



**PRINCETON**  
**MAYOR AND COUNCIL OF PRINCETON**  
**AGENDA • FEBRUARY 12, 2018**

**Regular Meeting**

**Main Council Room**

**6:30 PM**

400 Witherspoon Street, Princeton, NJ 08540

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**I. STATEMENT CONCERNING NOTICE OF MEETING**

**II. ROLL CALL**

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

1. 18-62 Closed Session Resolution
2. Pending or Anticipated Litigation/Matters Requiring Confidential Advice of Counsel: Potential Litigation to Recapture Affordable Housing Unit
3. Negotiations: Teamster Union Separation Agreements

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

**V. PLEDGE OF ALLEGIANCE**

**VI. ANNOUNCEMENTS**

1. Certified Animal Control Officer, James Ferry

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

1. Please use the sign-up sheet on the podium. After everyone who signed up has had the opportunity to speak, the Mayor will invite any additional comments from members of the public. Please line up at the podium if you plan to speak and limit your remarks to 3 minutes. No immediate action will be taken on any public comment issue.

**VIII. PRESENTATION**

1. Palmer Square 2018 Events Calendar, Jamie Volkert, Director of Marketing, Palmer Square Management

**IX. PUBLIC HEARING - TRANSFER OF PLENARY RETAIL DISTRIBUTION LICENSE**

1. 18-63 Resolution Authorizing a Person to Person and Place to Place Transfer of Plenary Retail Distribution License 1114-44-015-008 heretofore issued to Princeton Wines, LLC, 21 Spring Street, Princeton to Princeton Market, Inc., 301 N. Harrison Street, Princeton

**X. REPORTS**

1. November 2017 and December 2017 Police Report

**XI. WORK SESSION**

1. 2018 Municipal Budget

**XII. ORDINANCE PUBLIC HEARINGS**

1. 2018-1 An Ordinance of the Municipality of Princeton Increasing the Number of Members on the Citizens Finance Advisory Committee and Amending Section 2-111 of the "Code of the Township of Princeton, New Jersey, 1968" And Section 2-84 of the "Code of the Borough of Princeton, New Jersey, 1974"
2. 2018-2 An Ordinance of the Municipality of Princeton, Authorizing to Vacate an Existing Sanitary Sewer Easement on Block 31.04, Lot 21, 260 Hawthorne Avenue, Princeton Municipal Tax Map

### **XIII. ORDINANCE INTRODUCTIONS**

1. 2018-3 Ordinance Amending the "Code of the Township of Princeton, New Jersey, 1968" to Establish a Four- Ton Weight Limit on Olden Lane (Public Hearing March 12, 2018)
2. 2018-4 A Bond Ordinance Providing for Sanitary Sewer Improvements on Linden Lane (Nassau Street to Henry Avenue) and Spruce Street In and By Princeton, in the County of Mercer, New Jersey, Appropriating \$471,000 Therefor, Authorizing the Issuance of \$447,450 Bonds or Notes of Princeton for Financing the Cost Thereof and Directing the Special Assessment of Part of the Cost Thereof (Public Hearing March 12, 2018)
3. 2018-5 An Ordinance Authorizing The Transfer Of Vacant Real Property Located At 224 Cherry Valley Road And Designated As Block 601, Lot 2 On The Princeton Tax Maps To The New Jersey Conservation Foundation (Public Hearing March 12, 2018)

### **XIV. RESOLUTIONS**

1. 18-64 Resolution Authorizing a Construction Contract Bid Award to V&K Construction, Inc. of Edison, New Jersey in an Amount not to Exceed \$794,404.00 for the Mary Moss Playground
2. 18-65 Resolution Authorizing the Award of a Contract to Sewer Equipment Company of America (Through Jet Vac Equipment LLC) via the National Joint Powers Alliance (NJPA) Contract for Sewer Cleaning and Hydro Excavating Equipment (Contract #022014-SCA) for a 900-ECO Truck Mounted Combination Sewer Cleaner in the Amount of \$360,597.75
3. 18-66 Resolution Authorizing the Extension of the Existing Contract with Central Jersey Waste and Recycling, Inc. for Organic Waste Collection for Four (4) months (February 1, 2018 to May 31, 2018) in an Amount not to Exceed \$75,000.00
4. 18-67 Resolution Authorizing a Professional Services Agreement with Miller, Porter and Muller, PC, for representing the Princeton Planning Board for 2018 in an Amount not to Exceed \$34,000.00
5. 18-68 Resolution Authorizing a Professional Services Agreement with BRB Valuation & Consulting Services, Eastampton, New Jersey, to assist the Princeton Tax Assessor and Princeton's Special Counsel for Property Tax Appeals for 2018 for an Amount not to Exceed \$15,000.00
6. 18-69 Resolution Authorizing the Award of Bid for the Purchase of Police Camera and Trailer Equipment to Industrial Video and Control Co., in Amount not to Exceed \$56,423.00
7. 18-70 Resolution Authorizing the Award of a Contract to Sustainable Princeton for 2018 to Provide Various Services and Programs to Assist the Municipality to Achieve its Sustainability Goals in an Amount not to Exceed \$30,000.00
8. 18-71 Resolution Authorizing the Purchase of Affordable Housing Unit and Temporary Rental, 231 Brickhouse Road in the Amount of \$78,483.57
9. 18-72 Resolution Authorizing Subsidy Payment to Affordable Housing Seller, 228 Brickhouse Road in the Amount of \$28,356.60
10. 18-73 Resolution in Opposition to the Proposed New Jersey Department of Agriculture Beekeeping Regulations

### **XV. CONSENT AGENDA**

1. 18-74 Resolution Authorizing the Payment of Bills and Claims
2. 18-75 Resolution Authorizing the Appointment of James Ferry, Certified Animal Control Officer
3. 18-76 Resolution Authorizing a Temporary Rental Agreement of Affordable Housing Sales Units for Griggs Farm Fire Victims

4. 18-77 Resolution Authorizing Tax Assessor to Act As Agent for Princeton for the Purpose of Filing and Settling Tax Appeals on Behalf of the Taxing District for the Tax Year 2018
5. 18-78 Resolution Authorizing a Professional Services Agreement with Bowman Consulting Group, Ltd. for Professional Surveying Services in 2018 Associated with the Harrison Street North/Hamilton Avenue Easement Surveying and Documents for an Amount not to exceed \$4,900.00
6. 18-79 A Resolution Amending Resolution 18-9, Which Provided for a Professional Services Agreement with Gregory Sandusky, P.E., P.L.S. for Development Application Land Surveying Services for 2018, to Expire on April 30, 2018 for an Amount not to Exceed \$5,000.00
7. 18-80 Resolution Authorizing an Amended Agreement with the Allison Road Homeowners Association for the Reimbursement of \$979.22 for Private Services Performed in 2016 Under the New Jersey Municipal Services Act
8. 18-81 Resolution Authorizing Appointments to the Local Emergency Planning Committee
9. 18-82 Resolution Authorizing Appointments to Boards, Commissions and Committees
10. 18-83 Resolution Establishing an Economic Development Committee
11. 18-84 Resolution Approving Firefighter Membership Application for Dev Zaveri
12. 18-85 Resolution Approving Firefighter Membership Application for Michael Raymond Smith
13. 18-86 Resolution Approving The Placement Of A Banner Over Washington Road By Princeton Pro Musica, February 26, 2018 to March 5, 2018
14. 18-87 Resolution Approving The Placement Of A Banner Over Washington Road By the Arts Council of Princeton, April 23, 2018 to April 30, 2018
15. 18-88 Resolution Approving The Placement Of A Banner Over Washington Road By HomeFront, May 21, 2018 to May 28, 2018
16. 18-89 Resolution Approving the Placement of Pole Banners on Nassau Street by the Arts Council of Princeton, April 14, 2018 to April 30, 2018
17. 18-90 Resolution Authorizing Special Event for HiTops, Inc. for the 2018 Princeton Half Marathon, November 4, 2018
18. 18-91 Resolution Authorizing the Release of Performance Bond No. 015041487 to S. Brothers Inc. for Improvements to Moore Street, Park Place, Vandeventer Avenue, and Willow Street without the Requirement for a Maintenance Bond
19. Release of Performance Guaranty in the Amount of \$78,050.00 to Straight Edge Striping, LLC for the 2017 Pavement Markings and Signage of Various Streets Project
20. Supporting Cities for Action Census Letter Sign-on Request Regarding Threats to a Fair and Accurate 2020 Census

## **XVI. CLOSED SESSION (CONTINUATION OF ABOVE IF NECESSARY)**

## **XVII. ADJOURNMENT**



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Clerk

**RESOLUTION 18-62**

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**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:

Matters involving employment and contract negotiations, and matters falling within the attorney-client privilege, regarding:

Pending or Anticipated Litigation/Matters Requiring Confidential Advice of Counsel:  
Potential Litigation to Recapture Affordable Housing Unit

Negotiations: Teamster Union Separation Agreements

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

Councilperson	Absent	Present	1st	2nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
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**AGENDA ITEM**

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**Pending or Anticipated Litigation/Matters Requiring Confidential  
Advice of Counsel: Potential Litigation to Recapture Affordable  
Housing Unit**



**Mayor and Council**

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**Negotiations: Teamster Union Separation Agreements**



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**Certified Animal Control Officer, James Ferry**



## Mayor and Council

400 Witherspoon Street  
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### AGENDA ITEM

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**Please use the sign-up sheet on the podium. After everyone who signed up has had the opportunity to speak, the Mayor will invite any additional comments from members of the public. Please line up at the podium if you plan to speak and limit your remarks to 3 minutes. No immediate action will be taken on any public comment issue.**



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

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Department: Clerk

**AGENDA ITEM**

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**Palmer Square 2018 Events Calendar, Jamie Volkert, Director of  
Marketing, Palmer Square Management**

**ATTACHMENTS:**

- 2018 Event Calendar - for town council\_ (002) (DOC)

**PALMER SQUARE MANAGEMENT**  
**EVENT CALENDAR**  
**2018**

On February 12, 2018 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, 2018. The annual certificate for June 11, 2018 - June 10, 2019 will be forwarded to the clerk's office.

The contact for each event held in Palmer Square is: Jamie Volkert, Director of Marketing, 609.921.2853 or [jvolkert@palmersquare.com](mailto:jvolkert@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*

**Mind, Body and Soul a Palmer Square series of workshops**

Beat the January blues with a series of workshops around the Square. All workshops are in tenant stores. Saturdays and Sundays mid-January through mid-February. Attendance (up to 50 each date)

**Palmer Square on Ice**

Saturday February 10<sup>th</sup>

Whimsical ice sculptures and live demos on the Green.

Attendees: 1,000

**Pi Day Princeton (participant in town-wide event)**

Saturday, March 10<sup>th</sup>, 9am-7:30pm

Wednesday, March 14<sup>th</sup>, 12pm-6:30pm

**Nassau Inn Present's a Princeton Wedding Showcase (participation in hotel event)**

Sunday March 11<sup>th</sup> - estimated attendees 200, Palmer Square is sponsoring the event this year.

Time to be confirmed either 12-3pm or 1-4pm

**Palmer Square's 1<sup>st</sup> annual Egg Hunt**

Saturday March 24<sup>th</sup> time 11am. New event – attendance expected up to 200.

**Spring Music Series**

Select weekends through the spring 12-2pm.

An eclectic mix of musicians and strolling acapella groups

**Mom & Me Princess Shopping Spree**

April 22<sup>nd</sup> 12-3pm (for registration and princess, shopping all day). New event, attendance expected up to 1000.

**Communiversality (participant in town-wide event)**

April 29, 1-6pm

Kid's performance stage will be hosted on the Green.

Attendees: 40,000

**12th Annual Girls Night Out**

Thursday, May 17th (rain date: Friday, May 18th):

An exclusive event featuring sales, discounts and free gifts from our tenants. Music and "Taste of the Square" Tent on the Green.

Attendees: 1000

**JaZams Summer Block Party**

Date TBD, June

Children's event featuring crafts, music and food on Palmer Square West, followed by a concert on the Green.

Attendees: 1,500

**Summer Music Series**

Every Saturday in July and August: 12:00pm-2:00pm

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

Attendees: 150 each

**Summer Movie Series**

One movie in June, July and August: 8:30pm (dusk)- dates TBD

Family-friendly movies on the Green.

Attendees: 200 each

**Princeton Regional Chamber of Commerce Mid Summer Marketing Showcase**

*TBD*

Business showcase open to the public on the Green.

Attendees: 1000

**Summer Side Walk Sale**

August TBD: during regular store hours

Sidewalk sales featuring great deals from the stores on the Square.

**27th Annual Jazz Feast**

Sunday, September 16: Noon-6:00pm

Music/street festival featuring top jazz performers and popular area restaurants.

Attendees: 7,000

**Fall Music Series**

Select weekends through the fall 12-2pm.

An eclectic mix of musicians and strolling acapella groups

**Fall Festival**

October 21<sup>st</sup> 12-3pm

Music on the Green, food and beverages on the Green, shopping around the Square. Estimated attendance 500.

**Halloween Parade Sponsored by Arts Council of Princeton**

October: 5:00 pm

Parade gathers on the Palmer Square Green and marches to YMCA.

Attendees: Hundreds of families

**Annual Christmas Tree Lighting**

Friday, November 23: 5:00pm-6:00pm

Town-wide holiday kick-off, with musical performances and an appearance by Santa.

Attendees: 7,000

**Holiday Jam with Princeton University**

Friday date in December TBD

A variety of Princeton University acapella and performance groups singing and collecting Holiday toys for children.

Attendees: 200

**Princeton Tour Company Trolley Tours**

Weekends through the holiday season. Exact dates TBD.

**Holiday Entertainment**

Saturdays and Sundays, Late November through December:

2-hour afternoon time slots vary

Strolling musicians and singers around the Square/Green.

**Annual Menorah Lighting**

Date in December TBD

Town-wide lighting of the Menorah on the Palmer Square North Plaza, followed by refreshments in the Nassau Inn.

Attendees: 250

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**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Clerk

**RESOLUTION 18-63**

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**Resolution Authorizing a Person to Person and Place to Place Transfer of Plenary Retail Distribution License 1114-44-015-008 heretofore issued to Princeton Wines, LLC, 21 Spring Street, Princeton to Princeton Market, Inc., 301 N. Harrison Street, Princeton**

WHEREAS, an application has been filed for a person to person, place to place transfer of Plenary Retail Distribution License 1114-44-015-008 heretofore issued to Princeton Wines, LLC, 21 Spring Street, Princeton, New Jersey, 08540;

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term;

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33;

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of Princeton does hereby approve, effective February 16, 2018, the transfer of the aforesaid Plenary Retail Distribution License to Princeton Market, Inc., 301 N. Harrison Street, Princeton, NJ 08540, and does hereby direct the Municipal Clerk to endorse the license certificate to the new ownership as follows: "This license subject to all its terms and conditions, is hereby transferred to Princeton Market, Inc., 301 N. Harrison Street, Princeton, NJ 08540 and effective February 16, 2018."

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

\_\_\_\_\_  
Kathleen K. Brzezynski, Municipal Clerk

**ATTACHMENTS:**

- Claridge Letter (DOCX)
- MemotoPrincetonMayorAndCouncil (PDF)

**Claridge Wine & Liquor**  
Princeton Shopping Center  
301 North Harrison St. Princeton, NJ 08540  
609-924-5700

Hon. Kathryn Brzezynski, RMC  
Municipal Clerk  
400 Witherspoon Street  
Princeton, NJ 08540

Dear Ms. Brzezynski:

I am a principal of Plainsboro Liquors, Inc. d/b/a Claridge Wine and Liquor("Claridge"). I am writing on behalf of Claridge in order to formally lodge an objection (the "Objection") to the application for the transfer (the "Transfer") to Princeton Market, Inc., a New Jersey Corporation d/b/a McCaffery's Food Market ("McCaffery's") for premises located at 301 N. Harrison Street, Princeton 08540 (the "Shopping Center"), the Plenary Retail Distribution License No. 1114-44-015-008, heretofore issued to Princeton Wines LLC for premises located at 21 Spring Street, Princeton, New Jersey 08542.

By way of brief background and context to the Objection, the Mayor and Council should be aware that Claridge is a family owned local New Jersey business. Our family lives, works and shops in Princeton and the surrounding area. In addition, Claridge has been a long-time solid corporate citizen of Princeton, maintaining a retail wine and liquor store at the Shopping Center for over twenty (20) years. Claridge has remained at the Shopping Center, in the face of economic down-turns and despite other vacancies that have persisted at the Shopping Center. Indeed, just this past year, upon PNC Bank's move from its prior location adjacent to Claridge (to a pad-site within the Shopping Center), we agreed to a ten (10) year lease extension and amendment, whereby Claridge expanded its footprint to include PNC's prior location. This long term commitment to Princeton and the Shopping Center just recently commenced in September 2017 and entailed our personal substantial financial commitment, in order to renovate and expand Claridge's premises by an additional 50%. Prior to and throughout our renovation process, Claridge was not informed that McCaffery's intended to engage in the retail distribution of wine and liquor products. McCaffery's did not approach us to discuss a sale of our license or any other potential strategies which would prevent Claridge's financial demise – an inevitable result if McCaffery's decision is approved by the Mayor and Council.

With the benefit of over twenty years of industry experience, it is unheard of for one shopping center to have two (2) retailers that sell package goods. Indeed, other townships in New Jersey have limitations on the geographic distance between retailers of such products, no matter whether such retailers are in the same Shopping Center or simply the same geographic area. Most importantly, given the scarcity of Plenary Retail Distribution Licenses, as a matter of policy and planning, allowance of the Transfer would not be a decision made in the Public's interest, leaving one area of Princeton without such a retail license, while compressing two (2) such licenses in one shopping center, with one destined to fail.

Based upon the foregoing, Claridge respectfully urges the Mayor and Council to sustain the Objection and deny the Transfer application. To the extent additional information is needed, we respectfully request that hearing be scheduled regarding the Transfer to afford Claridge and others to have a full opportunity to voice their concerns regarding the Transfer.

Thank you for your time and consideration of our request.

Respectfully,

Raj Patel

BEFORE THE  
MAYOR AND COUNCIL OF PRINCETON

In the Matter of:	)	
	)	
<b>PRINCETON MARKET, INC.</b>	)	<b>MEMORANDUM</b>
<b>t/a McCaffrey Markets</b>	)	<b>OF</b>
Transfer Applicant of License	)	<b>LAW</b>
No. <b>1114-44-015-008</b>	)	
	)	
	)	

**INTRODUCTION**

The Applicant, Princeton Market, Inc., filed an application for a person to person and place to place transfer of License No. 1114-44-015-008 (the “License”) with the Clerk of Princeton, and published the required notice of the transfer application. Princeton Market, Inc. has requested to transfer the license for operation at its existing McCaffrey Markets at the Princeton Shopping Center at 301 N. Harrison Street in Princeton.

The sole written objection to the transfer was filed by a competing retail alcoholic beverage distribution licensee with a licensed premises located at the opposite end of the Princeton Shopping Center. Measured through the interior courtyard of the Princeton Shopping Center the two premises are over 600 feet apart (see attached).

We will not here repeat the content of the single page undated letter objection filed by the competitor, Plainsboro Liquors, Inc., d/b/a Claridge Wine and Liquor, but will refer to it below.

For the information of the Mayor and Council at the required hearing, to which the Transfer Applicant, Princeton Market, Inc., as well as the Objector have been provided notice, Princeton Market, Inc., submits this Memorandum of Law in support of its application requesting approval of the person to person and place to place transfer of the License.

**APPLICABLE LAW**

A local issuing authority has relatively broad discretion regarding transfer matters, so long as its actions are rational and reasonable:

The role of the local authority and the Director on liquor license transfers is fairly well defined. The local authority, vested with wide discretion to act in the public interest, has primary responsibility for making the initial determination. *See Lyons Farms Tavern v. Mun. Bd. of Alc. Bev., Newark*, 55 N.J. 292, 302-03, (1970). Once it has made its decision, its exercise of discretion should be accepted on review so long as that exercise is reasonable. *Fanwood v. Rocco*, 33 N.J. 404, 414 (1960).

## **1. Public Sentiment In Opposition to a Transfer Must be Widespread**

The municipal authority may respond to public sentiment as grounds for its action. *Lyons Farms Tavern*, 55 N.J. at 306-07; *Fanwood*, 33 N.J. at 414. That sentiment, however, must have some reasonable association "with dangers to the public health, safety, morals and general welfare commonly recognized as incidents of the sale and consumption of alcohol[.]" *Lyons Farms Tavern*, 55 N.J. at 307. Further, the public sentiment must be substantially widespread in the community, *see id.* at 306-07, or must be evident by a long-established pattern of community conduct which reflects such sentiment. *See Fanwood*, 33 N.J. at 415-16.

Thus, a single assertion (or even a few that might be gathered) that transfer of the instant License would leave an area of Princeton without a license—an incorrect notion which is quickly dispelled as discussed below—would be an insufficient and unsupportable basis for the governing body to deny the requested transfer.

## **2. Protection from Economic Competition is Impermissible**

The courts are unequivocal that economic protectionism may not be a basis for denial of a license transfer. In pointing to its long-standing holding in *Great Atlantic & Pacific Tea Co., Inc. v. Mayor and Council of Point Pleasant Beach*, 220 N.J.Super. 119, 128-29, (App. Div. 1987), the Appellate Division in *In re Xanadu*, 415 N.J.Super. 179 (App. Div. 2010) stated:

[W]e held that in deciding to issue a liquor license, the focus must be on the impact that the license will have on the public health, safety, morals and general welfare[,] and that a desire to protect other businesses from economic competition is an impermissible consideration. 415 N.J.Super. at 201.

