer
Robert Hough, P.E., Director of Operations and Infrastructure
Dan Van Mater, Director of Public Works
Bill Moraski, Parking Supervisor



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Engineering

ORDINANCE

2017-25 An Ordinance by the Municipality of Princeton Extending the No Parking Zone on the East Side of Alexander Street, North of Faculty Road, and Amending the “Code of the Township of Princeton, New Jersey, 1968”. (Public Hearing May 22, 2017)

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

Section 1. Section 11-12 of the “Code of the Township of Princeton, New Jersey 1968” (Code) establishing parking prohibited is hereby amended as follows (additions are underlined; deletions are in [brackets]):

Sec. 11-12. At any time.

Alexander Street, east side, beginning at the northerly line of Faculty Road proceeding north a distance of [three hundred and thirty-eight feet] four hundred and twenty feet.

Section 2. The appropriate signs shall be posted to implement the requirements of this Ordinance.

Section 3. This Ordinance shall take effect upon its passage and publication and shall become part of the new Princeton Code once completed and adopted.

The foregoing ordinance was introduced at a meeting of the Mayor and Council of Princeton held on _____ 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 _____, 2017 beginning at 7:00 p.m.

Kathleen Brzezynski
Municipal Clerk

The purpose of the ordinance is to amend the parking prohibition on the east side of Alexander Street north of Faculty Road in accordance with endorsements from the Princeton Police Department and the Traffic Safety Committee.

ATTACHMENTS:

- Ordinance - No Parking Alexander east side north of Faculty - Memo (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*

MEMORANDUM

DATE: April 10, 2017

TO: Marc D. Dashield, Administrator

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

RE: Parking Prohibited Ordinance Amendment on the East Side of Alexander Street
North of Faculty Road

Attached herewith is a proposed ordinance to amend Section 11-12 of the "Code of The Township of Princeton, New Jersey, 1968" extending the no parking zone on the east side of Alexander Street north of Faculty Road from 338 feet to 420 feet.

This request was made by the Soonja's Cuisine to the Traffic Safety Committee. The current parking permissions allow one vehicle parking space on Alexander Street in front of the restaurant, which results in limiting the sight distance of drivers exiting the off-street parking lot. Police and Engineering staff evaluated the established parking and traffic movements in front of Soonja's Cuisine, and have found the concerns to be valid. A safe solution would be to extend the no parking zone on the east side of Alexander Street north of Faculty Road to the north, past the Soonja's Cuisine parking lot driveway. This change will result in the elimination of one non-metered parking space.

The Traffic Safety Committee has endorsed the recommendation to extend the no parking zone, which will result in the removal one space on the east side of the roadway.

In consideration of the above, we respectfully request that Princeton Council consider introducing the attached parking ordinance amendment for the east side of Alexander Street north of Faculty Road.

Please contact myself or Alina Ferreira, P.E. if there are any questions.

Attachments

DLS/af

Cc: Jeffrey Grosser, Assistant Administrator
Kathleen Brzezynski, Municipal Clerk
Trishka W. Cecil, Municipal Attorney
Chief Nicholas Sutter, Princeton Police
Lt. Jon Bucchere, Princeton Police
Alina Ferreira, P.E., Assistant Engineer



RESOLUTION 17-128

Resolution Approving the 2017 through 2019 Collective Negotiations Agreement with the American Federation of State, County and Municipal Employees - New Jersey (AFSCME - NJ) Local 1530

WHEREAS, the Collective Negotiations Agreement between the Municipality of Princeton and the American Federation of State, County and Municipal Employees - New Jersey (AFSCME - NJ) Local 1530 expired on December 31, 2016; and,

WHEREAS, the parties have reviewed and as such have presented an Agreement for the period of January 1, 2017 through December 31, 2019.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of Princeton that the Mayor and Clerk are hereby authorized and directed to execute an Agreement with AFSCME - NJ Local 1530, in the form attached hereto.

1. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.
2. An executed copy of this Agreement between Princeton and AFSCME - NJ Local 1530 and a copy of this Resolution shall be on file and available for public inspection in the Office of the Municipal Clerk.
3. An executed copy of this Agreement between the Municipality of Princeton and the AFSCME - NJ Local 1530, Princeton, New Jersey and of this Resolution shall be forwarded to the State of New Jersey Public Employees Relations Commission.

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

I, Delores A. Williams, 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 April 24, 2017.

Delores A. Williams, Deputy Municipal Clerk

ATTACHMENTS:

- Memo.M&C.AFSCMEContract.April2017 (DOCX)
- Princeton Draft - April 17, 2017 (DOC)



PRINCETON
DEPARTMENT OF INFRASTRUCTURE
AND OPERATIONS
1 Monument Drive
Princeton, New Jersey 08540
609-497-7639
www.princetonnj.gov
Robert A. Hough, P.E., Director

MEMORANDUM

To: Mayor and Council

From: Robert A. Hough, P.E.
Director, Department of Infrastructure and Operations

Date: April 17, 2017

Re: AFSCME Agreement

Please find attached the proposed American Federation of State, County and Municipal Employees – New Jersey (AFSCME – NJ) Agreement for the years 2017 – 2019. This Agreement builds upon the previous Agreement (years 2013 – 2016) which was the first Agreement with the Public Works staff as a consolidated unit.

The follow are the “highlights” of this new proposed Agreement:

- This is a 3-year Agreement for years 2017 – 2019.
- Rate increase of 1.5% per year.
- Membership agreed to reduce certain clothing supplied by Princeton. In lieu of said certain clothing, Princeton has agreed to continue, without adjustment, the current yearly work boot reimbursement of \$250.00 per year and to also include a \$525.00 per year reimbursement for safety / outwear purchases. All members must be properly dressed for work in accordance with the Agreement or face disciplinary action in accordance with the Agreement. These reimbursements in lieu of certain clothing will result in a net savings for Princeton.
- AFSCME recently completed a re-organization resulting in a name change to American Federation of State, County and Municipal Employees – New Jersey (AFSCME – NJ). The appropriate revisions have been made.
- During the term of the previous Agreement, part time employees, specifically staff members in the parking operations, joined AFSCME – NJ. As a result, the Agreement is revised to incorporate the part time employees.
- “Out-of-title” pay has been increased from \$2.00 per hour to \$3.00 per hour.

- The “Long Term Sick Leave” requirement of days before eligible has been adjusted from 22 days to 44 days in accordance with the terms of the previous Agreement.
- Clarifications have been made with respect to the earning, accumulation and use of “administrative or compensation time.”
- Benefits within this Agreement remain consistent with the current Princeton Personnel Manual.
- Management’s rights remain protected.

As the negotiations were being completed, an issue was raised with respect to the classifications of certain job titles. Certain titles have multiple levels while other titles do not. As a result, AFSCME and Princeton have agreed that after the execution of this Agreement, to continue discussions related to these inconsistencies. Any adjustments will require the amendment of this Agreement and the approval of the Mayor and Council of Princeton.

As always, should you have any questions prior to the April 24, 2017 meeting, please feel free to contact me.

CC: Marc D. Dashield, Administrator
Dan Van Mater, Director, Department of Public Works
Sandra Webb, Chief Financial Officer
Kathleen Brzezinski, Municipal Clerk
Keith McCoy, President, AFSCME – NJ, Local 1530

Agreement

Between

**The American Federation of State, County
and Municipal Employees – New Jersey**

Local 1530

and

Princeton

Article A – General Provisions

A – 1: Preamble

This agreement entered into by and between Princeton in the County of Mercer, a Municipal Corporation of the State of New Jersey, hereinafter referred to as “Princeton” and The American Federation of State, County and Municipal Employees – New Jersey (AFSCME – NJ), Local 1530, hereinafter referred to as the "Union" represents the complete and final understanding of all bargainable issues between Princeton and the Union.

A – 2: Recognition

Princeton recognizes the Union for the purpose of collective negotiations as the exclusive representative of both full-time and part-time non-supervisory blue collar employees in the negotiations unit, as delineated by job titles and listed in the salary schedule section of this agreement.

A - 3: Equal Opportunity

To seek and obtain for each position the best qualified person available without regard to age, color, creed, disability, ancestry, marital status, race, sex, sexual affectation or orientation, national origin, liability for service in the Armed Forces of the United States, nationality, genetic information or because of the refusal to submit to a genetic test or make available the results of a genetic test to Princeton, or atypical hereditary cellular or blood trait of any individual, religion, political status, domestic partnership status and / or any other characteristic protected by law. Princeton is an Equal Opportunity Employer. The Mayor and Council of Princeton recognizes the need for equal employment opportunity and affirmative action as provided by Title VII of the Civil Rights Act of 1964, as amended, the Equal Employment Opportunity Act of 1972 and the New Jersey Law Against Discrimination, N.J.S.A.10:5-1 et seq. It is the policy of Princeton to ensure equal employment opportunity through affirmative action without regard to age, color, creed, ancestry, marital status, sexual affectation or orientation, disability (including AIDS or HIV infection), race, sex, national origin, liability for service in the Armed Forces of the United States, nationality, genetic information, atypical hereditary cellular or blood trait of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to Princeton, religion, political status, domestic partnership status and / or any other characteristic protected by law.

To provide all employees with proper supervision, instruction and working conditions, so that they may render the best possible service.

To treat every employee with respect and consideration.

To make the best possible use of employee skills and abilities.

To base promotion and job security on ability, performance, experience, character and job attitudes.

To pay fair and adequate salaries or wages for each position.

To expect each employee consistently to perform to the best of his or her ability, to be conscientious in work, to conduct himself or herself appropriately, to treat others with respect and courtesy and to recognize that they are serving the citizens of the community.

To promote in each employee a sense of pride in service to Princeton. To stimulate each to seek all possible means to increase his or her value to the community.

Princeton and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to join the Union or to refrain from so doing.

A – 4: Management Rights

- A. Princeton hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing the following rights:
1. The executive management and administrative control of the Princeton Government and its properties and facilities, and the activities of its employees.
 2. To hire all employees and to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees.
 3. To suspend, demote, discharge, or take other disciplinary action for just cause.
- B. In the exercise of the powers, rights, authority, duties or responsibilities of Princeton, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict Princeton of its rights, responsibilities and authority under R.S. 40 and 40A or any other national, state, county or local laws or ordinances.

A-5: No Lock-Out. No Job-Action

- A. Princeton agrees that there will be no lock-out, and the Union agrees that there will be no job-action by the Union, by any person acting on its behalf, or by any employee covered by this Agreement.
- B. Job-action includes a strike, walk-out, work stoppage, sick-out, slowdown, and any other action or inaction which interferes with the orderly progress of the work.
- C. Should job-action occur the Union will immediately order the person or persons involved to cease such action.
- D. Employees who engage in job-action are subject to discipline up to and including discharge. Such disciplinary action, like any other disciplinary action, is subject to the grievance procedure including arbitration.

A - 6: Access to Personnel Files

Upon request and with reasonable notice, an employee shall have an opportunity to review and examine his / her personnel file. Princeton has the right to have such review and examination in the presence of the designated Princeton Official. Princeton shall honor the request of an employee for copies at the employee's expense of pertinent documents in the file.

An employee may be allowed to have placed in the file a brief written response to any adverse or derogatory document pertaining to that employee which is in the personnel file.

A - 7: Shop Stewards

The Union has the sole right and discretion to designate shop stewards and to specify their representative responsibilities and authority to act for the Union. Princeton agrees to recognize a total of five (5) union shop stewards.

A - 8: Bulletin Boards

Princeton shall provide a bulletin board at the public works garage, parking garage, employee lunchroom / locker room, and sewer administration building for the Union to post Union related information. This information shall be limited to the following materials:

1. Union elections and results.
2. Union appointments, meetings, social and recreational activities.

3. Union reports of official business and achievements.
4. Municipal notices of position vacancy.

A - 9: Representation Lists

The Union agrees to furnish Princeton with written lists of Union officials and shop stewards, including the latter's appropriate and mutually agreed upon grievance districts. Such lists shall be kept current and the Union shall provide in writing to Princeton any change in the representation list. This list is to be provided to the Princeton Administration annually by January first or within 10 days of any change.

A - 10: Access to Premises

After approval by Princeton, Union Representatives will be admitted to Princeton premises for consultation with employees covered by this Agreement. Consultation with Union members shall be at a mutually agreed time.

Approval will be limited to three (3) Union Representatives. Requests for such Union visits shall be directed to the Princeton Administration with one week's advance notice and shall include the names and titles of the representatives, the purpose of the proposed visit, the proposed time, date and specific work area involved.

Princeton shall designate facilities for such meetings.

A - 11: Union Training

Princeton agrees to provide up to eighty (80) hours of total paid leave time per year for Union training purposes for Union Officers and stewards, provided the work load permits, and twenty-one (21) calendar days advance notice is given. Documentation of attendance at such events will be provided by the Union to Princeton upon request. This time shall not be carried over or accumulate from year to year.

A - 12: Vacancy Notice

Whenever a permanent vacancy exists within Princeton, and Princeton is the hiring authority, Princeton shall post notice of the vacancy at employee work sites in order that those interested may apply for the position. The application for employment form and/or other requested documents needed for consideration must be completed by each applicant and returned to Princeton by the deadline date specified in the announcement.

Qualified bargaining unit members who apply for job vacancies for positions covered by this agreement shall be selected before Princeton hires from outside the unit. All things being equal then seniority will be used to determine the promotion.

The standards and procedures used to fill vacant position shall be the same for all applicants.

A - 13: Safety and Health

Princeton shall make a reasonable effort to provide for the safety and health of its employees during the hours of their employment. Where apparel, tools, and devices are provided to facilitate employees' safety and health, it is the employees' obligation to use them. There will be no work performed during the designated break and lunch periods.

Health and safety issues shall be brought to the immediate attention of the immediate supervisor. The immediate supervisor shall make a determination as to the seriousness of the health or safety issue and act accordingly. As soon as feasible, but in any case within one week, he / she shall then discuss with the union how the expressed concerns can be dealt with and over what time frame solutions can be implemented. Those issues needing further review or discussion can be referred to the Safety Committee constituted below. Such referral can be made either by the supervisor or any member of the Union.

The Infrastructure and Operation Safety Committee (herein referred to as I/O Safety Committee) shall consist of the designated supervisors from the PSOC, Parking Operations and Public Works and one union steward from the same entities as well as the Public Works Director or his / her designee. It shall be the responsibility of the I/O Safety Committee to review any and all health and safety issues arising in the Public Works Department, Sewer Operating Committee and Parking Operations, and specifically to investigate specific conditions which are brought to its attention.

Every effort will be made by the I/O Safety Committee to resolve these concerns promptly.

Princeton shall provide the Union with the approved minutes of the meetings of the Princeton Municipal Safety Committee. Also, when appropriate, members of the bargaining unit may attend these Safety Committee meetings to discuss specific issues.

A - 14: General Rules, Regulations and Safety Codes

Princeton may establish such reasonable general rules, regulations and safety codes as it deems necessary for the ongoing operation of Princeton functions. Princeton and the Union agree that the employees covered by this agreement shall receive fifteen (15) days advance notice of the contents and effective date of Princeton's General Rules, Regulations and Safety Codes and amendments and revisions thereto and that said employees and their supervisors shall abide by the provisions thereof. It is also established that each employee shall receive a copy of the rules and regulations and document proof of their receipt of said document.

A - 15: Reporting Accidents

The following procedures shall be followed in cases of injuries and accidents occurring in the work place, involving Princeton employees, and/or Princeton property. The procedures shall apply to all employees. In addition to these procedures, there may be special directives which shall apply to police and fire personnel. Any questions not covered herein should be referred to the Administrator or the Department Head.

A. Job Related Illness or Injury.

1. The supervisor or Department Head shall be notified immediately and the supervisor or Department Head shall notify emergency personnel if necessary.
2. During normal business hours, if the injury is not severe, the supervisor should call the Public Works Administration, and the Princeton Human Resource manager to report the injury prior to seeking medical attention. For severe cases or after normal business hours, the employee shall proceed to a medical emergency room.
3. After the injured employee receives emergency medical care, the employee and the supervisor must fill out the employee accident report and immediately notify the Department Head. The employee accident report, in any case, must be completed within twenty-four (24) hours. If the accident report is not filled out within twenty-four (24) hours, the supervisor and employee are subject to disciplinary action.
4. In cases of non-severe injuries, where the employee is treated by a Princeton recommended physician, the employee must follow all recommendations from the physician with respect to time off and reporting back to work. A Princeton recommended physician shall also notify the Princeton Human Resource Manager as to recommendations. The Princeton Human Resource Manager shall provide appropriate updated information to the Department Head.
5. In cases of severe injury, where the employee is treated by a medical emergency room, the treating physician shall be requested to submit a medical report to a Princeton recommended physician. The Princeton recommended physician shall review the diagnosis of the treating physician and shall monitor the time-off treatment and referrals made, if necessary.
6. In all cases, the Princeton recommended physician shall keep the Princeton Human Resource Manager informed as to the injured employee's progress and consult with the Human Resource Manager with regard to recommendations on time off or return to full duty option.

B. Other Accidents: Princeton vehicles and property

Any on-the-job accident or accident involving Princeton facilities, equipment or motor vehicles must also be immediately reported to the supervisor or Department Head and the Princeton Police Department, if the accident occurs Princeton, or if outside of Princeton, the local Police Department having jurisdiction must be notified. A Police report must be obtained for any on-the job accident or accident involving municipal facilities, equipment or motor vehicles.

A - 16: Discipline and Discharge

Disciplinary Actions

A. Purpose

The disciplinary procedures listed below are recommended measures only. They are not absolute. Because every offense is unique, Princeton shall take whatever action it determines to be appropriate. Any suspension or any removal of an employee may be pursued to arbitration as set forth in Article F-Grievance Procedure section of this agreement, provided the Union supports the request for arbitration. The employee shall have ten (10) working days from the date of receipt of final notice of disciplinary action to appeal the matter to arbitration.

B. Authority

The Administrator shall have overall authority and responsibility for personnel disciplinary actions. Department Heads shall have the authority and responsibility for taking written disciplinary actions and reporting infractions to the administrator. Supervisors may discipline employees orally if necessary to reprimand incidents of misconduct.

C. Severity of Offense

For every action taken, consideration must be given to the severity of the offense, the cost involved, the time interval between violations and the length and quality of an employee's service record.

D. Groups of Severity

	Number of Offenses	Disciplinary Action
*Group I	1	Counseling/Oral Reprimand
	2	Written Reprimand
	3	Suspension without pay (Not to exceed 30 days)
	4	Discharge
Group II	1	Written Reprimand
	2	Suspension without pay
	3	Discharge

Group III	1	Suspension without pay
	2	Discharge

Group IV Discharge

*Princeton may issue written reprimand on first offense in Group I with just cause.
* If an employee receives counseling or a verbal reprimand and does not commit the same or similar offense in a six (6) month period, then the original counseling or verbal reprimand shall be considered null and void and shall not be referenced in any future disciplinary actions.

* If an employee receives a written reprimand and does not commit the same or similar offense in a two (2) year period, then the original written reprimand shall be considered null and void and shall not be referenced in any future disciplinary actions.

Group I

1. Productivity or workmanship not up to required standards of performance.
2. Accidents due to carelessness.
3. Performing other than assigned work
4. Operating, using or possessing tools, equipment or machines to which the employee has not been assigned.
5. Excessive tardiness.
6. Failure to work overtime, special hours, or special shifts, after being scheduled according to overtime and standby duty policies.
7. Wasting time, loitering or leaving assigned work area during working hours without permission.
8. Where the operations are continuous, an employee shall not leave his post at the end of his scheduled shift until he is relieved by his supervisor or his relieving employee on the incoming shift.
9. Taking more than specified time for meals or break periods.
10. Disregarding job duties by loafing or neglecting work during work hours.
11. Creating or contributing to unsafe and unsanitary conditions or poor housekeeping.
12. Failure to report an accident or personal injury in which the employee was involved while on the job.
13. Failure to keep the Department Head notified of proper address or telephone number.
14. Mistakes due to carelessness which cause material, parts or equipment to be damaged.
15. Violating a personnel rule or a specific department rule.
16. Making false malicious statements concerning any employee, supervisor, Princeton or its operation.
17. Failure to acknowledge an emergency call-in call within one (1) hour of receiving said call, unless a reasonable explanation is accepted by Princeton.

Group II

1. Reporting for work or working while unfit for duty---either physically or mentally.
2. Excessive absenteeism.
3. Mistakes due to carelessness which affect the safety of Princeton personnel, equipment, tools or property.
4. Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, catcalls or similar types of disorderly conduct.
5. Violating a safety rule or safety practice.
6. Using or possessing another employee's tools or equipment without the employee's consent.
7. Behaving in a way that interferes with the proper cooperation of employees and impairs the efficiency of Princeton service.
8. Posting or removing any matter on bulletin boards or Princeton property at any time unless authorized.
9. Failure to report a request for information or receipt of a subpoena from a law firm or any attorney.
10. Failure to report medical conditions which may hamper the employee's performance of duties.
11. Unauthorized operation of Princeton-owned vehicles or equipment.
12. Incompetence or inefficiency in the performance of assigned duties in an employee's position.
13. Wanton or willful neglect in the performance of assigned duties.
14. Discourtesy to persons with whom the employee comes in contact with while in the performance of his / her duties.
15. Failure to wear or maintain the proper uniform or clothing, including standard safety tip work boots.

Group III

1. Insubordination by the refusal to perform work assigned, or to comply with written or verbal instructions of the supervisory force; or discourtesy to persons with whom the employee comes in contact with while in the performance of his duties.
2. Having a driver's license suspended or revoked in the performance of one's duties when the employee's position requires the operation of a motor vehicle.
3. Sleeping during working hours. (Unless permitted by Princeton due to an emergency or severe weather event.)
4. Operating a Princeton-owned, or other vehicle used in the service of Princeton, in wanton disregard for the safety of others.
5. Knowingly punching the time card of another employee, having one's time card punched by another employee, or any unauthorized altering of a time card.
6. Making false claims or misrepresentation in an attempt to obtain sickness or accident benefits, workman's compensation or special leave time.
7. Refusal to give testimony in accident investigations involving Princeton.

8. Leaving the job during regular working hours without permission.
9. Provoking or instigating a fight, or fighting at any time during working hours.
10. Receipt from any person, or participants in any fee, gift or other valuable item in the course of work, when such is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons.

Group IV

1. Deliberately misusing, destroying, or damaging any Princeton property or property of any employee.
2. Theft or removal of any property belonging to Princeton or any employee, without proper authorization.
3. Unauthorized possession of firearms, explosives, or weapons on Princeton property.
4. Engaging during duty hours in any other employment activity.
5. Conviction or guilt of a Third, Second, or First Degree Crime as defined in New Jersey statutes, while either on or off duty.
6. Being absent from duty for a period of three (3) consecutive work days without proper authorization.
7. Failure to return from an authorized leave of absence.
8. Misappropriating Princeton funds, appropriating Princeton property for personal use or illegally disposing of Princeton property.
9. Falsifying personal or Princeton records, including employment applications, accident records, work records, purchase orders, time sheets or any other record or application.
10. Operating a Princeton vehicle without having the required operator's license, while under the influence of drugs or alcohol, or when driving privileges have been suspended or revoked.
11. Any action as noted in the Princeton Personnel Policies and Practices Manual Drug and Alcohol policy.

Article B - Pay Provisions

B - 1: Rates of Pay

- A. The basic pay rates for 2017, 2018, and 2019 shall be as set forth in the Appendix Exhibit A attached hereto and made a part hereof.
- B. Change in Salary:
 1. Salary Schedule:
 - a. See attached Appendix Exhibit A for salary ranges / schedule.
 2. All new employees whose terms of employment and job description requires the possession of a commercial driver's license (CDL) will be demoted to Maintenance Person I or Sewer Maintenance Person I provided a position

exists in that category or terminated if they do not acquire a commercial driver's license within the terms of their probationary period.

If during the term of this contract, an employee loses his/her commercial driver's license, he/she will be demoted to a classification for which a commercial driver's license is not required. Any employee who obtains his/her commercial driver's license within 90 days or another timeframe as outlined by administration as part of the demotion will be reinstated to his/her former position. Demoted employees that do not obtain his/her commercial driver's license within 90 days or another timeframe as outlined by administration as part of the demotion will be subject to other classification reassignment, disciplinary action or termination as outlined by administration as part of the demotion.

Princeton may assist new employees in obtaining the commercial driver's license. Princeton may require any employee to use personal time or vacation time if the test is scheduled during normal working hours.

Should an employee in a classification that does not require a commercial driver's license obtain his /her commercial driver's license, said employee will not automatically be promoted to a classification for which a commercial driver's license is a requirement.

C. Changes in Rates of Pay

1. Salary Increases: Employees, both full time and part time, shall receive a 1.5% increase effective January 1, 2017, a 1.5% increase effective January 1, 2018 and a 1.5% increase effective January 1, 2019.
2. New hires, during the length of this agreement, will receive 1.5% annual increase beginning with the year subsequent to the year hired.
3. An additional \$1.25 per hour through the length of the contract will be added to the employee's hourly rate for hours associated with working beyond the latest shift. This applies to snow plowing, and other emergencies as defined elsewhere in this agreement for the shift that covers the 12:01am and beyond time period; and for Parking Operations for the shift that covers the 1:01 am and beyond time period.

- D. Employees holding special licenses associated with the work they perform, shall receive out of title pay when the job duties performed require the use of the certificate or license:

Pesticide \$1.50 per hour

B – 2: Hours and Overtime

- A. All members of this bargaining unit are required to work forty (40) hours per week. Princeton agrees that the workweek shall consist of five (5) eight (8) hour

days, Monday through Friday inclusive for a total of forty (40) hours per week. With each workday beginning at 7:00 am and ending at 3:30 pm with a thirty (30) minute unpaid lunch. For payroll purposes, the workweek commences on Saturday, 12:01 a.m., and extends to Friday, 12:00 Midnight, with the exception of the street sweeper operator and meter person. Employees shall be paid on a bi-weekly basis. Employees shall not be required to take their unpaid lunch break within the first or last hour of their regular work day. The work schedule shall also provide for a fifteen (15) minute rest period during the morning and a fifteen (15) minute rest period during the afternoon as determined by Princeton. Employees shall receive a ten (10) minute cleanup period before lunch and at the end of the day.

- B. Part time employees shall receive a thirty (30) minute unpaid meal break after every four (4) hours of work. The work schedule shall also provide for a fifteen (15) minute rest period after every other two (2) hours of work
- C. Employees in Public Works, Parking Operations or in the PSOC who work overtime that has been approved in advance by the Princeton Public Works Director, PSOC Manager or their designees, will be compensated for such overtime work. Overtime compensation shall be computed at one-and-one half (1 ½) times the normal hourly equivalent and shall take effect only after the employee has been credited with forty (40) hours of straight-time pay in that work week. For time worked on Sundays beyond a scheduled 40-hour work period, overtime compensation shall be computed at two times the normal hourly equivalent. For time worked on Holidays beyond a scheduled 40-hour work period, employees shall receive 8 hours of straight pay for the holiday in addition to receiving two (2) times their regular rate of pay for all hours worked. All hours of paid leave approved by Princeton shall count as hours worked for the computation of overtime. This includes, but is not limited to: sick leave, vacation leave, personal leave, bereavement leave, jury duty, holiday, and union leave.
- D. Employees in Parking Operations that are assigned a weekly schedule in which working on Saturday and Sunday is considered to be part of their forty (40) hour work week (these days shall not be considered for overtime or double time) shall have two (2) consecutive weekdays off from work (typically Tuesday and Wednesday). Those days will be considered as their “weekend” for that week. Should they be asked to work on those days, the employee shall receive overtime pay computed at one and one-half (1 ½) times the normal hourly equivalent for the hours worked on the first day and for the second of these two days the employee shall receive overtime compensation computed at two (2) times the normal hourly equivalent.
- E. Overtime opportunities shall be distributed as evenly as possible to all members of this bargaining unit.