Although an existing licensee may prefer to remain the only seller of alcoholic beverages at a certain location or within a specific perimeter, the governing body may not use the concerns arising from the advent of economic or free-market competition as a consideration to deny a transfer of the License.

Here, the sole objection is made by a licensee who will be a competitor of the Applicant. Such self-serving objections from a competitor are not persuasive, and are to be afforded little or no weight when determining if it expresses ‘community sentiment’ as defined by case law. *Randi Prasad t/a Plainfield Liquor, Inc. v City of Plainfield*, ABC Bulletin 2479 (June 3, 1998) Item 5, at page 12.

Furthermore, a transfer Applicant is entitled to a reasonable decision of the governing body that is properly grounded, *Fanwood*, 33 NJ 404, 414 (1960), and is free from abuse of discretion. *Passarella v. Bd. of Commr’s.*, 1 N.J. Super. 313, 319 (App.Div. 1949). “Neither the public sentiment nor the rationale for transfer denial may be based on the desire to eliminate an existing liquor license, *see Tp. Committee of Lakewood Tp. v. Brandt*, 38 N.J.Super. 462, 466 (App.Div.1955), or the desire to provide other liquor establishments with protection against economic competition. This is so because a liquor license is a property interest of value subject to protection against unreasonable and illegally grounded discriminatory conduct by the issuing authority. *See id.* at 466, *Common Council of Hightstown v. Hedy's Bar*, 86 N.J.Super. 561, 564

(App.Div.1965).” *Great Atlantic & Pacific Tea Co., Inc. v. Mayor and Council of Point Pleasant Beach*, 220 N.J.Super. at 128-29.

Additionally, *N.J.S.A.* 33:1-3.1b cannot be overlooked. In that statute, which provides the framework for the New Jersey Alcoholic Beverage Control Act (*N.J.S.A.* 33:1-1 *et seq.*), it is stated, “The Legislature hereby finds and declares as the public policy of this State and the legislative purpose of Title 33 the following: ... (6) to provide a framework for the alcoholic beverage industry that recognizes and encourages the beneficial aspects of competition.”

Thus, the Mayor and Council cannot act to protect one licensee from having to compete with another licensee, and can certainly take notice that competition is beneficial to the public in that it usually results in lower prices and better service.

### **3. Speculation or Conjecture Are Insufficient**

The issuing authority may not consider general objections or expressions of concern that are conjectural or speculative in nature. Such non-specific complaints or fears simply do not provide sufficient grounds for denying a transfer request. *See Van’s Restaurant, Inc. v. Municipal Board of Alcoholic Beverage Control of Clifton*, *ABC Bulletin* 2242, Item 4 (January 19, 1977); *Naicken, Inc. v. Mayor and Council of The City of Plainfield*, *ABC Bulletin* 2481, Item 2 (December 1, 1999); *Rani Prasad t/a Plainfield Liquor v City of Plainfield*, *ABC Bulletin* 2479, Item 5 (June 3, 1998), at page 12. *See also In re Xanadu*, 415 *N.J.Super.* at 201 (rejecting local restaurateurs’ claims that they would suffer future, though unquantified, economic loss if a restaurant were granted a concessionaire permit to serve alcoholic beverages at a state property located within the municipality).

Matters involving speculation as to future activities are not properly considered in deciding whether a transfer should be approved, as the issuing authority has substantial powers to discipline or otherwise remedy, at the time of renewal or through disciplinary proceedings, and should address such speculation if and when it comes to fruition. *See, Bellaire Resort Corp, t/a Warren Hotel, v. Borough Council of Spring Lake*, *ABC Bulletin* 2463, Item 7 (May 23, 1994), at page 25.

When a negative impact of transferring a liquor license to a location is “purely speculative and unsupported by testimony and evidence”, it cannot serve as a basis to deny a transfer. *DRB-71, Inc. v. Seaside Park*, *ABC Bulletin* 2477, Item 4 (June 28, 1996), at page 15. Thus, where a local issuing authority resorts to conclusory language, such as, “the granting of the application would result in increased dangers to the public health, safety, morals and general welfare of the community...”, and there is simply no basis in the record to support such a conclusion, the denial must be overturned. *See, Bellaire Resort Corp, t/a Warren Hotel, v. Borough Council of Spring Lake*, *ABC Bulletin* 2463, Item 7 (May 23, 1994), at page 26.

## **LIQUOR LICENSES IN PRINCETON**

The Objector has asserted that “allowance of the Transfer would not be a decision made in the Public’s interest, leaving one area of Princeton without such a retail license.” This statement is untrue based on the facts.

According to the New Jersey Division of Alcoholic Beverage Control's (ABC) January 29, 2018, listing of licenses, Princeton has seven Plenary Retail Distribution Licenses, six of which are active licenses (including the license held by the Objector), and one of which is held "In Pocket" (*i.e.*, an inactive license that is not sited). Currently, *five* of those Plenary Retail Distribution Licenses are located in the downtown area as follows:

- 49 Hulfish Street;
- 23 Witherspoon Street;
- 264 Nassau Street;
- 234 Nassau Street; and
- 21 Spring Street (the transferor of the instant License),

and *one* Plenary Retail Distribution Licenses is presently located outside of the downtown Princeton area: that license which belongs to the Objector and is located at the Princeton Shopping Center at 301 N. Harrison Street. Thus, the requested transfer actually results in a *greater* spread of Plenary Retail Distribution Licenses throughout Princeton than presently exists. There would be no such "compressing" of licenses in that there would remain four Plenary Retail Distribution Licenses in the downtown area and there would be two in the Princeton Shopping Center, albeit at opposite ends of the shopping center and located in different models of retailing enterprises. By transferring the License as requested by the Applicant, it will not "leav(e) one area of Princeton without such a retail license," as the Objector has stated in its objection.

## CONCLUSION

The governing body of Princeton, as the issuing authority for the alcoholic beverage licenses, enjoys ample authority in respect to the transfer of liquor licenses. The issuing authority, however, must make a factual determination upon reasonable, rational and supportable bases, and its decisions may not be founded on a desire to protect one economic interest over another.

Princeton Market, Inc. respectfully requests that the Princeton Mayor and Council proceed with the granting of the requested person to person and place to place transfer.

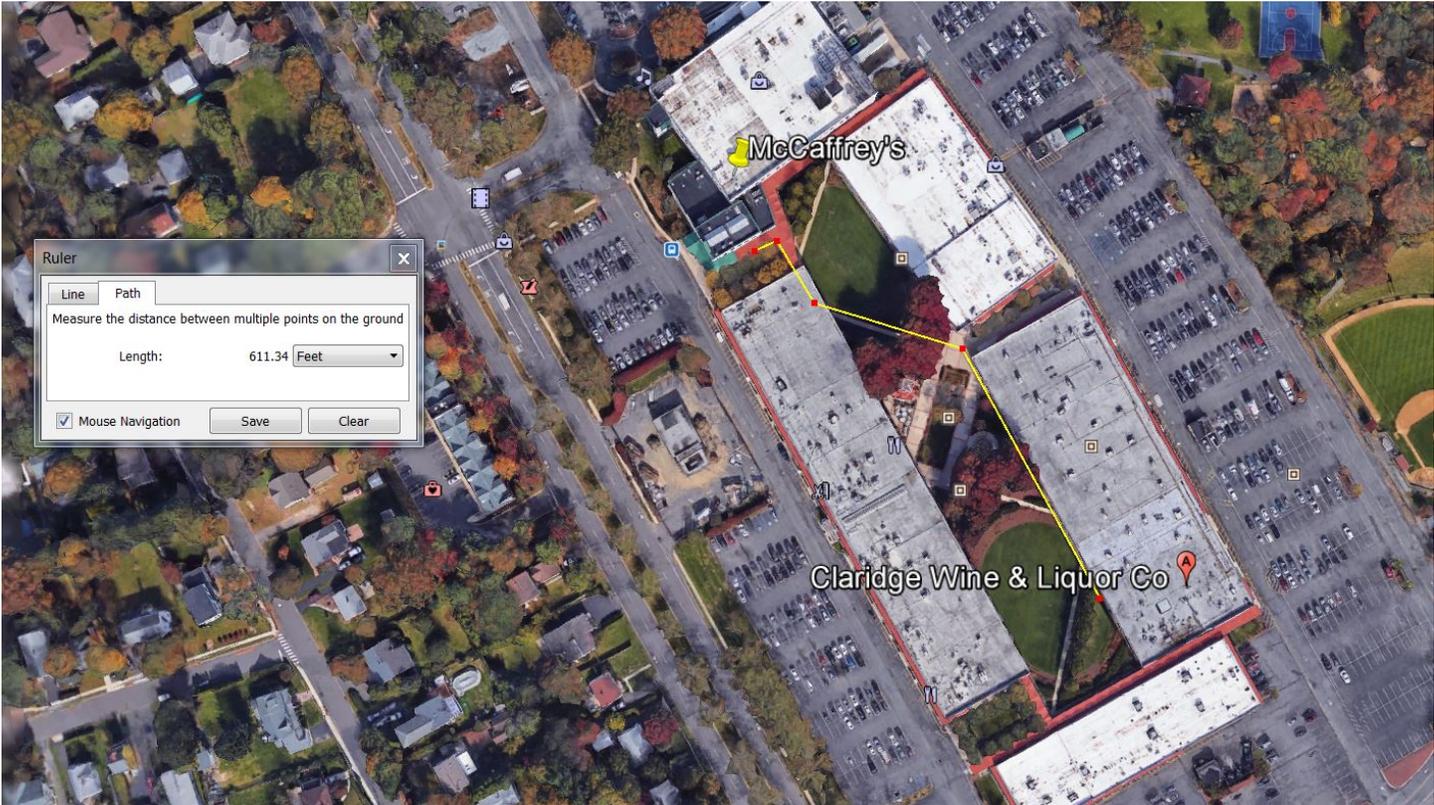
Respectfully submitted,

*John F. Vassallo, Jr.*

John F. Vassallo, Jr., Esq.  
Attorney for Princeton Market, Inc.

Dated: February 9, 2018

On the Memorandum:  
Anne Marie Vassallo, Esq.





**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Police Department

**AGENDA ITEM**

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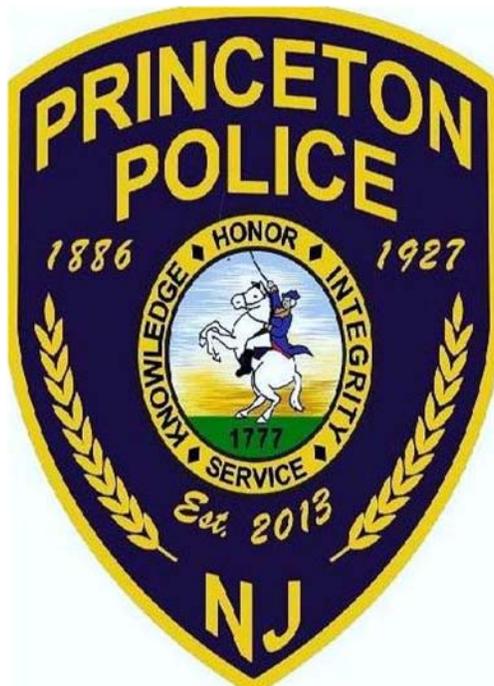
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**November 2017 and December 2017 Police Report**

**ATTACHMENTS:**

- November 2017 Monthly Report (PDF)
- December 2017 Monthly Report (PDF)

PRINCETON POLICE  
DEPARTMENT  
CHIEF'S MONTHLY REPORT



NOVEMBER

2017

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## **Safe Neighborhood Bureau Monthly Report**

### **November 2017**

- ❖ **November 1** – SNB attended PTSO meeting at PHS.
- ❖ **November 7** – SNB Conducted security checks at polling stations.
- ❖ **November 8** – SNB served dinners at Cornerstone Community Kitchen.
- ❖ **November 9** – SNB facilitated two Bike donations for a family in need.
- ❖ **November 9** – SNB meeting with Kim Dormond to discuss Healthy Homes initiative.
- ❖ **November 13** – SNB conducted 2 Cyberbullying presentations at JW Middle School and the PPD Veterans Day breakfast and ceremony.
- ❖ **November 14** – SNB conducted two Cyber Bullying presentations at JW Middle School.
- ❖ **November 15** – SNB conducted two Cyber Bullying presentations at JW Middle School.
- ❖ **November 16** – SNB conducted two Cyber Bullying presentations at JW Middle School.
- ❖ **November 17**– SNB conducted two Cyber Bullying presentations at JW Middle School.
- ❖ **November 20** – SNB conducted two Cyber Bullying presentations at JW Middle School.
- ❖ **November 21** - SNB conducted two Cyber Bullying presentations at JW Middle School.
- ❖ **November 30** – SNB participated in the Princeton Blue Mass service.

#### **Other Issues of note.**

- ❖ SNB logged 24 entries for community policing.
- ❖ SNB covered 5 school crossings and 10 school initiatives.
- ❖ SNB performed 15 vacant house checks.
- ❖ SNB conducted 3 child safety seat inspections.



## **Princeton Police Department**

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

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

### **Juvenile Report November 2017**

#### **Juvenile Petitioned to Family Court**

Three Seventeen year old boys were charged with Possession of a Controlled Dangerous Substance after they were found in possession of marijuana in a motor vehicle.

A seventeen-year-old boy was charged with Possession of a Controlled Dangerous Substance and Drug Paraphernalia after he was found in possession of marijuana (under 50 grams), rolling papers, a grinder and a glass pipe while he was in a motor vehicle.

#### **Station House Adjustment**

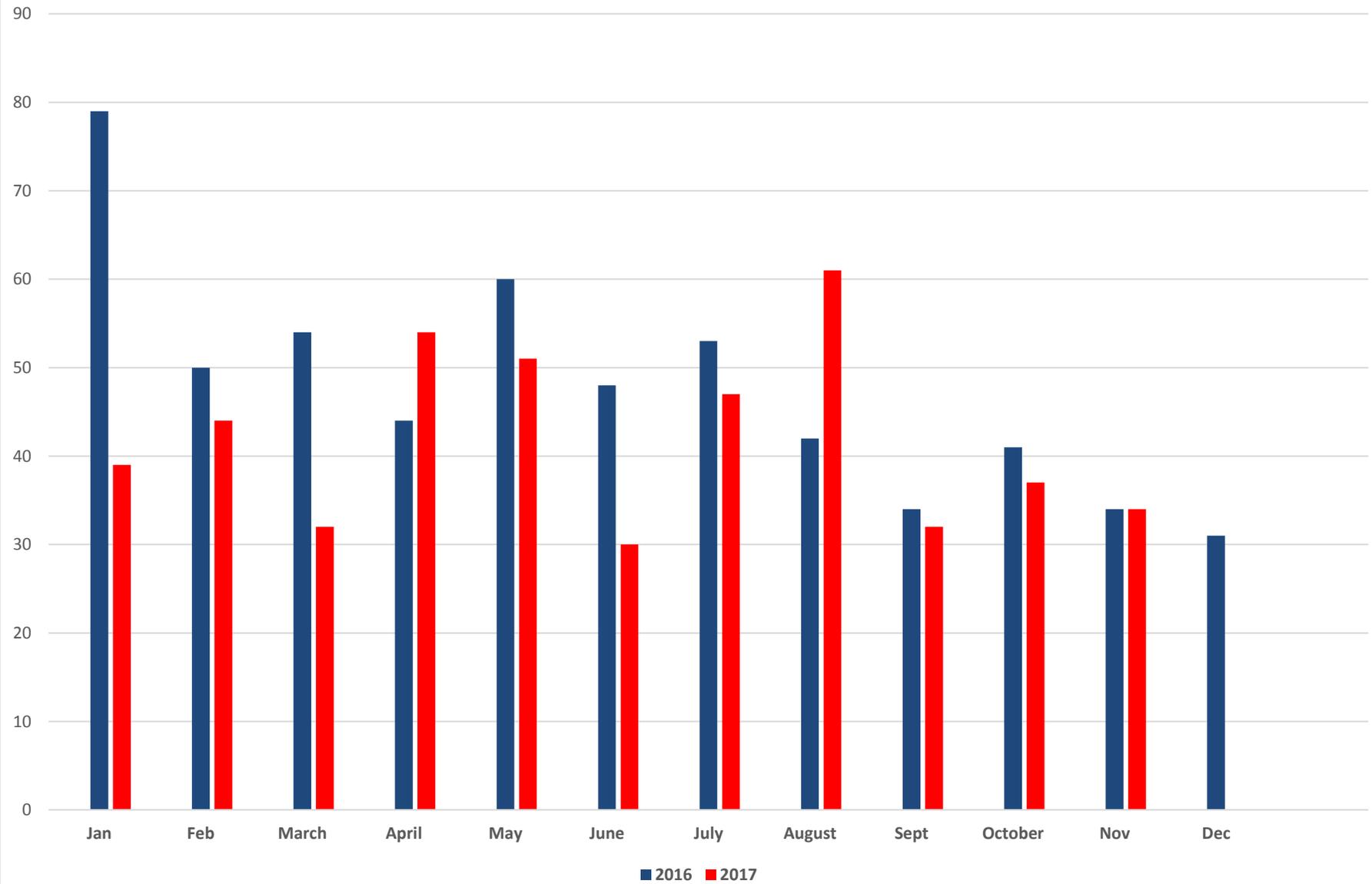
A sixteen-year-old boy was afforded a Station House Adjustment for Harassment after he sent harassing text messages to a sixteen-year-old girl.

A sixteen year old girl was afforded a Station House Adjustment for Harassment after she sent harassing text messages to a sixteen year old girl.

#### **Curb Side Warnings**

Three sixteen-year-old boys were given a Curbside Warning for harassing a store clerk.

## ARRESTS NOVEMBER 2017

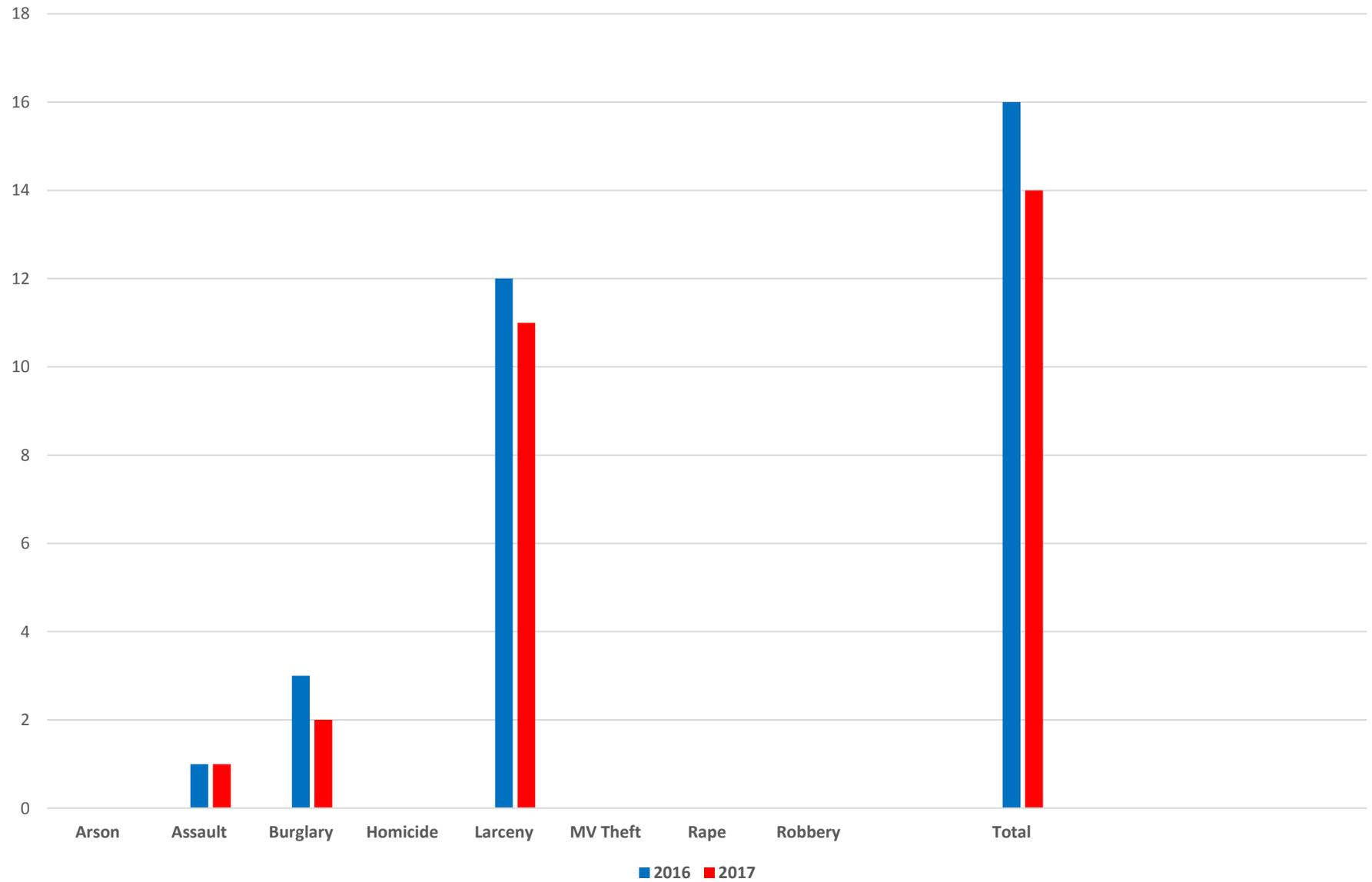


## TOTAL ARRESTS

2017	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2017
Arrests	39	44	32	54	51	30	47	61	32	37	34		461

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

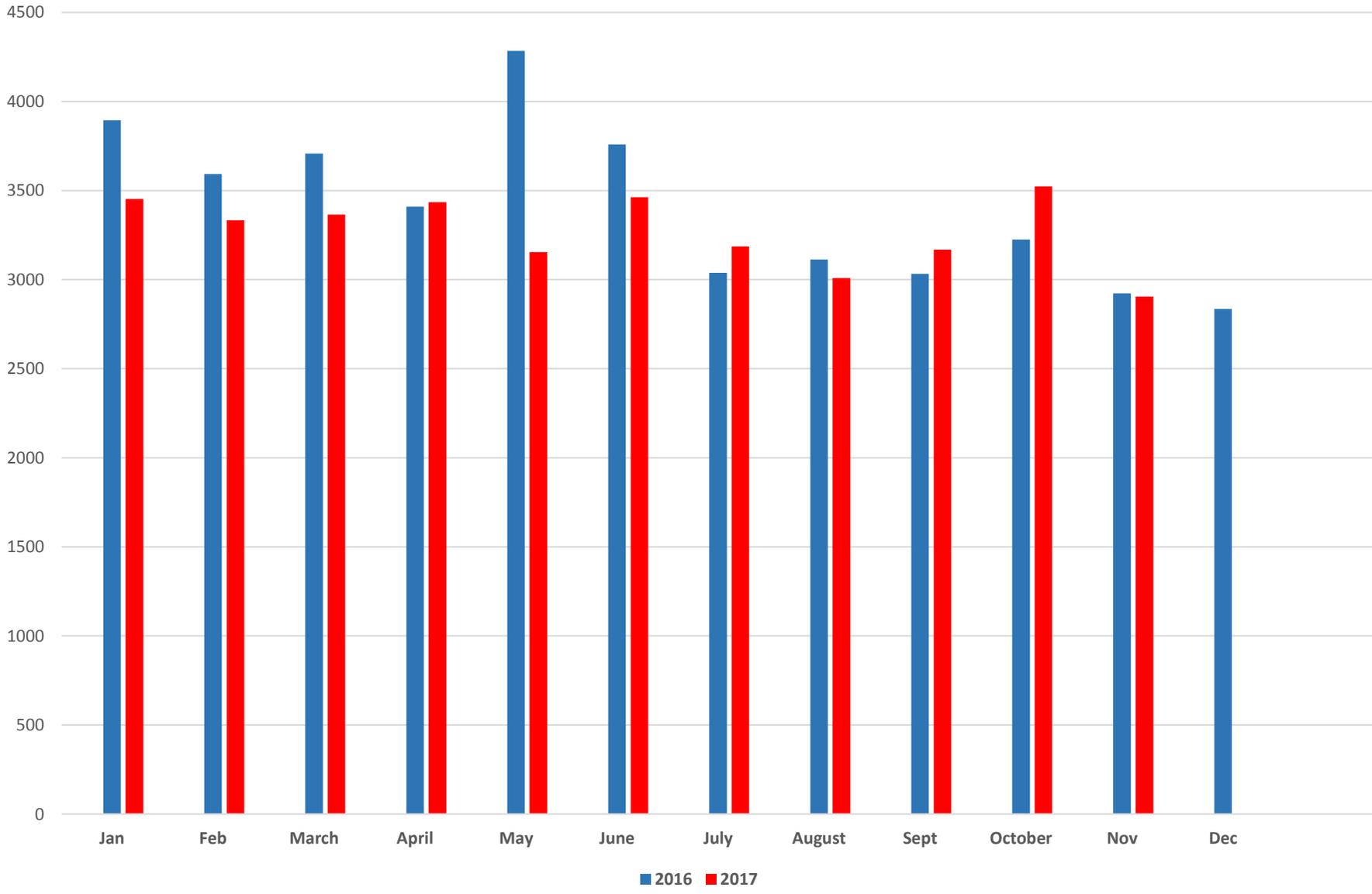
# UCR NOVEMBER 2017



# NOVEMBER UCR

UCR TYPE	NOVEMBER 2016	NOVEMBER 2017	YTD 2017
Arson	0	0	3
Assault	1	1	33
Burglary	3	2	41
Homicide	0	0	0
Larceny	12	11	172
Motor Vehicle Theft	0	0	6
Rape	0	0	0
Robbery	0	0	1
TOTAL	16	14	256

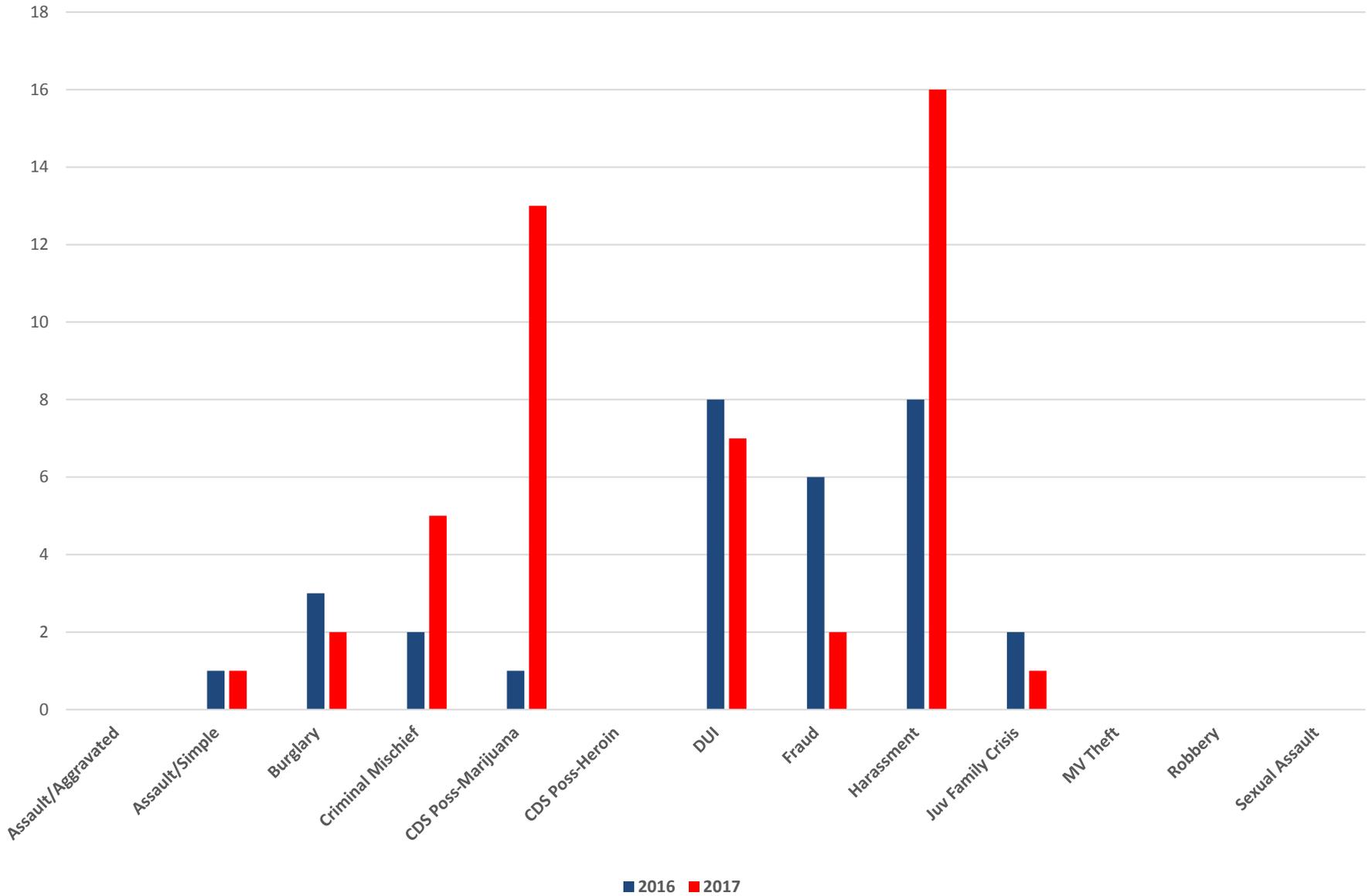
# SERVICE CALLS NOVEMBER 2017



## SERVICE CALLS

Service Calls	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
2017	3,453	3,333	3,365	3,434	3,154	3,462	3,187	3,009	3,168	3,523	2,905		35,993
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

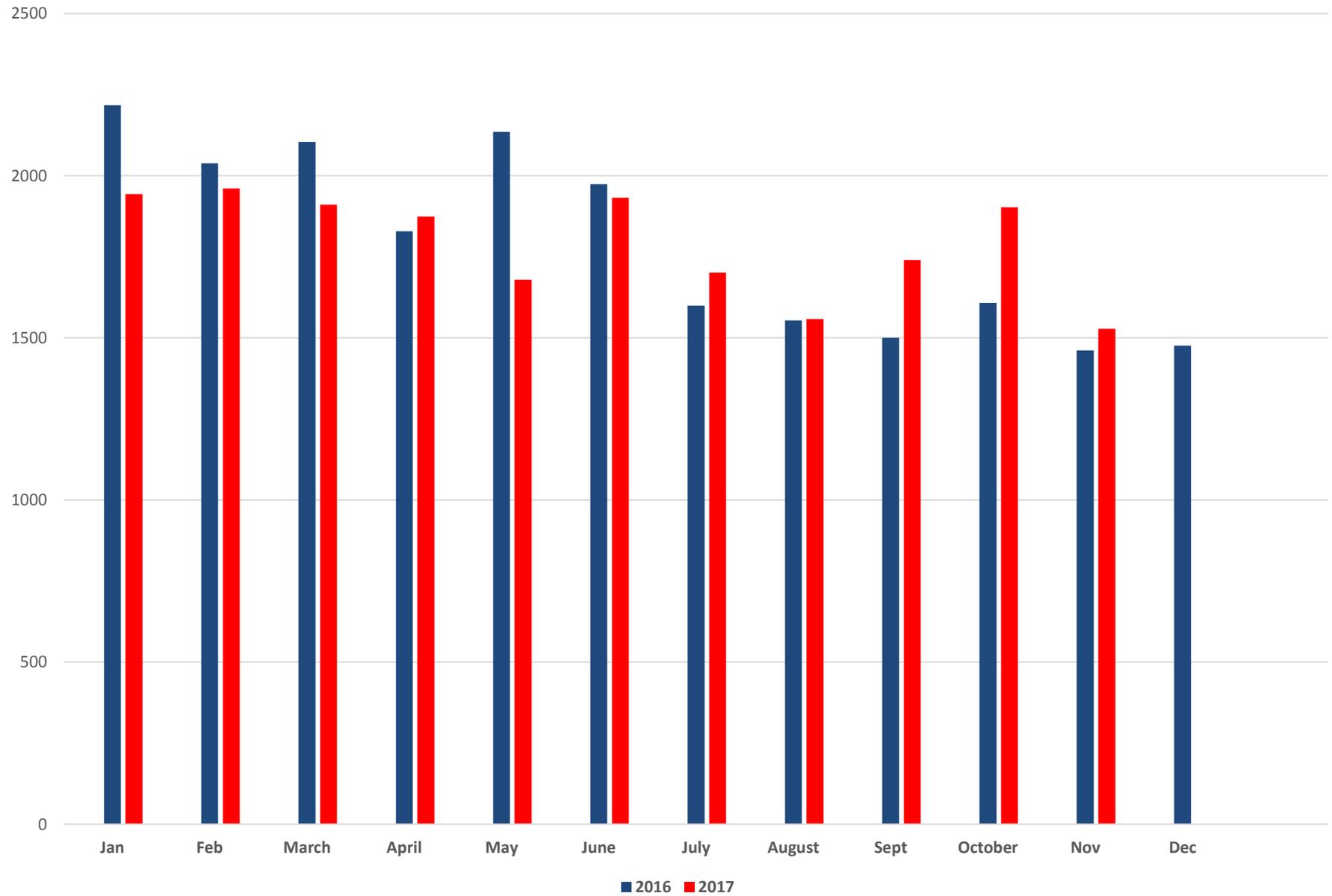
## OFFENSES NOVEMBER 2017



## NOVEMBER OFFENSES

OFFENSE TYPE	NOVEMBER 2016	NOVEMBER 2017	YTD 2017
Assault/Aggravated	0	0	5
Assault/Simple	1	1	26
Burglary	3	2	44
Criminal Mischief	2	5	59
CDS Possession – Marijuana	1	13	83
CDS Possession – Heroin	0	0	3
DUI	8	7	70
Fraud	6	2	48
Harassment	8	16	106
Juvenile Family Crisis	2	1	15
Motor Vehicle Theft	0	0	6
Robbery	0	0	1
Sexual Assault	0	0	1
Shoplifting	2	2	13
Soliciting W/Out Permit	0	4	18
Theft	12	11	168
Theft by Deception	1	2	16
Threat/Improper Influence	0	0	2
Warrant Arrest	8	3	71
<b>TOTAL</b>	<b>54</b>	<b>69</b>	<b>755</b>

## NON-CRIMINAL INCIDENTS



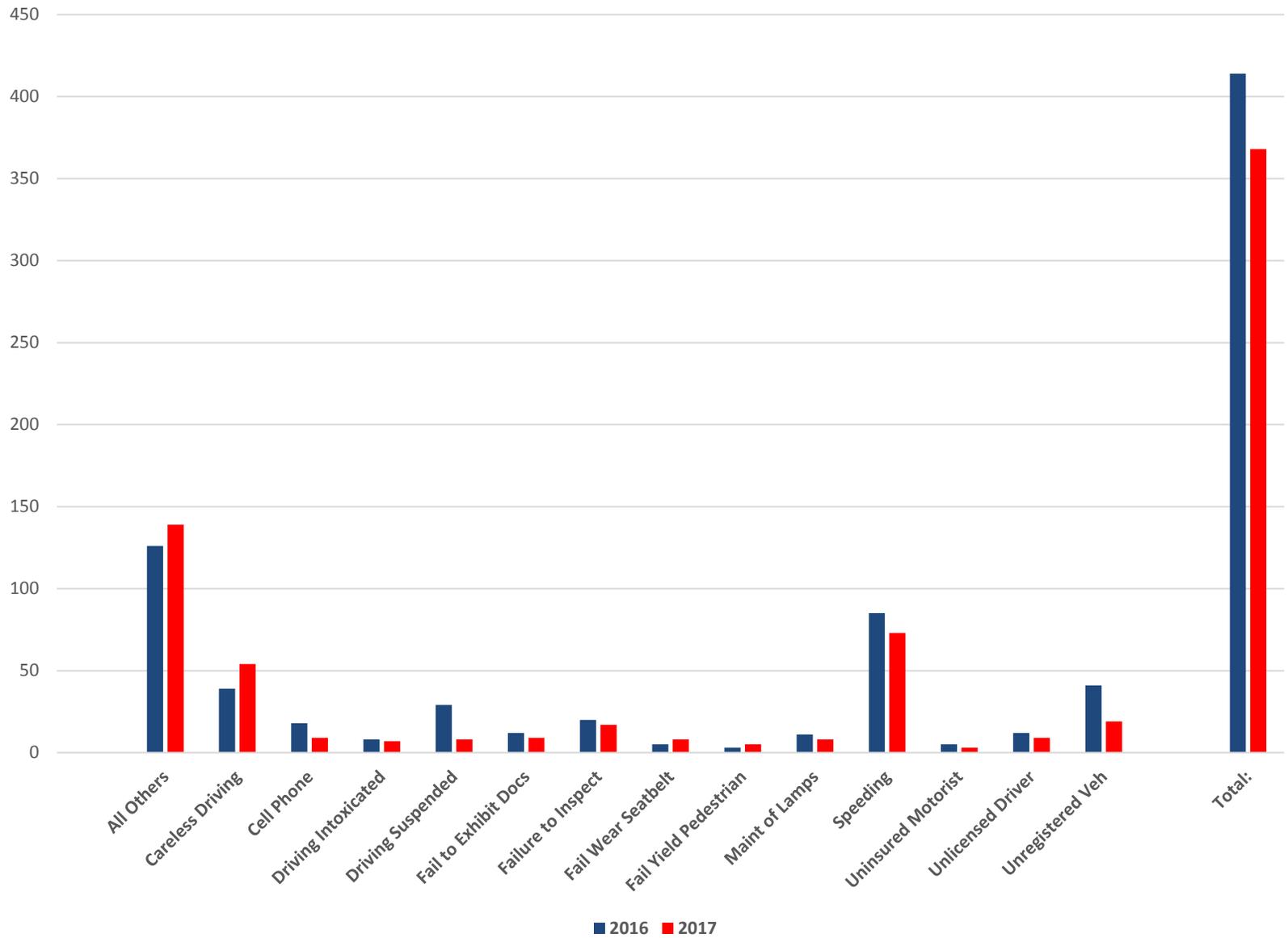
## NOVEMBER NON-CRIMINAL INCIDENTS

NON-CRIMINAL INCIDENTS	NOVEMBER 2016	NOVEMBER 2017	YTD 2017
Alarms Auto	1	2	16
Alarms Burglary	0	4	7
Alarms Commercial Burglary	33	22	358
Alarms Commercial Fire	22	30	238
Alarms Fire	1	7	14
Alarms Maintenance	0	0	0
Alarms Medical	2	5	57
Alarms Other	2	5	44
Alarms Panic	5	8	84
Alarms Residential Burglary	77	70	767
Alarms Residential Fire	12	20	161
Animal Complaints	24	31	386
Building Check	0	3	44
Business Disputes	2	2	29
Disabled Vehicle	24	25	312
Emotionally Disturbed Person	7	5	65
Escorts Traffic	0	0	2
Fingerprints	3	9	74
Fire (Other) Odor of Smoke	4	2	48
Fire Commercial	2	1	4
Fire Dwelling	1	1	11
Fire False	0	0	0
Fire Vehicle	0	0	3
Firearms Background	7	4	55
Foot Patrol	45	28	517
Found Bicycles	1	2	21
Found Property	12	17	188
Gas Leaks/Explosion	7	5	58
Intoxicated Person	0	4	27
Landlord/Tenant	0	3	9
Littering	0	0	2
Lockout/MV	13	16	135
Lockout/Residence	1	0	20
Lost Property	6	1	63
Medical Call	163	182	1,994
Missing Person	1	2	37
Motor Vehicle Complaint	16	20	151
Motor Vehicle Incident	5	0	45

## NOVEMBER NON-CRIMINAL INCIDENTS

NON-CRIMINAL INCIDENTS	NOVEMBER 2016	NOVEMBER 2017	YTD 2017
Motor Vehicle Stop	561	513	8,523
MVA	0	0	0
MVA Involving Injury	13	9	75
MVA No Injury	81	95	847
MVA No Report	5	5	46
MVA With Bicycle	1	2	18
MVA With Deer	6	8	35
MVA With Pedestrian	3	3	24
Noise Complaint	11	14	183
Notifications	18	10	112
Parking Complaints	32	29	464
Prisoner Transport	1	1	19
School Crossing	63	113	1,070
School Detail	56	28	343
Service of Subpoena	0	4	7
Suspicious Incidents	25	37	431
Suspicious Package	0	0	0
Suspicious Person	15	19	179
Suspicious Vehicle	18	26	294
Traffic Hazard	8	15	129
Tree Down	3	8	123
Unattended Death	0	0	5
Unwanted Person	3	7	39
Urinating in Public	0	0	13
Vacant House Check	14	16	352
Welfare Check	17	26	272
Wire/Pole Down	8	4	81
Non-Criminal – TOTAL	1,461	1,528	19,730

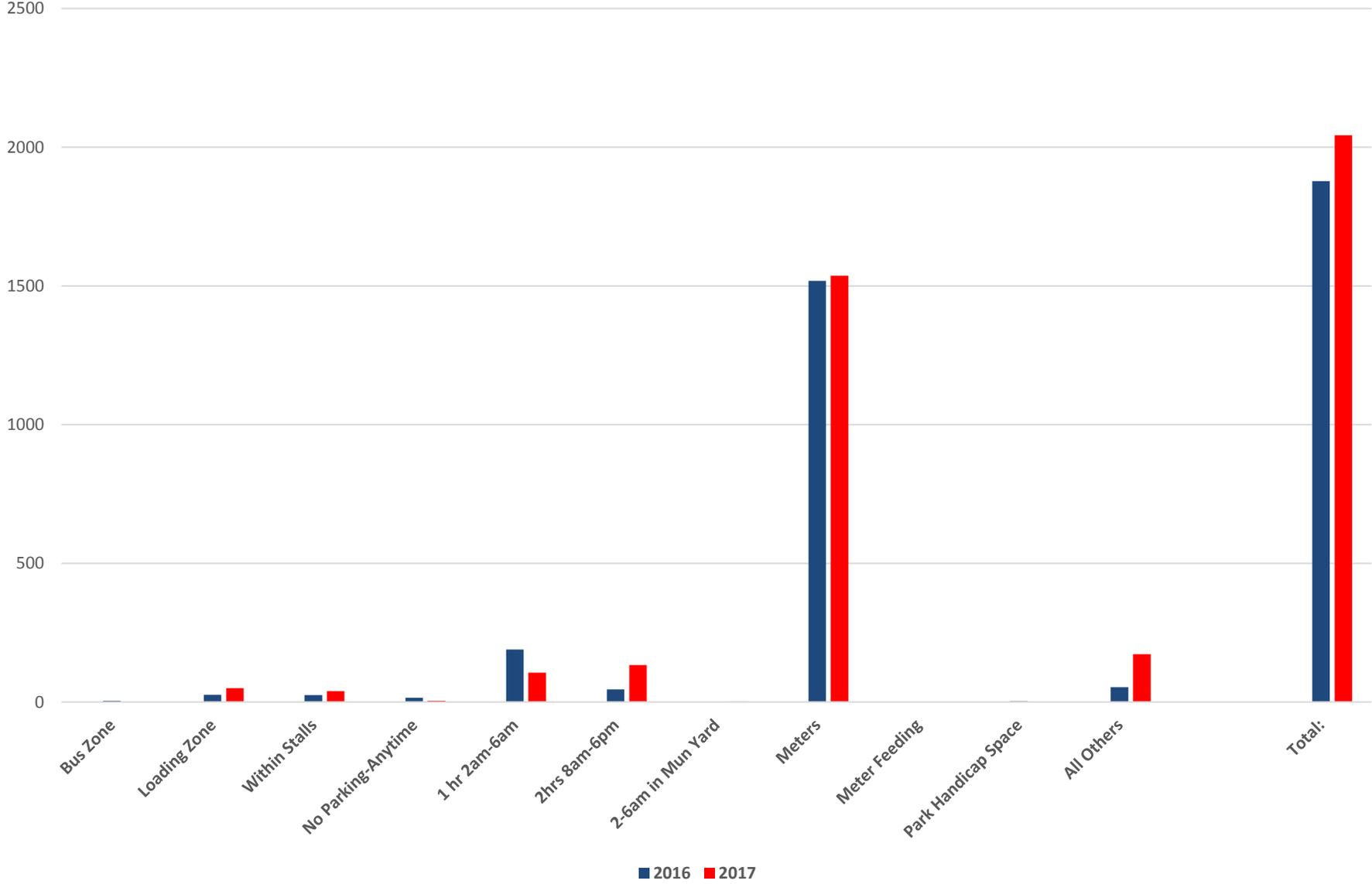
## SUMMONSES NOVEMBER 2017



## NOVEMBER SUMMONSES

SUMMONS TYPE	NOVEMBER 2016	NOVEMBER 2017	YTD 2017
All Other	126	139	1,880
Careless Driving	39	54	472
Cell Phone	18	9	237
Driving While Intoxicated	8	7	63
Driving While Suspended	29	8	293
Failure to Exhibit Documents	12	9	131
Failure to Inspect	20	17	273
Failure to Wear Seatbelt	5	8	153
Failure to Yield to Pedestrian in Crosswalk	3	5	108
Maintenance of Lamps	11	8	126
Speeding	85	73	1,091
Uninsured Motorist	5	3	62
Unlicensed Driver	12	9	129
Unregistered Vehicle	41	19	484
Total Summonses	414	368	5,502