1. The Union and Princeton agree to establish and maintain a rotating overtime list for each specific work location where work of a similar or exact nature takes place.
 2. The Union and Princeton agree to establish a procedure for utilizing each specific overtime list and shall memorialize those procedures in writing.
 3. Employees shall be entitled to a fifteen (15) minute paid rest period every two (2) hours of work, and a thirty (30) minute unpaid meal break after every four (4) hours during scheduled overtime.
 4. Princeton shall attempt to give the employee as much advance notice as possible for overtime work.
- F. In computing overtime compensation, the nearest one half (1/2) hour shall be the smallest fraction of an hour to be reported, and the employee shall work to complete the one-half (1/2) hour.
- G. Employees required to carry a telephone for possible emergency call-ins shall be eligible to receive twelve (12) hours pay at the straight time rate and can have access to a Princeton vehicle or receive twelve (12) hours of pay of compensatory time and can have access to a Princeton vehicle during the week they are on call. These employees must notify their supervisor as to their individual preference at the time they are assigned.
- H. Employees are eligible to earn compensatory time in lieu of overtime up to a maximum of one hundred twenty (120) hours. Employees shall be allowed to sell back compensatory time earned from January 1 through October 31 up to a maximum of 40 hours. Employees shall notify Princeton of their intent to sell back compensatory time by November 15 and Princeton shall issue a separate deposit for the compensatory time with the employee's regular pay prior to the end of December. Compensatory time earned from November 1 through December 31 can be carried over into the subsequent year but must be used by March 31 of that subsequent year.

B – 3: Out of Title Work

An employee assigned to out-of-title work for which the maximum pay scale is higher than that of the employee's regular title will be paid an out-of-title increment of three dollars zero cents (\$3.00) per hour in addition to his / her regular rate, starting with the first full day of work. In all other cases, the employees will receive his / her regular rate of pay for out-of-title work. If an employee works any hours of overtime performing out-of-title work, the employee shall be paid the out-of-title rate in conjunction with the appropriate time and a half or double time rate for all hours worked during that overtime period.

In order to dispel any perception of impropriety, Princeton shall act to avoid the manipulation of employees' work assignments that would deny an employee the valid opportunity to receive out-of-title wages. Such practice of manipulation will not be condoned, and any documented allegation of such practice will be investigated via the grievance procedure established, herein. If an allegation can be determined to be true, corrective action will be taken immediately, which would include retroactive payment of denied wages, if appropriate.

An employee assigned to supervise two (2) or more seasonal employees by himself / herself will be paid an out-of-title increment for the hours worked in that supervisory position.

B – 4: Lateness

1. All employees are to start work at their scheduled reporting location at their scheduled starting time and are to be prepared to commence work at their regular starting time.
2. In the event of unavoidable lateness, the following will govern:
 - a. An employee who reports for work within the first fifteen (15) minutes of his / her scheduled starting time shall start work immediately upon reporting, but shall not be paid for any time worked during the period.
 - b. An employee who reports for work within the second fifteen (15) minutes of his / her scheduled starting time shall, if deemed practicable by Princeton, start work immediately, but shall not be paid for the first fifteen (15) minute period and for any work performed during the second fifteen (15) minute period.
3. The lateness provision does not exclude other methods deemed necessary by Princeton to ensure compliance with Section 1 above.
4. When it becomes evident to an employee that he / she will be late in reporting for work, the employee shall call his / her supervisor prior to the scheduled reporting time, to report the reason for tardiness and the expected time of arrival.
5. A record shall be maintained by Princeton indicating the time and method of notification of lateness along with the stated reason.

B – 5: Dues Deduction

Princeton will deduct Union dues from the employee's pay within thirty (30) days following receipt of written authorization from the individual who is a member of the Union.

The Union dues rate shall be set by AFSCME - NJ and the union shall notify Princeton of the Union dues rate on a yearly basis.

Princeton shall discontinue dues upon receiving written authorization from the employee. The effective date of such discontinuance will be the next succeeding January 1st or July 1st.

Once a month, Princeton shall forward the union dues deductions, a list containing the names of members who paid union dues, and the amount the members paid to:

AFSCME - NJ
2653A Whitehorse Hamilton Square Rd.
Hamilton, NJ 08690

B – 6: Agency Shop (Representation Fee)

All eligible non-member employees in this unit will be required to pay to the Union a representation fee in lieu of dues for services rendered by the Union. Nothing herein shall be deemed to require any employee to become a member of the Union.

The representation fee in lieu of dues shall be in the amount of 85% of the regular membership dues. The mechanics of deduction of representation fee and the transmission to the Union will be the same as those used for the deduction and transmission of regular membership dues. Representation fee deduction for a new employee shall begin the first pay period after the employee's six months probationary period.

B – 7: Paid Rest Period During Declared Emergencies or Snow Days and Call in Minimum (Effective with the signing of this agreement)

A. Emergency

1. An emergency is hereby defined as that period of time when health, safety and the general welfare of the public is in jeopardy. The determination as to what conditions constitute an emergency will be at the sole discretion of the Department Head or his / her designee, and will not be a subject for the grievance procedure.
2. In the event that an employee is required to remain at work following the end of his / her regular shift as a result of a declared emergency or snow day, he / she shall be entitled to a paid fifteen (15) minute rest period prior to starting such emergency or snow removal service. Employees shall be entitled to a fifteen minute paid rest period after every two hours of work and a thirty (30) minute paid rest period upon the completion of each four hours of work during an emergency or snow removal service. This rest period may be utilized for a meal break.

3. When an employee goes home after working for a minimum of sixteen (16) hours of continuous work, that employee shall be guaranteed a minimum of ten (10) hours of rest before being required to report back to work either on overtime or as part of their normal work day. If this rest period overlaps the employees normal work day, the employee shall be paid his/her normal wages for the day and the employee shall not be required to utilize his/her own benefit time for this rest period.
4. Management agrees to provide accommodations for employees to rest when employees are not permitted to leave Princeton (i.e. the old fire station or similar).
5. When it is necessary for an employee working emergency overtime to work within seven (7) hours of employee's normal workday start time, Princeton agrees that the employee shall be given 1 hour of rest time for every hour actually worked during the aforementioned seven (7) hour time period before beginning his/her normal work day, provided the employee returns to work after the rest period. If an employee works to within 1 hour of their starting time, management may agree to grant rest time at the end of employee's shift.
6. At management's discretion, Princeton shall make a good faith effort to schedule each members rest period to commence at the start of his/her next regular work shift with due regard to maintenance of the work force. Princeton shall use seniority choice to determine that maintenance. The employees who are required to stay shall be given their next normal shift off as their rest time.
7. Any employee who is called in and arrives at work in a declared emergency or snow storm within one (1) hour from the time called to report shall receive one (1) hour of overtime pay in addition to any other earnings. (However, it should be noted that this is only if the employee is called in to report from home. If the overtime is scheduled even in a storm, the employee is expected to arrive at the scheduled time.)
8. Any employee who is called into work outside of their normal work day hours shall receive a minimum of four (4) hours of overtime pay. If the employee works less than four hours, the employee shall receive the four (4) hours overtime pay regardless of the amount of hours actually required to complete the task for which the employee was called in for. If the employee works more than four (4) hours, the employee shall receive the four (4) hours of overtime pay in addition to any overtime pay for the rest of the time worked. These four (4) hours shall not be combined or attached to the employee's normal work day but shall be counted as four separate and independent hours of overtime pay.

B. Meal Allowance

1. When an employee is required to work overtime as a result of a declared emergency or as a continuation of a full regular eight (8) hour scheduled work

day, Princeton shall compensate the employee for a meal allowance for every four (4) hours of overtime worked. Payment shall be made after approval of a bills list at the next council meeting upon receipt of a paid bill for the actual amount spent, not to exceed the specified meal allowance schedule listed below:

- a. All meals: \$35.00 per day maximum
2. When a part time employee is required to work more than the originally scheduled number of hours, Princeton shall compensate the employee for a meal allowance. Payment shall be made after approval of a bills list at the next council meeting upon receipt of a paid bill for the actual amount spent, not to exceed the specified meal allowance listed below:
 - a. All meals: \$15.00 per day maximum
3. A signed slip, with receipts must be turned in within one (1) week of storm or other occurrence for reimbursement.
 4. Princeton reserves the right to arrange for meals at a local restaurant in lieu of this reimbursement.
 5. When an employee is scheduled, with at least 24 hours of notice, of an additional scheduled work shift that exceeds a full regular eight (8) hour scheduled shift, Princeton shall not compensate the employee with a meal allowance for every four (4) hours of overtime worked.

B-8: Equal Compensation during Severe Weather or Emergency

1. If an emergency or severe weather forces the closure of Princeton buildings and/or offices, the full time employees of this bargaining unit shall receive compensation time for all hours worked during their regular work hours in addition to time and one half (1 ½) their normal rate of pay for all hours worked during the closure.
2. If Princeton buildings and/or offices remain open during the emergency or severe weather, yet any employees outside this bargaining unit are permitted to go home or remain home and receive their normal days' pay without utilizing any of their own personal benefit time, then full time employees in this bargaining unit shall receive compensation time for all hours worked during their regular work period in which other employees were allowed to go home or remain home and receive their normal pay. In addition, full time employees shall receive time and one half (1 ½) their normal rate of pay for all hours worked during the severe weather or emergency while other employees were sent home or remained home and received their normal days' pay.

3. Part time employees, in any of the above situations, will receive time and one half (1 ½) their normal rate of pay for all hours worked. Part time employees will not receive any compensation time for hours worked.

Article C – Time Off Provisions

C – 1: Vacation

- A. All permanent full-time employees of Princeton shall be granted annual vacation leave with pay. Vacation shall be earned at the rate of one (1) day vacation for each full month worked during the remainder of the calendar year following the date of appointment with a maximum accumulation of 10 days for the first calendar year. Employees hired before the 15th of the month are credited for the full month; employees hired on or after the 15th of the month are not credited vacation for that partial month.

While probationary employees will be earning vacation from the day they start employment they are not entitled to utilize the vacation until after completion of the first three (3) months of their probationary period/ employment; thereafter, credit will be granted for each month of continuous employment retroactive to the date of employment.

In the year when vacation allocation changes, vacation days will be prorated for that year based on employee’s anniversary date. Partial days shall be rounded up.

Employees with a hire date prior to January 1, 2013 (municipal consolidation) will remain in their existing vacation allocation until such time as they move into the next new category listed below.

<u>Length of Continuous Service Completed</u>	<u>Accrued Vacation Leave</u>
1st Year	One (1) day per month
1-5 years of continuous service	Twelve (12) work days
6-14 years of continuous service	Seventeen (17) work days
15-20 years of continuous service	Twenty-two (22) work days
After completion of Twenty-one (21) years of continuous service	Twenty-five (25) work days plus one additional day per additional year continuous service up to 28 days.

- B. The amount of vacation leave earned each year depends on the amount of continuous service with Princeton, Princeton Township, or Princeton Borough.

- C. All use of vacation time must be approved by Princeton. Princeton may deny the use of vacation time based on operational needs as determined by Princeton. But in no case, shall the use of vacation time be unreasonably denied.
- D. Vacation periods of five (5) consecutive days or more shall be scheduled with the department head by April 1st of each year.
- E. Any request made for the use of five (5) days or more after April 1st will be approved if the dates are available. In cases of conflict of scheduling, Princeton may consider length of employment as one of the factors in approval of vacation.
- F. Employees may utilize vacation time in one hour increments providing the work load permits as determined by Princeton.
- G. It is expected that all vacations must be taken during the current calendar year (January 1st to December 31st). Employees shall be allowed to carry unused vacation time into the succeeding year up to 1 year's allocation of accrued time, with the approval of the Director of Infrastructure and Operations. Employees must notify the Administrator, in writing, by December 7th of each year. The days carried over must be used in the succeeding year. Accrued time in excess of such limits shall be forfeited.
- H. A permanent employee, who returns from active military service, is entitled to prorated vacation allowance for the calendar year of return.
- I. An employee, who is retiring or who has otherwise separated from employment, including termination, resignation or through layoff but otherwise in good standing shall be entitled to the unused vacation allowance for the current year prorated upon the number of months worked in which separation or retirement becomes effective. Whenever a permanent employee dies having to his / her credit any annual vacation leave prorated on the number of months worked in the calendar year, there shall be calculated and paid to his / her estate a sum of money equal to the compensation figured to his / her salary at the time of death. Princeton shall recover any prorated portion of unearned vacation time already taken by the employee separated for any reason from Princeton service during the calendar year.

C – 2: Holidays

- A. Employees will be provided with thirteen paid holidays. The following holidays will be recognized as holidays for all employees, and shall be paid at regular hourly rates:
 - 1. New Year's Day (January 1st)
 - 2. Martin Luther King's Birthday (3rd Monday in January)
 - 3. Washington's Birthday
 - 4. Good Friday

5. Memorial Day (last Monday in May)
6. Independence Day (July 4th)
7. Labor Day (first Monday in September)
8. Veteran's Day (November 11th)
9. Thanksgiving Day
10. Friday following Thanksgiving Day
11. Christmas Eve Day (December 24th)
12. Christmas Day (December 25th)
13. New Year's Eve day

- B. In order to eligible for holiday pay, an employee must be on the active payroll of Princeton and must have worked the day before the holiday and the day after the holiday, unless on an approved paid leave of absence.
- C. When one of the preceding holidays falls on a Sunday, it shall be observed the following Monday; when one of the preceding holidays falls on a Saturday, it shall be observed on the previous Friday.
- D. When one of the preceding holidays falls on a regularly scheduled day off it shall be observed either the day before, or the day following the actual holiday.

C – 3: Personal Days

- a. Three (3) personal days business leave with pay shall be granted per employee per year. Requests for the use of personal time shall be made to the department head twenty-four (24) hours in advance of the start of the work day in which the employee plans on utilizing the personal time. Princeton shall allow personal time be taken in one (1) hour increments. Personal time is to be used for attending to matters of a personal nature. Princeton retains the right to inquire as to the nature of the need for the use of personal time, but at no point shall the employee be required to disclose information of a private nature.
- b. If an employee needs to utilize personal time in an emergency, the employee shall notify his or her Supervisor prior to start of the regular work day and inform the supervisor of the general reason for the use of emergency personal time. Use of emergency personal time shall not be unreasonably denied.
- c. An employee, who is retiring or who has otherwise separated from employment, or through layoff but otherwise in good standing shall be entitled to the unused personal allowance for the current year prorated upon the number of months worked in which separation or retirement becomes effective.
- d. Whenever a permanent employee dies having to his / her credit any annual personal leave prorated on the number of months worked in the calendar year, there shall be calculated and paid to his / her estate a sum of money equal to the compensation figured to his / her salary at the time of death. Princeton shall

recover any prorated portion of unearned personal time already taken by the employee separated for any reason from Princeton service during the calendar year.

C – 4: Jury Duty

A full-time employee will be granted necessary time off to perform jury duty as required by law. The employee shall notify Princeton immediately of the requirement for this leave.

Such employees, upon presentation of proper evidence of attendance, shall be paid their regular rate of pay for all the hours of jury duty required. In the event that the employee is excused from Jury duty prior to having had lunch on any day, he / she shall return to work without undue delay.

C – 5: Witness Leave

When an employee is summoned to appear as a witness in a court of law, he / she shall be paid for the regular hours lost for such appearance only under the following conditions, provided he / she presents proper evidence of attendance:

1. As a witness for Princeton, and
2. As a witness to an event which he / she observes while at work for Princeton.
3. As a witness in a criminal court of law for any period of time the employee is under subpoena to appear in court.

In the event the employee excused from witness duty prior to having had lunch on any day, he / she shall return to work without undue delay.

C – 6: Death in Family

1. In the case of death of an employee's father, mother, grandparent, spouse, civil union partner, domestic partner, child, stepchild, grandchild, brother, sister, father-in-law, mother-in-law, son-in-law or daughter-in-law the employee shall be granted time off with pay from the day of death until the day of burial inclusive, to a maximum of five (5) working days with pay provided the employee attends the funeral. One (1) day of the five (5) days may be used within a three (3) month period from the date of death to conduct any type of business pertaining to the deceased.
2. In the case of death of an employee's great grandparent, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousins of the first degree, niece or nephew of employee's spouse and aunt or uncle of employee's spouse, the grandmother or grandfather of the employee's spouse, or the death of an ex-spouse, the employee shall be granted time off with pay, a maximum of two days, provided the employee attends the funeral. One (1) day of the two (2) days may be used within

a three (3) month period from the date of death to conduct any type of business pertaining to the deceased.

3. If an employee must travel 250 miles or more from their home to attend the funeral of any of the family members listed above, the employee shall be granted an additional two (2) days of bereavement time for travel. Princeton retains the right to require proof of the trip.
4. In the case of death of a bargaining unit employee, an employee shall be granted time off with pay to attend the funeral.
5. When the death and / or the relationship of the employee to the deceased is not common knowledge, proof may be required for the purpose of receiving payment under this provision.

C – 7: Sick Leave

- A. Sick Leave Earned - Permanent employees of Princeton shall be entitled to accrue sick leave with full pay. The number of days credited to an employee will be determined, as follows:
 1. Each employee will be credited, on January 1st of each year with 12 days of sick leave for the ensuing calendar year.
 2. Probationary employees shall earn sick days at the rate of (1) day per month up to a total of 10 days during the first year.
 3. Sick leave may be accumulated up to a maximum of 140 days credit.
 4. Each day of sick leave shall be charged to the amount credited.
- B. Sick Leave Earned – Hourly, temporary, per diem and other non-regular Employees shall be governed by the provisions below:
 1. Employees in the above categories shall be eligible for sick leave benefits and shall earn sick leave benefits at a rate of one (1) hour of sick leave for every thirty (30) hours actually worked.
 2. The accrual of sick leave for these employees shall begin on the first day of employment. However, an employee shall not be able to use their sick leave until they have one hundred twenty (120) days of employment.
 3. An employee may earn up to a maximum of forty (40) hours in any calendar year and shall be allowed to carry from one year to the next a maximum of forty (40) hours. However, an employee cannot accumulate more than forty (40) hours in any given year.

4. If an employee is separated from employment, and the employee is rehired within six (6) months of separation, his / her previously accrued sick leave shall be reinstated in accordance with this policy.
5. An employee shall give Princeton reasonable advanced notice of the intention to use sick leave. If the need to use sick leave is not foreseeable, the employee will be required to report the use of sick leave before the start of the workday or when practical if an emergency exists. An employee may be asked to seek a replacement. However, the finding of a replacement shall not be a condition of approval of sick leave.

C. Procedures for Reporting

All employees shall use the following procedures in reporting their absence from work due to illness.

1. Each day of absence due to illness shall be reported to the supervisor prior to the employee's scheduled starting time. If unable to reach the Department Head or supervisor, the Administrator should be notified. Failure to report an absence, or falsification of an absence may lead to disciplinary action, which may include dismissal. Abuse of sick leave shall be cause for disciplinary action, which may include dismissal.
2. Princeton may require proof of illness of an employee absent from work because of personal illness or injury for more than one day. However, all absences which exceed three (3) working days or longer due to illness must be certified by a written statement from the attending physician; this requirement may be waived at the sole discretion of Princeton. Such discretion shall not be discriminatory. Princeton may, thereafter, require such additional written statements from the attending physician as may be appropriate, in the sole discretion of the Administrator, depending upon the nature of the illness or injury. Princeton may require the employee who has been absent because of personal illness to be examined by a physician, designated by Princeton, to determine and certify fitness for duty before returning to work.
3. Absence without notice for three (3) consecutive days shall be considered a resignation and that the employee has abandoned his position, unless the employee is hospitalized from an accident or injury that prevents notification. Written proof of being incapacitated would need to be provided to Princeton to be exempt from this requirement.
4. An employee who calls in sick to engage in outside employment shall be subject to immediate disciplinary action.

5. Whenever an employee reports in sick, it is understood that he / she will be home. If for some reason, the employee must leave their home during absences due to sickness, they must submit, to their supervisor, a telephone number where they may be reached.
- D. Accumulated paid sick leave may be used for an illness or injury to an employee's immediate family which requires his or her attendance upon the person. The term "immediate family" for the purpose of this subsection, shall be defined as the employee's spouse, domestic/civil union partner, child, stepchild, parent, brother, sister, grandparents, spouse's parents and spouse's grandparents, where the family member resides with the employee, or employee has direct care responsibility for the family member. When such absence falls within the provision of the Family and Medical Leave Act, Princeton may require that the need for leave for a serious health condition of the employee's immediate family member be supported by a certification issued by a health care provider. Princeton shall allow the employee at least 15 calendar days to obtain the medical certification. In addition, Princeton may require second or third opinions (at Princeton's expense) and a fitness for duty report to return to work.
 - E. Accumulated sick time may be used for the birth or adoption of a child.
 - F. Princeton and the union agree that any and all fit for duty exams shall be administered as to precisely mimic the work the employee would be required to perform on an average work day.

C-8: Family Leave

Employees may be eligible for an unpaid family and medical leave under the federal Family and Medical Leave Act ("FMLA"). Employees also may be eligible for family and/or medical leave pursuant to the New Jersey Family Leave Act ("FLA"). In order to be eligible for such leave, employees must have: one (1) year of service with the Princeton; and, at least 1,000 hours of work (for New Jersey leave) and 1,250 hours of work (for Federal Leave) during the previous twelve (12) months. Eligible employees may receive up to twelve (12) weeks of leave per year (FMLA) or twelve (12) weeks every twenty-four (24) months (FLA).

During the leave period the employee's health benefits will be continued on the same conditions, as coverage would have been provided had the employee been employed continuously during the entire leave. The employee will not continue to accrue vacation, sick or personal days for the period of the leave. The employee will receive seniority credit for the time that the employee has been on leave under this section. Upon expiration of a Family Leave, the employee will be restored to the position he or she held when Family Leave commenced or, if that position has been filled, to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment. However, if during the Family Leave Princeton experiences, a reduction in force or layoff which

would have resulted in the employee's loss of employment had the employee not been on Family Leave, or if the employee would have been terminated for other reasons if he or she had not been on Leave, the employee shall not be entitled to reinstatement. An employee who remains on leave after the expiration of their Family Leave will not be entitled to reinstatement.

Upon written notice, eligible employees are entitled to a family or medical leave for up to twelve weeks to care for a newly born or adopted child or a seriously ill immediate family member, including domestic/civil union partner, or for the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position. Eligible employees who take leave under this policy must use all accrued available vacation and personal days during the leave. The use of accrued time will not extend the leave period. After exhausting accrued time, the employee will no longer be paid for the remainder of the leave.

The period of leave must be supported by the physician's certificate. An extension past twelve weeks can be requested, but medical verification of the need must be submitted prior to the expiration of the leave. The Town reserves the right to deny any request for extended leave. Additional information concerning the Family Leave Policy and eligibility requirements is available from the Human Resources Manager.

Commencing July 1, 2009, Family Temporary Disability ("FTD") payments for up to six (6) weeks in a twelve (12) month period will become available for eligible employees who are caring for a seriously ill immediate family member who is incapable of self-care or care of a newborn or adopted child. To be eligible, the employee must have worked at least 20 weeks at minimum wage within the last 52 weeks or earned 1000 times the minimum wage. The weekly benefit is 2/3 of weekly compensation up to a maximum of \$524 per week (this amount is subject to change according to the state guidelines). FTD will run concurrently with FMLA and/or FLA leaves and there is a one week waiting period. Employees may also be required to use accrued sick, vacation or personal leave for up to two weeks.

Employees taking paid family leave in connection with a family member's serious health condition may take leave intermittently or consecutively. Intermittent leave is not available for the care of a newborn or adopted child. Intermittent leave may be taken in one day increments. An employee seeking intermittent paid family leave is required to provide the Town with 15 days' notice unless an emergency or other unforeseen circumstance precludes prior notice. The employee seeking intermittent leave shall make a reasonable attempt to schedule leave in a non-disruptive manner. Employees requesting such leave shall provide the Town with a regular schedule of days for intermittent leave.

Employees may also be eligible for an unpaid leave for up to twenty-six (26) weeks in a year to care for a family member on active duty in the military or up to twelve (12) weeks in a year for a qualifying exigency. A qualifying exigency occurs when a

member of the National Guard or Reserves is called to active duty and a close member of his/her family must attend official ceremonies or family support or assistance meetings, there is a short- notice deployment, to attend to childcare matters, attend to financial and/or legal matters, or counseling.

C-9: Leave Without Pay

An employee who has no remaining vacation, personal days, sick leave or other credit for time off may for good and sufficient reason be granted leave without pay. All requests for such leave must be done in writing and in advance. Such time off without pay, if requested in advance and not disruptive of established work schedules, may be granted at the discretion of the Administrator upon the recommendation of Princeton Public Works Director, the PSOC Manager, or their designees. No compensation will be paid for time taken off without prior notification and authorization. Should an employee fail to be approved in advance and then takes the unpaid leave, the employee shall be subject to disciplinary action as per a failure to report to work. Abuse of this provision shall be cause for disciplinary action, including possible termination of employment.

C – 10: Long Term Sick Leave

An employee who has become seriously injured or has contracted a serious illness and who has expended all of his / her sick leave is eligible and may request long term sick leave. In order to be eligible for this long-term illness provision, employees must be employed with Princeton, Princeton Township, or Princeton Borough for a minimum of one (1) year to qualify. The employee must exhaust the leave time (sick, vacation, personal and compensatory) that they have on the books up to forty-four (44) days. An unpaid leave is not permitted to cover the forty-four (44) day requirement unless the employee has exhausted all benefit time. Princeton shall then cover the employee at 100% salary for the ensuing six (6) months at which time long term sick leave would terminate.

Members of the collective bargaining unit that do not have enough days to cover the first forty-four (44) day requirement may accept sick leave donation as outlined below.

Sick Leave Donation

1. Employees shall be allowed to donate sick leave time to other members of this bargaining unit who are unable to work to due to personal or family illness or injury.
2. An employee shall not be allowed to accumulate more than Twenty (20) donated sick days at any one time. The employee must have no more than five (5) donated sick days on the record before he/she may receive more donated sick time.
3. An employee must have a minimum of forty-four (44) sick days on the record to be eligible to donate sick leave time.

4. An employee may donate up to a total of five (5) sick days per year to other employees. Sick days must be donated in one day increments. (eight hours)
5. Once an employee donates sick time, those sick days become the property of the person they were donated to and cannot be returned.
6. Donated sick time shall not be cashed out or sold back at any time. Donated sick time shall have no monetary value beyond the terms outlined within this agreement and an employee shall receive only his or her regular wages when utilizing donated sick time and not the actual value of the donated sick time.
7. The use of donated sick time shall be in accordance with sick time procedures and language as outlined in this collective bargaining agreement as well as the FMLA and NJFLA.

Article D – Benefit Provisions

D –1: Hospitalization, Prescription and Dental Insurance

A. Enrollment is in the State Health Benefits Plan (SHBP) for medical insurance and prescription insurance for employees and their eligible dependents as defined by the SHBP. Enrollment guidelines, and effective dates are governed by SHBP.

1. Employees may enroll in any of the plans offered by the SHBP.
2. Princeton may substitute for SHBP such alternative carriers or programs as may continue to provide substantially similar benefits, subject to notification to the Union.
3. The co-payments for the medical plan and prescription drugs will be in accordance with the rates set by the SHBP.
6. As of January 1, 2013 employees of this bargaining unit shall make the minimum contributions towards their health care premiums in accordance with New Jersey State Statute Chapter 78 P.L. 2011.

B. Opt Out Program/Waiver – A medical insurance “opt out” program is available for all full-time, benefits eligible employees in lieu of medical insurance. In order to be eligible to waive insurance coverage, an employee must submit the proper waiver application/form and proof of insurance coverage through another source for the applicable period which is being waived. In return for this waiver, the employee will receive 25% of the applicable premium savings or \$5,000 per annum, whichever is less. These amounts are consistent with state statute. Waiver incentives are only payable if the other coverage is through a non-SHBP/SEHBP plan.

Opt Out Payments: Employees receiving Opt Out will be paid on an annual basis no later than the first pay in December for the period of January 1-December 31 of the given year. Payments shall be pro-rated based on participation in Princeton SHBP and/or the waiver.

- C. Princeton will continue to provide dental coverage for the employees and their eligible dependents as defined by the insurance carrier. If providers are changed, the level of provided dental coverage shall be substantially similar, or better during the life of this contract.

- D. Employees who retire from Princeton, and who have been enrolled for 25 years in the pension system will be provided medical insurance and prescription coverage for themselves and their eligible dependents who are covered by the Plan at the time of retirement.
 - 1. Coverage is limited to the same persons who are covered at the time of retirement, and only to the extent that the retiree and those same dependents are eligible under the rules of the SHBP for the type of coverage in effect at the time of retirement.
 - 2. No coverage will be provided during the period when medical coverage is furnished the retiree from another source. The retiree is responsible for notifying Princeton at the start of such coverage and at its termination.
 - 3. A retired employee and/or spouse, domestic partner, civil union partner and/or dependent eligible for Medicare coverage by reason of age or disability must coordinate benefits as according to Plan guidelines. In addition, evidence of enrollment in Medicare must be provided to the SHBP. Failure to enroll in both parts of Medicare when eligible will result in the retiree's and / or dependents coverage being terminated or delayed according to the Plan guidelines.