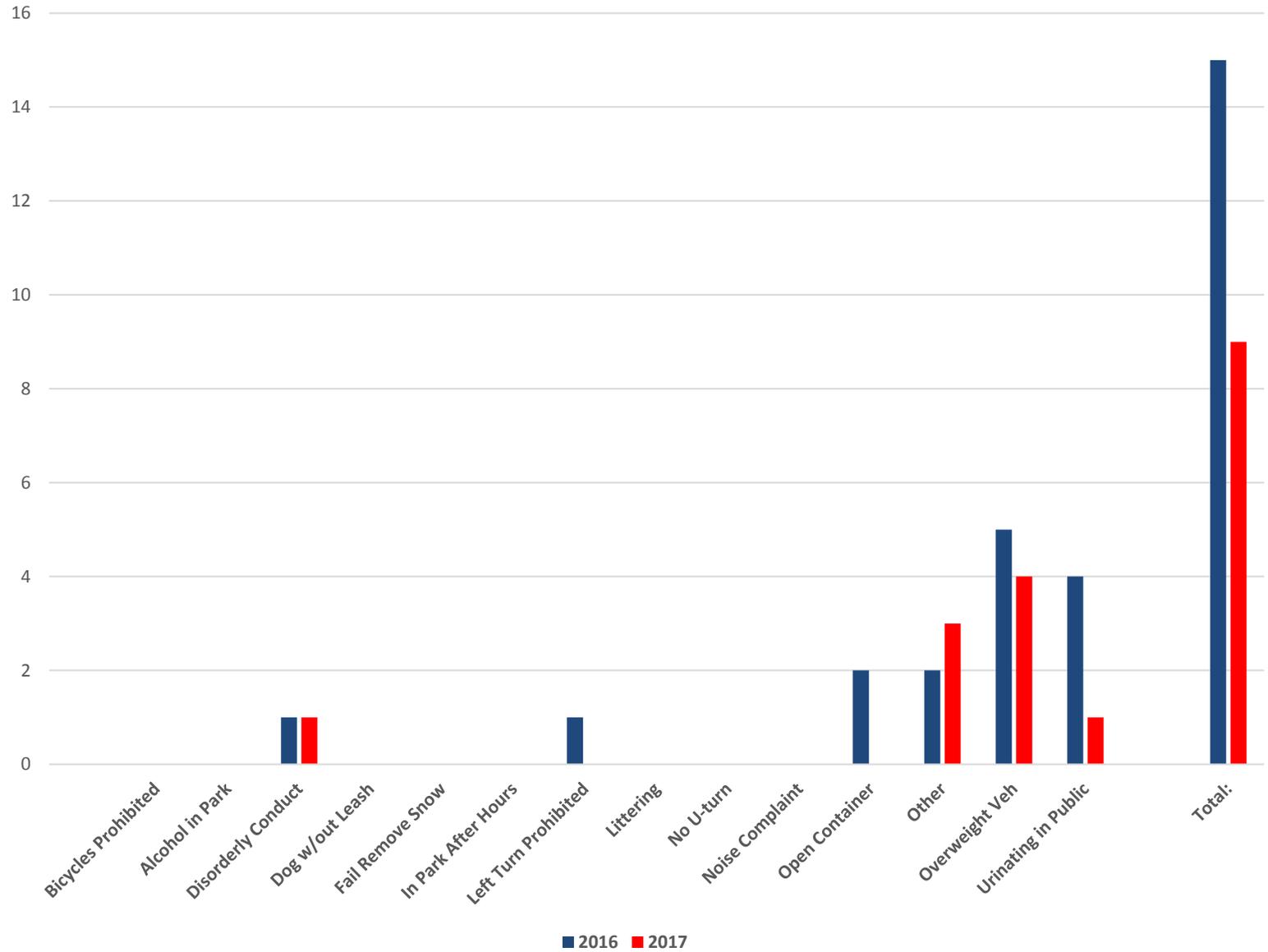
# PARKING VIOLATIONS NOVEMBER 2017



## NOVEMBER PARKING VIOLATIONS

PARKING ORDINANCE	NOVEMBER 2016	NOVEMBER 2017	YTD 2017
Bus Zone	4	0	9
Loading Zone	26	50	422
Parking Within Designated Parking Stalls	25	39	342
No Parking Zones/Anytime	15	4	391
Park Between 2AM & 6AM 1hr Limit	189	106	1,784
Parking Limit 2 hrs Between 8AM & 6PM	45	133	1,254
Park Between 2AM & 6AM in Municipal Yard	0	2	12
Meters	1,518	1,537	18,974
Meter Feeding	0	0	11
Parking in Handicap Space	3	0	8
All Others	53	172	1,068
<b>Total - Parking Violations</b>	<b>1,878</b>	<b>2,043</b>	<b>24,275</b>

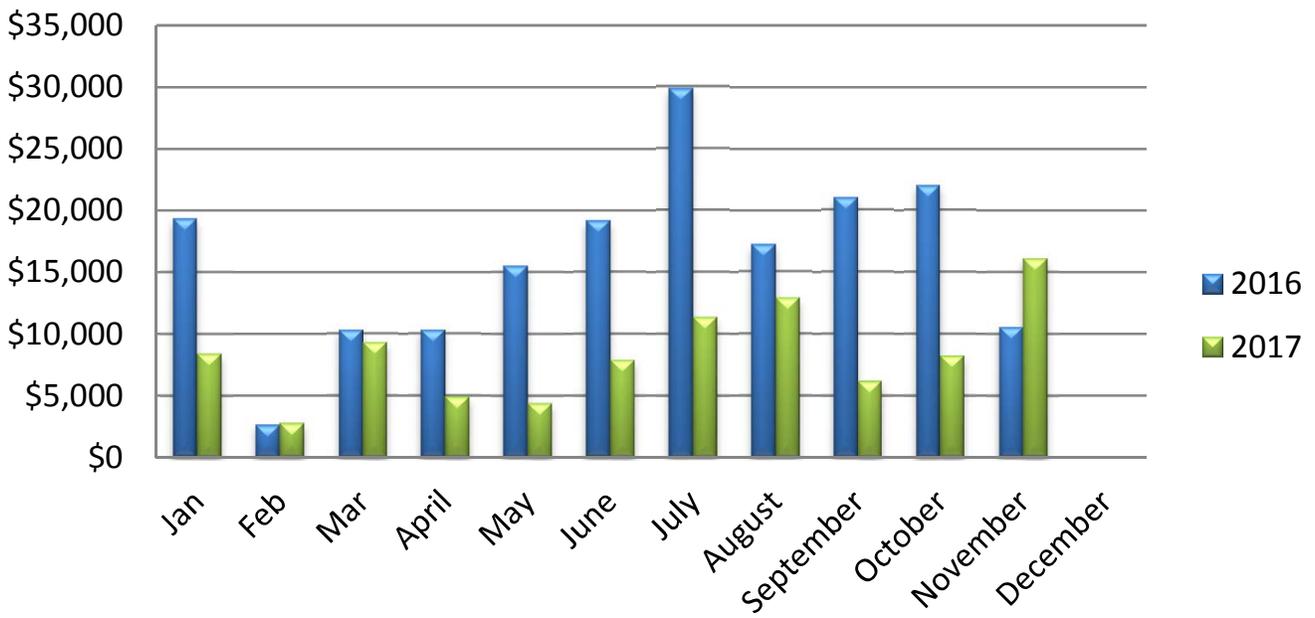
## ORDINANCE VIOLATIONS NOVEMBER 2017



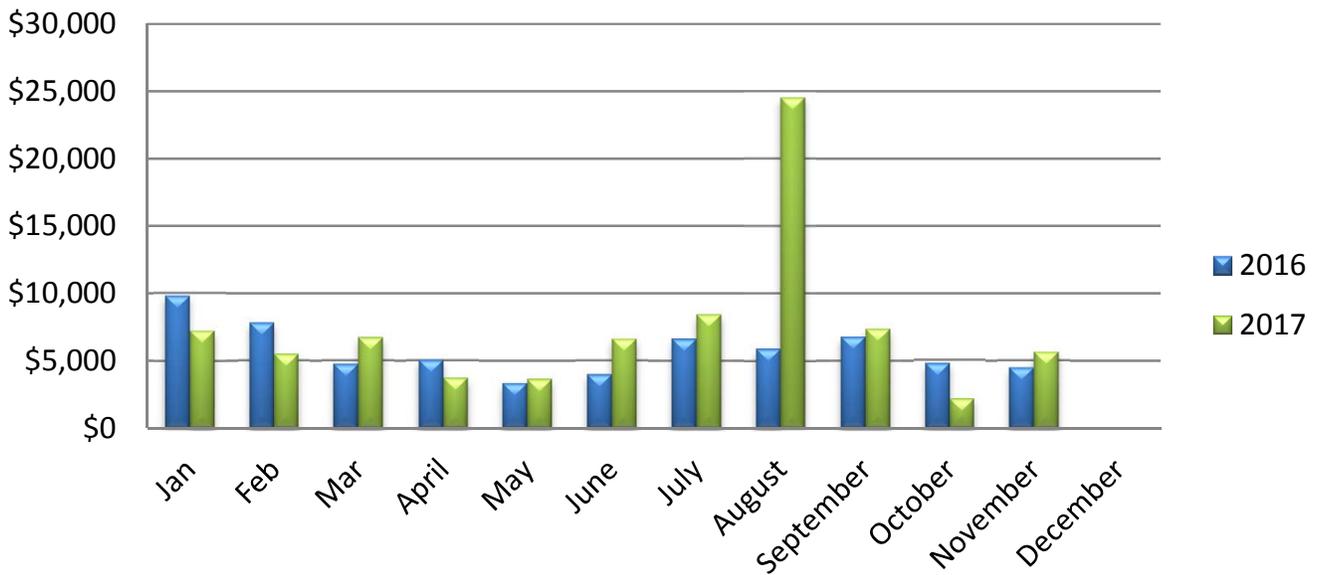
## NOVEMBER ORDINANCE VIOLATIONS

ORDINANCE VIOLATION	NOVEMBER 2016	NOVEMBER 2017	YTD 2017
Bicycles/Skateboards Prohibited	0	0	2
Consumption Alcohol in Park	0	0	0
Disorderly Conduct	1	1	3
Dog Without a Leash	0	0	0
Failure to Remove Snow	0	0	1
In Park After Hours	0	0	5
Left Turn Prohibited	1	0	6
Littering	0	0	15
No U-Turn	0	0	2
Noise Complaint	0	0	1
Open Container	2	0	10
Other	2	3	11
Overweight Vehicle	5	4	206
Urinating in Public	4	1	22
<b>Total - Ordinance Violations</b>	<b>15</b>	<b>9</b>	<b>284</b>

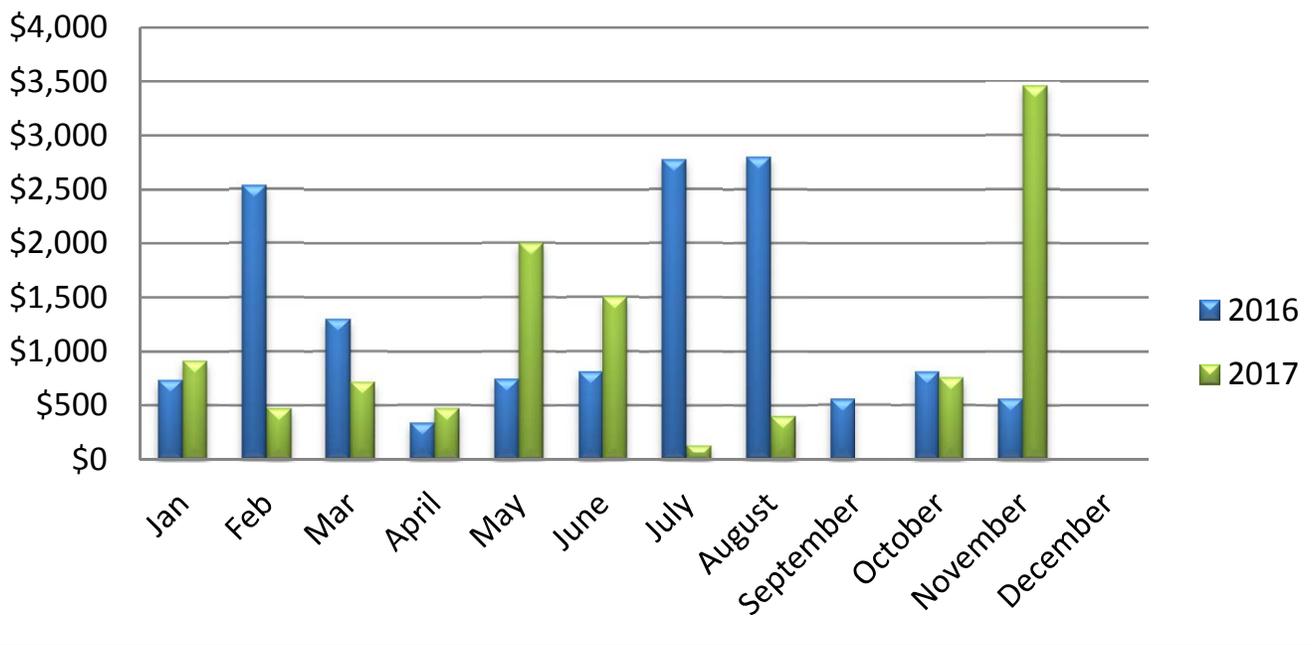
# Patrol Overtime



## Dispatch Overtime

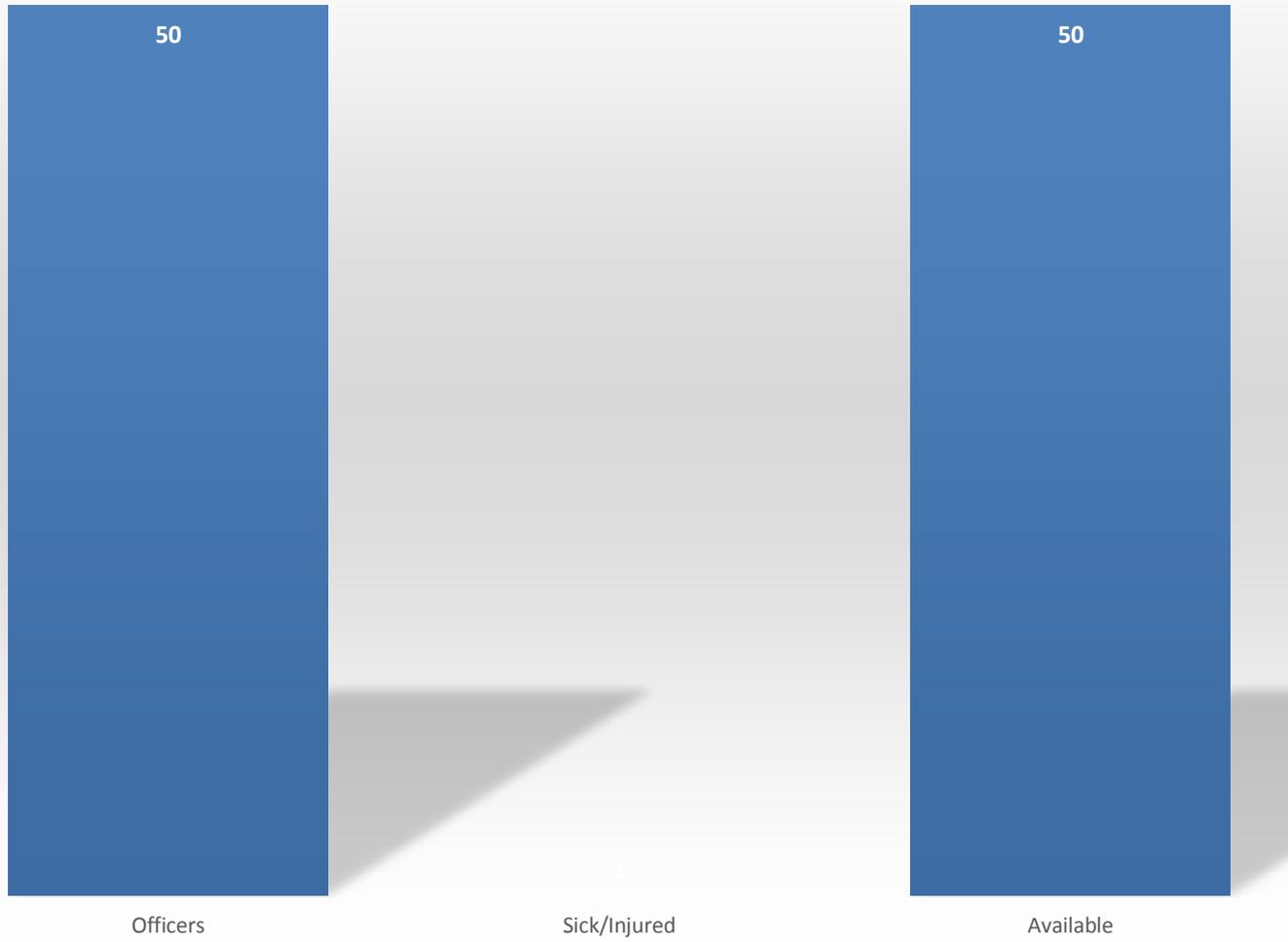


## Detective Overtime



# OFFICER AVAILABILITY November 2017

■ OFFICER AVAILABILITY





# Princeton Police Department

1 Valley Road, Princeton, NJ 08540

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

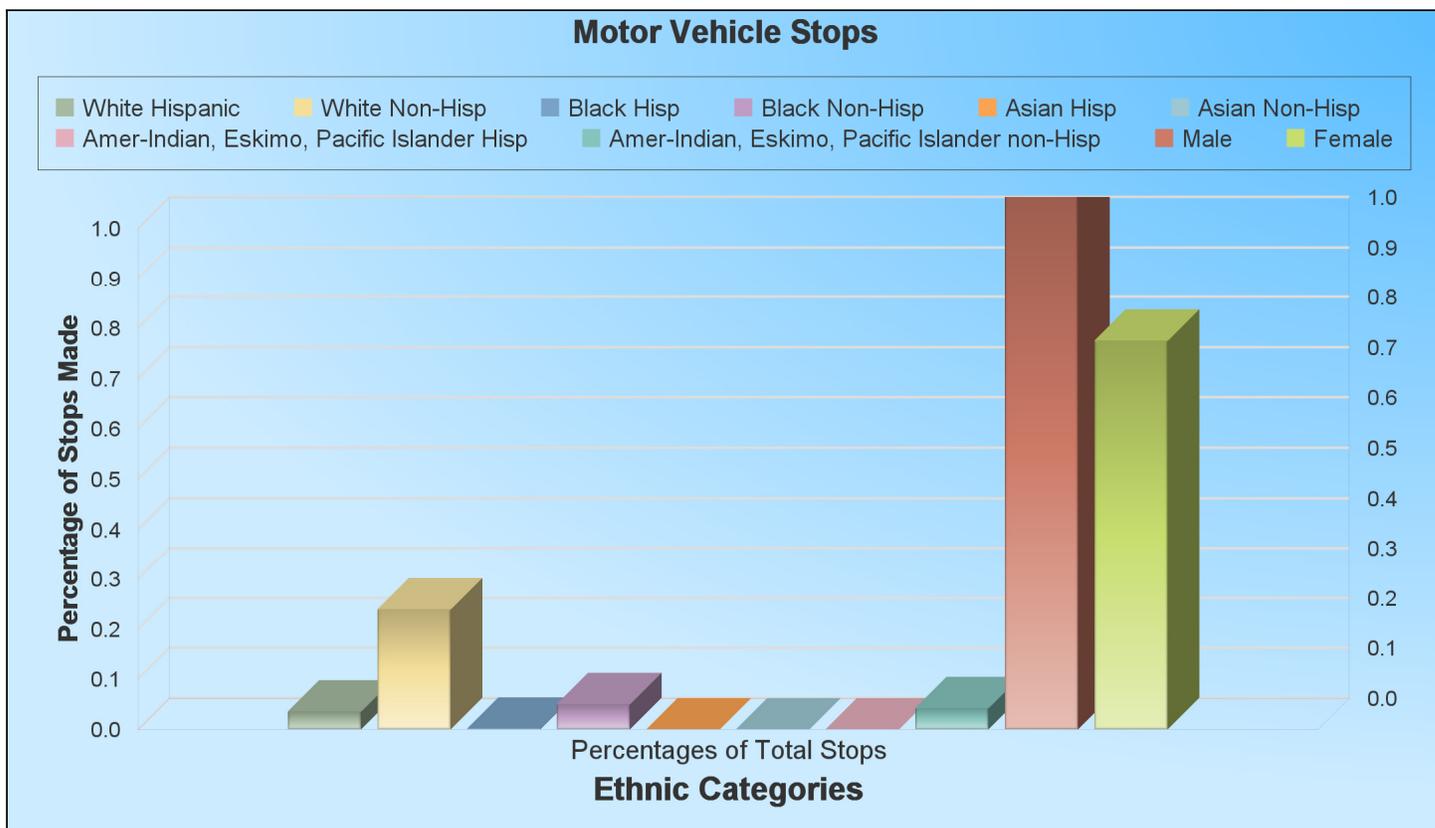
## Gender & Ethnicity Report

### MV Stops for November 2017

Total MV Stops: 44,034

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

Race Code	Total #	Percentage
White Hisp.	6,985	3.58%
White Non Hisp.	46,758	23.96%
Black Hisp.	181	0.09%
Black Non-Hisp.	9,742	4.99%
Native Amer/Eskimo Hisp.	80	0.04%
Native Amer/Eskimo Non-Hisp	53	0.03%
Asian Hisp.	125	0.06%
Asian Non-Hisp.	8,133	4.17%
Male	48,667	110.52%
Female	34,104	77.45%