D – 2: Workmen’s Compensation

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. Princeton covers worker’s compensation benefits through its membership in a Joint Insurance Fund (JIF). Any occupational injury or illness must be immediately reported to the supervisor or Department Head. All required medical treatment must be performed by a Workers Compensation Physician appointed by the JIF and payment for unauthorized medical treatment may not be covered pursuant to the Act.

In order to qualify for workers’ compensation benefits, an injured employee must complete an official Princeton Accident Report and seek medical attention from the designated medical panel provider(s). Failure to provide an accident report could result in disciplinary action. The employee must report to Administration on a regular basis regarding medical status until released from treatment by the attending physician.

Employees will receive regular wages while out on worker’s compensation. All Workers Compensation insurance wage payments or third party sick pay will be paid to Princeton as reimbursement for wages paid to the employee. Except in the case where an employee

is on layoff status, or terminated, they may receive worker's compensation wage payments directly, and will not be entitled to regular wages from Princeton.

Princeton will endeavor to bring employees with temporary disabilities back on the job as soon as possible and may assign transitional duty to employees who temporarily cannot perform the essential functions of their positions because of injury or illness. Transitional duty is not guaranteed and will not exceed 45 workdays

An employee requesting transitional duty or the Workers Compensation Physician shall notify the Administrator as soon as the temporarily disabled employee is able to return to work with restrictions. Transitional duty will only be assigned if the employee will probably be able to perform the essential functions of the position after the transitional duty period. The Administrator will consult with the Department Head to determine if there is any meaningful work that can be performed consistent with the restrictions. Transitional duty assignments may be in any department and not just the employee's normal department. The Administrator will decide if it is in the best interest of the town to approve a transitional duty request and will notify the employee of the decision. Princeton reserves the right to terminate the transitional duty assignment at any time without cause.

Employees may not refuse transitional duty assignments that are recommended by the Workers Compensation Physician. In such cases, failure to report to work as directed shall constitute immediate grounds for dismissal. If the employee believes that the transitional duty assignment is beyond the employee's abilities, the employee may request a meeting with the Administrator who will render a written response within 24 hours.

Employees on transitional duty will receive their regular salaries and are prohibited from engaging in any outside employment of any kind unless they receive prior written approval from the Administrator. If transitional duty is approved, the employee or Workers Compensation Physician must keep the Administrator informed of the medical progress. (Employees assigned to transitional duty will be allotted time off to attend medical or physical therapy appointments but must request leave time for any other reason.) If at the end of transitional duty period the employee is not able to return to work without restrictions, Princeton reserves the right at its sole discretion to extend the transitional duty or place the employee back on Workers Compensation or disability. This policy does not affect an employee's rights under the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Contagious or Life Threatening Illnesses Policy or other Federal or State law.

Time off under worker's compensation due to a work-related injury may be charged against the employee's FMLA medical entitlement.

The period covered by worker's compensation shall not be charged against sick leave.

D – 3: Pension Plan

Princeton will for the life of this agreement meet its obligations to make payments to the Public Employee Retirement System.

D – 4: Coveralls, Rain Gear and Clothing

Princeton shall provide the following uniform clothing:

- Three (3) non-hooded sweatshirts in the first year of the contract.
- One (1) hooded heavy weight sweatshirt in the first year of the contract.

The following uniform items shall be supplied, cleaned, and maintained weekly by Princeton:

- Eleven (11) cotton or blended pants.
- Eleven (11) short sleeved t-shirts
- Two (2) perma-lined jackets.
- One set light weight coveralls.
- One set insulated coveralls.
- Operators, mechanics, and SOC workers shall receive two (2) additional sets of lightweight coveralls.

Princeton shall provide weather appropriate leather work gloves, rain jackets (with hood), rain pants, rubber “slush” boots, and all required safety clothing and gear.

Princeton shall repair or replace any Princeton supplied work clothes that are damaged or destroyed while an employee is performing his or her assigned work.

Upon separation of employment all uniforms and safety equipment must be returned to Princeton. Princeton will be reimbursed for uniforms and for equipment not returned through payroll deduction or direct payment by the employee.

Employees shall be required to wear safety tip work boots meeting the ASTM F2413-05 standard during all working hours. Employees shall receive a check in the amount of Two Hundred Fifty Dollars and Zero Cents (\$250.00) by March 1st of each year to purchase work boots.

Employees shall also receive a payment in the amount of Five Hundred Twenty-five Dollars and Zero Cents (\$525.00) as a safety allowance for use in purchase additional outerwear as appropriate to perform the duties of their position. The payment will occur with the first payroll of December of each year and will be a separate payroll deposit.

These appropriate clothing items are to be worn by employees at all times during working hours. Failure to observe this rule will result in disciplinary action. Should an employee be unable to wear appropriate clothing due to reasons beyond the employee’s control (i.e.

clothing damaged or not returned by Princeton), employee is to notify their supervisor in writing, on forms provided by Princeton, and acknowledged by supervisor. This action, when properly completed, will allow employee to avoid disciplinary action.

Part time employees will receive sufficient uniforms and gear based on the number of part-time hours scheduled.

Part time employees will also receive an annual work boot allowance equal to one-half that received by full time members of the bargaining unit in the same manner outlined above.

Part time employees will not receive the safety allowance as outlined above.

D – 5: Eye Care Program

Princeton shall provide an eye care program. This program will provide for employees or their dependents to receive up to one hundred fifty dollars (\$150.00) reimbursement towards the cost of eye examinations and / or the purchase of regular prescription eyeglasses, bifocal prescription eyeglasses, Lasik surgery, safety glasses or contact lenses every year. The employee must file paid receipts for the examinations, eyeglasses or contact lenses with the Administrator prior to receiving reimbursement provided for herein above. Receipts must be submitted by March 31 of a subsequent year for prior year reimbursement.

D – 6: Tuition Reimbursement

Reimbursement up to the sum of \$2,750 per calendar year will be paid for tuition expenses, provided a grade C or better is attained, to employees who continue their education in subjects related to their current work for Princeton if such course or sources have been previously approved by their Department Head and if they are not otherwise compensated. If the reimbursed employee leaves employment with Princeton within a year of receiving said amount, the employee must reimburse Princeton for the amount received.

For those employees wishing to obtain a CDL, Princeton will assist the employee in their efforts to obtain same.

D - 7: Credit Union

Princeton employees, as well as any member of the employee's family, living in the same household, can join the Princeton University Credit Union.

D - 8: Direct Deposit

Princeton employees are eligible to setup direct deposit to their bank institution and / or credit union. Direct deposit is limited to one checking account, one savings account and

one credit union. Direct deposit is started based on a signed direct deposit authorization form from an employee to the Payroll Office.

D - 9: Deferred Compensation

Princeton employees are eligible to enroll in the deferred compensation plan(s) of their choice that are offered by Princeton. The plan offers to Princeton employees the advantage of investing pre-tax dollars in their program. There are numerous types of funds with various levels of risk involved.

(See Human Resource Manager for a list of plans)

D - 10: Employee Assistance Program (EAP)

Employees and their immediate family will be eligible for and have access to an Employee Assistance Program for voluntary use in dealing with personal, family, work-related issues or controlled substance/alcohol counseling. If an employee needs further information regarding the EAP, they may either contact their Department Head, Management Staff or Human Resources for contact information. They may voluntarily contact the EAP directly to schedule a confidential appointment with a counselor. All discussion between the employee and the counselor is strictly confidential. Princeton staff and fellow employees will have no knowledge of the employee's request for help.

Princeton employees may also utilize Corner House Counseling Services (a municipal department) for personal or work-related issues. Referrals to Corner House may also be available for family members, but may be subject to health insurance co-pays and deductibles.

Involuntary referrals: Employees may be required by Administration, as part of a disciplinary action or other work-related issue, to seek counseling through the EAP or Corner House. All discussions held between the EAP counselor or Corner House counselor will be strictly confidential. Employee participation and completion requirements will be in writing from Administration.

D - 11: Flexible Spending Accounts

Princeton offers to its employees a flexible spending plan where employees may elect to put part of their pay into personalized accounts, for both health care and dependent care expenses, before, federal, state and social security taxes. (Pursuant to Ch. 78, P.L. 2011)

D - 12: Disability / Life Insurance

Princeton offers to its employees, at the employees cost, the option of purchasing disability insurance and / or life insurance.

D – 13: College Savings Fund

Princeton offers to its employees a college savings fund where employees may elect to put part of their pay into a higher education fund for family members.

Article E – Seniority Provisions

E – 1: Seniority

Seniority is defined as an employee's continuous length of service with Princeton Township, Princeton Borough, and/or Princeton retroactive to the latest date of hire as a full-time employee.

- A. A new hired full-time employee shall be considered without seniority until becoming permanent, following successful completion of a six (6) month probationary period.
- B. Seniority shall be given preference, qualifications being reasonably equal, in any transfer, layoff or recall. Employees who are laid-off shall retain their priority seniority provided that re-employment occurs within six (6) months of layoff.

E – 2: Probationary Employees

An employee is probationary during the first six (6) full months following most recent date of employment. Employees may be terminated at any time during this probationary period. Such termination is not subject to any of the grievance provisions of this Agreement. Princeton at its discretion may extend probation for up to another 3 months.

E – 3: Promotion

Promotion shall mean the advancement of an employee to a job classification within the unit which has a higher maximum salary. A full-time employee shall not lose any fringe benefits due to a promotion. Prior to promotion, an employee shall be informed of the new wage rate. When an employee is given an opportunity on a trial or temporary basis to qualify for promotion by serving in a new position, his / her permanency in his / her former position shall be continued during such trial or temporary period and the employee shall have the opportunity to return to the former position in the event the promotional opportunity does not become permanent, provided there is no discharge for cause.

Promotions will be based on a formula which included 40% on performance evaluation, 30% on longevity and 30% on disciplinary record. All things being equal in promotional opportunities, then seniority / longevity will be the determining factor.

E – 4: Transfer

Transfer is the assignment of a qualified employee to a full time position which requires a permanent change in the employee's regular reporting location. In the event no qualified employee agrees to be transferred, Princeton will make the assignment in the inverse order of seniority from among the employees whom it considers qualified, giving consideration to hardship.

Princeton will make the final determination regarding transfer.

E – 5: Layoff

- A. When Princeton determines that a reduction in the number of employees covered by this Agreement is to occur, the following principles will govern:
1. In determining the order in which employees are to be laid off, seniority will prevail for all employees covered under this Agreement as long as the more senior employee has the qualifications, skills and abilities to perform the required work as reasonably determined by the Administrator.
 2. The effective date of separation from the payroll will be no sooner than thirty (30) calendar days following written notification to the employee.
 3. Princeton shall meet with the Union to discuss the impact of the layoff at least fourteen (14) days in advance of the effective date. At or prior to the meeting Princeton shall supply the Union with a list of the positions that Princeton is targeting for layoff, as well as a current list of all employees in such positions with their overall seniority and their seniority within their current job title
- B. Laid-off employees retain recall rights for eighteen (18) months following the actual date of separation. Employees being recalled must have the qualifications, skills and abilities to perform the duties of the position.
- C. Employees who are laid off shall be able to sell back any unused sick, vacation, or personal time after prorating to the day of layoff for one hundred percent (100%) of their value after the first full work day of being laid-off. Once the employee requests to sell back the unused time, Princeton shall issue a check to the employee for the unused time in the next closest pay period to the date of the request.
- D. Laid-off employees who wish to be recalled must keep Princeton informed in writing of any change in their address of record.

E – 6: Recall

When Princeton determines that a vacancy for a full-time permanent position exists in the job titles covered by this Agreement, the following principles will govern:

- A. The most recently laid off employee still holding recall rights within the bargaining unit and who has the necessary qualifications, skills and abilities to perform the work as reasonably determined by the Administrator, for which the vacancy exists, will be sent a recall notice by certified mail, return receipt requested, addressed to the employee's most recent address as shown on Princeton records.
- B. After such notice has been sent, Princeton may hire temporarily pending return of the recalled employee. The temporary employee will be terminated from the recalled employee's position following the recalled employee's return to work.
- C. An employee recalled to a position with a lower salary rate than that held at time of layoff will retain recall rights by notifying Princeton that he / she does not wish to be recalled for that position, will not lose his / her recall rights.
- D. An employee recalled to a position at the same or higher salary rate than that held at time of layoff, who notifies Princeton that he / she does not wish to be recalled for that position, loses his / her recall rights.
- E. Unless Princeton receives written notification by the 15th calendar day following sending of the recall notice, the recalled employee loses recall rights.
- F. A recalled employee who accepts the position for which recalled, but who does not report for work by the sixth (6th) working day following written acceptance, loses recall rights.
- G. A laid-off employee upon returning to employment by exercise of his / her recall rights retains the seniority held on date of separation, and begins accumulation of additional seniority starting with the return.

Article F – Grievance Procedure

F – 1: Grievance Procedure

- A. **Definition:** A grievance is hereby defined as a formal dispute concerning the interpretation, application, enforcement or violation of any of the terms and conditions of this agreement.
- B. Disciplinary appeals shall also be handled through the grievance procedure.
- C. General Rules
 - 1. A grievance must be filed within the time limit set and in the manner set forth herein. Failure to do so shall constitute abandonment of the grievance and it may not be carried further.

2. Should a grievance not be resolved to the satisfaction of the grievant or should there be no response within the specified time limit, the grievance may be carried to the next step.
 3. If the answer to a grievance at any step is not appealed within the prescribed time, the grievance is considered settled on the basis of Princeton last answer, and there shall be no further appeal for review.
 4. Time limits may be extended by mutual agreement. However, no extension will be made if the request is received beyond the time limit.
- D. The grievance procedure shall be as follows unless any step or steps are waived by mutual written consent.
1. **INFORMAL:** Informal discussion between the employee and his / her immediate supervisor. An employee must orally present and discuss his / her grievance with the immediate supervisor on an informal basis:
 - (a) If the nature of the grievance is such that it affects the work being done, the supervisor will make the preliminary decision immediately, and the work will proceed on the basis of this decision.
 - (b) If the grievance is not the type which requires an immediate answer, the supervisor will give his / her answer within three (3) working days.
 2. **Step 1:** Between the Union and the Princeton Public Works Director, PSOC Manager or their designees

If the grievance is not resolved at the informal discussion level above, a written grievance (with tracking sheet) may be filed which states:

- (a) The date of the occurrence, and
- (b) The clause of the Agreement which is claimed to be violated, and
- (c) Such other information as will aid in resolution of the grievance.

The written grievance must be received by Princeton within ten (10) calendar days after the occurrence which is being grieved.

Princeton shall set a time and place for the Step 1 hearing to be held within seven (7) calendar days after receiving the written grievance, or at a mutually agreeable later date. Princeton shall give a written answer to the Union within seven (7) calendar days after the conclusion of the hearing.

3. Step 2: Between the Union and the Administrator or his Designee

If the grievance is not resolved at Step 1, the Union may move the grievance to Step 2 by notifying Princeton in writing in ten (10) calendar days after the date of Princeton's reply.

Princeton shall set a time and place for the Step 2 hearing within seven (7) calendar days after receiving the notification, or at a mutually agreeable later date.

Princeton shall give a written answer to the Union within seven (7) calendar days after conclusion of the hearing.

4. Step 3: Arbitration

If the grievance is not settled through Steps 1 and 2, the Union shall have the right, within thirty (30) working days, to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by Princeton and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

- (a) The parties direct the arbitrator to decide, as to the preliminary question, whether he / she has jurisdiction to hear and decide the matter in dispute.
- (b) The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him / her involved in the grievance. The arbitrator shall, not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement, thereto. The decision of the arbitrator shall be in writing with reasons therefore and shall be binding on the parties. The arbitrator shall be required to issue his / her decision within thirty (30) days after the conclusion of testimony and argument.

Article G – Labor/Management Committee

- A. Princeton and the Union shall meet twice a year, unless either side requests additional meetings and is mutually agreed upon, to address issues of mutual concern. Each of the parties shall appoint their own representatives to serve on the committees, maintaining a balance between labor and management members. Only one member each from Public Works, Parking Operations and PSOC shall be appointed to the committee, in addition to an AFSCME - NJ staff representative. It is understood that the position of the chairperson or facilitator

within the committee shall be rotated periodically between labor and management, and any minutes which may be taken on behalf of the committee shall be provided to the committee members. Management shall take responsibility for notifying all supervisors of the next committee meeting to arrange for release time for labor committee members.

Article H – Separability and Savings

I – 1: Separability and Savings

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.
- B. If any such provision is declared invalid by operation of law, parties to this Agreement will enter in renegotiations on the invalid provisions.

Article I – Term and Renewal

J – 1: Term and Renewal

This Agreement shall be in full force and effect as of January 1, 2017 and shall remain in effect to and including December 31, 2019 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other give notice, in writing, at least one hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. Princeton and the Union shall exchange copies of its entire proposals by September 1, 2019 unless an extension is agreed to by mutual consent.

The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply only to employees on Princeton's payroll on or after the date of the signing of this Agreement.

Article K – Fully Bargained Provisions

K – 1: Fully Bargained Provisions

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such issue whether or not covered by this

Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

In witness thereof, Princeton and the Union have caused this Agreement to be signed by their duly authorized representatives as of this _____ day of _____ 2017.

For Princeton:

Liz Lempert, Mayor

For the Blue Collar Municipal
Employees Affiliated with
AFSCMA – NJ, Local 1530:

Attested to by:

Kathleen Brzezynski
Princeton Clerk

Keith McCoy, President

Shane Raber, Vice President

Conor Meara, Council Rep.

Date: _____

Appendix A - SALARY RANGES

PENDING REVISION

Title	Range for 2013		Range for 2014		Range for 2015		Range for 2016	
Custodian I	37,000	52,815	37,555	53,607	38,118	54,411	38,690	55,227
Custodian II	53,505	53,629	54,000	54,433	55,000	55,249	55,000	56,078
Equip Operator	57,000	60,815	59,478	61,868	61,834	63,242	62,762	64,191
Heavy Equip Mechanic	49,000	70,330	49,000	71,385	49,735	72,456	50,481	73,543
Mechanic	37,000	55,000	37,555	55,825	38,118	56,662	38,690	57,512
Tree Person	46,000	58,919	46,000	60,677	46,690	62,435	47,390	64,191
Senior Maint	51,254	56,108	53,726	56,950	56,198	57,804	57,041	58,671
Maint II / Truck Driver	37,362	53,693	40,362	53,693	40,967	54,411	41,582	55,877
Maint I / Laborer	37,000	49,504	37,555	50,247	38,118	51,001	38,690	51,766
Sr. Sewer Maint	53,511	57,400	55,898	58,491	58,285	59,582	59,159	60,671
Sewer Maint II	41,000	52,983	43,362	53,778	44,862	54,584	46,362	55,403
Sewer Maint I	39,000	40,000	39,585	40,600	40,179	41,209	40,782	41,827
Sr. Meter Maint	48,000	56,300	48,720	57,145	49,451	58,002	50,193	58,872
Meter Maint I	37,000	47,339	48,049	48,049	48,770	48,770	49,502	49,502

Appendix B – Job Titles

PENDING REVISION

Preamble to Job Titles

The following titles will list some of the general work to be done by employees in the affected job classifications. They are not, in any sense, a complete listing of all the work which is properly assignable to the classification involved.

The job descriptions are to be used for two purposes only:

1. To give the employee a general picture of some of the work which is expected of him / her.
2. To determine when an employee performs out-of-title work for the purpose of Article B - 4.

New duties required to meet the changing needs of Princeton will be included in the job title which is most nearly related to such duties.

Princeton retains the right to create new jobs and/or positions within this bargaining unit and the union retains the right to negotiate the terms and conditions of employment of any new jobs and/or positions created within this bargaining unit.

The parties agree that the regular activities and work of those who are not represented shall continue in accordance with the practice which existed prior to the original requirement.

Each of the job titles contains a requirement "must have a valid New Jersey or Pennsylvania Driver's License." Some positions require that an employee must have a commercial driver's license. In the event an employee loses his / her license temporarily, Princeton will determine whether the loss adversely affects the work before deciding upon retention, demotion or release of the employee.

Driver's License Policy:

Any employee whose work requires that the operation of municipal vehicles must hold a valid driver's license.

Any employee whose work requires that the operation of municipal vehicles across state lines, must have a physical by a New Jersey Department of Transportation approved physician and said physical information must be on file with the New Jersey Motor Vehicle Commission.

All new employees who will be assigned work entailing the operating of a municipal vehicle will be required to submit to a Department of Motor Vehicles driving records

check as a condition of employment. A report indicating a suspended or revoked license status may be cause to deny or terminate employment.

Periodic checks, but not less than annual, of employee's drivers' licenses through visual and/or formal Department of Motor Vehicles review checks shall be made by the Human Resources Manager or other Administrator designee. Any employee who does not hold a valid driver's license will not be allowed to operate a municipal vehicle until such time as a valid license is obtained.

Any employee performing work which requires the operation of a municipal vehicle must notify the immediate supervisor in those cases where a license is expired, suspended or revoked and/or who is unable to obtain an occupational permit from the State Department of Licensing. An employee that fails to report such an instance is subject to disciplinary action, including demotion or termination. An employee who fails to immediately report such revocation or suspension to their supervisor and continues to operate a municipal vehicle shall be subject to possible termination. Any information obtained by the town in accordance with this section shall be used by the municipality only for carrying out its lawful functions and for other lawful purposes in accordance with the Driver's Privacy Protection Act (18 U.S.C. S 2721 et seq.).

Maintenance Person I & II and Senior Maintenance Person

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification:

1. Construct, install and repair all properties within the municipal right - of - way. This includes, but is not limited to curbs, sidewalks, roadways, trees, meters, signs, trash cans, posts, street furniture and storm drainage systems.
2. Maintain and clean all properties within the municipal right-of-way. This includes, but is not limited to, curbs, sidewalks, roadways, meters, signs, cans, posts, trees, street furniture and storm drainage systems.
3. Construct, install, maintain, clean, and repair all public buildings, grounds and property. This includes, but is not limited to trees, shrubbery, lawns, pavement, buildings, structures and appurtenance.
4. Use, operate and maintain tools and equipment for accomplishing the work.
5. Perform tasks associated with the municipality's operation. This includes, but is not limited to, pick - up, delivery and transport.
6. Maintain records and make reports.
7. Assist the Mechanic and Tree Person in manual and semiskilled duties as required.
8. Senior Maintenance Persons are also expected to supervise one (1) or more other employees, without additional compensation.
9. Other related duties as assigned.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey or Pennsylvania Driver's License. Maintenance Person II and Senior Maintenance Person must also hold a valid Commercial Driver's License.
3. To achieve a Senior Maintenance person title, an existing employee must have completed ten (10) years continuous service in the classification of Maintenance Person II, must have shown substantial continuous improvement in the quantity and quality of related job skills, must have performed duties in a dependable, reliable and mature manner, and must have displayed an aptitude for the supervision of other workers. Any other promotion to the title of Senior Maintenance Person is to be at the sole discretion of management or (for Senior Maintenance Person) a newly hired employee must have a minimum of (10) years' experience in public works maintenance or the construction trades, with a proven track record of skilled, dependable, reliable performance and supervisory abilities.

Sewer Maintenance Person I & II and Senior Sewer Maintenance Person

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification.

1. Construct, install, and repair all properties of the municipal sanitation systems. This includes, but is not limited to, sanitary sewers, curbs, sidewalks, roadways, trees, signs, posts and storm drains associated with the sanitation systems.
2. Maintain and clean all properties within the municipal right-of-way. This includes, but is not limited to, sanitary sewer systems, curbs, sidewalks, roadways, trees, signs, posts and storm drain systems associated with the sanitation systems.
3. Construct, install, maintain, clean and repair all public buildings, grounds and property. This includes, but is not limited to, trees, shrubbery, lawns, pavement, landfill, buildings, structures and appurtenances associated with the sanitation system.
4. Use, operate and maintain all tools and equipment for accomplishing the work.
5. Perform tasks associated with the municipality's operations. This includes, but is not limited to, inspection, pick - up, delivery and transport.
6. Maintain records and make reports.
7. Senior Sewer Maintenance Persons are also expected to supervise one (1) or more other employees, without additional compensation.
8. Other related duties as assigned.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey or Pennsylvania Driver's License. Sewer Maintenance Person II and Senior Sewer Maintenance Person must also have a valid commercial driver's license with a tanker endorsement.
3. To achieve a Senior Sewer Maintenance Person title, an existing employee must have ten (10) years continuous service in the classification of Sewer Maintenance Person II, must have shown substantial continuous improvement in the quantity and quality of related job skills, must have performed duties in a dependable, reliable and mature manner, and must have displayed an aptitude for the supervision of other workers. Any other promotion to the title of Senior Sewer Maintenance Person is to be at the sole discretion of management or (for Senior Sewer Maintenance Person) a newly hired employee must have a minimum of ten (10) years' experience in sanitary sewer construction and maintenance with a proven track record of skilled, dependable, reliable performance and supervisory abilities.

Equipment Operator, Sewer-Equipment Operator

The above title is reserved for employees whose year round assignment entails operation of equipment in 1. below.

1. Operate tractor-trailer, street sweeper, front-end loader, Jet-Vac truck, backhoe, or bulldozer.
2. Clean, service and perform field maintenance on the equipment.
3. Perform all duties of Maintenance Person.
4. Other related duties as assigned.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.
2. Must have a valid New Jersey or Pennsylvania Commercial Driver's License. Sewer Equipment Operators must also have a tanker endorsement.
3. To become an Equipment Operator an individual must have a minimum of three (3) years experience as an Equipment Operator, for a contractor or public works organization and must be able to demonstrate an ability to operate the equipment owned by Princeton at the time of employment. For an existing employee to become an Equipment Operator, he/she must satisfy the above requirements, or complete a six (6) month intern program as provisional Equipment Operator at no differential in salary from his/her current position and exhibit an ability to skillfully operate Princeton owned equipment at the end of this period.

Meter Maintenance Person and Senior Meter Maintenance Person

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification.

1. Construct, maintain, clean and repair municipal property which includes, but is not limited to, parking meters, signs and appurtenances.
2. Maintain and clean municipal property which includes, but is not limited to, snow clearance of sidewalks and roadways.
3. Install, maintain, clean, repair and operate parking facilities, grounds, property and appurtenances.
4. Use, operate and maintain tools and equipment for accomplishing the work.
5. Perform tasks associated with the municipality's operations. This includes but is not limited to, pick - up, delivery and transport.
6. Maintain records and make reports.
7. Senior Meter Maintenance Persons are also expected to supervise one (1) or more other employees without additional compensation.
8. Other related duties as assigned.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey or Pennsylvania Driver's License.
3. To achieve a Senior Meter Maintenance Person title, an existing employee must have ten (10) years continuous service in the classification of Meter Maintenance Person II, must have shown substantial continuous improvement in the quality and quantity of related job skills, must have performed duties in a dependable reliable and mature manner, and must have displayed an aptitude for the supervision of other workers. Any other promotion to the title of Senior Meter Maintenance Person is to be at the sole discretion of management or (for Senior Meter Maintenance Person) a newly hired employee must have a minimum ten (10) years experience in Meter Maintenance with a proven track record of skilled, dependable, reliable performance and supervisory abilities.

Mechanic, Heavy Equipment Mechanic

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all the work which is properly assignable to this classification.

1. Construct, maintain, clean, and repair all motorized and non-motorized equipment, tools and other items.
2. Maintain and clean all municipal property, which includes but is not limited to, snow clearance of sidewalks and roadways.
3. Construct, maintain, clean and repair all public property. This includes, but is not limited to, motorized and non-motorized equipment, tools and other equipment items in building and structures.
4. Use, operate, and maintain tools and equipment for accomplishing the work.
5. Perform stick and mig welding (Requirement of any new employee hired after the date of the execution of this contract.)
6. Perform tasks associated with the municipality's operations. This includes, but is not limited to, pick - up, delivery, and transport.
7. Maintain records and make reports.
8. Heavy Equipment Mechanics need to be able to maintain and/or repair machinery or vehicles with a GVW of 26,000 lbs. or more.
9. Other related duties as assigned.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey or Pennsylvania Commercial Driver's License.