- ❖ On Sunday, November 5, 2017, Sgt. Solovay and K-9 Harris conducted an explosives sweep in the area of the Princeton central business district for the Princeton Half Marathon. Sgt. Solovay and K-9 Harris remained on scene for the duration of the event.
- ❖ On Tuesday, November 7, 2017, Sgt. Solovay and K-9 Harris attended K-9 Patrol Training at the New Jersey State Police K-9 Training Academy in Wrightstown, NJ. The training was hosted and operated by the New Jersey State Police K-9 Training Unit.
- ❖ On Tuesday, November 14, 2017, Sgt. Solovay and K-9 Harris attended K-9 training for the New Jersey Detect and Render Safe Task Force at the Monmouth Executive Airport in Wall, NJ. The training was hosted by the Wall Township Police Department and operated by the New Jersey State Police K-9 Training Unit.
- ❖ On Tuesday, November 14, 2017, Sgt. Solovay and K-9 Harris responded to a business on Route US-1 North in Lawrence, NJ in order to assist the Mercer County Prosecutor's Office with a homicide investigation. K-9 Harris conducted an article search of the premises in an attempt to locate evidence that was involved in the crime.
- ❖ On Wednesday, November 15, 2017, Sgt. Solovay and K-9 Harris responded to Herrontown Rd. in Princeton in order to attempt to track an emotionally disturbed individual who fled on foot. K-9 Harris conducted an area search, however was unable to locate the involved individual. The individual was later located and found to be in good health.

- ❖ On Tuesday, December 12, 2017, Sgt. Solovay and K-9 Harris attended K-9 training for the New Jersey Detect and Render Safe Task Force at Freehold Raceway in Freehold, NJ. The training was hosted by the Monmouth County Sheriff's Department and operated by the New Jersey State Police K-9 Training Unit.
  
- ❖ On Friday, December 15, 2017, Sgt. Solovay and K-9 Harris responded to Birch Ave. on a report of a suspicious person/possible trespasser who was observed entering a home. K-9 Harris assisted patrols in locating the involved individual in the basement of the caller. The individual was later determined to be known by the homeowner and no further police action was taken.

**2017 MOTOR VEHICLE  
ACCIDENT STATISTICS**

**VEHICLES INVOLVED**

Number: 1,700

**INJURIES INVOLVED**

Number: 182

**ACCIDENTS WITH INJURIES**

Number: 151

**PROPERTY DAMAGE ACCIDENTS**

Number: 86

**DRIVERS INVOLVED**

Unknown: 85  
Male: 904  
Female: 711  
Total: 1,700

**DAYLIGHT/DARKNESS**

Daylight: 731  
Darkness: 175  
Unknown: 0  
Total: 906

**ROAD CONDITIONS**

Dry: 748  
Wet: 137  
Snow: 15  
Ice: 5  
Other: 1  
Total: 906

**ACCIDENTS INVOLVING DEER**

Investigated by PD: 33  
Not Investigated: 0  
Total: 33

**SUMMONS ISSUED**

Number: 898

**ACCIDENTS INVOLVING  
PEDESTRIANS**

Injury: 19  
Non-Injury: 2  
Fatal: 1  
Other: 0

**ACCIDENTS INVOLVING  
BICYCLISTS**

Injury: 10  
Non-Injury: 7  
Fatal: 0  
Other: 0

**NUMBER OF ACCIDENTS BY DAY**

Unknown:	0
Monday:	127
Tuesday:	144
Wednesday:	165
Thursday:	155
Friday:	142
Saturday:	97
Sunday:	76
Total:	906

**TIMES OF DAY**

0001 – 0100:	2
0101 – 0200:	8
0201 – 0300:	7
0301 – 0400:	1
0401 – 0500:	3
0501 – 0600:	3
0601 – 0700:	9
0701 – 0800:	38
0801 – 0900:	54
0901 – 1000:	50
1001 – 1100:	49
1101 – 1200:	47
1201 – 1300:	62
1301 – 1400:	72
1401 – 1500:	73
1501 – 1600:	84
1601 – 1700:	77
1701 – 1800:	78
1801 – 1900:	62
1901 – 2000:	47
2001 – 2100:	23
2101 – 2200:	22
2201 – 2300:	17
2301 – 2400:	18
Total:	906

**ACCIDENTS INVOLVING  
MOTORCYCLES**

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

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

Number:	840
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**PRIVATE PROPERTY  
LOCATIONS**

Number:	152
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**WEATHER CONDITIONS**

Other:	15
Snow:	14
Rain:	98
Clear:	779
Total:	906

**FATAL ACCIDENTS**

Number:	1
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## 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	0	1	6	1	2	1	0	2	2	2	
<u>Persons against whom force was used</u>	0	1	0	1	6	1	2	1	0	2	2	2	
<u>Involving Officer use of Physical Force</u>	0	1	0	1	11	1	4	2	0	2	2	2	
<u>Involving Officer use of Mechanical Force</u>	0	0	0	0	0	0	0	0	0	0	0	0	
<u>Involving Officer use of Deadly Force</u>	0	0	0	0	0	0	0	0	0	0	0	0	

January	-
February	17-4818
March	-
April	17-13074
May	17-14895 /17-15314/17-15657 /17-15869 /17-16114 /17-16168
June	17-17795 / 17-21780
July	17-25121
August	17-25120
September	-
October	17-30128 / 17-31032
November	17-33528 / 17-35700
December	

PRINCETON POLICE  
DEPARTMENT  
CHIEF'S MONTHLY REPORT



DECEMBER

2017

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## **Safe Neighborhood Bureau Monthly Report**

**December 2017**

- ❖ **December 1** – SNB Instructed firearms at MCPO Police Academy.
- ❖ **December 5** – SNB attended Riverside School Health & Wellness with flag football.
- ❖ **December 6** – SNB served dinners at Cornerstone Community Kitchen.
- ❖ **December 7** – SNB Cyberbullying Presentation at JW School.
- ❖ **December 12** – SNB met with TAG student’s Candid discussion of traffic stops.
- ❖ **December 18** – SNB Attended security assessment of Littlebrook, CP, JW & Riverside schools.
- ❖ **December 19**– SNB Operation Blue Angel discussed with residents.

### **Other Issues of note.**

- ❖ SNB covered 9 crossings and 8 school initiatives.
- ❖ SNB performed 36 vacant house checks.
- ❖ SNB conducted 4 Foot Patrols.
- ❖ SNB conducted 6 child safety seat inspections.



## **Princeton Police Department**

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

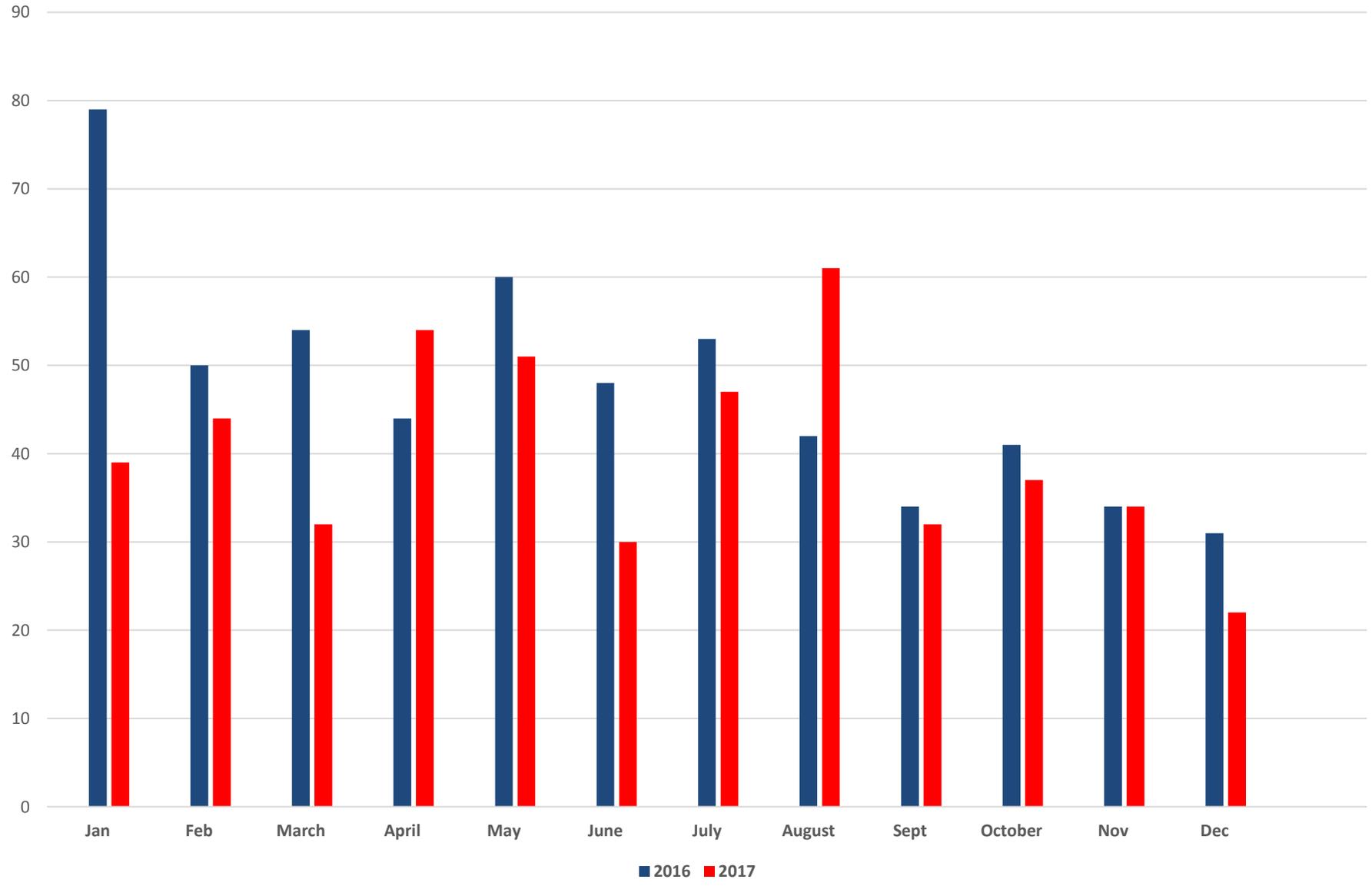
**Phone: (609)921-2100 / Fax: (609)924-8197**

### **Juvenile Report December 2017**

#### **Juvenile Petitioned to Family Court**

A sixteen-year-old boy was charged with Endangering the Welfare of a Minor after he was found to have shown several students naked videos/photographs of a fifteen-year-old girl student and sent the videos/photographs to another fifteen-year-old girl. He was also charged with Stalking a fifteen year old girl after he was found to have repeatedly texted her and followed her after she had told him to leave her alone.

# ARRESTS DECEMBER 2017

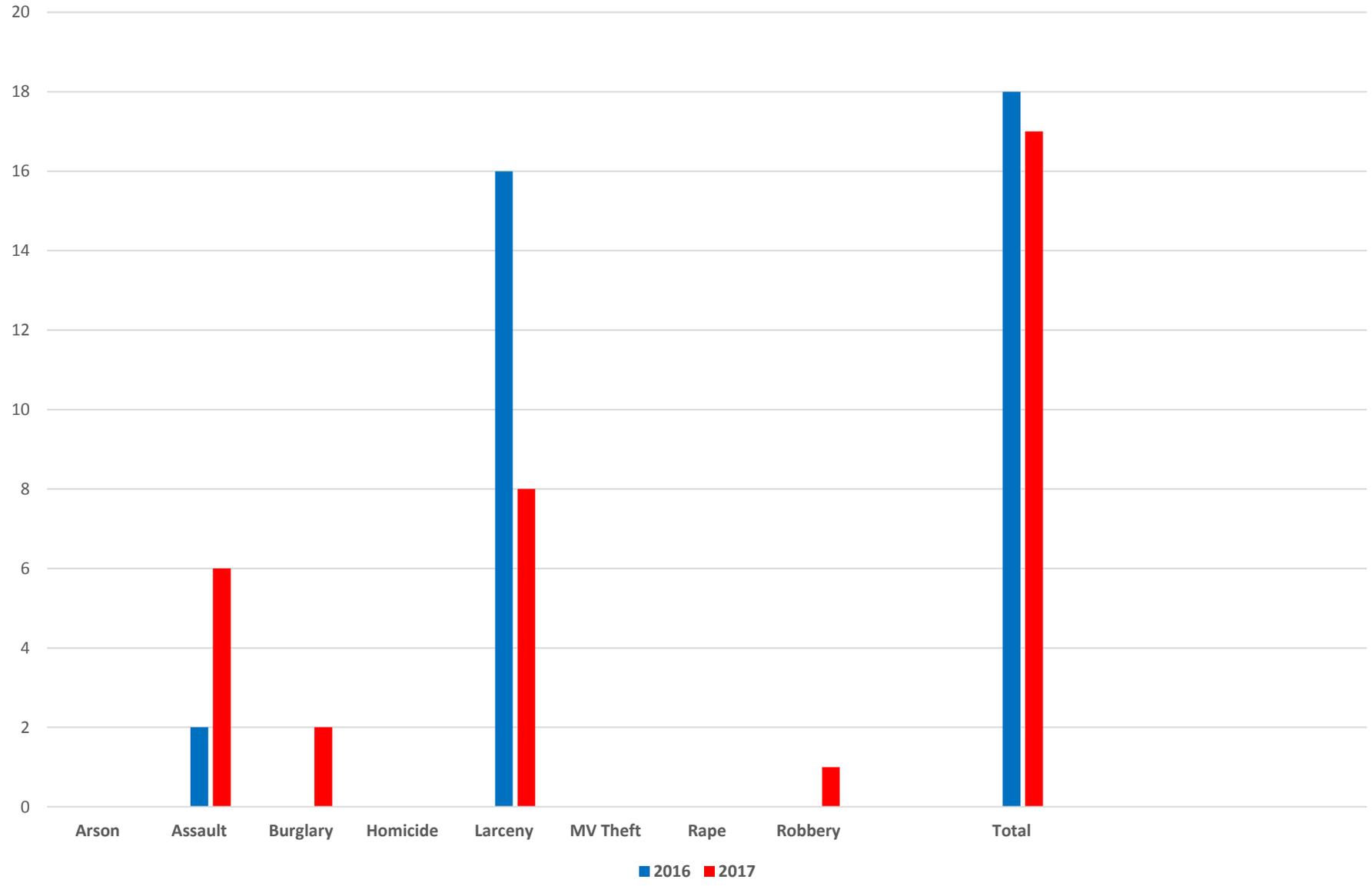


## TOTAL ARRESTS

2017	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2017
Arrests	39	44	32	54	51	30	47	61	32	37	34	22	483

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

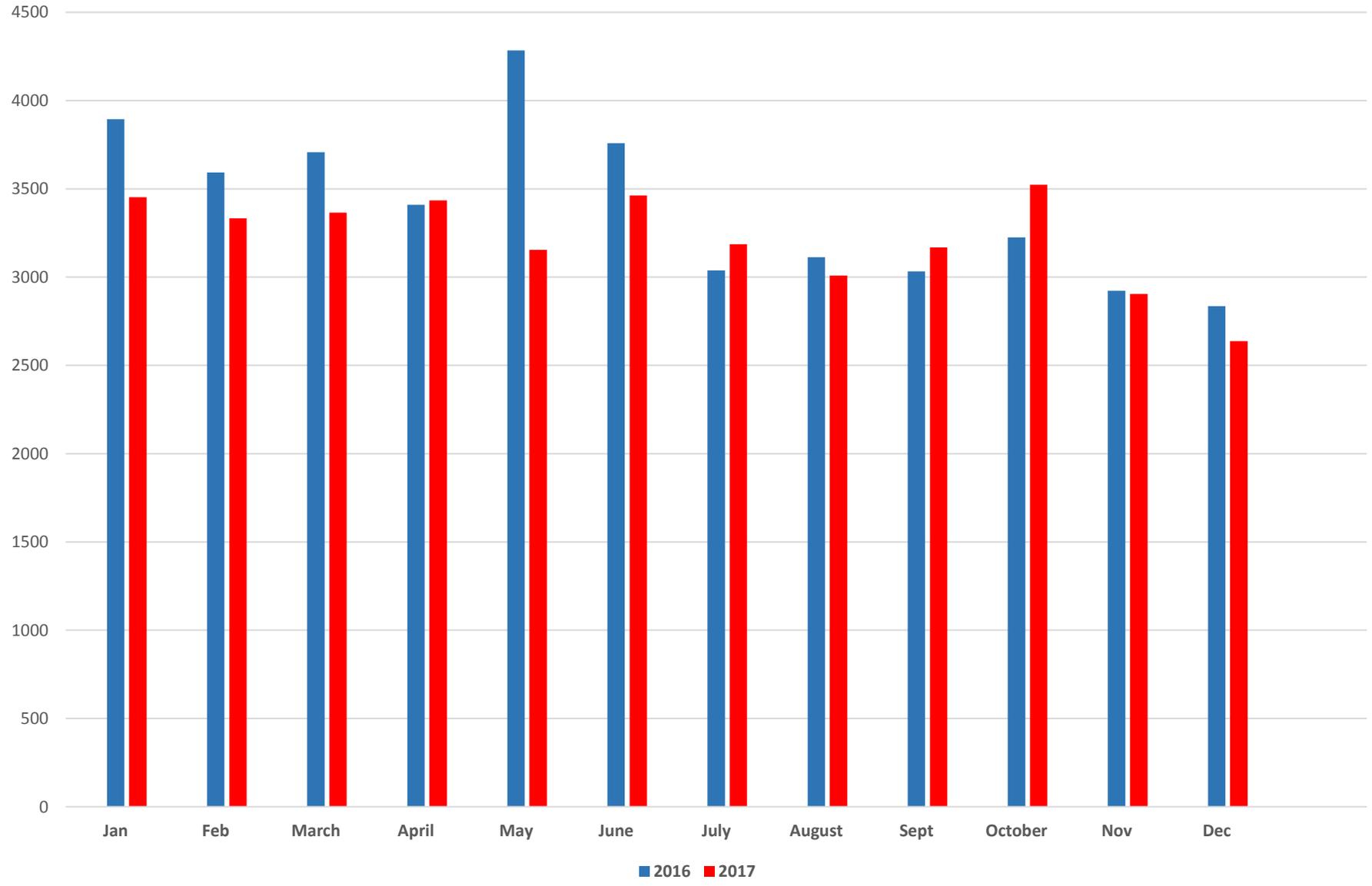
# UCR DECEMBER 2017



## DECEMBER UCR

UCR TYPE	DECEMBER 2016	DECEMBER 2017	YTD 2017
Arson	0	0	3
Assault	2	6	39
Burglary	0	2	43
Homicide	0	0	0
Larceny	16	8	180
Motor Vehicle Theft	0	0	6
Rape	0	0	0
Robbery	0	1	2
TOTAL	18	17	273