Custodian I, II, Senior Custodian, Head Custodian

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification.

1. Maintain, clean and repair all public buildings, grounds and property. This includes, but is not limited to, trees, plants, shrubbery, lawns, pavement, sidewalks, roadways, buildings, structures and appurtenances.
2. Use, operate and maintain tools and equipment for accomplishing the work.
3. Perform tasks associated with the municipality's operations. This includes, but is not limited to pick - up, delivery and transport.
4. Maintain records and make reports.
5. Senior Custodians are also expected to supervise one (1) or more other employees, without additional compensation.
6. **Head Custodian will oversee / supervisor one (1) or more other employees or outside staff / contractor(s),**
- 7.. Other related duties as assigned.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey or Pennsylvania Driver's License.
3. To achieve a Senior Custodian title, and existing employee must have ten (10) years continuous service in the classification of Custodian II, must have shown substantial continuous improvement in the quality and quantity of related job skills, must have performed duties in a dependable reliable and mature manner, and must have displayed an aptitude for the supervision of other workers. Any other promotion to the title of Senior Custodian is to be at the sole discretion of management or (for Senior custodian) a newly hired employee must have a minimum ten (10) years of experience in custodian work with a proven track record of skilled, dependable, reliable performance and supervisory abilities.

Tree Person, Senior Tree Person

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification.

1. Construct, install, maintain, clean and repair all properties within the municipal right-of-way. This includes, but is not limited to, trees and shrubbery.
2. Maintain and clean municipal property which includes but is not limited to sidewalks and roadways.
3. Construct, install maintain, clean and repair all public buildings, grounds and property. This includes, but is not limited to, trees, shrubbery, lawns, pavements, structures and appurtenances.
4. Use, operate and maintain tools and equipment for accomplishing the work
5. Perform tasks associated with the municipality's operations. This includes, but is not limited to, pick - up, delivery and transport.
6. Maintain records and make reports.
7. Senior Maintenance Tree Persons are also expected to supervise one (1) or more other employees, without additional compensation.
8. Other related duties as assigned.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey or Pennsylvania Commercial Driver's License.
3. To achieve a Senior Tree Person title, and existing employee must have ten (10) years continuous service in the classification of Tree Person, must have shown substantial continuous improvement in the quality and quantity of related job skills, must have performed duties in a dependable reliable and mature manner, and must have displayed an aptitude for the supervision of other workers. Any other promotion to the title of Senior Tree Person is to be at the sole discretion of management or (for Senior Tree Person) a newly hired employee must have a minimum ten (10) years of experience in tree work with a proven track record of skilled, dependable, reliable performance and supervisory abilities.

Parking Attendant (Full or Part Time Position)

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification.

1. Performs the routine work involved in the operations of a parking garage and the parking operations.
2. Monitor security system.
3. Monitor parking software, including ticket levels, car counts, equipment problems, and fill / empty ticket machines.
4. Keep parking garage clean, including equipment, signs, elevator, stairwells, pay-on-foot stations and office area. Shovels snow from parking area and sidewalk.
5. Assist customers with pay-on-foot machines, ticket machines, smart card machines and directions.
6. Physically monitor the garage.
7. Use, operate and maintain tools and equipment for accomplishing the work.
8. Maintain records and make reports.
9. All duties as assigned by the Director of Public Works, Superintendent of Parking Operations, and Assistant Superintendent of Parking Operations.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey or Pennsylvania Driver's License.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Engineering

RESOLUTION 17-129

Resolution Authorizing a Shared Services Agreement in the Not to Exceed Amount of \$75,000.00 with the Township of Montgomery for Resurfacing of Portions of Cherry Valley Road Within the Princeton Maintenance Area (Transcontinental Pipeline Easement to Great Road / County Route 601)

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

WHEREAS, Montgomery is responsible for the maintenance (including resurfacing) of the eastern portion of Cherry Valley Road and Princeton is responsible for the maintenance (including resurfacing) of the western portion of Cherry Valley Road and the Transcontinental pipeline easement being the approximate dividing line; and

WHEREAS, Montgomery participates in the Morris County Cooperative Pricing Council (Morris County Co-op) to, among other things, resurface roadways within Montgomery utilizing the advantageous pricing available through the Morris County Co-op; and

WHEREAS, Stavola Contracting Company currently has the milling and paving road resurfacing contract #6 with the Morris County Co-op; and

WHEREAS, Montgomery plans to utilize Stavola's contract through the Morris County Co-op to resurface a number of Township roadways, including a portions of Cherry Valley Road from Rutgers Lane to Jefferson's Curve and from Cherry Hill Road to the Transcontinental pipeline easement, as part of its 2017 roadway improvement program; and

WHEREAS, the Princeton Engineering Department has determined that resurfacing improvements are warranted along Cherry Valley Road from the Transcontinental pipeline easement to Great Road / Somerset County Route 601; and

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

WHEREAS, Princeton and Montgomery will adopt reciprocal Resolutions authorizing the sharing of the cost for the work.

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

1. The Mayor and Clerk of Princeton are hereby authorized and directed to enter into an Shared Services Agreement with the Township of Montgomery for the milling and resurfacing of Cherry Valley Road for a cost not to exceed \$75,000.00. The Agreement authorized by this Resolution is on file in the office of the Municipal Clerk and may be inspected during regular office hours.

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

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

Somerset County, New Jersey upon its adoption.

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

I, Delores A. Williams, 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 April 24, 2017.

Delores A. Williams, Deputy Municipal Clerk

ATTACHMENTS:

- Shared Services Agreement Memo (DOCX)
- 2017 Shared Services Agmt with MT (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*

MEMORANDUM

DATE: April 18, 2017

TO: Marc D. Dashield, Administrator

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

RE: Shared Services Agreement in the Not to Exceed Amount of \$75,000.00 with the Township of Montgomery for Resurfacing of Portions of Cherry Valley Road

Princeton and Montgomery Township (Montgomery) have worked together over the last seventeen (17) years completing various improvement projects on Cherry Valley Road, the joint boundary of the two (2) municipalities and Mercer and Somerset Counties.

The sections of Cherry Valley Road that have not been improved have deteriorated significantly over this past winter. As a result, Montgomery is utilizing the Morris County Cooperative Pricing Council's road resurfacing contract #6 to complete urgently needed repairs on their section of the road for maintenance purposes. Montgomery is responsible for the eastern section of the road between the Transcontinental pipeline easement and US Route 206 while Princeton is responsible for the western section between the Transcontinental pipeline easement and Province Line Road.

Montgomery is willing to include resurfacing of Princeton's maintenance section of Cherry Valley Road per the attached resolution and Shared Services Agreement. The Princeton Engineering Department supports the use of the Morris County Cooperative contract to resurface the section from the Transcontinental pipeline easement to Great Road / Somerset County Route 601. The contracted price of \$60 / ton for hot mix asphalt and \$2.55 / square yard for milling are very competitive prices, which will facilitate the completion of the needed repairs in an expeditious and cost effective manner.

Sandra Webb, CFO, certifies that funds are available in account #04-215-16-020-076-346 to cover the cost of this agreement.

In consideration of the above, it is recommended that the Princeton Council approve the attached resolution and amended shared services agreement with Montgomery that provides for up to \$75,000.00 of milling and resurfacing so that the urgently needed repair work may proceed.

Please contact me if you have any questions.

DLS/dls

Cc: Gail Smith, P.E. Montgomery Township Engineer
Donna Kukla, Montgomery Township Clerk
Kathleen Brzezynski, Princeton Municipal Clerk
Alina Ferreira, P.E., Assistant Municipal Engineer
Rosanna Roberto, Administrative Assistant

**SHARED SERVICES AGREEMENT BETWEEN THE MUNICIPALITY OF
PRINCETON AND THE TOWNSHIP OF MONTGOMERY FOR RESURFACING OF
CHERRY VALLEY ROAD (TRANSCONTINENTAL PIPELINE EASEMENT TO
GREAT ROAD / COUNTY ROUTE 601)**

THIS SHARED SERVICES AGREEMENT (“Agreement”), made this 24th day of April 2017, by and between the **MUNICIPALITY OF PRINCETON**, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as "**PRINCETON**") and the **TOWNSHIP OF MONTGOMERY**, a municipal corporation of the State of New Jersey, 2261 Van Horne Road (Route 206), Belle Mead, New Jersey 08502 (hereinafter referred to as "**MONTGOMERY**").

WITNESSETH;

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

WHEREAS, MONTGOMERY is responsible for the maintenance (including resurfacing) of the eastern portion of Cherry Valley Road and PRINCETON is responsible for the maintenance (including resurfacing) of the western portion of Cherry Valley Road and the Transcontinental pipeline easement being the approximate dividing line; and

WHEREAS, MONTGOMERY participates in the Morris County Cooperative Pricing Council (Morris County Co-op) to, among other things, resurface roadways within the Township utilizing the advantageous pricing available through the Morris County Co-op; and

WHEREAS, Stavola Contracting Company (Stavola) currently has the milling and paving road resurfacing contract #6 with the Morris County Co-op; and

WHEREAS, MONTGOMERY plans to utilize Stavola’s contract through the Morris County Co-op to resurface a number of Township roadways, including a portions of Cherry Valley Road from Rutgers Lane to Jefferson’s Curve and from Cherry Hill Road to the Transcontinental pipeline easement, as part of its 2017 roadway improvement program; and

WHEREAS, the PRINCETON Engineering Department has determined that resurfacing improvements are warranted along Cherry Valley Road from the Transcontinental pipeline easement to Great Road / Somerset County Route 601; and

WHEREAS, PRINCETON and MONTGOMERY wish to utilize Stavola’s contract through the Morris County Co-op to complete repairs on each municipality’s section of the road for maintenance purposes; and

WHEREAS, it is the purpose of this Agreement to set forth the various duties, responsibilities and obligations of the parties herein; and

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

WHEREAS, PRINCETON and MONTGOMERY will adopt reciprocal Resolutions authorizing the sharing of the cost for the WORK.

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

1. MONTGOMERY agrees to be the lead agency and will utilize the Morris County Co-op to complete repairs on the sections of Cherry Valley Road previously mentioned.
2. PRINCETON and MONTGOMERY agree to work cooperatively during construction to determine the specific scope of work, and the limits of milling, paving and repairs to PRINCETON's section of Cherry Valley Road.
3. Upon presentation of a bill or voucher by MONTGOMERY, PRINCETON agrees to reimburse MONTGOMERY within 30 days, for the documented quantity and cost per ton of bituminous materials or per square yard of milling for repairs to PRINCETON'S section of the road up to a maximum amount of \$75,000.00. The unit costs for reimbursement shall be the unit prices from the Morris County Co-op.
3. This Agreement shall become effective upon the passage of authorizing resolutions by the PRINCETON and MONTGOMERY in accordance with the Uniform Shared Services and Consolidation Act (*N.J.S.A. 40A:65-1*). This Agreement shall remain in effect until completion of all of the duties, obligations and responsibilities of the respective parties as set forth in this Agreement.
4. Each of the parties agree to indemnify and hold the other harmless against any losses, claims, damages, suit for damages for property and/or injury to and or death to persons caused by or resulting from actions or inactions of the other parties with respect to any obligations agreed to as part of this Agreement. It is agreed that MONTGOMERY shall utilize Stavola's contract through the Morris County Co-op to complete the work and that any contractors involved with the work shall provide a Certificate of Insurance which shall name the Municipality of Princeton and the Municipality of Princeton and its officers, employees, Committee, and assigns as additional insureds with minimum limits of liability to be reasonably approved by the parties.
5. This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto.
6. Pursuant to N.J.S.A. 40A:65-4(b), this Shared Services Agreement and a copy of the Resolution authorizing same shall be filed, for informational purposes, with the New Jersey

Division of Local Government Services, New Jersey Department of Community Affairs, 101 South Broad Street, Trenton, New Jersey 08625-0813.

7. If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined on its operation to the clause, sentence, paragraph section or part hereof, directly involved in the controversy in which such judgment shall have been rendered.

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

ATTEST:

PRINCETON, a municipal corporation of the State of New Jersey

Kathleen Brzezynski, Clerk

By:_____
Liz Lempert, Mayor

ATTEST:

TOWNSHIP OF MONTGOMERY, a municipal corporation of the State of New Jersey

Donna Kukla, Clerk

By:_____
Ed Trzaska, Mayor



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Engineering

RESOLUTION 17-130

Resolution Authorizing a Professional Services Agreement with SWM Consulting, LLC for the Hydrological and Hydraulic Analysis of Three Culverts on Snowden Lane, Grover Avenue and Riverside Drive East, not to exceed \$18,100.00

WHEREAS, the municipality of Princeton desires to retain the services of a professional engineer for purposes of conducting hydraulic and hydrologic analysis for three culverts on Snowden Lane, Grover Avenue and Riverside Drive East on behalf of Princeton; and

WHEREAS, SWM Consulting, LLC has provided a proposal to Princeton for purposes of performing the sought-after professional engineering services for the not to exceed contract amount of eighteen thousand one hundred dollars and zero cents (\$18,100.00) 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, SWM Consulting, 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 to 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 \$18,100.00, as more specifically detailed in SWM Consulting’s proposal; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available in account number 04-215-16-020-076-354 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 SWM Consulting, LLC for professional 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. SWM Consulting, LLC shall be paid a fee not to exceed \$18,100.00. 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 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Quinn								
Mayor Lempert								

I, Delores A. Williams, 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 April 24, 2017.

Delores A. Williams, Deputy Municipal Clerk

ATTACHMENTS:

- PSA Memo for SWM Consulting - drainage studies for 3 culverts (DOCX)
- Form PSA (DOCX)
- Snowden, Grover, and Riverside Culverts Flood Study Proposal with JJS Signature - 4-17-17 (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*

MEMORANDUM

DATE: April 18, 2017

TO: Marc D. Dashield, Administrator

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

RE: Professional Services Agreement in the Not to Exceed Amount of \$18,100.00 with Storm Water Management (SWM) Consulting, LLC for Hydrological and Hydraulic Analysis of Three Culverts on Snowden Lane, Grover Avenue and Riverside Drive East

Attached please see a proposal dated April 17, 2017 in the not to exceed amount of \$18,100.00 from SWM Consulting, LLC for stormwater engineering services associated with the analysis of three culverts on Snowden Lane, Grover Avenue and Riverside Drive East. This proposal was requested by the Engineering Department in response to concerns regarding flooding of the three culvert areas during July 30, 2016 and previous storm events.

The proposed services include review of available project data, field reconnaissance and survey, development of hydrologic and hydraulic models, determination of existing flood capacities and development of improvement alternatives. This proposal is Phase I in a two-phase approach, with Phase II including refinement of analyses for the selected alternative, preparation of NJDEP permits (if required) and supporting application documentation, and conceptual cost estimates for budgeting. If viable culvert alternatives are recommended in Phase I for all / any of the three culverts included in this study, a supplemental agreement for the Phase II services will be recommended.

Council's consideration in approving a professional services agreement providing for these services at April 24, 2016 meeting will be appreciated. Sandra Webb, CFO, has confirmed that funds are available in the account #04-215-16-020-076-354.

Please contact me or Alina Ferreira, P.E., Assistant Engineer, if you have any questions.

Attachments

DLS/af

Cc: Jeffrey Grosser, Assistant Administrator
Kathleen Brzezynski, Municipal Clerk
Trishka W. Cecil, Municipal Attorney
Alina Ferreira, P.E., Assistant Engineer
Joseph J. Skupien, P.E., Storm Water Management Consulting, 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 Storm Water Management Consulting, LLC (SWM Consulting), 1108 Old York Road, PO Box 727, Ringoes, NJ 08551 (hereafter referred to as "CONSULTANT").

WITNESS

WHEREAS, PRINCETON desires to obtain professional services for purposes of conducting hydraulic and hydrologic analysis for three culverts on Snowden Lane, Grover Avenue and Riverside Drive East on behalf of Princeton; and

WHEREAS, on April 17, 2017, 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: review available project data, perform field reconnaissance and survey, develop hydrologic and hydraulic models, determine existing flood capacities and develop improvement alternatives. 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 _____, 201_, subject to the termination provisions set forth in subsection 2b. below.
 - b. The Agreement may be terminated by either party, by giving _____() 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 eighteen thousand one hundred dollars and zero cents (\$18,100.00), subject to annual budgetary appropriations.
 - b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit 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.

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**

Kathleen Brzezynski, Clerk

By: _____
Liz Lempert, Mayor

**STORM WATER MANAGEMENT
CONSULTING, LLC.**

By: _____
Joseph J. Skupien, P.E., P.P., President

April 17, 2017

Ms. Deanna Stockton, PE
Princeton Township Engineer
400 Witherspoon Street
Princeton, New Jersey 08540-3496

Re: Proposal for Professional Engineering Services
Phased Conceptual Flood Risk Reduction Study
Snowden Lane, Grover Avenue, and Riverside Drive Culverts

Dear Ms. Stockton:

On behalf of **Storm Water Management Consulting, LLC**, I am pleased to present this proposal to conduct a phased Conceptual Flood Risk Reduction Study of the existing drainage culverts on Snowden Lane, Grove Avenue, and Riverside Drive. The general location of these three Study culverts are shown in Figure 1. Our proposal has been based upon our discussion of the project held during our meeting at your office on March 13, 2017. It has also been based upon our previous analyses of the Grover Avenue and Riverside Drive culverts as part of past Princeton projects.

In accordance with our discussion, the proposed Study will be conducted in two phases with each subject to separate authorization by Princeton. Phase 1 of the Study will include a hydrologic and hydraulic analysis of three existing culverts and the development of conceptual improvements to address the chronic flooding at each one. The analysis will be based upon field surveys of the three culverts and discussions of the flooding with Study area residents and Princeton officials. The results of Phase 1 will be presented at a meeting with the Princeton Engineering Department.

Upon authorization, Phase 2 of the Study will include the preparation of Study Report that will include details and design, permitting, and construction cost estimates for all selected conceptual flood reduction improvements developed during Phase 1. This information will be presented at a meeting with the Princeton Engineering Department and, if requested, with the Princeton Committee and Study area residents.

Details of the Tasks to be included in Phases 1 and 2 of the Conceptual Flood Risk Reduction Study, including the estimated engineering hours to conduct each Task, are presented in Tables 1 and 2, respectively. Please note that, due to the availability of

prior study data, computations, and computer models for the Grover Avenue and Riverside Drive Culverts, certain estimated Phase 1 Task hours for these Culverts will be less than those for the Snowden Lane Culvert. In addition, please note that specific Tasks for Phase 2 of the Study may be modified prior to Princeton's authorization of that Phase to best address Princeton's needs and the results of Phase 1.

Storm Water Management Consulting, LLC proposes to perform the Tasks described in Tables 1 and 2 for both Study Phases on an hourly basis with compensation based upon the actual time required to complete them. Charges for professional engineering services will be based upon an hourly rate of one hundred eighty-five dollars (\$185.00). Travel expenses will be charged at a rate of \$0.55 per mile. All other expenses will be charged at cost. At this time, we estimate that the maximum charge to complete Phase 1 as described in Table 1 above will be eighteen thousand one-hundred dollars (\$18,100.00). Similar to our previous work for Princeton, this amount will not be exceeded without prior authorization by Princeton.

In addition, we estimate at this time that the maximum charge to complete Phase 2 of the Study as described in Table 2 above would be twenty thousand seven-hundred dollars (\$20,700.00). Similar to the final Phase 2 Tasks, this not-to-exceed estimate can be modified prior to Princeton's authorization of this Study Phase.

Thank you for this opportunity to assist Princeton in this important flood risk reduction project. Please feel free to contact me with any questions you may have regarding our proposal. We are prepared to begin Phase 1 of the proposed Study immediately upon receipt of authorization to proceed from Princeton.

Yours truly,

Storm Water Management Consulting, LLC

A handwritten signature in black ink, appearing to read 'J. Skupien', written in a cursive style.

Joseph J. Skupien, PE, PP
President

Figure 1
Location of Study Culverts
Conceptual Flood Risk Reduction Study

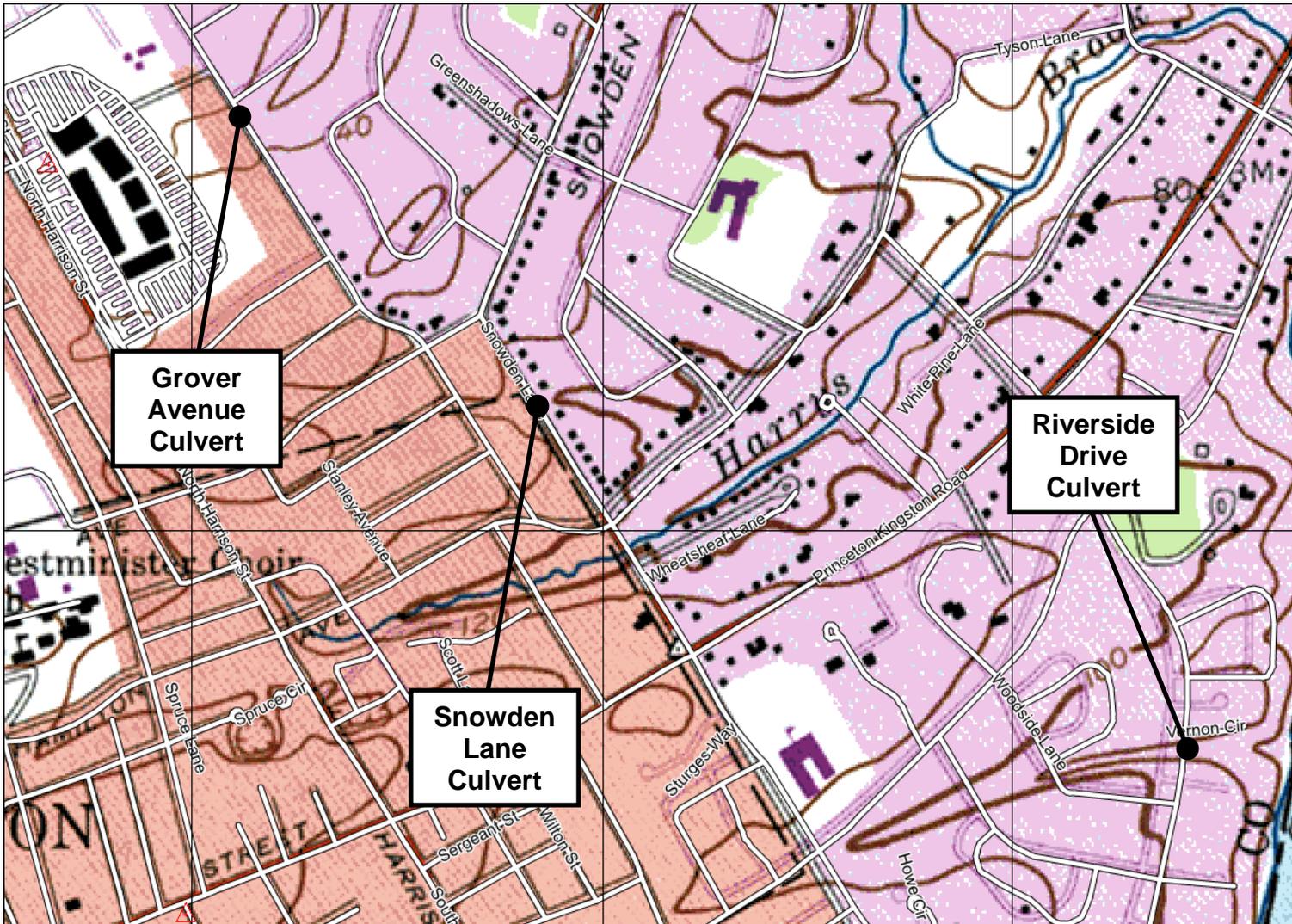


Table 1
Phase 1 Tasks and Estimated Hours
Conceptual Flood Risk Reduction Study

Task No.	Task Description	Snowden	Grover	Riverside	All 3 Culverts
1	Review Available Project Area Data	2	1	1	4
2	Study Area Field Reconnaissance	2	1	1	4
3	Discuss Flood History with Princeton	1	1	1	3
4	Discuss Problem with Property Owners	2	2	2	6
5	Perform Field Surveys and Compile Results	4	4	2	10
6	Develop Hydrologic Model and Discharges	8	1	1	10
7	Develop Hydraulic Model and WSELs	8	4	2	14
8	Determine Existing Flood Capacity	4	1	1	6
9	Develop Conceptual Improvement Alternatives	8	8	8	24
10	Progress Meeting with Engineering Department	1	1	1	3
Subtotal - Estimated Hours		40	24	20	84
+ 15% Contingencies		6	3.6	3	12.6
Total - Estimated Hours		46	27.6	23	96.6
Hourly Engineering Rate		\$185	\$185	\$185	\$185
Total - Estimated Engineering Services		\$8,510	\$5,106	\$4,255	\$17,871
Estimated Expenses		\$90	\$94	\$45	\$229
Total - Estimated Maximum Charge - Phase 1		\$8,600	\$5,200	\$4,300	\$18,100

Table 2
Phase 2 Tasks and Estimated Hours
Conceptual Flood Risk Reduction Study

1	Refine Selected Improvement Alternatives	8	8	8	24
2	Prepare Conceptual Cost Estimates	3	3	3	9
3	Identify Required NJDEP Permits	2	2	2	6
4	Progress Meeting with Engineering Department	2	2	2	6
5	Prepare Study Report	12	12	12	36
6	Meet with Property Owners	4	4	4	12
7	Meet with Princeton Committee	1	1	1	3
Subtotal - Estimated Hours		32	32	32	96
+ 15% Contingencies		4.8	4.8	4.8	14.4
Total - Estimated Hours		36.8	36.8	36.8	110.4
Hourly Engineering Rate		\$185	\$185	\$185	\$185
Total - Estimated Engineering Services		\$6,808	\$6,808	\$6,808	\$20,424
Estimated Expenses		\$92	\$92	\$92	\$276
Total - Estimated Maximum Charge - Phase 2		\$6,900	\$6,900	\$6,900	\$20,700

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 17-131

Resolution Authorizing Up To \$75,000.00 to Purchase 52A Leigh Avenue

WHEREAS, 52A Leigh Avenue is currently occupied by an affordable household and is the subject of a foreclosure action (Docket No. F12644-16); and

WHEREAS, the Princeton Housing Board has recommended that Princeton attend an upcoming Mercer County Sheriff’s Sale to purchase title to the property so that the property can remain a part of the Princeton Affordable Housing Inventory; and

WHEREAS, it is anticipated that the amount of the purchase should be approximately \$75,000; and

WHEREAS, funds are available for this purpose through the Princeton Affordable Housing Trust Fund.

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

1. Princeton is hereby authorized to attend the Sheriff’s Sale related to 52A Leigh Avenue and bid to acquire title to said property for sum not to exceed \$75,000.
2. The Princeton Chief Finance Officer is hereby authorized and directed to make said funds available for the purchase of title to said property from the Princeton Affordable Housing Trust Fund.
3. A certified true copy of this resolution shall be furnished to the Princeton Housing Board upon its adoption.

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

I, Delores A. Williams, 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 April 24, 2017.

Delores A. Williams, Deputy Municipal Clerk

ATTACHMENTS:

- Mayor and Council 4-17-17 52A Leigh(PDF)

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor and Council of Princeton

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



Date: April 17, 2017

Re: Princeton Affordable Housing Program: 52A Leigh Avenue, Sheriff's Sale

Habitat for Humanity of Princeton has been forced to file a foreclosure action against the current affordable occupant of 52A Leigh Avenue. We anticipate that this property will be listed in May 2017 for a Sheriff's sale.

The Princeton Housing Board at its meeting on April 11, 2017 discussed this foreclosure. They adopted a resolution unanimously recommending that Princeton authorize attendance at the Sheriff's Sale and the purchase of this affordable housing unit so that it can remain as a part of the Princeton Affordable Housing Inventory. It is anticipated that the purchase amount will be approximately \$75,000. Funds for this purpose can be utilized from the Princeton Affordable Housing Trust Fund.

I have, therefore, prepared and attach hereto a proposed resolution authorizing this expenditure.

We would appreciate very much if you would consider this request at your meeting on April 24, 2017.

EWS/haf

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

April 17, 2017

Page 2

cc: Marc Dashield, Administrator
Kathy Brzezynski, Municipal Clerk
Deanna Stockton, PE, Municipal Engineer
Alvin McGowan, Chair, Princeton Housing Board
Maureen Fullaway, Affordable Housing Coordinator
Sandra Webb, CFO



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Public Works

RESOLUTION 17-132

**Resolution Authorizing the Award of the Contract Known as
"Princeton Spring 2017 Planting Project" to Sunset Creations, Inc. in
the amount of \$26,125.00**

WHEREAS, the Municipality of Princeton has solicited bid proposals for tree planting at various locations within the Municipality of Princeton for Spring 2017; and

WHEREAS, all bid proposals were opened on April 6, 2017; and

WHEREAS, Princeton received the following bids:

Sunset Creations, Inc., Belle Mead, New Jersey in the amount of \$26,125.00;

TC Landscape Construction, Toms River, New Jersey in the amount of \$33,000.00;

Top Shelf Landscaping, Perrineville, New Jersey in the amount of \$50,907.00; and

WHEREAS, it is the recommendation of the Director of Infrastructure and Operations that the contract be awarded to Sunset Creations, Inc., 355 Route 601, Belle Mead, New Jersey 08502 as the lowest responsible bidder; and

WHEREAS, Princeton's Chief Financial Officer has certified that funds are available to pay for said services.

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 Sunset Creations, Inc., 355 Route 601, Belle Mead, New Jersey 08502 for Princeton Spring 2017 Planting Project, consistent with this Resolution and the above "Whereas" clauses.
2. Sunset Creations, Inc., 355 Route 601, Belle Mead, New Jersey 08502 shall be paid

\$26,125.00.

3. A copy of this Resolution, the Pay-to-Play Forms and the Agreement shall be placed on file in the Office of the Clerk.

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

I, Delores A. Williams, 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 April 24, 2017.

Delores A. Williams, Deputy Municipal Clerk

ATTACHMENTS:

- Memo.MayorandCouncil.Spring2017Planting.BidAward.April24,2017mtg (DOC)
- Bid Summary - Spring 2017 (XLSX)
- Spring2017ConstructionAgreement-Sunset (DOC)



**DEPARTMENT OF INFRASTRUCTURE
AND OPERATIONS**

**1 Monument Drive, Post Office Box 390
Princeton, New Jersey 08542
609-497-7639**

www.princetonnj.gov

Robert A. Hough, P.E., Director

MEMORANDUM

To: Mayor and Council of Princeton

From: Robert A. Hough, P.E.
Director, Department of Infrastructure and Operations

Date: April 17, 2017

Subject: Bid Award
Princeton Spring 2017 Planting Project

Sunset Creations, Inc.
355 Route 601
Belle Mead, New Jersey 08502

On April 6, 2017, the Department of Infrastructure and Operations received three (3) bids for tree planting at various locations within the Municipality of Princeton for Spring 2017. It should be noted that there were six (6) bid document holders. The low bidder is Sunset Creations, Inc., 355 Route 601, Belle Mead, New Jersey 08502 with a bid of Twenty-six Thousand One Hundred Twenty-five Dollars and Zero Cents (\$26,125.00). Attached is a copy of the Bid Summary.

Staff has evaluated the proposals and the accompanying documentation. All supporting documents such as Non-Collusion Affidavit, Stockholder or Partnership Disclosure Statement, New Jersey Business Registration Certificate and New Jersey Public Works Contractor Registration were submitted as required by the Contract and Bidding Documents. The above stated documents have been reviewed by Lisa M. Maddox, Esq., Mason, Griffin & Pierson, P.C., and found to be acceptable.

It should be noted that staff met with representatives of Sunset Creations, Inc. on April 12, 2017 to review the project.

The tree planting costs, \$12,350.00, associated with the "Engineering Road Improvement Projects" portion of this project will be paid for with funds from various engineering department accounts. The tree planting costs, \$13,775.00, associated with the "General Tree Planting" portion of this project will be paid for with funds from the Shade Tree Trust Fund.

Therefore, I recommend the award of the contract for the “Princeton Spring 2017 Planting Project” to Sunset Creations, Inc. with a bid of Twenty-six Thousand One Hundred Twenty-five Dollars and Zero Cents (\$26,125.00).

As always, should you have any questions, please feel free to contact me.

CC: Marc D. Dashield, Administrator
Sandra L. Webb, Chief Finance Officer
Lisa M. Maddox, Esq., Mason, Griffin & Pierson, P.C.

THE MUNICIPALITY OF PRINCETON

PRINCETON SPRING 2017 PLANTING PROJECT

BID SUMMARY

THURSDAY, APRIL 6, 2017, 11:00 AM

WITHERSPOON HALL

BIDDERS		ENGINEERING ROAD IMPROVEMENT PROJECTS	GENERAL TREE PLANTING	TOTAL AMOUNT BID	RANK
ASPEN LANDSCAPING CONTRACTING, INC., UNION, NJ					
CENTRAL JERSEY NURSERIES, HILLSBOROUGH, NJ					
SUNSET CREATIONS, INC., BELLEMEAD, NJ		\$12,350.00	\$13,775.00	\$26,125.00	1
SUSSMAN ENTERPRISES, BRIGANTINE, NJ					
TC LANDSCAPE CONSTRUCTION, TOMS RIVER, NJ		\$15,600.00	\$17,400.00	\$33,000.00	2
TOP SHELF LANDSCAPING, PERRINEVILLE, NJ		\$24,995.00	\$25,912.00	\$50,907.00	3

NOTE : ALL BID DOCUMENT HOLDERS ARE LISTED.

**MUNICIPALITY OF PRINCETON
400 Witherspoon Street
Princeton, New Jersey 08540**

CONSTRUCTION AGREEMENT FOR:

**MUNICIPALITY OF PRINCETON
SPRING 2017 PLANTING PROJECT**

THIS AGREEMENT, made the 24th day of April, 2017 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

SUNSET CREATIONS, INC.
355 ROUTE 601
BELLE MEAD, NEW JERSEY 08502 (“CONTRACTOR”)

Federal ID Number: 222593644/000

In connection with the CONTRACTOR's bid proposal, dated April 24, 2017 and the MUNICIPALITY'S notice of award of same, dated _____, 2017 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

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 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 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: _____

ATTEST or WITNESS:

SUNSET CREATIONS, INC.

By: _____



RESOLUTION 17-133

Resolution Amending 2016 Professional Services Agreement for Public Health Nursing with Kathryn Korwin and Increasing the Not to Exceed Amount, \$17,000.00

WHEREAS, on December 21, 2015, Princeton entered into a 2016 professional services agreement (“PSA”) with Kathryn Korwin, 25 Shara Lane, Pennington, NJ 08534 (“Korwin”) to provide professional public health nursing services, as authorized by the Mayor and Council by resolution; and

WHEREAS, said PSA was for a not-to-exceed amount of \$16,000.00; and

WHEREAS, this amount was based on an initial estimate of the total number of hours required to be provided in 2016 in connection with Korwin’s annual public health services; and

WHEREAS, during the month of December, a communicable disease was reported to the Princeton Health Department and required investigation and ongoing surveillance by a public health nurse; and

WHEREAS, due to disease surveillance requirements, the original agreement for contractual hours was exceeded; and

WHEREAS, it is therefore necessary to increase the PSA’s not-to-exceed amount by \$1,000 to compensate Korwin for the additional services provided in 2016, resulting in a final not-to-exceed amount of \$17,000; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton on this 24th day of April, 2017 as follows:

1. The additional costs for public health nursing services provided in 2016 pursuant to the December 21, 2015 Professional Services Agreement entered into between Katherine Korwin and Princeton are hereby approved.
2. This Resolution, when counter-signed by Katherine Korwin, shall serve as an amendment to the original PSA, bringing the final not-to-exceed contract amount for the above-referenced public health nursing services to \$17,000.00.
3. A notice of this action shall be published in the Princeton Packet as

required by law within ten (10) days of its passage.

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

I, Delores A. Williams, 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 April 24, 2017.

 Delores A. Williams, Deputy Municipal Clerk

ATTACHMENTS:

- Amendment - Council Memo - Public Health Nurse Korwin 2016 exceedance NEW(DOCX)
- 2016 KKORWIN.CONTRACT - AMENDMENT - Not to exceed amount increase (DOC)



Municipality of Princeton

Witherspoon Hall
400 Witherspoon Street
Princeton, NJ 08540

Administration

Telephone 609-924-5176

Fax: 609-924-7627

Website: <http://www.princetonnj.gov>

JEFFREY C. GROSSER, MHS, HO
Assistant Administrator/Health Officer

To: Marc Dashield, Administrator
Kathy Brzezynski, Clerk

From: Jeffrey C. Grosser, MHS, HO – Assistant Administrator/Health Officer

Date: April 13, 2017

Re: Amendment for the 2016 PSA – Public Health Nurse, Kathryn Korwin

Marc,

A time consuming communicable disease investigation took place late in December 2016. As a result the number of hours allotted in the 2016 Professional Services Agreement for Kathryn Korwin, RN – Public Health Nurse-Communicable Disease Nurse was exceeded. Please find an amended 2016 contract with new do not exceed amount of \$17,000. This amount is \$1,000 higher than the originally approved contract. There was money in the health department budget to cover this exceedance.

Best Regards,

Jeffrey C. Grosser
Assistant Administrator/Health Officer

**MUNICIPALITY OF PRINCETON
2016 PUBLIC HEALTH NURSE (COMMUNICABLE DISEASE)
PROFESSIONAL SERVICES AGREEMENT AMENDMENT**

AGREEMENT, made this 24th day of April, 2017 by **Kathryn Korwin, 25 Shara Lane, Pennington, New Jersey 08534** (hereafter referred to as "Provider"), and the **PRINCETON**, a municipal corporation in the County of Mercer and State of New Jersey (hereafter referred to as the "Princeton"), 400 Witherspoon Street, Princeton, New Jersey 08540, acting on behalf of the Princeton Health Department (hereafter referred to as the "Department").

WHEREAS, Princeton and the Provider desire to amend an original agreement dated December 21, 2015 due to an increase in the not to exceed amount for the performance by the Provider of professional services in connection with certain activities being conducted by the Department, as hereafter more particularly stated.

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 professional services and other related duties as follows:

Subject to the availability of funds and the adoption of a final budget by the Mayor and Council of the Princeton, the Provider shall serve as the Public Health Nurse (Communicable Disease) and shall perform professional services and other related duties including, but not limited to, the following:

A. The Provider shall:

1. Establish public health nursing in accordance with all State requirements.
2. Investigate, interview; and report all State recognized communicable disease cases.
3. Utilize the state's electronic disease reporting system.
4. Assist in laboratory reported cases of childhood lead poisoning cases.
5. Survey and review school immunization records for compliance.
6. Assist in Directly Observed Therapy for Tuberculosis treatment.

7. Other public health nursing duties as assigned.
8. Provide oversight of supplemental nursing activities.

B. The Provider shall render said services on a part-time basis.

C. The aforesaid program activities and services rendered by the Provider shall be reviewed for the purpose of determining its compliance with the requirements of the State Department of Health and the Princeton Health Department.

Under this Agreement, the Provider shall at all times act as an independent professional contractor and not as an employee of Princeton and/or the Department, and shall have no authority to act as an agent or representative of the Princeton and/or the Department or to enter into any financial or other contractual commitment on behalf of the Princeton and/or Department without the prior written approval of same granted in accordance with law. This Agreement shall be effective for the calendar year of 2016, unless sooner terminated as provided hereinafter.

2. PAYMENT

(a) Princeton, on behalf of the Department, shall pay the Provider compensation based upon an hourly fee of \$40.00, which compensation is expressly subject to the availability of funds and the approval and adoption of the 2016 Municipal Budget by the Mayor and Council of the Princeton. This payment is subject to a maximum sum of \$17,000.00 appropriated for services performed hereunder during the term of this Agreement, as well as to provide reimbursement for all reasonable and necessary expenses incurred in connection therewith. Payment for fractional periods shall be pro-rata. The foregoing provisions shall constitute the sole and exclusive compensation due the Provider under this Agreement.

(b) Rendition of Invoices. Payment of fees and reimbursement for such expenses incurred will be made upon the submission of invoices by the Provider in the form prescribed by Princeton no later than the tenth (10th) day of the month following each calendar year quarter 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.

3. INSURANCE.

As a condition precedent of this Agreement taking effect, the Provider shall provide the Department with the following documentation:

- (a) A copy of the Provider's current license(s) to practice medicine;

- (b) A copy of the provider's policy(ies) of insurance, indemnifying the Provider against any and all forms of professional malpractice and/or other types of liability, which insurance shall provide liability coverage in an amount not less than \$1,000,000/\$3,000,000.

4. TERMINATION. This Agreement shall be effective for the period provide above, although it may be sooner terminated, with or without cause, for any reason whatsoever, at any time by Princeton or the Provider by giving sixty (60) days written notice.

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

6. 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 Princeton 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 to the Borough.

7. 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 Princeton, which consent shall not unreasonably be refused, and the prior written consent of the patient.

8. COMPLIANCE WITH LAWS. Princeton hereby incorporates into this Contract the mandatory language of Section 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and as further described in "Addendum and Affirmative Action/Employment Goal and Compliance Attachment to Instructions to Bidders for Procurement and Service Contracts"), attached as Exhibit A.

9. WAIVER. In the event of a breach of this Agreement by the Provider, any remedies available to Princeton shall be deemed cumulative and any failure on the part of

Princeton to pursue and/or enforce any or all of its remedies at any time shall not be considered a waiver of any or all said remedies at any time.

10. COMPLETE AGREEMENT: This Agreement and any attachments hereto or incorporated by reference represent 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.

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

ACCEPTED BY:

Kathryn Korwin, RN
Public Health Nurse

ATTEST:

Kathy Brzezynski, Clerk
Princeton

BY:

Elizabeth Lempert, Mayor
Princeton

COMPLIANCE WITH LAWS

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

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

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

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

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

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

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

The 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;

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).



RESOLUTION 17-134

Resolution Amending 2017 Contract for Public Health Nursing Services with Kathryn Korwin in an Amount Not to Exceed \$32,000.00

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

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

WHEREAS, on December 19, 2016 Princeton entered into a professional services agreement (“PSA”) with Kathryn Korwin, to provide public health nursing services, as authorized by the Mayor and Council by resolution adopted December 19, 2016; and

WHEREAS, the Korwin Public Health Nurse PSA was for a not-to-exceed amount of \$18,000.00; and

WHEREAS, this amount was based on Korwin’s tentative estimate of the total cost of her services in connection with annual supplemental public health services; and

WHEREAS, during the month of March, the Princeton Health Department proposed the need for additional nursing hours to offset the prior obligations of a full-time health officer, who also serves as Assistant Administrator; and

WHEREAS, the increase in hours will provide the necessary nursing coverage to ensure disease investigations are performed and communicable diseases contained in a timely fashion; and

WHEREAS, it is being proposed to have the original PSA amended to increase the not-to-exceed amount by \$14,000 to compensate her for the total services provided, resulting in a final contract not-to-exceed amount of \$32,000; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton on this 24th day of April, 2017 that:

1. The additional costs for public health nursing services provided by Kathryn Korwin in connection with public health services are hereby approved, together with an \$14,000

increase in the not-to-exceed amount of the original PSA in order to cover said costs.

2. This Resolution, when counter-signed by Kathryn Korwin, shall serve as a contract amendment to the original contract authorizing the total public health services bringing the final not to exceed contract amount for the above-referenced public health nursing services to \$32,000.

Under this Agreement, Provider shall at all times act as an independent professional contractor and shall have no authority to act as an agent or representative of Princeton or to enter into any financial or other contractual commitment on behalf of the Princeton without the prior written approval of same granted in accordance with law.

Rendition of Invoices: Payment of fees will be made upon the submission of invoices from the Provider to Princeton in duplicate in the form prescribed by the Princeton not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The provider shall give written notice to Princeton when the Provider has billed eighty (80%) of the compensation set forth in paragraph I of the Agreement.

1. The form of contract shall include standard provisions common to professional service agreements entered into by the Princeton and shall be subject to approval by the Princeton Attorney.
2. The contract shall be awarded without competitive bidding as a contract for professional services under the provisions of the Local Public Contracts Law because the subject services will be performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.
3. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								

Mr.Liverman								
Mr. Miller								
Mr. Quinn								
Mayor Lempert								

I, Delores A. Williams, 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 April 24, 2017.

Delores A. Williams, Deputy Municipal Clerk

ATTACHMENTS:

- 2017 KKORWIN.CONTRACT - AMENDMENT (DOC)
- Amendment - Council Memo - Public Health Nurse Korwin 2017 NEW (DOCX)

**MUNICIPALITY OF PRINCETON
2017 PUBLIC HEALTH NURSE (COMMUNICABLE DISEASE)
PROFESSIONAL SERVICES AGREEMENT AMENDMENT**

AGREEMENT, made this 24th day of April, 2017 by **Kathryn Korwin, 25 Shara Lane, Pennington, New Jersey 08534** (hereafter referred to as "Provider"), and the **PRINCETON**, a municipal corporation in the County of Mercer and State of New Jersey (hereafter referred to as the "Princeton"), 400 Witherspoon Street, Princeton, New Jersey 08540, acting on behalf of the Princeton Health Department (hereafter referred to as the "Department").

WHEREAS, Princeton and the Provider desire to amend an original agreement dated December 19, 2016 for the performance by the Provider of professional services in connection with certain activities being conducted by the Department, as hereafter more particularly stated.

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 professional services and other related duties as follows:

Subject to the availability of funds and the adoption of a final budget by the Mayor and Council of the Princeton, the Provider shall serve as the Public Health Nurse (Communicable Disease) and shall perform professional services and other related duties including, but not limited to, the following:

A. The Provider shall:

1. Establish public health nursing in accordance with all State requirements.
2. Investigate, interview; and report all State recognized communicable disease cases.
3. Utilize the state's electronic disease reporting system.
4. Assist in laboratory reported cases of childhood lead poisoning cases.
5. Survey and review school immunization records for compliance.

6. Assist in Directly Observed Therapy for Tuberculosis treatment.
7. Other public health nursing duties as assigned.
8. Provide oversight of supplemental nursing activities.

B. The Provider shall render said services on a part-time basis.

C. The aforesaid program activities and services rendered by the Provider shall be reviewed for the purpose of determining its compliance with the requirements of the State Department of Health and the Princeton Health Department.

Under this Agreement, the Provider shall at all times act as an independent professional contractor and not as an employee of Princeton and/or the Department, and shall have no authority to act as an agent or representative of the Princeton and/or the Department or to enter into any financial or other contractual commitment on behalf of the Princeton and/or Department without the prior written approval of same granted in accordance with law. This Agreement shall be effective for the calendar year of 2017, unless sooner terminated as provided hereinafter.

2. PAYMENT

(a) Princeton, on behalf of the Department, shall pay the Provider compensation based upon an hourly fee of \$40.00, which compensation is expressly subject to the availability of funds and the approval and adoption of the 2017 Municipal Budget by the Mayor and Council of the Princeton. This payment is subject to a maximum sum of \$32,000.00 appropriated for services performed hereunder during the term of this Agreement, as well as to provide reimbursement for all reasonable and necessary expenses incurred in connection therewith. Payment for fractional periods shall be pro-rata. The foregoing provisions shall constitute the sole and exclusive compensation due the Provider under this Agreement.

(b) Rendition of Invoices. Payment of fees and reimbursement for such expenses incurred will be made upon the submission of invoices by the Provider in the form prescribed by Princeton no later than the tenth (10th) day of the month following each calendar year quarter 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.

3. INSURANCE.

As a condition precedent of this Agreement taking effect, the Provider shall provide the Department with the following documentation:

- (a) A copy of the Provider's current license(s) to practice medicine;

- (b) A copy of the provider's policy(ies) of insurance, indemnifying the Provider against any and all forms of professional malpractice and/or other types of liability, which insurance shall provide liability coverage in an amount not less than \$1,000,000/\$3,000,000.

4. TERMINATION. This Agreement shall be effective for the period provide above, although it may be sooner terminated, with or without cause, for any reason whatsoever, at any time by Princeton or the Provider by giving sixty (60) days written notice.

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

6. 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 Princeton 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 to the Borough.

7. 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 Princeton, which consent shall not unreasonably be refused, and the prior written consent of the patient.

8. COMPLIANCE WITH LAWS. Princeton hereby incorporates into this Contract the mandatory language of Section 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and as further described in "Addendum and Affirmative Action/Employment Goal and Compliance Attachment to Instructions to Bidders for Procurement and Service Contracts"), attached as Exhibit A.

9. WAIVER. In the event of a breach of this Agreement by the Provider, any remedies available to Princeton shall be deemed cumulative and any failure on the part of

Princeton to pursue and/or enforce any or all of its remedies at any time shall not be considered a waiver of any or all said remedies at any time.

10. COMPLETE AGREEMENT: This Agreement and any attachments hereto or incorporated by reference represent 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.

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

ACCEPTED BY:

Kathryn Korwin, RN
Public Health Nurse

ATTEST:

Kathleen Brzezynski, Clerk
Princeton

BY:

Elizabeth Lempert, Mayor
Princeton

COMPLIANCE WITH LAWS

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

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

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

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

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

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

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

The 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;

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).



Municipality of Princeton

Witherspoon Hall
400 Witherspoon Street
Princeton, NJ 08540

Administration

Telephone 609-924-5176

Fax: 609-924-7627

Website: <http://www.princetonnj.gov>

JEFFREY C. GROSSER, MHS, HO
Assistant Administrator/Health Officer

To: Marc Dashield, Administrator
Kathy Brzezynski, Clerk

From: Jeffrey C. Grosser, MHS, HO – Assistant Administrator/Health Officer

Date: April 12, 2017

Re: Amendment PSA – Public Health Nurse, Kathryn Korwin

Marc,

I have attached an amended Professional Services Agreement for Kathryn Korwin, RN – Public Health Nurse-Communicable Disease Nurse. Approved at the Council meeting on March 21, 2017, the amendments to the 2017 budget included additional hours for public health nursing that provide assistance to the Assistant Administrator / Health Officer with disease reporting tasks. Ms. Korwin provides primary communicable disease service investigation coverage, school immunization records review and health screenings to the community and primary reporting to the health officer. Ms. Korwin also provides weekly health screenings to residents in Princeton. New Jersey Administrative Code, 8:52-4.1, requires a public health nurse to be employed or contracted with a local health agency.

Best Regards,

Jeffrey C. Grosser
Assistant Administrator/Health Officer



RESOLUTION 17-135

Resolution Amending 2017 Contract for Supplemental Public Health Nursing Services with Carol Nicholas in an Amount Not to Exceed \$26,000.00

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

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

WHEREAS, on December 19, 2016 Princeton entered into a professional services agreement (“PSA”) with Carol Nicholas, to provide supplemental public health nursing services, as authorized by the Mayor and Council by resolution adopted December 19, 2016; and

WHEREAS, the Nicholas Public Health Nurse PSA was for a not-to-exceed amount of \$8,000.00; and

WHEREAS, this amount was based on Nicholas’ tentative estimate of the total cost of her services in connection with annual supplemental public health services; and

WHEREAS, during the month of March, the Princeton Health Department proposed the need for additional nursing hours to offset the prior obligations of a full-time health officer, who also serves as Assistant Administrator; and

WHEREAS, the increase in hours will provide the necessary nursing coverage to ensure disease investigations are performed and communicable diseases contained in a timely fashion; and

WHEREAS, it is being proposed to have the original PSA amended to increase the not-to-exceed amount by \$18,000 to compensate her for the total services provided, resulting in a final contract not-to-exceed amount of \$26,000; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton on this 24th day of April, 2017 that:

1. The additional costs for public health nursing services provided by Carol Nicholas in connection with public health services are hereby approved, together with an \$18,000

increase in the not-to-exceed amount of the original PSA in order to cover said costs.

2. This Resolution, when counter-signed by Carol Nicholas, shall serve as a contract amendment to the original contract authorizing the total public health services bringing the final not to exceed contract amount for the above-referenced public health nursing services to \$26,000.

Under this Agreement, Provider shall at all times act as an independent professional contractor and shall have no authority to act as an agent or representative of Princeton or to enter into

any financial or other contractual commitment on behalf of the Princeton without the prior written

approval of same granted in accordance with law.

Rendition of Invoices: Payment of fees will be made upon the submission of invoices from the Provider to Princeton in duplicate in the form prescribed by the Princeton not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The provider shall give written notice to Princeton when the Provider has billed eighty (80%) of the compensation set forth in paragraph I of the Agreement.

1. The form of contract shall include standard provisions common to professional service agreements entered into by the Princeton and shall be subject to approval by the Princeton Attorney.
2. The contract shall be awarded without competitive bidding as a contract for professional services under the provisions of the Local Public Contracts Law because the subject services will be performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.
3. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

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

I, Delores A. Williams, 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 April 24, 2017.

Delores A. Williams, Deputy Municipal Clerk

ATTACHMENTS:

- Amendment - Council Memo - Public Health Nurse Nicholas 2017 NEW (DOCX)
- 2017 CNICHOLAS.CONTRACT - AMENDMENT (DOC)



Municipality of Princeton

Witherspoon Hall
400 Witherspoon Street
Princeton, NJ 08540

Administration

Telephone 609-924-5176

Fax: 609-924-7627

Website: <http://www.princetonnj.gov>

JEFFREY C. GROSSER, MHS, HO

Assistant Administrator/Health Officer

To: Marc Dashield, Administrator
Kathy Brzezynski, Clerk

From: Jeffrey C. Grosser, MHS, HO – Assistant Administrator/Health Officer

Date: April 12, 2017

Re: Amendment PSA – Public Health Nurse, Supplemental Services

Marc,

I have attached an amended Professional Services Agreement for Carol Nicholas, RN – Public Health Nurse-Communicable Disease and Women, Infant and Children (WIC) Clinic Nurse. Approved at the Council meeting on March 21, 2017, the amendments to the 2017 budget included additional hours for public health nursing that provide assistance to the Assistant Administrator / Health Officer with disease reporting tasks. Ms. Nicholas provides supplemental communicable disease service investigation services, school immunization records review and health screenings to the community and primary oversight of the health and wellbeing of WIC clients. Ms. Nicholas also provides weekly health screenings to residents in Princeton. New Jersey Administrative Code, 8:52-4.1, requires a public health nurse to be employed or contracted with a local health agency.

Best Regards,

Jeffrey C. Grosser
Assistant Administrator/Health Officer

**MUNICIPALITY OF PRINCETON
2017 PUBLIC HEALTH NURSE
SUPPLEMENTAL SERVICES (COMMUNICABLE DISEASE)
PROFESSIONAL SERVICES AGREEMENT AMENDMENT**

AGREEMENT, made this 24th day of April, by **Carol Nicholas, 20 Woodfield Lane, Lawrenceville, NJ 08648** (hereafter referred to as "Provider"), and the **PRINCETON**, a municipal corporation in the County of Mercer and State of New Jersey (hereafter referred to as the "Princeton"), 400 Witherspoon Street, Princeton, New Jersey 08540, acting on behalf of the Princeton Health Department (hereafter referred to as the "Department").

WHEREAS, Princeton and the Provider desire to amend an original agreement dated December 19, 2016 for the performance by the Provider of professional services in connection with certain activities being conducted by the Department, as hereafter more particularly stated.

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 professional services and other related duties as follows:

Subject to the availability of funds and the adoption of a final budget by the Mayor and Council of the Princeton, the Provider shall serve as the Public Health Nurse (Communicable Disease) and shall perform professional services and other related duties including, but not limited to, the following:

A. The Provider shall:

1. Establish public health nursing in accordance with all State requirements;
2. Provide nursing support to Princeton's satellite WIC monthly clinic. Support should include: Completing medical assessment and growth grid on participants, hemoglobin checks, nutrition education, provide breastfeeding education and support, referring participants to other sources as needed.
3. Investigate, interview; and report all State recognized communicable disease cases.
4. Utilize the state's electronic disease reporting system.
5. Assist in laboratory reported cases of childhood lead poisoning cases.

6. Survey and review school immunization records for compliance.
7. Assist in Directly Observed Therapy for Tuberculosis treatment.
8. Provide nursing support in the event of a public health emergency.
9. Other public health nursing duties as assigned.

B. The Provider shall render said services on a part-time basis.

C. The aforesaid program activities and services rendered by the Provider shall be reviewed for the purpose of determining its compliance with the requirements of the State Department of Health and the Princeton Health Department.