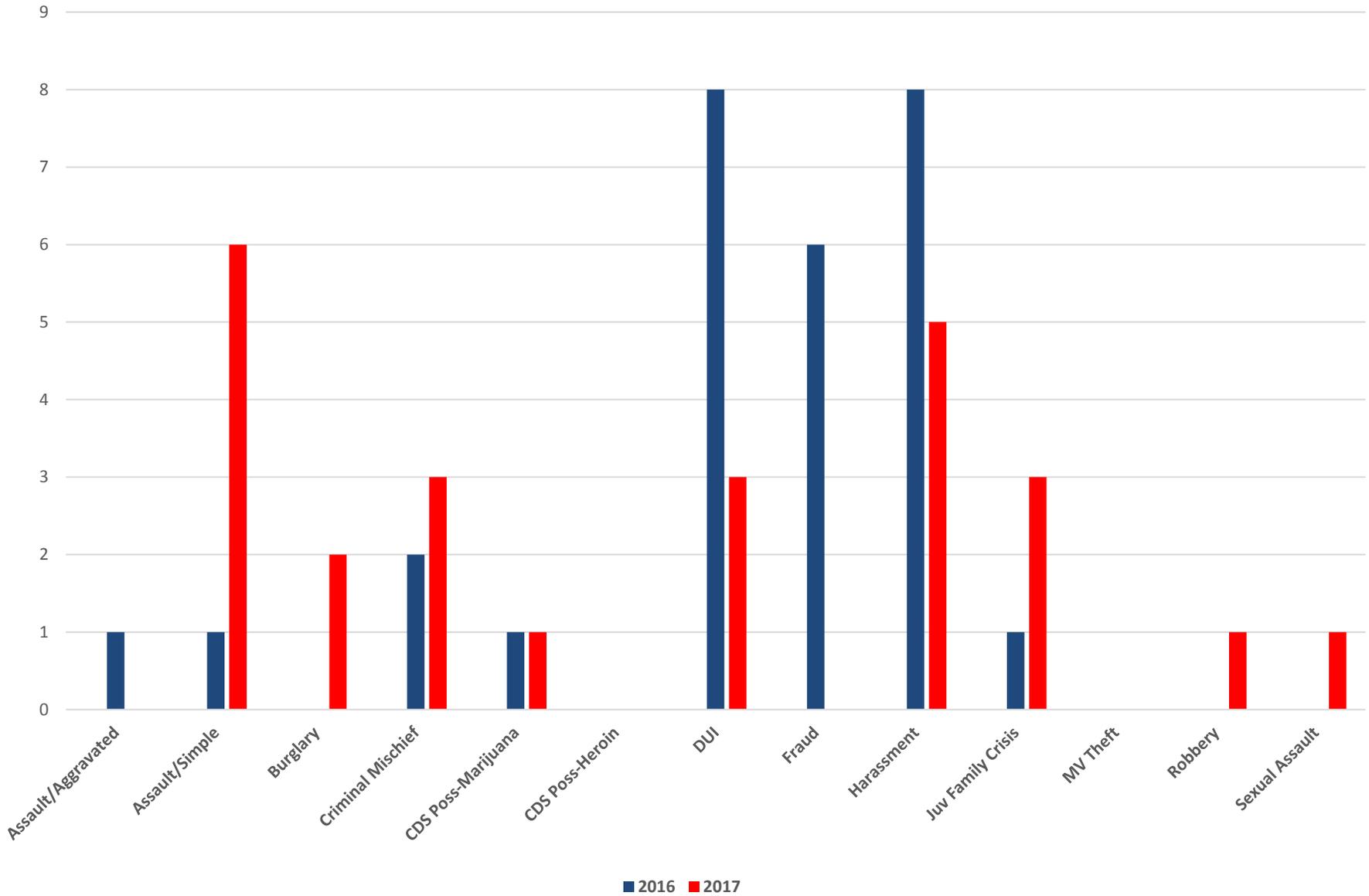
# SERVICE CALLS DECEMBER 2017



## SERVICE CALLS

Service Calls	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
2017	3,453	3,333	3,365	3,434	3,154	3,462	3,187	3,009	3,168	3,523	2,905	2,637	38,630
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

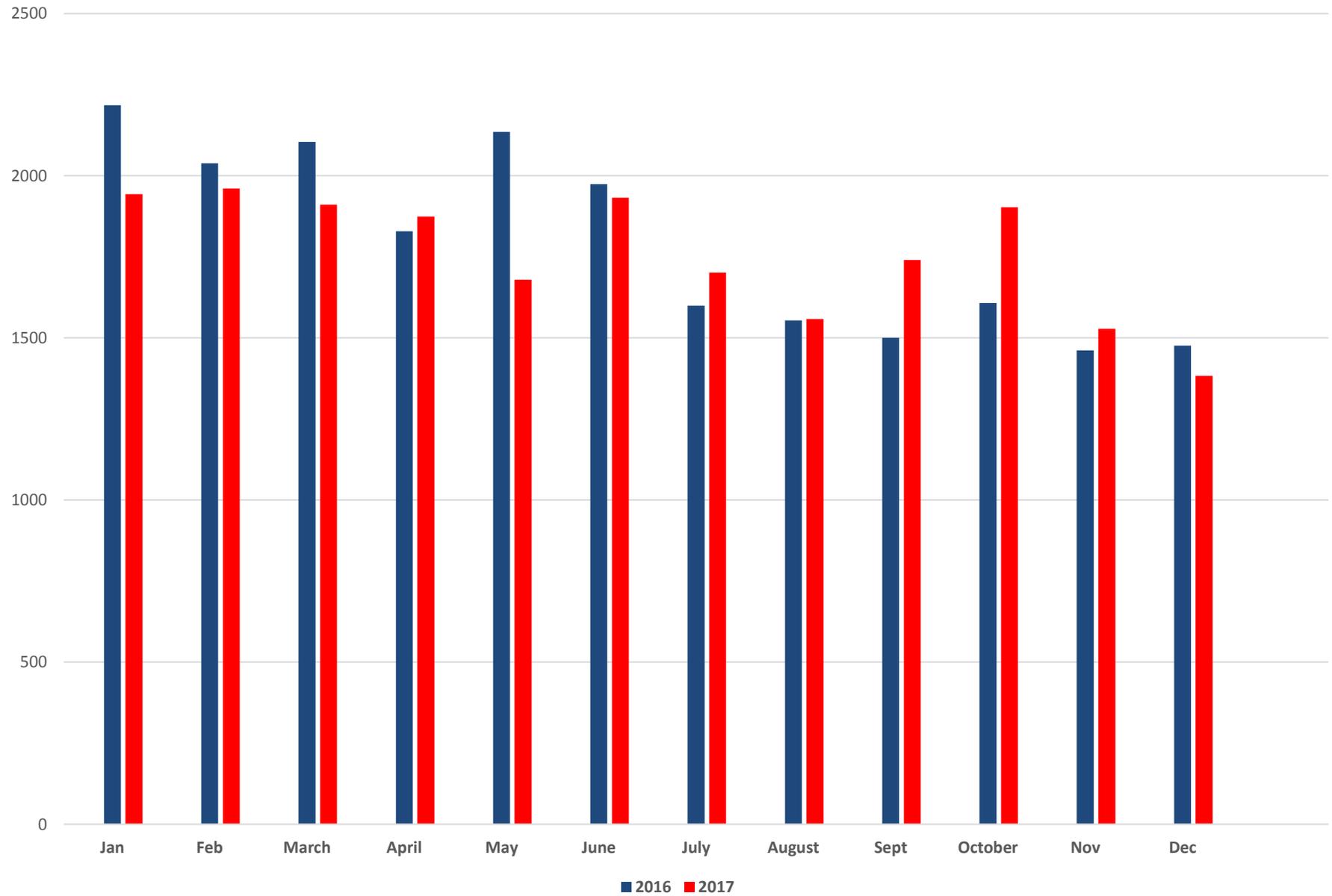
## OFFENSES DECEMBER 2017



## DECEMBER OFFENSES

OFFENSE TYPE	DECEMBER 2016	DECEMBER 2017	YTD 2017
Assault/Aggravated	1	0	5
Assault/Simple	1	6	32
Burglary	0	2	46
Criminal Mischief	2	3	62
CDS Possession – Marijuana	1	1	84
CDS Possession – Heroin	0	0	3
DUI	8	3	73
Fraud	6	0	48
Harassment	8	5	111
Juvenile Family Crisis	1	3	18
Motor Vehicle Theft	0	0	6
Robbery	0	1	2
Sexual Assault	0	1	2
Shoplifting	2	2	15
Soliciting W/Out Permit	0	0	18
Theft	16	8	176
Theft by Deception	0	2	18
Threat/Improper Influence	0	1	3
Warrant Arrest	2	3	74
<b>TOTAL</b>	<b>48</b>	<b>41</b>	<b>796</b>

## NON-CRIMINAL INCIDENTS



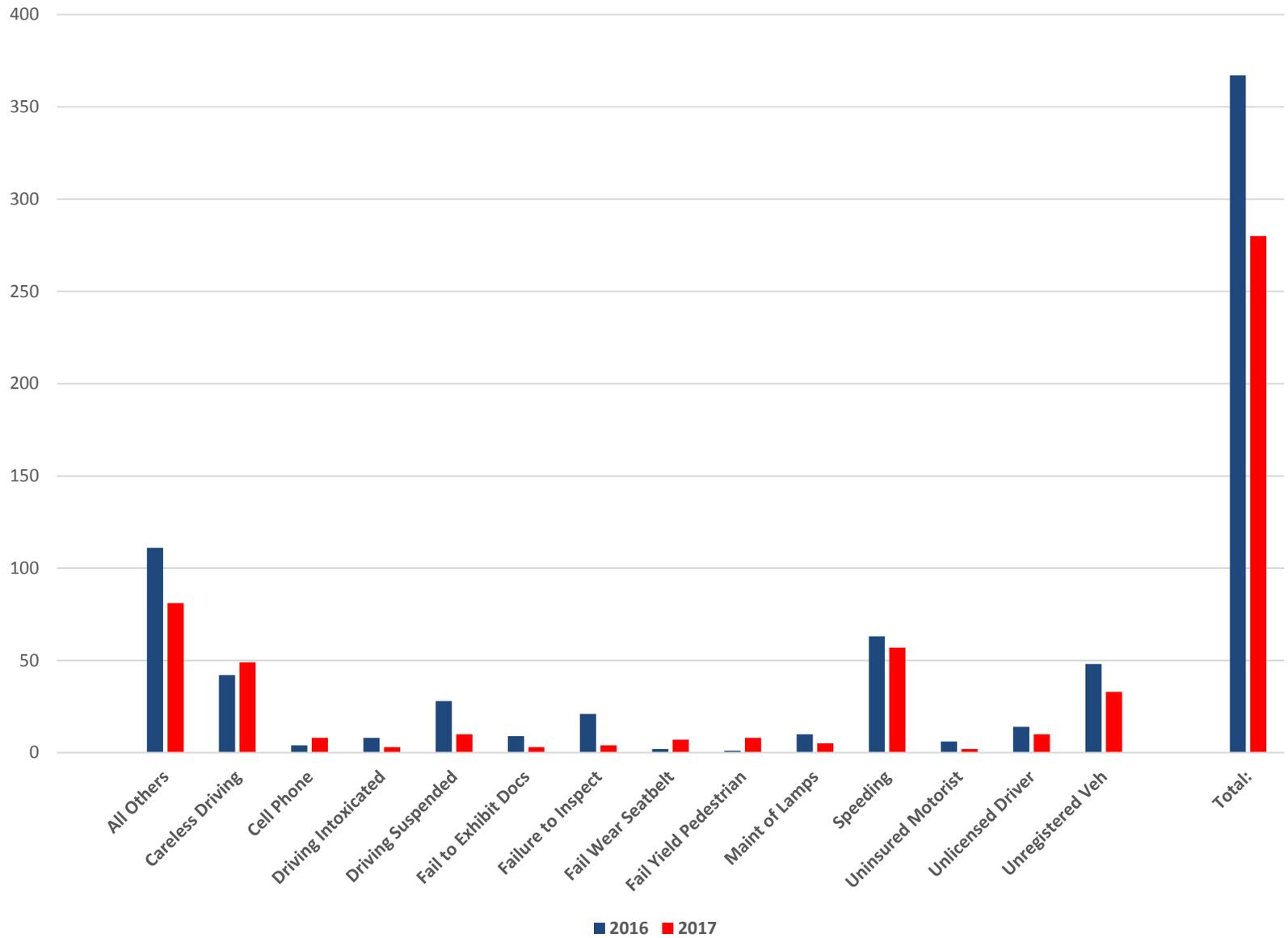
## DECEMBER NON-CRIMINAL INCIDENTS

NON-CRIMINAL INCIDENTS	DECEMBER 2016	DECEMBER 2017	YTD 2017
Alarms Auto	0	0	16
Alarms Burglary	1	8	15
Alarms Commercial Burglary	37	51	409
Alarms Commercial Fire	22	30	268
Alarms Fire	0	5	19
Alarms Maintenance	0	0	0
Alarms Medical	6	7	64
Alarms Other	4	2	46
Alarms Panic	4	6	90
Alarms Residential Burglary	79	75	842
Alarms Residential Fire	13	11	172
Animal Complaints	37	32	418
Building Check	2	4	48
Business Disputes	0	2	31
Disabled Vehicle	20	35	347
Emotionally Disturbed Person	3	7	72
Escorts Traffic	0	0	2
Fingerprints	6	7	81
Fire (Other) Odor of Smoke	7	2	50
Fire Commercial	0	0	4
Fire Dwelling	0	1	12
Fire False	0	0	0
Fire Vehicle	1	0	3
Firearms Background	3	6	61
Foot Patrol	45	21	538
Found Bicycles	1	2	23
Found Property	15	15	203
Gas Leaks/Explosion	5	8	66
Intoxicated Person	2	3	30
Landlord/Tenant	0	0	9
Littering	0	0	2
Lockout/MV	18	10	145
Lockout/Residence	2	3	23
Lost Property	6	3	66
Medical Call	174	169	2,163
Missing Person	1	0	37
Motor Vehicle Complaint	15	16	167
Motor Vehicle Incident	8	2	47

## DECEMBER NON-CRIMINAL INCIDENTS

NON-CRIMINAL INCIDENTS	DECEMBER 2016	DECEMBER 2017	YTD 2017
Motor Vehicle Stop	484	410	8,933
MVA	0	0	0
MVA Involving Injury	13	6	81
MVA No Injury	74	87	934
MVA No Report	2	5	51
MVA With Bicycle	0	1	19
MVA With Deer	2	8	43
MVA With Pedestrian	1	2	26
Noise Complaint	13	13	196
Notifications	14	10	122
Parking Complaints	41	32	496
Prisoner Transport	1	1	20
School Crossing	64	115	1,185
School Detail	48	16	359
Service of Subpoena	0	0	7
Suspicious Incidents	34	20	451
Suspicious Package	0	0	0
Suspicious Person	14	11	190
Suspicious Vehicle	35	17	311
Traffic Hazard	10	5	134
Tree Down	11	5	128
Unattended Death	0	0	5
Unwanted Person	4	6	45
Urinating in Public	0	0	13
Vacant House Check	48	38	390
Welfare Check	24	26	298
Wire/Pole Down	2	6	87
Non-Criminal – TOTAL	1,476	1,383	21,113

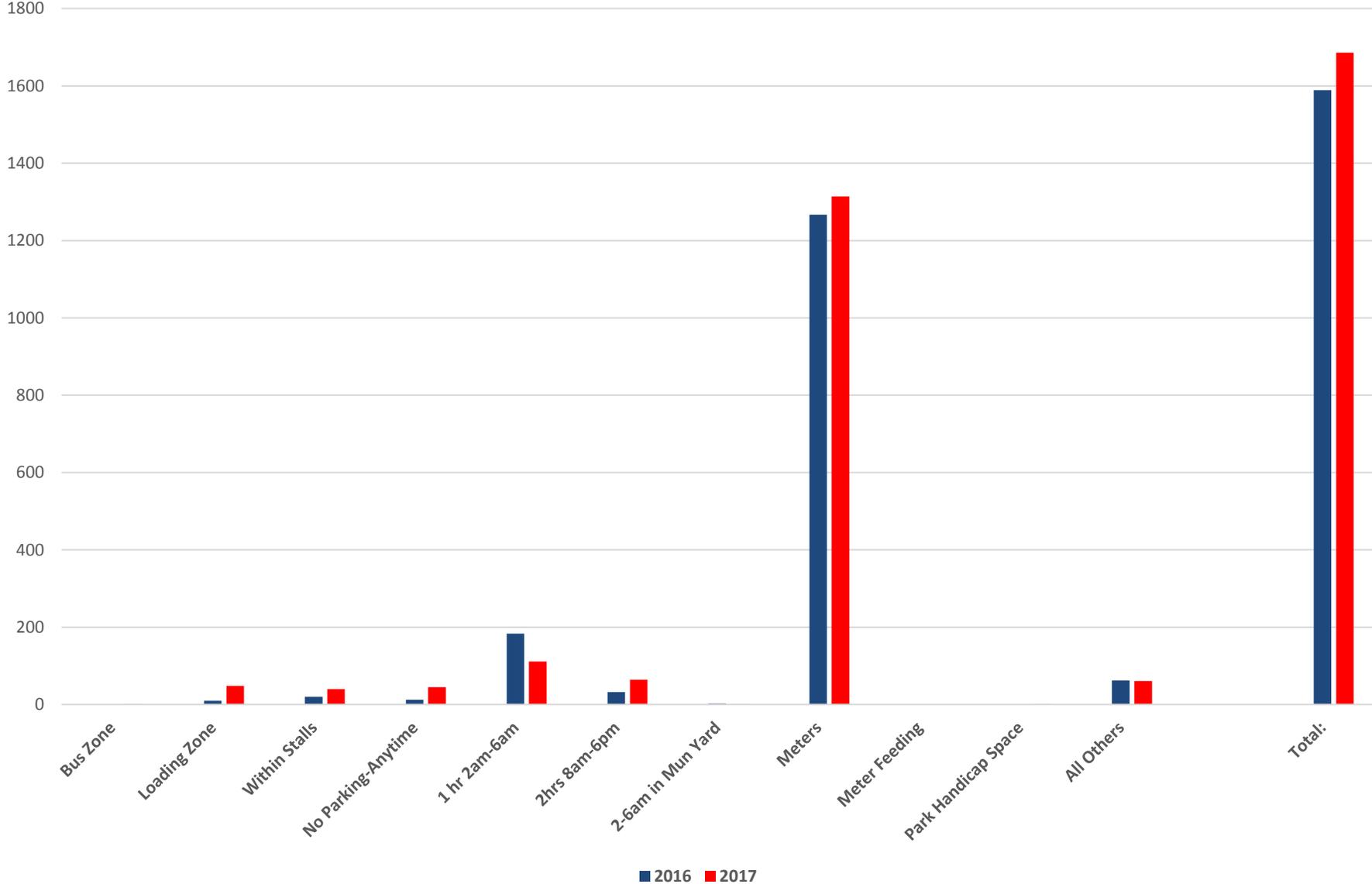
## SUMMONSES DECEMBER 2017



## DECEMBER SUMMONSES

SUMMONS TYPE	DECEMBER 2016	DECEMBER 2017	YTD 2017
All Other	111	81	1,961
Careless Driving	42	49	521
Cell Phone	4	8	245
Driving While Intoxicated	8	3	66
Driving While Suspended	28	10	303
Failure to Exhibit Documents	9	3	134
Failure to Inspect	21	4	277
Failure to Wear Seatbelt	2	7	160
Failure to Yield to Pedestrian in Crosswalk	1	8	116
Maintenance of Lamps	10	5	131
Speeding	63	57	1,148
Uninsured Motorist	6	2	64
Unlicensed Driver	14	10	139
Unregistered Vehicle	48	33	517
<b>Total Summonses</b>	<b>367</b>	<b>280</b>	<b>5,782</b>

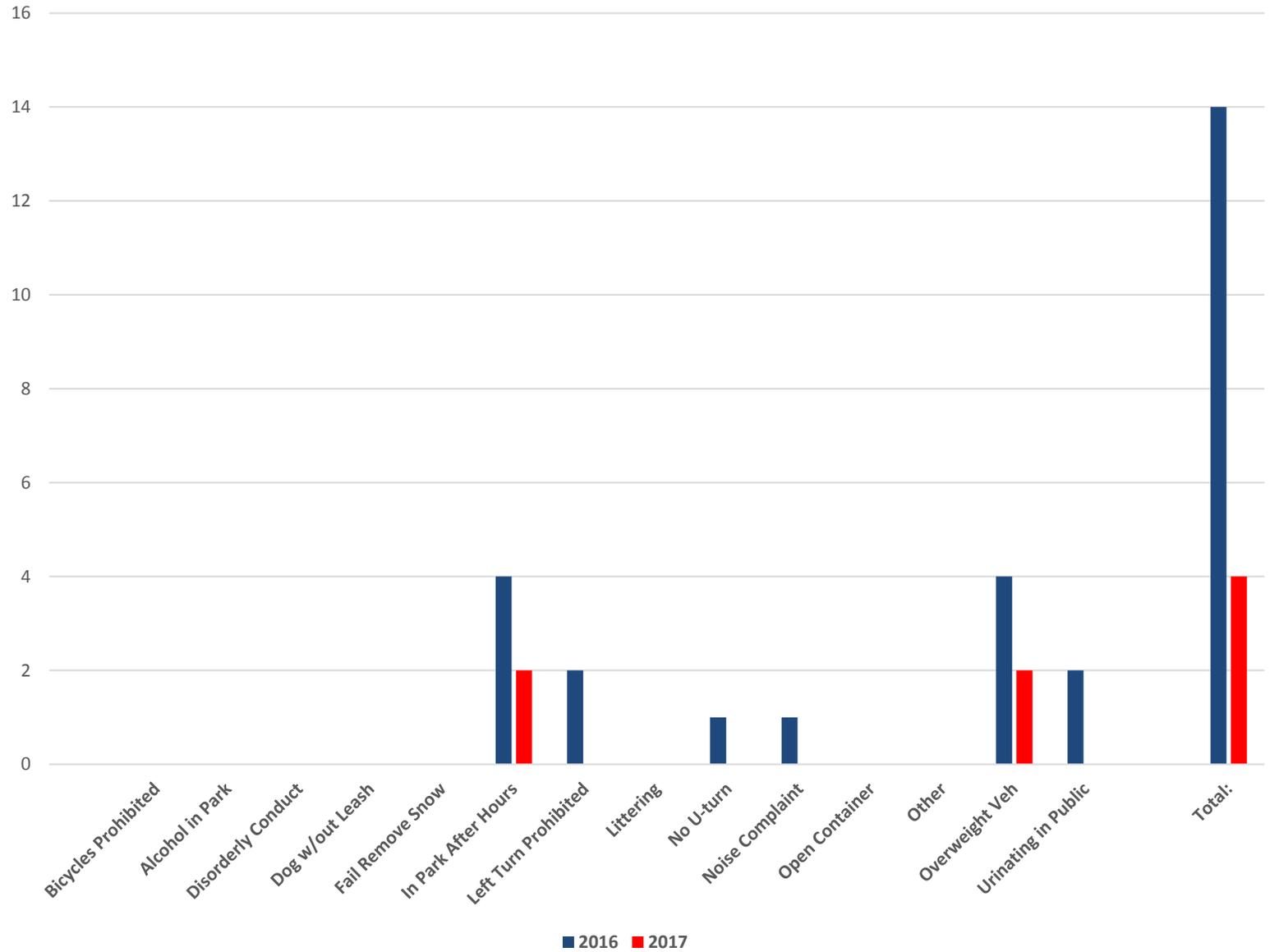
# PARKING VIOLATIONS DECEMBER 2017



## DECEMBER PARKING VIOLATIONS

PARKING ORDINANCE	DECEMBER 2016	DECEMBER 2017	YTD 2017
Bus Zone	0	1	10
Loading Zone	10	48	470
Parking Within Designated Parking Stalls	20	40	382
No Parking Zones/Anytime	12	45	436
Park Between 2AM & 6AM 1hr Limit	183	111	1,895
Parking Limit 2 hrs Between 8AM & 6PM	32	64	1,318
Park Between 2AM & 6AM in Municipal Yard	3	1	13
Meters	1,267	1,314	20,288
Meter Feeding	0	0	11
Parking in Handicap Space	0	1	9
All Others	62	61	1,129
<b>Total - Parking Violations</b>	<b>1,589</b>	<b>1,686</b>	<b>25,961</b>