Under this Agreement, the Provider shall at all times act as an independent professional contractor and not as an employee of Princeton and/or the Department, and shall have no authority to act as an agent or representative of the Princeton and/or the Department or to enter into any financial or other contractual commitment on behalf of the Princeton and/or Department without the prior written approval of same granted in accordance with law. This Agreement shall be effective for the calendar year of 2017, unless sooner terminated as provided hereinafter.

2. PAYMENT

(a) Princeton, on behalf of the Department, shall pay the Provider compensation based upon an hourly fee of \$40.00, which compensation is expressly subject to the availability of funds and the approval and adoption of the 2017 Municipal Budget by the Mayor and Council of the Princeton. This payment is subject to a maximum sum of \$26,000.00 appropriated for services performed hereunder during the term of this Agreement, as well as to provide reimbursement for all reasonable and necessary expenses incurred in connection therewith. Payment for fractional periods shall be pro-rata. The foregoing provisions shall constitute the sole and exclusive compensation due the Provider under this Agreement.

(b) Rendition of Invoices. Payment of fees and reimbursement for such expenses incurred will be made upon the submission of invoices by the Provider in the form prescribed by Princeton no later than the tenth (10th) day of the month following each calendar year quarter 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.

3. INSURANCE.

As a condition precedent of this Agreement taking effect, the Provider shall provide the Department with the following documentation:

- (a) A copy of the Provider's current license(s) to practice medicine;
- (b) A copy of the provider's policy(ies) of insurance, indemnifying the Provider against any and all forms of professional malpractice and/or other types of liability, which insurance shall provide liability coverage in an amount not less than \$1,000,000/\$3,000,000.

4. TERMINATION. This Agreement shall be effective for the period provide above, although it may be sooner terminated, with or without cause, for any reason whatsoever, at any time by Princeton or the Provider by giving sixty (60) days written notice.

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

6. 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 Princeton 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 to the Borough.

7. 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 Princeton, which consent shall not unreasonably be refused, and the prior written consent of the patient.

8. COMPLIANCE WITH LAWS. Princeton hereby incorporates into this Contract the mandatory language of Section 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and as further described in "Addendum and Affirmative Action/Employment Goal and Compliance Attachment to Instructions to Bidders for Procurement and Service Contracts"), attached as Exhibit A.

9. WAIVER. In the event of a breach of this Agreement by the Provider, any remedies available to Princeton shall be deemed cumulative and any failure on the part of Princeton to pursue and/or enforce any or all of its remedies at any time shall not be considered a waiver of any or all said remedies at any time.

10. COMPLETE AGREEMENT: This Agreement and any attachments hereto or incorporated by reference represent 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.

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

ACCEPTED BY:

Carol Nicholas, RN
Public Health Nurse

ATTEST:

Kathleen Brzezynski, Clerk
Princeton

BY:

Elizabeth Lempert, Mayor
Princeton

COMPLIANCE WITH LAWS

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

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

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

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

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

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

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

The 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;

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).



RESOLUTION 17-136

Resolution Amending 2017 Contract for Animal Boarding Services with Small Animal Veterinary Endowment (S.A.V.E.) in an Amount Not to Exceed \$13,000.00

WHEREAS, Princeton desires to amend an existing professional services agreement in connection with certain activities as hereafter more particularly stated, and

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

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

The Mayor and Clerk are hereby authorized to enter into a contract for professional services with **SAVE, 1010 Rte 601 Skillman, NJ 08558** (hereinafter referred to as "Provider") to provide consultant services for Princeton from **January 1, 2017 through December 31, 2017**, as hereafter more particularly stated.

1. The contract so authorized shall require the Provider to provide professional health services and other related duties as cited in the proposal letter (attached), for a total contract amount not to exceed **\$13,000.00**.

Under this Agreement, Provider shall at all times act as an independent professional contractor and shall have no authority to act as an agent or representative of Princeton or to enter into

any financial or other contractual commitment on behalf of Princeton without the prior written approval

of same granted in accordance with law.

Rendition of Invoices: Payment of fees will be made upon the submission to the Provider to Princeton of invoices in duplicate in the form prescribed by Princeton not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The provider shall give written notice to Princeton when the Provider has billed eighty (80%) of the compensation set forth in paragraph I of the Agreement.

2. The form of contract shall include standard provisions common to professional service agreements entered into by Princeton and shall be subject to approval by Princeton Attorney.

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

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

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

I, Delores A. Williams, 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 April 24, 2017.

 Delores A. Williams, Deputy Municipal Clerk

ATTACHMENTS:

- SAVE MEMO 2017 - Amended (DOCX)
- SAVEContract-2017 - Amended (DOC)



Municipality of Princeton

Monument Hall
One Monument Drive
Princeton, NJ 08540

Princeton Health Department
Telephone 609-497-7608
Fax: 609-924-7627
Website: <http://www.princetonnj.gov/health>

JEFFREY C. GROSSER, MHS, HO
Health Officer

To: Marc Dashield, Administrator
Kathy Brzezynski, Clerk

From: Jeffrey C. Grosser, MHS, HO - Health Officer

Date: April 12, 2017

Re: Amended PSA – Small Animal Veterinary Endowment - SAVE

Marc,

I have attached an amendment to an existing Professional Services Agreement for Small Veterinary Animal Endowment (SAVE). The original PSA was approved by Mayor and Council on December 19, 2016. On March 28, 2017, the municipality was notified that boarding and adoption fees for animals would be increasing, which is the reason for this amended contract. SAVE has not increased their fees in over 11 years.

This facility provides the boarding of all domestic animals from Princeton. Access to an animal boarding facility by the municipality is a requirement of N.J.S.A. 4:19-15.16. SAVE serves as the Municipality's animal shelter.

Best Regards,

Jeffrey C. Grosser
Health Officer

**BOARDING OF ANIMAL SERVICES
2017 PROFESSIONAL SERVICES AGREEMENT AMENDMENT
PRINCETON HEALTH DEPARTMENT AND
SMALL VETERINARY ANIMAL ENDOWMENT (S.A.V.E.)**

This AGREEMENT made this 24th day of April by and between Small Animal Veterinary Endowment (hereinafter referred to as “S.A.V.E”), 1010 Route 601 Skillman, NJ 08558 and Princeton, 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as “Princeton”).

WHEREAS S.A.V.E. is a non-profit corporation of the State of New Jersey which houses animals and places them for adoption;

WHEREAS Princeton, by and through its Animal Control Officer, takes custody of stray animals in accordance with N.J.S.A. 4:19-15.16;

WHEREAS Princeton, from time to time, has a need for a facility for the boarding of animals and places animals with S.A.V.E.;

WHEREAS S.A.V.E. is willing to accept such animals subject to conditions set forth herein;

WHEREAS S.A.V.E. has increased its fees for the first time in 11 years and requires an amended contract for 2017, see changes under number 2 and 7;

WHEREAS the parties agree to memorialize their rights and responsibilities toward each other and to establish procedures for the orderly handling of situations involving the placement of animals with S.A.V.E.

IN CONSIDERATION OF the mutual promises herein and for other good and valuable consideration, the parties agree as follows:

1. PAYMENT - Princeton shall pay, based on submitted invoices, up to a total amount of \$13,000 so that S.A.V.E. will guarantee space for routine boarding of stray dogs and cats at its facility. Payments will be made on a quarterly basis. Annual charges exceeding the total amount will be paid by Princeton at the agreed upon rates for boarding and adoption upon receipt of appropriate invoices from S.A.V.E.
2. BOARDING FEES – the daily boarding rate shall be \$25.00 per day for dogs and cats when the owner reclaims the animal during the seven day holding period. All fees will be credited against the \$13,000.
3. NOTIFICATION TO S.A.V.E. FOR PLACEMENT AND 24 HOUR ACCESS – Princeton shall immediately notify S.A.V.E. of the need for placement of stray dogs or cats and shall provide all available information concerning the condition

of the animal. The Animal Control Officer, or his designee, as well as Princeton Police Department shall have 24 hour access to the S.A.V.E. facility located on Route 601 Skillman, NJ for the drop-off of those animals, but shall make all best efforts to provide prior notification to S.A.V.E. before dropping off an animal.

4. **COMPLETION OF INTAKE FORMS** – At the time of the delivery of a stray dog or cat by Princeton to S.A.V.E., Princeton shall complete any forms required by S.A.V.E., including but not limited to, Animal Control Report and S.A.V.E.’s Intake Form. Princeton shall provide all information available at that time concerning the legal standing of the animal, including but not limited to, the name and address of the actual or putative owner of the animal. Princeton shall be obligated to supplement same should it acquire additional information about the animal. If an animal is dropped off after hours by a designee of Princeton Police Department, the Animal Control Officer will complete the forms and confirm the status of the animal at S.A.V.E. the next business day.
5. **POTENTIALLY DANGEROUS ANIMALS.** A determination as to whether a stray dog or cat is potentially dangerous shall be initially made by Princeton’s Animal Control Officer, or his designee, in conjunction with a representative of S.A.V.E. If such a determination is made, the stray dog or cat will not be placed at S.A.V.E. by Princeton.
6. **ANIMAL CARE** - S.A.V.E. agrees to provide basic food and shelter and veterinary care to any animal accepted from Princeton for a period of up to seven (7) days in consideration of Princeton paying the agreed to daily boarding fees described in the Agreement..
7. **ADOPTION OF ANIMALS.** After the seven (7) day holding period, if an animal housed at S.A.V.E. is not claimed by its owner, the animal will automatically pass into S.A.V.E.’s ownership and it will endeavor to place the animal for adoption. Should S.A.V.E. decline to take ownership of the animal, it must so advise Princeton’s Animal Control Officer and Princeton shall then be obligated to make alternative arrangements for the animal. If the animal control officer is unable to remove the animal from our facility in a timely manner and requests that euthanasia be performed at S.A.V.E. there shall be an added fee of \$40.00 per cat, \$60.00 per dog for euthanasia and disposal in addition to the boarding fee. If the animal is accepted by S.A.V.E. for adoption, the maximum fee for Boarding and Adoption preparation for any animal shall be \$175.00. All fees shall be charged against the \$13,000.
8. **TERM OF AGREEMENT** - This agreement shall be for the period of January 1, 2017 to December 31, 2017. The agreement may be terminated by either party with 60 days written notice by certified, return receipt mail. Notice to Princeton shall be sent to Princeton Clerk, 400 Witherspoon Street, Princeton, NJ 08540. Notice to S.A.V.E. shall be sent to the Executive Director, S.A.V.E., 1010 Route 601 Skillman, NJ 08558.

9. INDEPENDENT CONTRACTOR – During the term of this Agreement, S.A.V.E. shall at all times act as an independent contractor and not as an employee of Princeton and has no authority to act as an agent or representative of Princeton or to enter into any financial or other contractual commitment on behalf of Princeton without the prior written approval of same granted in accordance with the law.

10. INSURANCE - S.A.V.E. shall maintain the following amounts of insurance coverage during the course of this Agreement:

- (1) Standard workers compensations indemnifying S.A.V.E. against any loss arising from liability or injury sustained by any and all agents, servants, or employees of S.A.V.E. who shall be entitled to compensation under the Workers Compensation Law of the State of New Jersey.
- (2) Bodily injury and property damage, each person \$250,000, each occurrence \$500,000.
- (3) All Certificates shall be issued by an insurer that has an AM Best rating of at least AX and which is authorized to underwrite insurance risk for the specific lines of coverage by the Department of Insurance of the State of New Jersey. Said insurer shall provide at least sixty (60) days prior written notice to Princeton of any cancellation or reduction in amount or type of coverage. S.A.V.E. shall provide Princeton with proof of said insurance, along with a certificate naming Princeton of Princeton as additional insured.

EXHIBIT A

Addendum and Affirmative Action/Employment Goal Compliance Attachment to Instruction to Bidders for Procurement and Service Contracts

COMPLIANCE WITH LAWS – During the performance of this contract, S.A.V.E. agrees as follows:

S.A.V.E., where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. S.A.V.E. will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

S.A.V.E. expressly agrees to strictly comply with all Federal, State and local laws, regulations and ordinances as may be applicable to performance of this contract.

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

BY:

Piper H. Burrows, Executive Director
S.A.V.E.

ATTEST:

BY:

Kathy Brzezynski, Clerk
Princeton

Elizabeth Lempert, Mayor
Princeton

COMPLIANCE WITH LAWS

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

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

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

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

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

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

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

The 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;

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Clerk

AGENDA ITEM

Payment of Bills and Claims

ATTACHMENTS:

- Bills and Claims(PDF)

List of Bills - Clearing Claims

Meeting Date: 04/24/2017 For bills from 04/04/2017 to 04/21/2017

Vendor	Description	Payment	Check Total
97 - AARON & COMPANY	PO 24825 WATER COOLER WALL MOUNT FOR SUSAN P	565.48	565.48
569 - ABLE MECHANICAL INC.	PO 23880 BLANKET / BUILDING REPAIR & MAINTEN	2,145.03	
	PO 23880 BLANKET / BUILDING REPAIR & MAINTEN	282.00	2,427.03
2682 - ACCELA, INC. #774375	PO 23747 BLANKET \ SOFTWARE	700.00	700.00
2425 - ACCSES NEW JERSEY, INC	PO 23847 BLANKET / JANITORIAL	1,220.94	
	PO 23847 BLANKET / JANITORIAL	1,220.94	2,441.88
915 - ACE TOPSOIL	PO 23882 BLANKET / ROAD REPAIR & MAINTENANCE	337.87	337.87
2297 - AFFORDABLE HOUSING PROFESSIONALS	PO 24677 AHPNJ MEMBERSHIP DUES	95.00	95.00
2293 - AIR SYSTEMS MAINTENANCE	PO 23883 BLANKET / BUILDINGS REPAIRS & MAINT	800.00	800.00
2242 - ALL SECURE LOCK & SAFE CO	PO 24764 FILE CABINET LOCKS	197.50	197.50
2365 - ALLIE, ROBERT	PO 24803 TOLLS	131.16	131.16
38 - AMERICAN SEW-VAC CENTER	PO 24015 BLANKET / BUILDING SUPPLIES	124.85	124.85
2162 - ANJR - ASSOC. OF NJ RECYCLERS	PO 24663 2017 ANNUAL ANJR MEETING ON APRIL 1	150.00	150.00
484 - AWARDPROS OF PHILADELPHIA	PO 24664 NAME PLATE DAVY/WEST & MAILING	42.04	
	PO 24815 CHRIS MORGAN NAME PLATE	25.68	67.72
2004 - BAKER CHRYSLER PLYMOUTH JEEP	PO 24264 BLANKET/PARTS	739.50	739.50
3405 - BALDINO, LOUIS	PO 24575 EXTERIOR TENNIS WALL PAINTING (PARK	2,400.00	2,400.00
2003 - BARR, R. DONALD	PO 24849 1ST QRT RETIREE MED	1,987.10	1,987.10
1955 - BARRETT, MICHAEL T.	PO 24884 RESOLUTION # 2017-34	9,166.52	9,166.52
61 - BASATEMUR, ADAM A.	PO 24742 2017 MEDICAL REIMBURSEMENT - MAXIMU	107.71	107.71
2043 - BENCHMARK PROFESSIONAL SEMINAR	PO 24558 REGISTRATION FOR PROPERTY/EVIDENCE R	295.00	295.00
80 - BRIDGER, DEREK	PO 24745 MILEAGE FOR CONFERENCE TO ASBURY PA	117.50	117.50
463 - BRITTON INDUSTRIES, INC.	PO 23849 BLANKET / ROAD REPAIRS & MAINTENANC	345.30	345.30
1959 - BROADVIEW NETWORKS	PO 24789 ACCT.#609688AAA2 2/24 - 3/24/17	1,609.82	1,609.82
1588 - BRZEZYNSKI, KATHLEEN	PO 24879 2017 EYEGLOSS REIMBURSEMENT, 4/11/2	150.00	150.00
83 - BUCKS COUNTY INTERNATIONAL INC	PO 23896 BLANKET\ TRUCK PARTS	517.67	517.67
16 - BUSINESS BISTRO INC.	PO 23850 BLANKET / FOOD & DRUGS	171.85	171.85
1945 - C&M AUTOMOTIVE WAREHOUSE	PO 23903 BLANKET/ PARTS	113.71	113.71
53 - CAMMPS	PO 23898 BLANKET / PARTS	3,248.26	
	PO 24019 BLANKET / SEWER	148.86	
	PO 24483 BLANKET/EQUIPMENT REPAIR/PARTS	63.47	3,460.59
1938 - CAMPBELL FOUNDRY CO.	PO 24719 MANHOLE AND INLET CASTINGS	5,773.18	5,773.18
1047 - CANON SOLUTIONS AMERICA, INC.	PO 24567 BLANKET / 2017	339.50	339.50
1703 - CARTAYA, LUIS	PO 24796 CUCOA SEMINAR LUNCHON 4/5/17	12.00	12.00
96 - CENTRAL JERSEY WASTE & RECYCLING, I	PO 23851 BLANKET / TRASH - RESOLUTION 2015-2	46,019.00	
	PO 23852 BLANKET / WASTE REMOV	990.00	47,009.00
1187 - CHRISTINA T. C/F C & E1/FIRSTRUST B	PO 24753 CERT#2016-02 BL-30.03 LT-55 REDEMPT	63,144.15	63,144.15
364 - CINTAS FIRST AID & SAFETY 105	PO 24026 BLANKET / FIRST AID & SAFETY / LD	270.80	270.80
1893 - CITY CONNECTIONS	PO 20456 RESOLUTION # 2016-5: WEBSITE CONSUL	4,550.00	
	PO 24811 ADDITIONAL SERVICES APPROVED PER AD	2,600.00	7,150.00
263 - COMCAST CORPORATION	PO 24865 #8499053100009612 - #00362793 - #00	218.30	218.30
106 - COMMUNICATIONS SPECIALISTS INC.	PO 23825 BLANKET - COMMUNICATION EXPENSES	289.00	289.00
1872 - CONTES BAR/PIZZA	PO 24757 BLANKET / FOOD & DRUGS	200.00	200.00
109 - CONTINENTAL FIRE & SAFETY	PO 24173 BLANKET - GENERAL FIRE EQUIPMENT	622.00	
	PO 24254 BLANKET - EMERGENCY & SAFETY SUPPLI	70.00	692.00
1848 - CUTRONEO, ILENE	PO 24749 NJ PLANNING CONFERENCE 1/26/17-1/27	54.36	54.36
3421 - DANDELION	PO 24761 DANDELION/NASS-TECH MECHANICAL	669.15	669.15
2926 - DASHIELD, MARC D	PO 24886 Reimbursement for Conference for 20	399.00	399.00
1838 - DCRP	PO 24834 Plan 316149 Subplan 051500 2/1/17	622.50	622.50
2961 - DECOTIIS, FITZPATRICK & COLE LLC	PO 18089 RESOLUTION # 2015-33	2,590.00	
	PO 22076 RESOLUTION # 2016-174: PHOTOVOLTAI	545.81	3,135.81
777 - DELL MARKETING L.P.	PO 23166 MDT MOUNT FOR VECHILE	549.99	
	PO 23530 YEAR ONE OF 3 YEAR AGREEMENT MICROS	42,165.58	
	PO 23745 REPLACE HARD DRIVE FOR POWEREDGE SE	99.53	
	PO 24044 DELL XPS LAPTOP FOR ADMINISTRATION	1,861.87	44,676.97
1833 - DELTA DENTAL PLAN OF N.J.	PO 24882 May 2017 INV# PM00000000218395 ACC	17,124.73	17,124.73
2248 - DILAPO, RONALD	PO 24755 REIMBURSEMENT FOR FUEL TO NATIONAL	81.45	81.45
3428 - DING, JIE	PO 24829 REFUND ESCROW 27 MARKHAM RD/DING	420.00	420.00
3417 - DUJETS CORP.	PO 24763 ABORIST SADDLE FOR TREE CLIMBING SA	425.00	425.00
2757 - DYNAMIC SECURITY, LLC	PO 24746 REPAIR TO CAMERA ENCODERS	257.25	257.25
1256 - EASTERN ARMORED SERVICES, INC.	PO 24510 RESOLUTION # 2016-337	8,352.00	8,352.00
1806 - EMANN, MARK V.	PO 24808 JAN. FEB. MARCH 2017 RETIREE MED	939.24	939.24
3047 - EMERGENCY SERVICES SYSTEMS INC.	PO 24453 BLANKET - LIGHTING	1,428.00	1,428.00
1789 - FIRST BYTE CORP	PO 24735 DOWNLOAD OF MODIV FILE	100.00	100.00

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Vendor	Description	Payment	Check Total
1788 - FIUMENERO, MILDRED	PO 24837 MARCH 2017 RETIREE MED B	505.64	505.64
489 - FLEMINGTON CHEVROLET	PO 23906 BLANKET \ PARTS	146.27	146.27
3189 - FLEXFACTS.COM	PO 24568 BLANKET / MONTHLY SERVICES 2017	216.00	216.00
153 - FOLEY, INCORPORATED	PO 23062 RENTAL FOR A WALK BEHIND TRENCHER	1,236.00	1,236.00
155 - FOSTER & COMPANY, INC.	PO 24032 BLANKET / GARAGE EXPENSES	425.21	425.21
1779 - FOWLERS GULF	PO 23928 BLANKET / SERVICE	97.15	97.15
402 - FYR-FYTER SALES SERVICE INC.	PO 24671 ANNUAL BACKFLOW INSPECTION 417 BRIC	600.00	600.00
2246 - GENSERVE INC.	PO 24033 BLANKET / REPAIR & MAINTENANCE	584.50	
	PO 24297 REMOVE AND INSTALL NEW BATTERY CHAR	1,885.00	2,469.50
1747 - GOFFCO INDUSTRIES, INC.	PO 24089 BLANKET / TICKET BOOKS, SUBPOENAS,	819.00	819.00
891 - GOUGH ENGRAVING & AD	PO 24743 PLAQUE - LT. ROBERT TOOLE - RETIREM	117.75	117.75
3433 - GOUMBARI GROUP	PO 24897 REFUND ESCROW GOUMBARI GROUP, LLC	405.69	405.69
170 - GRAINGER	PO 23854 BLANKET / GENERAL SUPPLIES	314.20	
	PO 24164 BLANKET - TOOLS	451.98	766.18
172 - GREATER MERCER TMA	PO 24465 RESOLUTION # 2016-358	460.00	460.00
2361 - GRIGGS FARM	PO 24734 BLANKET - HOA FEES	304.63	304.63
290 - GUSCIORA, WALTER REED	PO 23602 DWI SPECIAL SESSION THURSDAY DECEMB	250.00	
	PO 24203 RESOLUTION # 2017-6	17,499.99	
	PO 24560 DWI SPECIAL SESSION THURSDAY JANUAR	750.00	
	PO 24579 DWI SPECIAL SESSION FRIDAY MARCH 10	250.00	18,749.99
1726 - HAMILTON BUILDING SUPPLY	PO 24035 BLANKET / SUPPLIES & MATERIALS	275.68	275.68
1717 - HARRY HAUSHALTER	PO 24202 RESOLUTION # 2017-5	313.50	313.50
185 - HERMITAGE PRESS INC.	PO 24304 BLANKET/ PRINTING	1,428.00	1,428.00
186 - HESCO ELECTRIC SUPPLY CO. INC.	PO 24036 BLANKET / SUPPLIES & MATERIALS	45.06	45.06
189 - HINKSON'S	PO 24756 BLANKET - STAMPS	139.60	139.60
191 - HOME DEPOT/GECP	PO 23855 BLANKET / GENERAL SUPPLIES	544.75	544.75
894 - HVIDDOCK, DAVE	PO 24795 CUJOA SEMINAR LUNCHON 4/5/17	12.00	12.00
194 - INSTITUTE FOR PROFESSIONAL	PO 24880 DEALING WITH CHALLENGING EMPLOYEES	297.00	297.00
2690 - INTERSTATE BATTERY	PO 23964 BLANKET/ BATTERIES	915.55	915.55
2974 - ISRAELI KRAV MAGA US TRAINING CENTE	PO 24219 REGISTRATION FOR KRAV MAGA NON-COMP	600.00	600.00
4 - J & D SALES	PO 24601 REPAIR OF HOTSYP PW	1,043.76	1,043.76
2907 - JAN PRO OF CENTRAL NJ	PO 24168 BLANKET - CLEANING	495.00	495.00
1649 - JERSEY ELEVATOR	PO 23859 BLANKET / BUILDING REPAIRS & MAINTEN	1,002.70	1,002.70
3359 - JETSAM HAULING LLC	PO 23858 BLANKET / GARBAGE & TRASH REMOVAL	1,484.76	1,484.76
211 - JOHNNY ON THE SPOT INC.	PO 23737 BLANKET\ PARKS	486.55	
	PO 24048 BLANKET - MISCELLANEOUS	40.00	526.55
212 - JOSEPH J. NEMES & SONS, INC.	PO 23950 BLANKET/ MACHINE & EQUIPMENT PARTS	86.38	86.38
988 - K C SERVICE	PO 23916 BLANKET/PARTS	1,094.20	1,094.20
1613 - KONICA MINOLTA BUSINESS SOLUTI	PO 24507 BIZHUB COPIER - JANUARY 2017	2,520.00	2,520.00
3423 - KOPP'S CYCLE LTD	PO 24765 LOTTERY BIKE PRIZE	425.00	425.00
1853 - KORWIN, KATHY	PO 21986 RESOLUTION # 2015-370: PUBLIC HEAL	920.00	
	PO 24197 RESOLUTION # 2016-378	1,960.00	2,880.00
892 - KUCINSKI, STEVEN	PO 24748 2017 MEDICAL EXPENSES	900.00	900.00
2903 - KYOCERA DOCUMENT SOLUTIONS	PO 23738 BLANKET \ SERVICES	3,024.50	
	PO 24634 KYOCERA ECOSYS P5021 COLOR PRINTER	505.00	3,529.50
181 - L-3 MOBILE-VISION, INC	PO 22597 V-ONE R2 8/64 SYSTEM	733.95	733.95
227 - LANGUAGE LINE SERVICES	PO 24397 BLANKET - TELEPHONE	5.10	5.10
1407 - LAW OFFICE OF KAREN L. CAYCI LLC.	PO 24283 RESOLUTION # 2017-51	874.50	
	PO 24860 PROFESSIONAL SERVICES FOR ZONING BO	1,963.50	2,838.00
1600 - LAWMAN SUPPLY CO OF NJ	PO 23485 GLOCK 17TFX 9MM SEMIAUTOMATIC PISTO	2,792.74	2,792.74
244 - LEVINE, KEITH	PO 24792 CELL PHONE CHARGES NOV. 5 THRU MARC	80.00	80.00
1593 - LEXIS NEXIS MATTHEW BENDER	PO 24600 NJ ADMIN CODE T7 - POLLUTANT DISCHA	78.00	78.00
314 - LINE SYSTEMS, INC.	PO 24896 ACCT.# 56132 APRIL 15, 2017	388.81	388.81
396 - LUCK III, GEORGE T	PO 24460 BLANKET - HOURS WORKED	504.00	504.00
1570 - MAJESTIC OIL COMPANY	PO 23857 BLANKET / MOTOR FUELS	8,848.34	8,848.34
1558 - MASON, GRIFFIN & PIERSON	PO 24262 RESOLUTION # 2017-33	27,256.70	
	PO 24262 RESOLUTION # 2017-33	22,812.88	
	PO 24429 AFFORDABLE HOUSING ATTORNEY	14,081.97	
	PO 24429 AFFORDABLE HOUSING ATTORNEY	9,044.21	73,195.76
2653 - MATTICOLI, JOSEPH	PO 24807 CUJOA SEMINAR LUNCH 4/7/17	12.00	12.00
1556 - MAURER, GEOFFREY	PO 24741 TACTICAL SHOTGUN CASES	180.25	180.25
1555 - MAYFLOWER CLEANERS LLC	PO 23827 BLANKET - DRY CLEANING	1,586.55	1,586.55
3404 - MAZZA MULCH, INC.	PO 24723 RESOLUTION # 2017-78	24,722.99	24,722.99