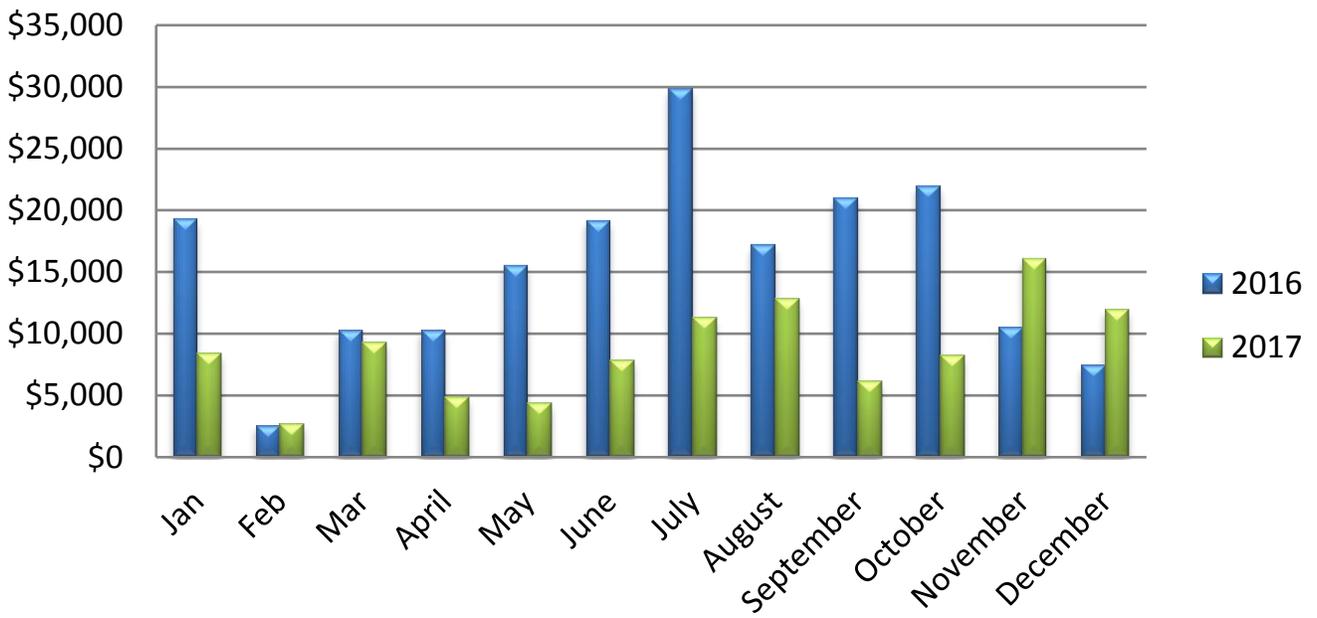
## ORDINANCE VIOLATIONS DECEMBER 2017



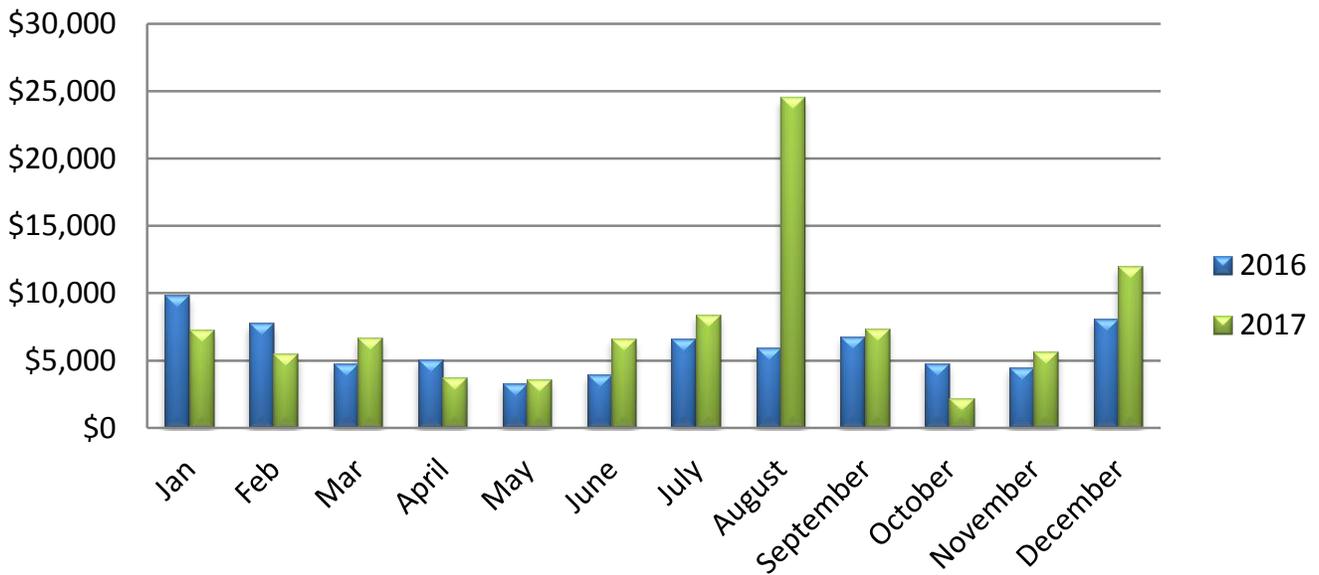
## DECEMBER ORDINANCE VIOLATIONS

ORDINANCE VIOLATION	DECEMBER 2016	DECEMBER 2017	YTD 2017
Bicycles/Skateboards Prohibited	0	0	2
Consumption Alcohol in Park	0	0	0
Disorderly Conduct	0	0	3
Dog Without a Leash	0	0	0
Failure to Remove Snow	0	0	1
In Park After Hours	4	2	7
Left Turn Prohibited	2	0	6
Littering	0	0	15
No U-Turn	1	0	2
Noise Complaint	1	0	1
Open Container	0	0	10
Other	0	0	11
Overweight Vehicle	4	2	208
Urinating in Public	2	0	22
<b>Total - Ordinance Violations</b>	<b>14</b>	<b>4</b>	<b>288</b>

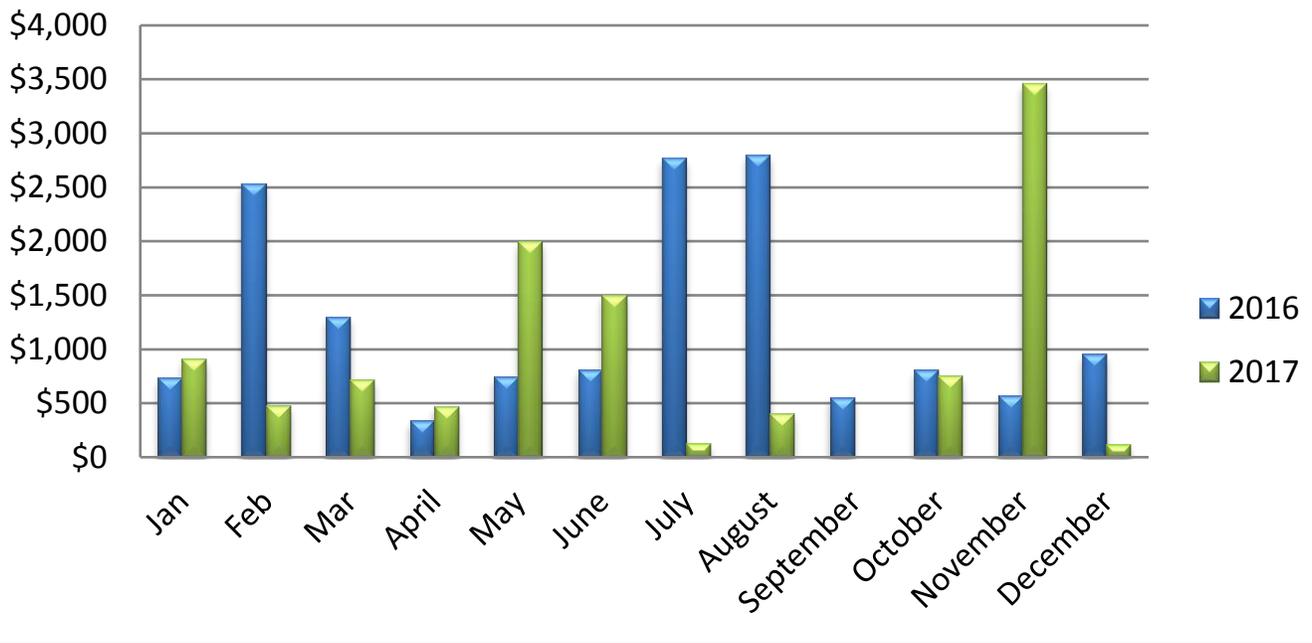
# Patrol Overtime



## Dispatch Overtime

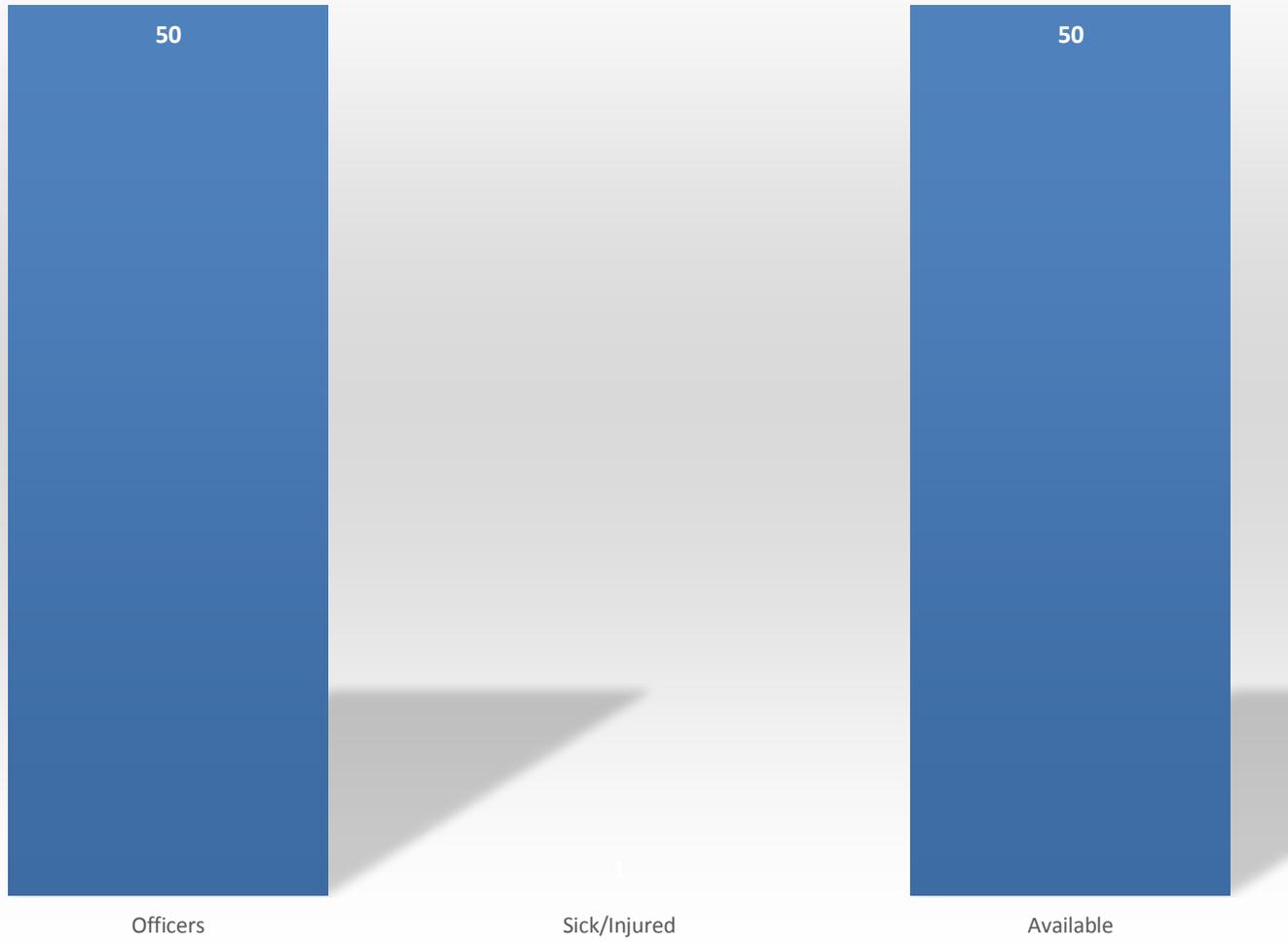


## Detective Overtime



# OFFICER AVAILABILITY DECEMBER 2017

■ OFFICER AVAILABILITY





# Princeton Police Department

1 Valley Road, Princeton, NJ 08540

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

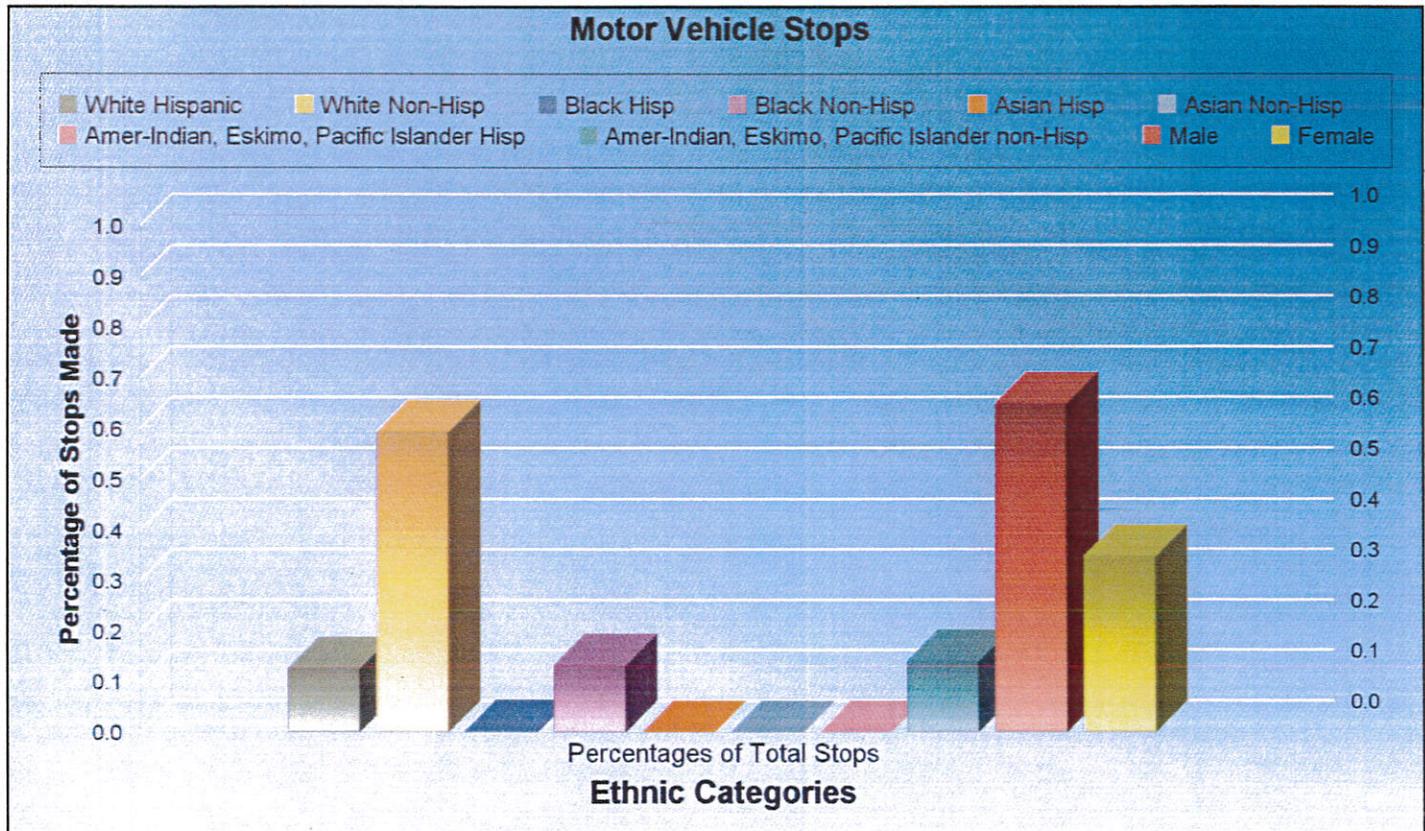


## Gender & Ethnicity Report MV Stops for December 2017

**Total MV Stops: 410**

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

Race Code	Total #	Percentage
White Hisp.	52	12.68%
White Non Hisp.	244	59.51%
Black Hisp.	1	0.24%
Black Non-Hisp.	55	13.41%
Native Amer/Eskimo Hisp.	0	0.00%
Native Amer/Eskimo Non-Hisp	0	0.00%
Asian Hisp.	0	0.00%
Asian Non-Hisp.	58	14.15%
Male	267	65.12%
Female	143	34.88%



**2017 MOTOR VEHICLE  
ACCIDENT STATISTICS**

**VEHICLES INVOLVED**

Number: 1,864

**INJURIES INVOLVED**

Number: 201

**ACCIDENTS WITH INJURIES**

Number: 166

**PROPERTY DAMAGE ACCIDENTS**

Number: 97

**DRIVERS INVOLVED**

Unknown: 91  
Male: 981  
Female: 792  
Total: 1,864

**DAYLIGHT/DARKNESS**

Daylight: 798  
Darkness: 203  
Unknown: 0  
Total: 1,001

**ROAD CONDITIONS**

Dry: 820  
Wet: 145  
Snow: 27  
Ice: 7  
Other: 2  
Total: 1,001

**ACCIDENTS INVOLVING DEER**

Investigated by PD: 42  
Not Investigated: 0  
Total: 42

**SUMMONS ISSUED**

Number: 969

**ACCIDENTS INVOLVING  
PEDESTRIANS**

Injury: 24  
Non-Injury: 1  
Fatal: 1  
Other: 0

**ACCIDENTS INVOLVING  
BICYCLISTS**

Injury: 10  
Non-Injury: 7  
Fatal: 0  
Other: 0

**NUMBER OF ACCIDENTS BY DAY**

Unknown:	0
Monday:	141
Tuesday:	156
Wednesday:	179
Thursday:	169
Friday:	163
Saturday:	110
Sunday:	83
Total:	1,001

**TIMES OF DAY**

0001 – 0100:	3
0101 – 0200:	8
0201 – 0300:	7
0301 – 0400:	1
0401 – 0500:	3
0501 – 0600:	4
0601 – 0700:	10
0701 – 0800:	41
0801 – 0900:	61
0901 – 1000:	56
1001 – 1100:	56
1101 – 1200:	54
1201 – 1300:	70
1301 – 1400:	78
1401 – 1500:	80
1501 – 1600:	91
1601 – 1700:	85
1701 – 1800:	86
1801 – 1900:	68
1901 – 2000:	51
2001 – 2100:	27
2101 – 2200:	25
2201 – 2300:	18
2301 – 2400:	18
Total:	1,001

**ACCIDENTS INVOLVING  
MOTORCYCLES**

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

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

Number: 927

**PRIVATE PROPERTY  
LOCATIONS**

Number: 166

**WEATHER CONDITIONS**

Other:	17
Snow:	28
Rain:	102
Clear:	854
Total:	1,001

**FATAL ACCIDENTS**

Number: 1

## 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	0	1	6	1	2	1	0	2	2	0	16
<u>Persons against whom force was used</u>	0	1	0	1	6	1	2	1	0	2	2	0	16
<u>Involving Officer use of Physical Force</u>	0	1	0	1	11	1	4	2	0	2	2	0	24
<u>Involving Officer use of Mechanical Force</u>	0	0	0	0	0	0	0	0	0	0	0	0	0
<u>Involving Officer use of Deadly Force</u>	0	0	0	0	0	0	0	0	0	0	0	0	0