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1553 - MCCAFFREYS MARKET	PO 23884 BLANKET - FOOD	352.56	
	PO 24171 BLANKET - FOOD FD	702.84	1,055.40
1541 - MEADOWLANDS FORD TRUCKS SALES,	PO 24675 REPAIR/REPLACE OF BODY CONTROL MOD.	1,062.27	1,062.27
282 - MERCER COUNTY IMPROV AUTHORITY	PO 23860 BLANKET / TRASH & RECYCLING /	48,774.33	48,774.33
731 - MERCER COUNTY SHERIFF'S OFFICE	PO 24750 TWO (2) SHERIFF'S OFFICERS USED DUR	1,700.00	1,700.00
289 - MGL PRINTING SOLUTIONS	PO 24801 HOMESTEAD BENEFIT 300PK	71.00	71.00
3420 - MOHANA VISWANATHAN & SWEETA PATEL	PO 24752 AQUISITION OF 200 CHERRY VALLEY ROA	10,316.00	10,316.00
2403 - MOISE, ALEX	PO 24846 MILEAGE REINMURSEMENT TAX COLECTION	487.09	487.09
2873 - MORTON SALT, INC	PO 23861 BLANKET / ROAD REPAIRS & MAINTENANC	53,931.29	53,931.29
993 - MOTOROLA SOLUTIONS, INC.	PO 23643 APX 6350 REMOTE MT RADIO	5,048.49	5,048.49
2938 - MRA INTERNATIONAL, INC	PO 24234 SANDISK 64GB FLASH DRIVE	215.25	215.25
2097 - MUNICIPAL WELFARE ASSOCIATES	PO 24717 ELISA MEMBER DUE	115.00	115.00
317 - NAGIN, JACQUELINE	PO 24878 2017 EYEGLASS REIMBURSEMENT, 4/13/2	150.00	150.00
318 - NAMLO INDUSTRIES	PO 23930 BLANKET/ SUPPLY	180.00	
	PO 24107 BLANKET / GENERAL SUPPLIES	163.00	343.00
1489 - NAPA AUTO PARTS	PO 23960 BLANKET/PARTS	80.00	80.00
3316 - NATIONAL ASSOCIATION OF FIELD TRAIN	PO 22947 REGISTRATION FOR NEW JERSEY STATE C	450.00	450.00
323 - NATIONAL PARTS SUPPLY CO.	PO 23937 BLANKET/PARTS	2,753.92	
	PO 23937 BLANKET/PARTS	11.94	
	PO 23966 BLANKET/PARTS	313.42	3,079.28
1483 - NATIONAL RECREATION & PARK ASS	PO 24685 ANNUAL RENEWAL (STENTZ, MOORHEAD, M	590.00	590.00
1445 - NATIONAL WATER MAIN CLEANING	PO 24488 REINSTATE LATERALS AT MT. LUCAS ST	2,614.50	2,614.50
909 - NEIRA, ELISA	PO 24767 NOTARY APPLICATION	45.00	
	PO 24782 Welcoming America Interactive	560.00	605.00
1477 - NENA NJ CHAPTER CONFERENCE	PO 24559 NJ NENA CONFERENCE	550.00	550.00
1033 - NEW JERSEY AMERICAN WATER	PO 24730 218 BRICKHOUSE RD APRIL 2017 ACCT#	155.04	
	PO 24794 GROVER ACCT 1018210022731613	391.62	
	PO 24813 T-BASIN ACCT 1018220014903001	253.07	799.73
351 - NEW JERSEY CONFERENCE OF MAYORS	PO 24816 MAYORS ATTENDANCE WINTER SUMMIT 1/2	70.00	70.00
329 - NEW JERSEY DEPARTMENT OF	PO 24852 PARADE APPLICATION BALANCE - APPLIC	35.00	35.00
343 - NEW JERSEY LEAGUE OF MUNICIPALITIES	PO 24063 BLANKET / ADVERTISING	155.00	155.00
343 - NEW JERSEY LEAGUE OF MUNICIPALITIES	PO 24854 KATHY BRZEZYNSKI, DELORES WILLIAMS	315.00	315.00
3422 - NEW JERSEY MANUFACTURER	PO 24760 NJ MANUFACTURING ESCROW REFUND	6,540.61	6,540.61
334 - NEW JERSEY PLANNING OFFICIALS	PO 24565 ZONING BOARD MEMBER TRAINING	226.00	226.00
346 - NEW JERSEY SOCIETY OF MUNICIPAL ENG	PO 24780 NJSME GENERAL MEMBERSHIP MEETING ON	80.00	80.00
399 - NICHOLAS, CAROL E.	PO 24200 RESOLUTION # 2016-379	1,260.00	1,260.00
3170 - NJ ADVANCE MEDIA, LLC	PO 24002 BLANKET /ADVERTISING	224.46	224.46
2389 - NJ CRIMINAL INTERDICTION, LLC	PO 23769 BLANKET - TRAINING CLASSES	199.00	199.00
757 - NJ E-Z PASS	PO 24744 BLANKET - TOLLS	100.00	100.00
7 - NORCIA CORPORATION	PO 23915 BLANKET \ PARTS	133.00	
	PO 23915 BLANKET \ PARTS	1,524.54	1,657.54
1921 - OCCUPATION MEDICINE SERVICES	PO 24058 BLANKET/HEALTH APPOINTMENT	850.00	850.00
2134 - OFFICE BASICS INC.	PO 24078 BLANKET / COPY PAPER	419.90	419.90
1426 - OGLESBY, VICTORIA	PO 24836 2nd QTR 2017 RETIREE MEDICAL	1,562.50	1,562.50
553 - OLIVES GOURMET BAKERY & DELI	PO 23998 BLANKET/FOOD	147.70	147.70
474 - ONE CALL CONCEPTS, INC.	PO 24111 BLANKET / MARK OUTS	312.50	312.50
2863 - OPENGOV INC.	PO 24881 Open Gov application	8,500.00	8,500.00
591 - PACKET MEDIA LLC	PO 24000 BLANKET /ADVERTISING	382.62	
	PO 24590 BLANKET/ ADV 2017	39.15	
	PO 24857 ZBA APPLICATION FOR 6 HARRIS ROAD A	112.20	533.97
3425 - PALMER PROPERTIES LLC	PO 24771 HULFISH III SITE INSPECTION/PALMER	5,991.31	5,991.31
370 - PCH DEVELOPMENT CORPORATION	PO 24206 RESOLUTION # 2017-11	8,643.99	8,643.99
1752 - PCM/GLOBAL COMPUTER SUPPLIES INC.	PO 24606 SCANSNAP IX500 SCANNER	429.99	429.99
1052 - PETRONE, JOHN JR.	PO 24798 1ST QRT 2017RETIREE DENTAL	5,368.56	5,368.56
808 - POLAR INC.	PO 23862 BLANKET / BUILDINGS & GROUNDS	176.55	
	PO 23862 BLANKET / BUILDINGS & GROUNDS	32.10	208.65
829 - POSITIVE PROMOTIONS INC.	PO 24479 REFLECTIVE SNAP BRACELETS	1,311.03	
	PO 24480 PUI7:ACTBK:POLICE OFFICERS	740.16	2,051.19
2745 - PRINCETON	PO 24824 TAX & SEWER FOR BL-33.04 LT-1.15 CO	2,964.56	
	PO 24840 TAX & SEWER FOR BL-9801 LT-3.114 FO	1,217.23	4,181.79
786 - PRINCETON BUREAU OF FIRE &	PO 24728 105 HAMILTON AVE OCCUPANCY CERTIFIC	70.00	70.00
2209 - PRINCETON FARMER'S MARKET	PO 24624 2017 PLATINUM SPONSORSHIP	2,100.00	2,100.00
588 - PRINCETON FIRST AID & RESCUE SQUAD,	PO 24781 REIMBURSEMENT FOR 50% OF MONTHLY SU	699.00	699.00

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1447 - PRINCETON HEALTHCARE MGMT SERVICES	PO 24668 RESOLUTION 2016-375	1,440.00	1,440.00
50 - PRINCETON ONLINE	PO 24665 DOMAIN REGISTRATION PRINCETONPARKIN	34.99	34.99
3429 - PRINCETON OTOLARYNGOLOY ASSOC PA.	PO 24583 BLANKET\ COVERAGE	837.00	837.00
3426 - PRINCETON STATION DINING LLC	PO 24787 REFUND ESCROW PRINCETON STATION DIN	309.08	309.08
1277 - PRINCETON SUPPLY CORPORATION	PO 23863 BLANKET / JANITORIAL SUPPLIES	891.86	
	PO 24628 PARK RESTROOM CUSTODIAL MATERIALS	2,240.63	3,132.49
66 - PRINCETON TAX DEPT	PO 24817 FOR 2017 1ST & 2ND QTR SEWER	38.01	38.01
596 - PRINCETON UNIVERSITY	PO 24773 4 MERCER ST/PRINCETON UNIVERSITY RE	6,103.16	6,103.16
603 - PSE&G CO	PO 24694 46 BILLIE ELLIS LN MARCH 2017 ACCT	620.97	
	PO 24867 MARCH 2017 SERVICES	3,093.32	
	PO 24867 MARCH 2017 SERVICES	53,023.64	56,737.93
1326 - R&H TRUCK PARTS AND SERVICE	PO 23897 BLANKET / REPAIRS	272.14	272.14
1325 - RALPH K. BADMAN CORP	PO 23929 BLANKET / MACHINERY	683.78	683.78
1204 - RIGGINS INC.	PO 23866 BLANKET / FUEL	11,688.25	11,688.25
1302 - ROBERTS, JACK	PO 24809 2ND QURT 2017 RETIREE MED	1,913.92	1,913.92
427 - RUTGERS UNIVERSITY	PO 24747 17TH ANNUAL CURRENT ISSUES IN PLANN	235.00	235.00
1957 - SAFELITE AUTOGLASS	PO 24701 WINDSHILD REPLACEMENT S2	266.85	266.85
637 - SAMZIE'S UNIFORMS LTD.	PO 24232 BLANKET - UNIFORMS	106.00	
	PO 24232 BLANKET - UNIFORMS	1,750.06	1,856.06
643 - SECURITY & DATA TECHNOLOGIES	PO 24731 FIELD WORK PERFORMED ON 3/2/17	532.81	532.81
1253 - SHI	PO 24258 CAT6 RJ45 PUNCH DOWN JACK	38.00	
	PO 24542 WALL PLATE WITH 4 PORT KEYSTONE JAC	27.00	
	PO 24686 BARRACUDA MESSAGE ARCHIVER 650 WITH	25,308.00	25,373.00
1234 - SOLOW, LEE	PO 24751 SHORT TERM RENTAL WORKSHOP - MARCH	56.71	56.71
835 - SOMERSET COUNTY EMERGENCY SERV	PO 24179 BLANKET - TRAINING	900.00	900.00
1231 - SOSMETAL PRODUCTS INC	PO 23963 BLANKET/SUPPLY	337.92	337.92
843 - SOVIK CLEANING SERVICE	PO 24692 417 BRICKHOUSE RD LIGHT FIXTURE REP	700.00	700.00
702 - STAPLES BUSINESS ADVANTAGE	PO 24827 PRINTER CARTRIDGES FOR ANTHONY GUEV	73.98	73.98
3049 - STATE OF NJ DEPT OF THE TREASURY	PO 24657 STORAGE BOXES W/LIDS, INVOICE #3980	158.70	158.70
1219 - STONY BROOK REG.SEW.AUTH.	PO 24842 4th Quarter Industrial User	5,998.43	5,998.43
1995 - STOUTS II INC	PO 23972 BLANKET/REPAIR	957.04	
	PO 23972 BLANKET/REPAIR	198.00	1,155.04
748 - SUNSET CREATIONS INC.	PO 23942 CP SOUTH FIELD 4 IMPROVEMENTS	2,325.00	2,325.00
533 - THE RODGERS GROUP, LLC	PO 24257 BLANKET - TRAINING	1,875.00	1,875.00
2124 - TINDALL & RANSON	PO 24674 417 BRICKHOUSE RD HVAC MAINTENANCE	378.00	
	PO 24676 417 BRICKHOUSE RD WATER PRESSURE PT	173.55	
	PO 24729 47 BILLIE ELLIS LN WATER LEAK REPAI	449.23	
	PO 24732 105 HAMILTON AVE SHOWER CONTROL KNO	242.00	1,242.78
1190 - TISDALE, TAMMIE	PO 24778 SEMINAR TAX SALE PROCESS & CERTIFIC	84.55	84.55
960 - TRANS UNION RISK	PO 23955 BLANKET/ PROF. SERVICES	110.50	110.50
3416 - TRANSLOC INC.	PO 24800 RESOLUTION # 2017-79	3,200.00	3,200.00
838 - TRAP ROCK INDUSTRIES, LLC	PO 23533 RESOLUTION # 2016-345: ROAD MATERI	2,102.83	2,102.83
3408 - TSINTSIFAS, KONSTANTINA	PO 24791 CELL PHONE CHARGES FOR JAN 22 THRU	40.00	40.00
1164 - U.S DIAGNOSTICS	PO 24215 BLANKET / DRUG SCREENS	274.44	274.44
3369 - URIAS, MELISSA	PO 24766 NOTARY APPLICATION	45.00	45.00
1158 - US ATHLETIC FIELDS	PO 24599 RESOLUTION # 2017-91	3,177.50	3,177.50
1635 - US MUNICIPAL SUPPLY INC.	PO 24301 BLANKET / ROAD SIGNS	48.63	
	PO 24589 HEAVY DUTY BROOM	926.93	975.56
408 - VECTOR SECURITY	PO 23885 BLANKET / BUILDINGS & GROUNDS	51.00	
	PO 23885 BLANKET / BUILDINGS & GROUNDS	51.00	102.00
28 - VERIZON CABS	PO 24222 BLANKET - TELEPHONE EXPENSE	579.68	579.68
959 - VERIZON WIRELESS	PO 24868 #842046190 MAR - APR 10 2017	10,137.63	10,137.63
962 - VERIZON/TRENTON	PO 24883 MARCH 2017	7,246.33	7,246.33
1146 - VOIP NETWORKS	PO 23751 BLANKET / SOFTWARE	315.00	
	PO 24629 REPAIR TO PHONE LINE IN ELEVATOR	255.00	570.00
2 - W.B MASON	PO 23781 BLANKET - OFFICE SUPPLIES	34.23	
	PO 23781 BLANKET - OFFICE SUPPLIES	92.06	
	PO 23879 BLANKET / OFFICE SUPPLIES	27.70	
	PO 23879 BLANKET / OFFICE SUPPLIES	1,088.61	
	PO 24052 BLANKET/ OFFICE SUPPLIES	49.31	
	PO 24057 BLANKET/OFFICE SUPPLIES	901.49	
	PO 24527 BLANKET/ OFFICE SUPPLY	65.45	
	PO 24718 BLANKET / OFFICE SUPPLIES	164.58	2,423.43

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1024 - W.E. TIMMERMAN CO., INC.	PO 23947 BLANKET/ REPAIRS	808.86	808.86
1144 - WASHINGTON OAKS HOA	PO 24126 BLANKET - HOA FEES	1,524.00	1,524.00
764 - WHITE BUFFALO INC.	PO 24318 RESOLUTION # 2016-312	40,019.27	40,019.27
1049 - WINNER FORD OF CHERRY HILL	PO 23145 RESOLUTION # 2016-293: FORD VAN	22,421.50	22,421.50
1071 - XEROX CORPORATION	PO 23881 BLANKET / MONUMENT HALL PHOTOCOPY	882.06	
	PO 24094 BLANKET - COPIER	258.00	1,140.06
1075 - YARDVILLE SUPPLY COMPANY	PO 23878 BLANKET / SUPPLIES & MATERIALS	338.90	
	PO 24163 BLANKET - TOOLS	64.31	
	PO 24229 BLANKET: SUPPLIES. TOOLS, EQUIPMENT	182.51	
	PO 24691 BLANKET FOR 2017 -ENGINEERING SUPPL	13.49	
	PO 24709 ICE-MELT MATERIALS FOR BUILDINGS	179.80	779.01
1116 - YOUNG, LILIAN	PO 24799 2017 RETIREE MED	1,607.94	1,607.94
TOTAL			807,468.05

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-105-200	PERSONNEL - OE	10,322.79			
01-201-20-110-200	MAYOR & COUNCIL OE	366.00			
01-201-20-111-200	ADMINISTRATIVE & EXECUTIVE OE	2,135.00			
01-201-20-120-200	MUNICIPAL CLERK OE	917.80			
01-201-20-125-200	INFORMATION TECHNOLOGY - OE	32,978.48			
01-201-20-130-200	FINANCE ADMINISTRATION OE	489.35			
01-201-20-145-200	COLLECTION OF TAXES OE	1,004.11			
01-201-20-151-200	DEFENSE OF TAX APPEALS OE	313.50			
01-201-20-155-200	LEGAL SERVICES & COSTS OE	40,588.74			
01-201-20-155-450	MGP - LITIGATION	6,432.86			
01-201-20-165-200	ENGINEERING SERVICES OE	352.99			
01-201-20-175-200	HISTORIC PRESERVATION COMMITTEE - OE	3,047.98			
01-201-21-180-200	REGIONAL PLANNING BD. - TWP - OE	215.67			
01-201-21-185-200	ZONING COSTS - OE	1,330.20			
01-201-23-220-200	EMPLOYEE GROUP INSURANCE OE	34,004.34			
01-201-25-240-200	POLICE OE	6,954.13			
01-201-25-265-200	FIRE OE	5,678.40			
01-201-25-267-200	FIRE FACILITIES OE	11,299.34			
01-201-25-275-200	MUNICIPAL PROSECUTOR OTHER EXPENSES	17,499.99			
01-201-26-290-200	ROAD REPAIRS & MAINTENANCE OE	63,098.86			
01-201-26-305-200	GARBAGE & TRASH REMOVAL OE	96,278.09			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	7,793.72			
01-201-26-315-200	VEHICLE MAINT. - ADMIN. OE	3,605.46			
01-201-27-330-200	BOARD OF HEALTH OE	4,767.70			
01-201-27-343-200	DEER MANAGEMENT PROGRAM - OE	40,019.27			
01-201-27-345-200	HUMAN SERVICES OE	515.00			
01-201-27-346-200	JT DRUG ABUSE PROGRAM - TWP - OE	1,104.14			
01-201-28-370-200	JOINT RECREATION BOARD OE	883.59			
01-201-28-375-200	PARK MAINTENANCE OE	6,588.14			
01-201-31-430-200	ELECTRICITY & GAS OE	17,495.83			
01-201-31-431-200	NATURAL GAS OE	7,972.39			
01-201-31-435-200	STREET LIGHTING OE	18,449.87			
01-201-31-440-200	TELEPHONE OE	16,485.77			
01-201-31-455-200	SEWER FACILITIES OPERATING OE	11,878.81			
01-201-31-460-200	GASOLINE OE	20,536.59			
01-201-36-477-200	DEFINED CONTRIB RETIR PLN (DCRP)- OE	622.50			
01-201-43-490-200	MUNICIPAL COURT OE	819.00			
01-201-43-495-200	PUBLIC DEFENDER OE	9,166.52			
01-203-20-105-200	(2016) PERSONNEL - OE		450.00		
01-203-20-111-200	(2016) ADMINISTRATIVE & EXECUTIVE OE		545.81		
01-203-20-125-200	(2016) INFORMATION TECHNOLOGY - OE		49,315.58		
01-203-20-130-200	(2016) FINANCE ADMINISTRATION OE		8,500.00		

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-203-25-240-200	(2016) POLICE OE		4,492.74		
01-203-27-330-200	(2016) BOARD OF HEALTH OE		960.00		
01-203-31-455-200	(2016) SEWER FACILITIES OPERATING OE		1,299.99		
01-203-31-457-200	(2016) STONY BROOK INDUSTRIAL USER OE		5,934.44		
01-204-55-900-001	Accounts Payable			2,590.00	
01-214-55-900-062	THIRD PARTY LIENS PAYABLE			20,144.15	
01-260-05-100	DUE TO CLEARING/CLAIMS			0.00	641,245.63
01-286-55-000-005	RES - FOR TAX SALE PREMIUM			43,000.00	
TOTALS FOR	CURRENT FUND	504,012.92	71,498.56	65,734.15	641,245.63
02-213-44-904-301	PRINCETON UNIVERSITY FIRE			504.00	
02-213-44-911-301	CLEAN COMMUNITIES			926.93	
02-213-44-913-301	ALCOHOL EDUCATION REHAB.			1,250.00	
02-213-44-917-301	RECYCLING GRANT			150.00	
02-260-05-100	DUE TO CLEARING/CLAIMS			0.00	2,830.93
TOTALS FOR	GRANT FUND	0.00	0.00	2,830.93	2,830.93
04-215-11-013-000-000	VARIOUS CAPITAL IMPROVEMENTS ORD 2011-13			549.99	
04-215-13-021-000-000	VARIOUS CAPITAL IMPROVEMENTS ORD 2013-21			3,044.49	
04-215-14-025-000-000	Ordinance 2014-25 Various Imprv			505.00	
04-215-15-007-000-000	Ordinance 2015-7 Various Imprv			42,412.48	
04-215-15-009-000-000	Ordinance 2015-9 Sewer Trust Imprv			5,773.18	
04-215-16-020-000-000	Ordinance 2016-20 Various Imprv			7,098.65	
04-260-05-100	DUE TO CLEARING/CLAIMS			0.00	59,383.79
TOTALS FOR	GENERAL CAPITAL FUND	0.00	0.00	59,383.79	59,383.79
05-201-02-007-200	PARKING OE	13,217.31			
05-201-02-009-000	JITNEY EXPENSES	3,200.00			
05-260-05-100	DUE TO CLEARING/CLAIMS			0.00	16,417.31
TOTALS FOR	PARKING UTILITY OPERATING FUND	16,417.31	0.00	0.00	16,417.31
06-215-16-021-300	Ordinance 2016-21 Various Imprv			22,421.50	
06-260-05-100	DUE TO CLEARING/CLAIMS			0.00	22,421.50
TOTALS FOR	PARKING UTILITY CAPITAL FUND	0.00	0.00	22,421.50	22,421.50
17-260-05-100	Due To Claims/Clearing			0.00	9,888.03
17-290-20-000-000	PROFESSIONAL FEES			3,347.42	
17-290-30-000-000	CERTIFICATE OF OCCUPANCY			6,540.61	
TOTALS FOR	ESCROW	0.00	0.00	9,888.03	9,888.03
21-201-12-110-200	CONSTRUCTION EXPENSES - OE	1,464.00			
21-260-05-100	DUE TO CLAIMS/CLEARING			0.00	1,464.00
TOTALS FOR	TRUST FUND	1,464.00	0.00	0.00	1,464.00
30-260-05-100	DUE TO CLAIMS/CLEARING			0.00	12,514.47
30-290-00-000-000	APPROPRIATIONS			12,514.47	
TOTALS FOR	ESCROW FUND	0.00	0.00	12,514.47	12,514.47

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
40-201-20-105-200	AFFORDABLE HOUSING BOARD OE	41,302.39			
40-260-05-100	DUE TO CLAIMS/CLEARING			0.00	41,302.39
TOTALS FOR	AFFORDABLE HOUSING UTILITY	41,302.39	0.00	0.00	41,302.39

Total to be paid from Fund 01 CURRENT FUND	641,245.63
Total to be paid from Fund 02 GRANT FUND	2,830.93
Total to be paid from Fund 04 GENERAL CAPITAL FUND	59,383.79
Total to be paid from Fund 05 PARKING UTILITY OPERATING FUND	16,417.31
Total to be paid from Fund 06 PARKING UTILITY CAPITAL FUND	22,421.50
Total to be paid from Fund 17 ESCROW	9,888.03
Total to be paid from Fund 21 TRUST FUND	1,464.00
Total to be paid from Fund 30 ESCROW FUND	12,514.47
Total to be paid from Fund 40 AFFORDABLE HOUSING UTILITY	41,302.39
	807,468.05

Checks Previously Disbursed

415	NJSHBP ACT	PO# 24848	307,869.54	4/13/2017
413	NJSHBP ACT	PO# 24847	104,763.76	4/13/2017
412	HOGANCAMP, STEPHEN	PO# 24810	2,120.58	4/12/2017
			414,753.88	

Total paid from Fund 01 CURRENT FUND	414,753.88
	414,753.88

Total for this Bills List: **1,222,221.93**



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Clerk

RESOLUTION 17-137

Resolution Authorizing An Agreement with Princeton Community Housing in an amount not to exceed \$3,150.00 for project management services for the Griggs Farm balcony project.

WHEREAS, there exists a need for project management services to assist with the repair of decks within the Griggs Farm Community owned by low or moderate income households; and

WHEREAS, Princeton Community Housing has offered to provide said services to the municipality for a sum not to exceed \$3,125.00; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., authorizes the municipality to award a contract for these services without public bidding because the contract amount does not exceed the applicable bid threshold; and

WHEREAS, the Chief Financial Officer has certified that adequate funds are available for this purchases.

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

1. A contract is hereby awarded to Princeton Community Housing for provision of project management services, specifically in connection with the repair of decks for units owned by low or moderate income households within the Princeton Community, for sum not to exceed \$3,125.00.
2. The Mayor and Clerk are authorized and directed to execute an agreement for these services, which said agreement shall be file in the Office of the Municipal Clerk and may be inspected during regular office hours.
3. Funds for these services shall be charged against the Princeton Affordable Housing Trust Fund as an administrative expense for the Princeton Affordable

Housing Program.

4. This contract is awarded without competitive bidding in accordance with the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-3, on the basis that it does not exceed the applicable bid threshold.

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

I, Delores A. Williams, 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 April 24, 2017

 Delores A. Williams, Deputy Municipal Clerk

ATTACHMENTS:

- Mayor and Council 4-17-17 Griggs (PDF)
- Agreement Griggs Farm (DOCX)
- Griggs Exhibit A (PDF)
- Griggs Exhibits B and C (DOCX)

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor and Council of Princeton

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



Date: April 17, 2017

Re: Princeton Affordable Housing Program: Project Management Services Agreement for Griggs Farm Balcony Repairs

In September 2016, Princeton authorized a contract with John D. S. Hatch, FAIA of the Clarke Caton Hintz firm to inspect balconies on the affordable housing ownership units within the Griggs Farm community. Mr. Hatch determined that there are at least 36 balconies in need of repair.

The Princeton Housing Board at its meeting on April 11, 2017, voted unanimously to recommend to the governing body retaining Princeton Community Housing, Inc. ("PCH") to provide project management services in order to determine the final scope of repairs for the individual units and assist Princeton in retaining a contractor to undertake and complete during the summer of 2017 the deck repairs. The cost of these services will not exceed \$3,125.00. Funds can be utilized from the Princeton Township Affordable Housing Trust Fund for these services.

To this end, I have prepared and attach hereto a proposed resolution and agreement.

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

April 17, 2017

Page 2

I would appreciate your considering this request at your meeting on April 24, 2017.

EWS/haf

Encls.

cc: Marc Dashield, Administrator
Kathy Brzezynski, Municipal Clerk
Deanna Stockton, PE, Municipal Engineer
Alvin McGowan, Chair, Princeton Housing Board
Maureen Fullaway, Affordable Housing Coordinator
Edward Truscelli, Executive Director, PCH

SERVICES AGREEMENT

This agreement entered into on this 24th day of April 2017, by and between the Municipality of Princeton, a Municipal Corporation of the State of New Jersey, having its principal offices located at 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as “Princeton”) and Princeton Community Housing, Inc., a non-profit corporation in the State of New Jersey, having its principal offices located at One Monument Drive, Princeton, New Jersey 08540 (hereinafter referred to as “Consultant”).

WITNESS

WHEREAS, Princeton requires Project Management Services in connection with the repair of decks within the Griggs Farm Community for units owned by low or moderate income households; and

WHEREAS, Princeton has adopted a resolution authorizing the award of an agreement to the Consultant to undertake and complete said work without public bidding, as permitted by the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-3.

NOW, THEREFORE, it is agreed by and between Princeton and the Consultant as follows:

1. Princeton hereby retains the Consultant to undertake and complete Project Management Services to assist Princeton with the repair of decks within the Griggs Farm community of units owned and occupied by low or moderate income households.
2. The nature and scope of services to be provided are set forth in the Consultant’s proposal dated April 10, 2017, a copy of which is attached hereto as Exhibit A and made a part hereof.
3. Princeton agrees to pay the Consultant at the rate of \$125.00 per hour for a sum not

to exceed \$3,125.00 for the services set forth in Exhibit A. Consultant shall bill Princeton monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month. Princeton agrees to pay Consultant within thirty (30) days of receipt of an audited and approved voucher.

4. The work to be undertaken and completed pursuant to this Agreement shall be coordinated with the Princeton Affordable Housing Coordinator.

5. The parties hereby incorporate by reference into this Agreement the affirmative action/nondiscrimination language as set forth on Exhibit B attached.

6. Consultant agrees to comply with the provisions of the New Jersey Business Registration Act, N.J.S.A. 52:32-14 and provide to Princeton with a copy of its New Jersey Business Registration Certificate as required in the Exhibit C attached.

7. 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.

8. Consultant is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if Consultant receives contracts in excess

of \$50,000 from public entities in a calendar year. It is Consultant's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

9. Prior to commencing work, Consultant shall furnish Princeton with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation and employer's 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.

10. 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.

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

ATTESTED:

PRINCETON

By: _____
Kathleen Brzezynski,
Municipal Clerk

By: _____
Liz Lempert, Mayor

WITNESS:

PRINCETON COMMUNITY
HOUSING, INC.

By: _____
Edward Truscelli,
Executive Director



Princeton Community Housing

Provides, manages & advocates for affordable housing

One Monument Drive, Lower Level, Princeton, NJ 08540
609-924-3822 www.princetoncommunityhousing.org

Project Management Services Proposal

Executive Summary-Scope of Work

PCH Development Corporation (PCHDC), an affiliate of Princeton Community Housing, appreciates the opportunity to provide a response to Princeton's request for a proposal for specific project management services. These services would include consulting with Princeton's selected architectural professional to assist in the preparation of bid documents for the necessary repairs to the wooden decks for the 70 affordable sale units monitored by Princeton at the Griggs Farm community located on Route 206 and Cherry Valley Road. Services would also include review of bids received by Princeton for the repair work. PCHDC serves as the property manager for the 70 affordable rental units at Griggs Farm owned by Griggs Farm, Inc. (a Princeton Community Housing affiliated entity) and has successfully collaborated with an architect to prepare bid documents for similar repairs to the wooden decks for these affordable rental units. PCHDC has also successfully engaged a contractor to complete the necessary repairs to the wood decks for the affordable rental units at Griggs Farm.

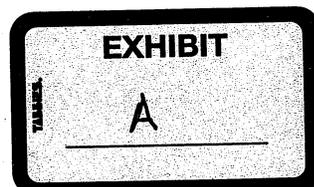
Princeton Community Housing Background

Since its founding in 1967, Princeton Community Housing has developed and currently manages, through PCHDC, 466 units of rental housing in Princeton for people with low and moderate incomes. Princeton Community Housing and its affiliate nonprofit communities support the growth, development and management of affordable housing in the Princeton area. These communities include:

- Griggs Farm, Inc. owns 70 family rental inclusionary units at the Griggs Farm community on Cherry Valley Road in Princeton, consisting of one and two-bedroom apartments and three-bedroom townhouses. Opened in 1989, the Griggs Farm community combines a total of 280 privately owned, market rate townhouses, moderate income sales units, and low income rental units.



Griggs Farm

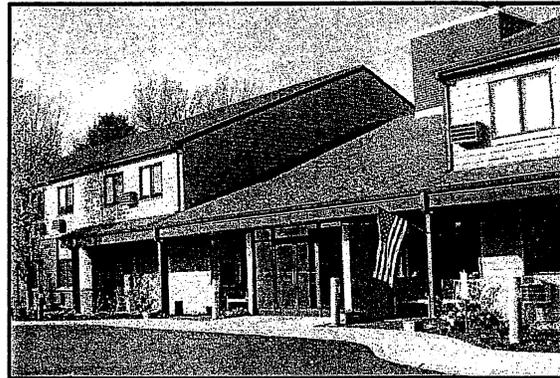


- PCV Group, Inc. is the managing General Partner of Princeton Community Village Associates L.P., the owner of 238 low and moderate income rental units for families ranging in size from one-bedroom apartments at Holly House to four-bedroom townhouses at Princeton Community Village on Bunn Drive in Princeton.



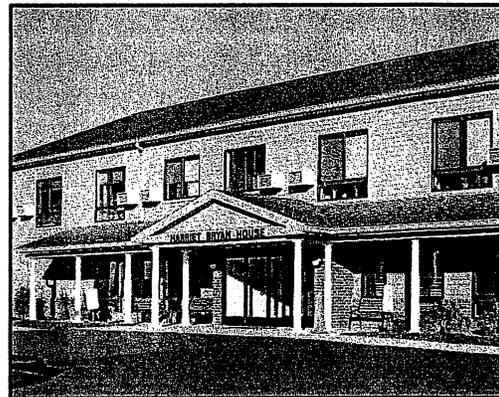
Clubhouse, Princeton Community Village

- Elm Court, Inc. owns 88 units consisting of 66 one-bedroom apartments and 22 studios at Elm Court on Elm Road in Princeton, serving low and moderate income elderly residents and mobility impaired persons of all adult ages.



Elm Court

- Elm Court II, Inc. owns 67 one-bedroom apartments at Harriet Bryan House, adjacent to Elm Court and serving very low income elderly residents.



Harriet Bryan House

- In addition to managing units that PCH and its affiliates own, PCHDC currently manages 5 very low and low income apartments for Princeton at 100 Leigh Avenue, 5 units for Princeton University at 135 Bayard Lane and 10 low and moderate income condominiums of individual ownership at both Shirley Court and Maclean Street. Please visit <http://www.princetoncommunityhousing.org> for more information about the organization.



Qualifications and Experience

PCHDC will provide the administrative agent services via the full time staff outlined below:

- **Ed Truscelli, Executive Director**, will provide the consulting services. In addition to leading PCHDC residential property management team, Ed and his colleagues managed the professionals who designed and implemented the repairs to the wooden decks of the Griggs Farm, Inc. affordable rental units. Ed is a graduate of Columbia University and earned a Master of Architecture degree from the University of Virginia. Ed is a licensed architect in New Jersey.

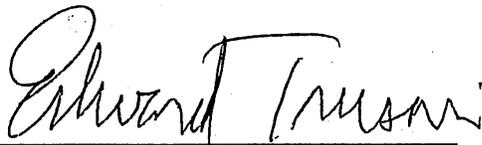
Fee Structure

Based on the discussion at a meeting on March 31 with representatives from the municipality and the Affordable Housing Board, PCHDC proposes an hourly consulting fee of \$125/hour with a not to exceed total of 25 hours for the scope of work described above. PCHDC will maintain detailed records of time expended on the scope of work and submit any resulting billing to the Municipal Housing Coordinator on a monthly basis.

Thank you for the opportunity to present this proposal. Please contact us at your convenience if you have any questions or need any other information.

We look forward to working with you.

Sincerely,



Edward Truscelli, Executive Director



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 17-138

Resolution Authorizing Change Order No. 1 in the Not to Exceed Amount of \$2,800.82 with Mazza Mulch Inc. for the Cherry Valley Road Tree Removal Project, Resulting in an Amended Contract Amount of \$45,050.70

WHEREAS, pursuant to duly advertised Notice to Bidders in accordance with the New Jersey Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, bids were received and a tree removal contract awarded to Mazza Mulch, Inc. for the Cherry Valley Road Tree Removal Project for a contract amount of forty two thousand two hundred forty nine dollars and eighty eight cents (\$42,249.88); and

WHEREAS, the Princeton Engineering Department recommends the authorization of a Change Order in the amount of two thousand eight hundred dollars and eighty two cents (\$2,800.82) for additional tree removal work was identified within and just outside of project limits.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton that a Change Order in the amount of two thousand eight hundred dollars and eighty two cents (\$2,800.82) is hereby approved for the Cherry Valley Road Tree Removal Project that will provide for additional tree removal work was identified within and just outside of project limits. The new and final contract amount shall be forty five thousand fifty dollars and seventy cents (\$45,050.70).

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Quinn								

Mayor Lempert								
---------------	--	--	--	--	--	--	--	--

I, Delores A. Williams, 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 April 24, 2017.

Delores A. Williams, Deputy Municipal Clerk

ATTACHMENTS:

- Change Order - Cherry Valley Road Tree Removal - Memo (DOCX)
- Change Order - Amended Contract - Tree Removal -Cherry Valley Road(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*

MEMORANDUM

DATE: April 17, 2017

TO: Marc D. Dashield, Administrator

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

RE: Change Order No. 1 in the Not to Exceed Amount of \$2,800.82 with Mazza Mulch Inc. for the Cherry Valley Road Tree Removal Project, Resulting in an Amended Contract Amount of \$45,050.70

On February 27, 2017 Council awarded a contract to Mazza Mulch Inc. for the above referenced project. During the tree removal work, additional tree removal work was identified within and just outside of project limits.

It is respectfully requested that Change Order No. 1, in the not to exceed amount of \$2,800.82 (approximately 7% over the contract amount), for the above contract be considered by the Princeton Council at their April 24, 2017 meeting. The CFO certifies that sufficient funds are available in account #04-215-15-007-076-338. The amended contract amount is as follows:

Contract Amount	\$42,249.88
Change Order No. 1	\$2,800.82
New Contract Amount	\$45,050.70

Please contact me if you have any questions.

DS/cc

cc: Kathleen Brzezynski, Municipal Clerk
Sandra Webb, CFO
Trishka W. Cecil, Municipal Attorney
Alina Ferreira, P.E., Assistant Engineer
Jeff Laux, E.I.T., Construction Engineer
Rich Decker, Project Inspector
Mazza Mulch Inc.

**MUNICIPALITY OF PRINCETON
CONSTRUCTION AGREEMENT
FOR:**

Cherry Valley Road Tree Removal Project

THIS AGREEMENT, made the 24th day of April, 2017, 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

Mazza Mulch Inc., 3230A Shafto Road, Tinton Falls, NJ 07753 ("CONTRACTOR")
(Federal I.D. No. 47-2033013/000).

In connection with the CONTRACTOR's bid proposal, dated February 15, 2017, the MUNICIPALITY's notice of award of same, dated February 27, 2017, and a Change Order No. 1 dated April 17, 2017, the 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 as follows:

Original Contract Amount: \$42,249.88 (forty two thousand two hundred forty nine dollars and eighty eight cents);

Change Order No. 1: \$2,800.82 (Two thousand eight hundred dollars and eighty two cents);

Total Amended Contract Amount: \$45,050.70 (forty five thousand fifty dollars and seventy 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

Kathleen Brzezynski, Clerk

By: _____
Liz Lempert, Mayor

ATTEST or WITNESS:

Mazza Mulch Inc.

By: _____



RESOLUTION 17-139

Resolution Authorizing the Execution of Memorandum of Understanding with Mercer County to acquire a Shelter Trailer.

WHEREAS, by Resolution No. 15-361, the Mayor and Council authorized the execution of a County Wide Mutual Aid Agreement with Mercer County (“Agreement”); and

WHEREAS, consistent with said Agreement, Mercer County, in consultation with the State of Jersey, has agreed to acquire a cache of trailers, cots and blankets to provide resources necessary to support and coordinate anticipated need for mass care services with municipal agencies responsible for sheltering during emergency disasters; and

WHEREAS, Mercer County has presented Princeton with a Memorandum of Understanding which provides that Princeton will receive a trailer, cots and blankets from Mercer County, as designated by the County Mass Care Committee, to provide a municipal shelter with resources for use in emergencies and disasters, at no cost to the municipality; and

WHEREAS, the grant of this temporary shelter to Princeton is conditioned upon: (1) Princeton’s maintenance and storage of the shelter and items therein; and (2) Princeton’s acknowledgment that if Princeton is not in need of the shelter but another jurisdiction is in need of same to respond to an emergency, Mercer County has the right to designate use of the shelter in such other jurisdiction to respond to said emergency, which thereafter shall be returned to Princeton.

NOW, THEREFORE, BE IT RESOLVED by the Princeton Council on this 24th day of April, 2017 that:

1. The above preamble is incorporated herein as if set forth at length.
2. Princeton hereby accepts a trailer, cots and blankets from Mercer

County, as designated by the County Mass Care Committee, to provide a municipal shelter with resources for use in emergencies and disasters, at no cost to Princeton.

3. The Mayor and Clerk are hereby authorized and directed to execute a Memorandum of Understanding consistent herewith. The final content and form of the agreement shall be subject to the approval of the Municipal Attorney’s Office.

4. A copy of this Resolution shall be placed on file in the Office of the Municipal Clerk.

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

I, Delores A. Williams, 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 April 24, 2017

 Delores A. Williams, Deputy Municipal Clerk

ATTACHMENTS:

- Princeton Shelter MOU with County of Mercer (DOC)

**MEMORANDUM OF UNDERSTANDING
AGREEMENT BETWEEN MERCER COUNTY
AND
THE MUNICIPALITY OF PRINCETON, NJ.**

This Memorandum of Understanding (MOU) dated this 24th day of April, 2017, is entered into by the County of Mercer and the Municipality of Princeton, NJ.

WHEREAS, the State of New Jersey has determined, as part of its strategy for the Homeland Security Initiatives, to prepare Mercer County Emergency Management, Law Enforcement, Emergency Services and the Health Departments to handle acts of terrorism and natural disasters; and

WHEREAS, Mercer County through its County Working Group (CWG) has agreed to acquire a cache of trailers, cots and blankets to provide resources necessary to support and coordinate anticipated need for mass care services with agencies responsible for sheltering during emergency disasters; and

WHEREAS, the participating municipality entering this agreement shall obtain a trailer, cots and blankets from the County of Mercer as designated by the County Mass Care Committee to provide municipal shelters with resources for use in emergencies and disasters, at no cost to the participating municipality; and

WHEREAS, pre-supplied inventory protects the best interest of the person and property in each individual jurisdiction.

NOW, THEREFORE, it is agreed by and between the County of Mercer and the Municipality of Princeton as follows:

1. The Municipality of Princeton agrees to maintain and store the trailer and the amount of cots and blankets distributed by Mercer County.
2. In the event that the Municipality of Princeton is not in need of the trailer, cots and blankets during particular emergency situations, the Mercer County Office of Emergency Management may designate use of the trailer in another jurisdiction. It is understood between the parties hereto that the relocation would be provisional and the trailer, cots and blankets shall be returned to the municipality entered in this agreement.

3. This agreement does not supersede any agreement either formal or informal between jurisdictions (e.g. state or federal governments) or between Responding Units (e.g. fire departments of different municipalities).

IN WITNESS WHEREOF, the County of Mercer has executed this Agreement and affixed its corporate seal on the date indicated. By executing this agreement, the Municipality of Princeton acknowledges that said execution has been duly authorized by proper Resolution, a copy of which is annexed to this agreement.

(Signature of Authorized Official)
Brian M. Hughes
Mercer County Executive

(Date)

(Signature of Authorized Official)
Jerlene H. Worthy
Clerk to the Board

(Date)

For the Municipality of Princeton, NJ.:

(PLEASE PRINT NAME)

(Signature of Authorized Official)
The Municipality of Princeton, NJ.

(Date)

(PLEASE PRINT NAME)

(Signature of Authorized Official)
The Municipality of Princeton, NJ.

(Date)



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Engineering

AGENDA ITEM

Release of a maintenance bond in the amount of \$136,774.22 along with any remaining escrows and inspection fees for the Short Term Academic Housing Preliminary and Final Site Plan to the Institute for Advanced Study

ATTACHMENTS:

- IAS-short term Academic Housing rel of Maintenance (PDF)

ENGINEERING DEPARTMENT

DATE: April 4, 2017
TO: Marc Dashield, Princeton Administrator
FROM: Deanna Stockton, PE, CME, Municipal Engineer *DS*

PROJECT: **Institute for Advanced Study – Short Term Academic Housing**
Applicant: Attn. Thomas O’Shea, P.E.
Van Note - Harvey & Associates
103 College Road East 3rd Floor
Princeton, NJ 08540

<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:

1. Performance Guaranty:
Expiration Date: _____ Amount: _____
Form: Issued By: _____
2. Maintenance Guaranty
Expiration Date: April 27, 2017 Amount: \$136,774.22
Form: LOC No. 18114937-00-000 Issued by PNC Bank

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: Delores Williams, Deputy Municipal Clerk
Sandra Webb, CFO
Jack West, P.E., Land Use Engineer
Rosanna Roberto, Administrative Assistant



Municipality of Princeton

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

*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 Performance Guarantee Release
Institute for Advanced Study
Short Term Academic Housing
PT089686P

Date: April 4, 2017

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: Sandy Webb,
Claudia Ceballos



RESOLUTION 17-140

Resolution Authorizing the Cancellation of Sewer Billing for the Year 2016 on Block 7307, Lot 2

WHEREAS, the 2016 Extended Tax Duplicate listed Block 7307, Lot 2, listed as, owned by Princeton, and;

WHEREAS, the 2016 Extended Tax Duplicate listed Block 7307, Lot 2 with an Assessed Value of \$452,400, and;

WHEREAS, Princeton has been incorrectly billed for 2016 sewer in the amount of \$141.90, and;

NOW, THEREFORE, BE IT RESOLVED on this 24th day of April, 2017, by the Mayor and Council of Princeton, County of Mercer, State of New Jersey, that sewer fees totaling \$141.90 are hereby canceled and the Princeton Tax Collector is authorized to adjust her records for 2016, and is hereby released from the collection of the same.

2016 \$141.90 Block 7307, Lot 2
Location-8 Clearview Ave.

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

I, Delores A. Williams, 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 April 24, 2017

Delores A. Williams, Deputy Municipal Clerk

ATTACHMENTS:

- memo bl-7307 lt-2 CANCEL SEWER (DOC)



Tax Collector-Tammie Tisdale
Princeton Municipal Building
400 Witherspoon Street
Princeton, NJ 08540
609-924-1058
Fax 609-688-2033
www.princetonnj.gov
ttisdale@princetonnj.gov

MEMORANDUM:

To: Liz Lempert, Mayor
Jenny Crumiller, Council President
Jo Butler, Councilwoman
Heather Howard, Councilwoman
Lance Liverman, Councilman
Bernard Miller, Councilman
Timothy Quinn, Councilman

Cc: Marc Dashield, Princeton Administrator
Sandra Webb, Chief Financial Officer Finance

From: Tammie Tisdale, CTC

Date: April 24, 2017

Re: 2016 Sewer

I am requesting to remove the 2016 Sewer billing of \$141.90 for Block 7307 lot 2, location- 8 Clearview Ave. This property was purchased by Princeton in 2014 and is exempt, since the time of purchase there has been no water usage and the 2016 sewer billing should be cancelled.



RESOLUTION 17-141

Resolution Authorizing the Cancellation of Sewer Billing for the Year 2016 on Block 34.01, Lot 17

WHEREAS, the 2016 Extended Tax Duplicate listed Block 34.01, Lot 17, listed as, owned by Borough of Princeton , and;

WHEREAS, the 2016 Extended Tax Duplicate listed Block 34.01, Lot 17 with an Assessed Value of \$758,000, and;

WHEREAS, the Tax Collector has determined that the assessed value is for land only, and should not be billed for sewage;

WHEREAS, Borough of Princeton has been incorrectly billed for 2016 sewer in the amount of \$303.15, and;

NOW, THEREFORE, BE IT RESOLVED on this 24th day of April, 2017, by the Mayor and Council of Princeton, County of Mercer, State of New Jersey, that sewer fees totaling \$303.15 are hereby canceled and the Princeton Tax Collector is authorized to adjust her records for 2016, and is hereby released from the collection of the same.

2016 \$303.15 Block 34.01, Lot 17
Location-155 Spruce St.

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

I, Delores A. Williams, 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 April 24, 2017.

Delores A. Williams, Deputy Municipal Clerk

ATTACHMENTS:

- memo 34.01 lt-17 SEWER CANCEL (DOC)



Tax Collector-Tammie Tisdale
Princeton Municipal Building
400 Witherspoon Street
Princeton, NJ 08540
609-924-1058
Fax 609-688-2033
www.princetonnj.gov
ttisdale@princetonnj.gov

MEMORANDUM:

To: Liz Lempert, Mayor
Jenny Crumiller, Council President
Jo Butler, Councilwoman
Heather Howard, Councilwoman
Lance Liverman, Councilman
Bernard Miller, Councilman
Timothy Quinn, Councilman

Cc: Marc Dashield, Princeton Administrator
Sandra Webb, Chief Financial Officer Finance

From: Tammie Tisdale, CTC

Date: April 24, 2017

Re: 2016 Sewer

I am requesting to remove the 2016 Sewer billing of \$303.15 for Block 34.01 lot 17, location- 155 Spruce St. I have confirmed with the Tax Assessor that this property is a park and was billed sewer in error.



RESOLUTION 17-142

**Resolution Approving Firefighter Membership Application for
Gianluca Baldino**

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

WHEREAS, Gianluca Baldino Has met all requirements of Borough of Princeton Code of Laws, Chapter 14, Section 25(a) through 25(f) as a member of the Mercer Engine Company #3; and

WHEREAS, the membership application has been reviewed by the municipal officers; and

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of Princeton hereby approve the application for membership to the Office of the Administrator, the Fire Chief and Fire Company.

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

I, Delores A. Williams, 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 April 24, 2017.

Delores A. Williams, Deputy Municipal Clerk



RESOLUTION 17-143

Resolution Approving Firefighter Membership Application for Yvette C. Felder

**RESOLUTION
OF THE MAYOR AND COUNCIL
OF PRINCETON
YVETTE C. FELDER**

WHEREAS, Yvette C. Felder Has met all requirements of Borough of Princeton Code of Laws, Chapter 14, Section 25(a) through 25(f) as a member of the Engine Company #1; and

WHEREAS, the membership application has been reviewed by the municipal officers; and

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of Princeton hereby approve the application for membership to the Office of the Administrator, the Fire Chief and Fire Company.

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

I, Delores A. Williams, 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 April 24, 2017.

Delores A. Williams, Deputy Municipal Clerk



RESOLUTION 17-144

**Resolution Approving Firefighter Membership for Associate Member
Keller Edwin Taylor**

**RESOLUTION
OF THE MAYOR AND COUNCIL
OF PRINCETON
APPROVING FIRE DEPARTMENT APPLICATION FOR
ASSOCIATE MEMBER KELLER E. TAYLOR**

WHEREAS, in February 2009 Borough Council approved an amendment to Articles III, IV, and V of Chapter 14 of the Code of the Borough of Princeton which expanded the volunteer fire member classification to include Princeton University employees as Associate Members; and

WHEREAS, the membership application has been reviewed by the appropriated municipal officers; and

WHEREAS, the following employee of Princeton University has met all requirements of the Borough of Princeton Code of Laws, Chapter 14, Section 23, Section 25(a) through 25(g) as Associate Member of the Princeton Fire Department:

KELLER E. TAYLOR

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of Princeton hereby approve the application for Associate Membership to the Office of the Administrator, the Fire Chief, Princeton University and Fire Companies.

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

I, Delores A. Williams, 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 April 24, 2017.

Delores A. Williams, Deputy Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Clerk

RESOLUTION 17-145

Resolution Approving the Placement of Pole Banners as Requested by the Princeton Festival, June 10, 2017 to June 24, 2017.

WHEREAS, The Princeton Festival has requested permission to install seven pole banners on Nassau Street with the approval of the Office of Community and State Affairs at Princeton University beginning Saturday, June 10, 2017 through Saturday, June 24, 2017 to advertise the Princeton Festival; and

WHEREAS, the pole banners will be promptly removed after use as required by Borough ordinances; and

WHEREAS, in accordance with Borough Ordinance 3-17 any banner that is removed by the Borough will be held by the Borough for thirty (30) days and then disposed of; and

WHEREAS, in accordance with Borough Ordinance 3-17 any applicant failing to remove a banner will not be permitted to display any banner for the succeeding two years; and

NOW THEREFORE BE IT RESOLVED that the Mayor and Council hereby approve placement of said pole banners on Nassau Street in accordance with Borough Ordinances 3-14-3-17.

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

I, Delores A. Williams, 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 April 24, 2017.

Delores A. Williams, Deputy Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Clerk

RESOLUTION 17-146

Resolution Approving the Placement of Pole Banners as Requested by Princeton University Art Museum, June 24, 2017 to September 23, 2017

WHEREAS, The Princeton University Art Museum is planning an exhibition, *“Great British Drawings from the Ashmolean Museum”*

WHEREAS, The Princeton University Art Museum has requested permission to install seven pole banners on Nassau Street with the approval of the Office of Community and State Affairs at Princeton University beginning Saturday, June 24, 2017 through Saturday, September 23, 2017 to advertise the Art Exhibition; and

WHEREAS, the pole banners will be promptly removed after use as required by Borough ordinances; and

WHEREAS, in accordance with Borough Ordinance 3-17 any banner that is removed by the Borough will be held by the Borough for thirty (30) days and then disposed of; and

WHEREAS, in accordance with Borough Ordinance 3-17 any applicant failing to remove a banner will not be permitted to display any banner for the succeeding two years; and

NOW THEREFORE BE IT RESOLVED that the Mayor and Council hereby approve placement of said pole banners on Nassau Street in accordance with Borough Ordinances 3-14-3-17.

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

I, Delores A. Williams, 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 April 24, 2017.

Delores A. Williams, Deputy Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Clerk

RESOLUTION 17-147

Resolution Approving the Placement of a Banner over Washington Road as Requested by Princeton Regional Chamber of Commerce for July 10, 2017 to July 17, 2017

WHEREAS, Princeton Regional Chamber of Commerce wishes to announce their Mid-Summer Marketing Showcase; and

WHEREAS, Princeton Regional Chamber of Commerce has requested permission to install a banner over Washington Road in Princeton with approval of the Office of Community and Regional Affairs at Princeton University beginning Monday, July 10th, 2017 through Monday, July 17th, 2017 to advertise this event to the entire Princeton Community; and

WHEREAS, this banner will be promptly removed after its use as required by Borough ordinances; and

WHEREAS, in accordance with Borough Ordinance 3-17 any banner that is removed by Princeton will be held by Princeton for thirty (30) days and then disposed of; and

WHEREAS, in accordance with Borough Ordinance 3-17 any applicant failing to remove a banner will not be permitted to display any banner for the succeeding two years; and

NOW THEREFORE BE IT RESOLVED that the Mayor and Council hereby approve placement of said banner on Washington Road in accordance with Borough Ordinances 3-14-3-17.

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

I, Delores A. Williams, Deputy Municipal 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 April 24, 2017.

Delores A. Williams
Deputy Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM
Department: Clerk

RESOLUTION 17-148

Resolution Approving the Placement of a Banner over Washington Road as Requested by Princeton HiTops for October 30, 2017 to November 6, 2017

WHEREAS, Princeton HiTops wishes to announce their Princeton Half Marathon; and

WHEREAS, Princeton HiTops has requested permission to install a banner over Washington Road in Princeton with approval of the Office of Community and Regional Affairs at Princeton University beginning Monday, October 30th, 2017 through Monday, November 6th, 2017 to advertise this event to the entire Princeton Community; and

WHEREAS, this banner will be promptly removed after its use as required by Borough ordinances; and

WHEREAS, in accordance with Borough Ordinance 3-17 any banner that is removed by Princeton will be held by Princeton for thirty (30) days and then disposed of; and

WHEREAS, in accordance with Borough Ordinance 3-17 any applicant failing to remove a banner will not be permitted to display any banner for the succeeding two years; and

NOW THEREFORE BE IT RESOLVED that the Mayor and Council hereby approve placement of said banner on Washington Road in accordance with Borough Ordinances 3-14-3-17.

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

I, Delores A. Williams, Deputy Municipal 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 April 24, 2017.

Delores A. Williams
Deputy Municipal Clerk



RESOLUTION 17-149

Resolution Approving the Placement of a Banner over Washington Road as Requested by Stony Brook-Millstone Watershed Association for July 31, 2017 to August 7, 2017

WHEREAS, Stony Brook-Millstone Watershed Association wishes to announce their annual Butterfly Festival; and

WHEREAS, Stony Brook-Millstone Association has requested permission to install a banner over Washington Road in Princeton with approval of the Office of Community and Regional Affairs at Princeton University beginning Monday, July 31st, 2017 through Monday, August 7th, 2017 to advertise this event to the entire Princeton Community; and

WHEREAS, this banner will be promptly removed after its use as required by Borough ordinances; and

WHEREAS, in accordance with Borough Ordinance 3-17 any banner that is removed by Princeton will be held by Princeton for thirty (30) days and then disposed of; and

WHEREAS, in accordance with Borough Ordinance 3-17 any applicant failing to remove a banner will not be permitted to display any banner for the succeeding two years; and

NOW THEREFORE BE IT RESOLVED that the Mayor and Council hereby approve placement of said banner on Washington Road in accordance with Borough Ordinances 3-14-3-17.

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

I, Delores A. Williams, Deputy Municipal 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 April 24, 2017.

Delores A. Williams
Deputy Municipal Clerk