January	-
February	17-4818
March	-
April	17-13074
May	17-14895 /17-15314/17-15657 /17-15869 /17-16114 /17-16168
June	17-17795 / 17-21780
July	17-25121
August	17-25120
September	-
October	17-30128 / 17-31032
November	17-33528 / 17-35700
December	-



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Clerk

**AGENDA ITEM**

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**2018 Municipal Budget**

**ATTACHMENTS:**

- Budget Work Session Presentation\_Final (PDF)



## 2018 EXPENDITURE DRIVERS

APPROPRIATION	2018 BUDGET	2017 BUDGET	DIFFERENCE	PERCENT CHANGE
Public Employees Retirement System	1,500,000.00	1,400,500.00	99,500.00	7.10%
Payment of Bond Principal	8,700,000.00	8,350,000.00	350,000.00	4.19%
Interest on Bonds	2,025,000.00	1,525,000.00	500,000.00	32.79%
Deferred Charges to Future Taxation	700,000.00	200,000.00	500,000.00	250%
		<b>Total Expenses</b>	<b>1,449,500.00</b>	

**Note:** Total Expenditure Increase 1,211,837.85



## HOW TO ADDRESS BUDGET DRIVERS ?

### **INCREASE IN DEBT SERVICE**

(New Debt Payment - Recent Bond Sale)

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- ✓ Debt Service Increase  
850,000.00
- ✓ Decrease Impact of Debt Service  
by using 381,400.00 of Capital  
Surplus

### **INCREASE DEFERRED CHARGES**

(Payment of Old Capital Not Eligible for Bonding)

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- ✓ Total Old Capital -1.5 Million  
Dollars
- ✓ Option 1 – Three Year Payoff
- ✓ Option 2 – One Year Payoff



## 2018 REVENUE DECREASES

REVENUE	2018 BUDGET	2017 BUDGET	DIFFERENCE
Reserves For Premium Bonds/Notes	217,813.00	319,180.00	(101,367.00)
Reserves For Debt Service	0	750,000.00	(750,000.00)
Assessment Trust	0	100,000.00	(100,000.00)
Reserve For Debt Service	0	85,531.91	(85,531.19)
		<b>Total Revenue Loss</b>	<b>(1,036,898.19)</b>

**Note:** Total Revenue Loss 1,070,601.60



# HOW DO WE ADDRESS THE REVENUE LOSSES

## Losses In Special Items of Revenues

- ✓ Increase the Use of Surplus
  - 250,000.00 in 2018
  - 125,000.00 in 2019
  
- ✓ Initial Projections - Surplus will Grow - 1.6 Million in 2018



## 2018 PROPOSED BUDGET ADJUSTMENTS

Budget Items	Amount	Adjustments
Stony Brook Regional Sewage Authority	3,850,000.00	(75,000.00)
NJ Environmental Trust Fund Loan	1,200,000.00	(90,000.00)
Office of Emergency Management Salary to FEMA Grant		(50,000.00)
	<b>Total Adjustment</b>	<b>(215,000.00)</b>



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Clerk

**ORDINANCE**

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**2018-1 An Ordinance of the Municipality of Princeton Increasing the Number of Members on the Citizens Finance Advisory Committee and Amending Section 2-111 of the “Code of the Township of Princeton, New Jersey, 1968” And Section 2-84 of the “Code of the Borough of Princeton, New Jersey, 1974”**

**HISTORY:**

01/22/18      Mayor and Council of Princeton    INTRODUCED

Next: 02/12/18

**ATTACHMENTS:**

- Memo re CFAC membership                      (PDF)
- 2018-1 Ordinance Increasing CFAC membership (DOCX)

# MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW

## MEMORANDUM

To: Princeton Mayor and Council

From: Trishka Waterbury Cecil, Esq.  
Princeton Attorney



Date: January 4, 2018

**Re: Ordinance regarding the Citizens Finance Advisory Committee**

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Enclosed for consideration at the January 8, 2018 Mayor and Council meeting please find an ordinance amending section 2-111 of the Code of the former Township of Princeton in order to increase the number of members on the Citizens Finance Advisory Committee from five to six. The ordinance also provides that the terms of the six members should be staggered so as to ensure that no more than two members' terms expire in the same year, and authorizes the mayor to readjust the terms of the sitting members to effectuate this requirement.

Please do not hesitate to contact me at (609) 436-1211 or [trishka@mpglaw.com](mailto:trishka@mpglaw.com) with any questions.

Encl.

cc: Marc D. Dashield, Administrator  
Kathleen K. Brzezynski, Clerk  
Sandra Webb, Chief Financial Officer

**Ordinance #2018-1**

**AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON INCREASING THE NUMBER OF MEMBERS ON THE CITIZENS FINANCE ADVISORY COMMITTEE AND AMENDING SECTION 2-111 OF THE “CODE OF THE TOWNSHIP OF PRINCETON, NEW JERSEY, 1968” AND SECTION 2-84 OF THE “CODE OF THE BOROUGH OF PRINCETON, NEW JERSEY, 1974”**

BE IT ORDAINED by the Princeton Council as follows:

Section 1. Subsection 2-111, “Citizens finance advisory committee,” in Chapter 2, “Administration,” of the “Code of the Township of Princeton, New Jersey, 1968,” is hereby amended to read as follows (additions are underlined thus; deletions are in brackets [thus]):

Sec. 2-111. Citizens finance advisory committee

- (a) There is hereby established a citizens’ finance advisory committee consisting of [five] six members and a minimum of one non-voting liaison from the governing body. Appropriate municipal staff as designated by the administrator shall be assigned to attend meetings of the committee.
- (b) The members should have, but are not required to have, experience in one of the following disciplines: accounting, business administration, finance, corporate financial planning, marketing research, marketing, economics or computer science.
- (c) [One member shall be appointed for one year, one member for two years, and three members for three years. Thereafter, each appointment] Members shall [be] serve for a term of three years computed from January 1 of the year of their appointment, except that terms filled for the first time shall be so fixed (for three years or less) and arranged so that, to the greatest practicable extent, no more than two members’ terms shall expire in the same year.
- (d) A vacancy occurring otherwise than by expiration of a term shall be filled for the unexpired term only.
- (e) The members shall serve without compensation.

Section 2. Subsection 2-84, “Citizens finance advisory committee,” in Chapter 2,

“Administration,” of the “Code of the Borough of Princeton, New Jersey, 1974,” is hereby amended to read as follows (additions are underlined thus; deletions are in brackets [thus]):

Sec. 2-84. Citizens finance advisory committee

- (a) There is hereby established a citizens’ finance advisory committee consisting of [five] six members and a minimum of one non-voting liaison from the governing body. Appropriate municipal staff as designated by the administrator shall be assigned to attend meetings of the committee.
- (b) The members should have, but are not required to have, experience in one of the following disciplines: accounting, business administration, finance, corporate financial planning, marketing research, marketing, economics or computer science.
- (c) [One member shall be appointed for one year, one member for two years, and three members for three years. Thereafter, each appointment] Members shall [be] serve for a term of three years computed from January 1 of the year of their appointment, except that terms filled for the first time shall be so fixed (for three years or less) and arranged so that, to the greatest practicable extent, no more than two members’ terms shall expire in the same year.
- (d) A vacancy occurring otherwise than by expiration of a term shall be filled for the unexpired term only.
- (e) The members shall serve without compensation.

Section 3. The Mayor is hereby authorized and empowered to adjust the terms of the current members of the citizens finance advisory committee as needed to ensure that no more than two members’ terms shall expire in the same year.

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

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 upon its final adoption and publication as provided for by law.

The purpose of the ordinance is to amend section 2-111 of Princeton's consolidated Administration Ordinance (Chapter 2 of the "Code of the Township of Princeton, New Jersey, 1968") in order to increase by one the number of members on the citizens finance advisory committee. The ordinance also authorizes the Mayor to adjust the terms of the existing members of the committee as needed to ensure that no more than two members' terms shall expire in the same year.

The foregoing ordinance was introduced at a meeting of the Mayor and Council of Princeton held on January 22, 2018 and will be further considered for final passage after a public hearing thereon at a meeting of said Mayor and Council to be held in the main meeting room at the Princeton Municipal Complex, 400 Witherspoon Street on February 12, 2018 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 made available free of charge at the Clerk's Office to the members of the general public who shall request the same.

Delores A. Williams  
Municipal Deputy Clerk



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Clerk

**ORDINANCE**

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**2018-2 An Ordinance of the Municipality of Princeton, Authorizing to Vacate an Existing Sanitary Sewer Easement on Block 31.04, Lot 21, 260 Hawthorne Avenue, Princeton Municipal Tax Map**

**ATTACHMENTS:**

- 2018-2 Vacation of Sanitary Sewer Easement - 260 Hawthorne Ave (DOC)
- Memo to MC vac sewer easement 01 18 18 (PDF)

**Ordinance #2018-2**

**AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON, AUTHORIZING TO VACATE AN EXISTING SANITARY SEWER EASEMENT ON BLOCK 31.04, LOT 21, 260 HAWTHORNE AVENUE, PRINCETON MUNICIPAL TAX MAP.**

WHEREAS, there exists a sanitary sewer easement on Block 34.01, Lot 21, Princeton Municipal Tax Map, property commonly known as 260 Hawthorne Avenue, Municipality of Princeton, County of Mercer, State of New Jersey; and

WHEREAS, the Princeton Sewer Operating Committee ("PSOC") has confirmed that a sanitary sewer easement in the center portion of the property has been abandoned by PSOC and is no longer needed for sanitary sewer easement purposes; and

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

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

1. The Princeton Council on the advice of PSOC is satisfied that a former sanitary sewer easement within the center portion of Block 34.01, Lot 21, Princeton Municipal Tax Map (260 Hawthorne Avenue) is no longer needed for a public purpose.

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 said easement from the aforementioned property being the existing lateral sewer connection shown on the property on the attached portion of the Princeton Tax Map attached hereto as Exhibit "A".

3. The Mayor and Clerk shall execute the aforementioned Deed in the form reviewed and approved by the Municipal Attorney on the final adoption and publication of this Ordinance as required by law.

4. Upon final adoption of this Ordinance, a certified true copy shall be furnished to the owner of 260 Hawthorne Avenue, Princeton, New Jersey 08540 as well as to the Manager of the Princeton Sewer Operating Committee, One Monument Drive, Princeton, New Jersey 08540.

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

The foregoing ordinance was introduced at a meeting of the Mayor and Council of Princeton held on January 22, 2018 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 Building, Witherspoon Hall, 400 Witherspoon Street on February 12, 2018 which begins at 7:00 p.m.

Delores A. Williams  
Deputy Municipal Clerk



# MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW

## MEMORANDUM

To: Princeton Mayor and Council

From: Lucille E. Davy, Esq. *LED*  
Princeton Attorney's Office

Date: January 18, 2018

Re: **Ordinance vacating Sanitary Sewer Easement - 260 Hawthorne Avenue**

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Enclosed for consideration at the January 22, 2018 Mayor and Council meeting please find an ordinance authorizing the vacation of a sanitary sewer easement that is no longer needed, at the request of the Princeton Sewer Operating Committee. It also authorizes the Mayor and Clerk to sign a Deed that can be recorded after the ordinance is adopted.

Please do not hesitate to contact me at (609) 436-1213 or [l.davy@mgplaw.com](mailto:l.davy@mgplaw.com) with any questions.

Encl.

cc: Marc Dashield, Administrator  
Kathleen K. Brzezynski, Clerk  
Robert Hough, Manager, PSOC



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Engineering

**ORDINANCE**

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**2018-3 Ordinance Amending the "Code of the Township of Princeton, New Jersey, 1968" to Establish a Four- Ton Weight Limit on Olden Lane (Public Hearing March 12, 2018)**

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

Section 1. Section 11-6 of the "Code of the Township of Princeton, New Jersey, 1968" (Code) establishing truck weight limits on certain streets is hereby amended as follows (additions are underlined; deletions are in [brackets]):

Sec. 11-6. Trucks over five tons and four tons excluded on certain streets.

(b) Trucks over four tons registered gross weight are hereby excluded from the following described streets or parts of streets, except for the pick up and delivery of materials on such streets:

Olden Lane

Section 2. The appropriate weight limit signage 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 purpose of the ordinance is to impose a four ton weight limit on Olden Lane in accordance with endorsements from the Princeton Police Department and the Traffic Safety Committee.

The foregoing ordinance was introduced at a meeting of the Mayor and Council of

Princeton held on February 12, 2018 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 March 12, 2018 beginning at 7:00 p.m.

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Kathleen Brzezynski  
Municipal Clerk

**ATTACHMENTS:**

- Memo - Ordinance to impose a new weight limit on Olden Lane (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*

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

**MEMORANDUM**

**DATE:** January 25, 2018

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

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

**RE:** **Ordinance to Amend the Code of the Former Township of Princeton to Impose a Four Ton Weight Limit on Olden Lane**

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Attached herewith is a proposed ordinance to amend Section 11-6 of the "Code of the Township of Princeton, New Jersey 1968" to make it consistent with the four ton registered gross truck weight limit that currently exists on Mercer Street / Mercer Road / Princeton Pike and Lovers Lane in both the former Township and the former Borough Codes.

In consideration of the above, we respectfully request that Princeton Council consider introducing the attached ordinance amendment at their meeting on February 12, 2018.

Please contact me or Sgt. Murray, Princeton Police Traffic Safety Bureau, if you have any questions.

Attachments

Cc: Jeff Grosser, Assistant Administrator  
Kathleen Brzezynski, Municipal Clerk  
Nicholas Sutter, Princeton Police Chief  
Robert Hough, Infrastructure and Operations Director  
Dan VanMater, Public Works Director  
Sgt. Thomas Murray III, Princeton Traffic Safety Officer  
Trishka W. Cecil, Municipal Attorney



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Engineering

**ORDINANCE**

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**2018-4 A Bond Ordinance Providing for Sanitary Sewer Improvements on Linden Lane (Nassau Street to Henry Avenue) and Spruce Street In and By Princeton, in the County of Mercer, New Jersey, Appropriating \$471,000 Therefor, Authorizing the Issuance of \$447,450 Bonds or Notes of Princeton for Financing the Cost Thereof and Directing the Special Assessment of Part of the Cost Thereof (Public Hearing March 12, 2018)**

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

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by Princeton, New Jersey (“Princeton”) as a local improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$471,000, including the sum of \$23,550 as the down payment required by the Local Bond Law. The down payment is now available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$447,450 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is sanitary sewer improvements on Linden Lane

and Spruce Street, including sanitary sewer house connection video inspection, television inspection, sanitary sewer lateral replacement and testing, sanitary sewer cleanout inspection riser at building and related road and property repairs, all as set forth on a list on file in the Office of the Clerk, including all work and materials necessary therefor and incidental thereto.

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

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

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

the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

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

Section 6. Notice is hereby given to the owners of all lots and parcels of real estate benefitted by the improvement described in Section 3(a) hereof and affected by the improvement described therein that Princeton intends to make and to levy special assessments against all such lots and parcels of real estate in an aggregate amount of not exceeding \$471,000. Such special assessments shall be made and levied in the manner provided by law and shall be as nearly as possible in proportion to and not in excess of the peculiar benefit, advantage or increase in value that the respective lots and parcels of real estate shall be deemed to receive by reason of the improvement. It is expected that Princeton will not contribute to the cost of the improvement; however, if the amount of the special assessments as finally confirmed is less than \$471,000, then Princeton will also contribute the difference to the cost of the improvement.

Section 7. The owner of any land upon which an assessment for the local improvement shall have been made may pay such assessment in the number of equal yearly installments determined herein with legal interest on the unpaid balance of the assessment. The first of such installments shall be due and payable two months after the confirmation of the

assessment, and each subsequent annual installment and interest shall be payable in each successive year at such time as the governing body shall determine by resolution, provided that any owner of land so assessed shall have the privilege of paying the whole of any assessment or any balance of installments with accrued interest thereon at one time. In case any such installment shall remain unpaid for thirty (30) days after the time it shall become due and payable, the whole assessment or the balance thereof shall become and be immediately due and payable, shall draw interest at the rate imposed upon the arrearage of taxes in Princeton and shall be collected in the same manner as provided by law for other past-due assessments. Such assessment shall remain a lien upon the land described herein until the assessment, with all installments and accrued interest thereon, shall be paid and satisfied. Notwithstanding anything herein to the contrary, Princeton shall have the right to waive default as may be permitted by law.

Section 8. The following additional matters are hereby determined, declared, recited and stated:

(a) The purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement that Princeton lawfully may undertake as a local improvement, the cost of which shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 40 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly

prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of Princeton as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$447,450 and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount of not exceeding \$5,500 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

(e) The number of annual installments within which the special assessments are to be levied on the lots and parcels of real estate benefitted by the improvement is 20.

Section 9. Princeton hereby declares the intent of Princeton to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

Section 10. Any grant moneys received for the purpose described in Section 3(a) hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 11. The chief financial officer of Princeton is hereby authorized to prepare and

to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of Princeton and to execute such disclosure document on behalf of Princeton. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of Princeton pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of Princeton and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that Princeton fails to comply with its undertaking, Princeton shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 12. The full faith and credit of Princeton are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of Princeton, and Princeton shall be obligated to levy ad valorem taxes upon all the taxable real property within Princeton for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 13. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

**ATTACHMENTS:**

- Spruce and Linden Pre-Assessment Memo 2-12-18 (DOCX)
- Linden and Spruce Lateral-Pre-Assessment Spreadsheet 2-12-18 (PDF)
- Bond Counsel Memo (DOCX)



*Municipality of Princeton*

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

*Office of the Engineer  
Telephone (609)921-7077  
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*DEANNA STOCKTON, P.E., C.M.E.  
Municipal Engineer  
[dstockton@princetonnj.gov](mailto:dstockton@princetonnj.gov)*

**MEMORANDUM**

**DATE:** February 8, 2018

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

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

**RE:** SANITARY SEWER PRE-ASSESSMENT FOR SPRUCE STREET AND LINDEN LANE

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Attached for introduction by Princeton Council at its February 12, 2018 meeting is a sanitary sewer pre-assessment ordinance in the amount of \$471,000.00.

The Engineering Department, in conjunction with the Sewer Operating Committee, are planning infrastructure improvements on Spruce Street and Linden Lane (Nassau Street – Henry Avenue) for construction beginning in the summer of 2018 including sanitary sewer main and lateral replacements, storm sewer repairs, curb and sidewalk replacements, and pavement resurfacing. The sanitary sewer main and lateral replacements represent the largest piece of the construction work, and related construction cost.

Residents own their individual sanitary sewer laterals from the sewer main to their house structure. Per municipal policy when sanitary sewer main work is proposed as a part of a capital project, the Sewer Operating Committee pays for the lateral replacement from the main to the right of way line / edge of private property. The Sewer Operating Committee, with the assistance of a plumbing contractor, video inspects the sewer lateral including the portion on private property, the cost of which is assessable back to the property owner. If repair work is found to be needed on private property, residents are given the option of contracting privately with a plumber to complete the repair within ninety days of notification, or they may utilize the municipality's assessment ordinance. The cost of the video inspection, estimated at \$200.00 per lateral, is payable by the resident regardless of whether repairs are found to be needed.

The assessment process is as follows:

- A pre-assessment ordinance is adopted by Council after a public hearing.
- Upon completion and acceptance of sanitary sewer improvements, a final assessment ordinance is adopted by Council after a public hearing.

Assessed residents may pay the assessment in full at the time of final adoption, or may opt to repay over ten years at a low interest rate. All work is guaranteed for ten years, regardless of the repayment period.

A tabulation of the potential assessable sanitary sewer repair and inspection costs per property are attached for your consideration of the pre-assessment ordinance. If you have any questions or require additional information, please contact me or Bob Hough, P.E. at your earliest convenience.

## Attachments

DLS/dls

Cc: Trishka W. Cecil, Municipal Attorney  
Jeff Grosser, Assistant Administrator  
Kathleen Brzezynski, Clerk  
Robert Hough, P.E., Director of Operations and Infrastructure  
Tom Hughes, Director of Sewer Operating Committee  
Scott Hutchinson, Engineering Inspector

ORDINANCE NO.  
LINDEN LANE AND SPRUCE STREET PRELIMINARY SANITARY SEWER ASSESSMENT

PROPERTY OWNER'S NAME	BLOCK	LOT	STREET/ROW	MAILING ADDRESS	LATERAL LENGTH OF REPAIR IN ROAD R-O-W (FEET)	LATERAL LENGTH OF REPAIR ON PRIVATE PROPERTY (FEET)	TV INSPECTION REQUIRED	SANITARY SEWER HOUSE CONNECTION VIDEO INSPECTION		SANITARY SEWER LATERAL REPLACEMENT AND TESTING		SANITARY SEWER CLEANOUT INSPECTION RISER AT BUILDING PRICE = \$ 250.00 / EACH		SUBTOTAL AMOUNT	SECTION 20 EXPENSE (5%)	TOTAL PRELIMINARY ASSESSMENT AMOUNT
								PRICE = \$ 4.00 / FOOT LENGTH (FEET)	SUBTOTAL	PRICE = \$ 150.00 / FOOT LENGTH (FEET)	SUBTOTAL	EACH	SUBTOTAL			
COMMITO, PAUL & DEBORAH RICHEY	26.01	1	10 SPRUCE STREET (CONNECTION TO BE VERIFIED)	10 SPRUCE STREET	51	30	YES	81	\$324.00	30	\$4,500.00	1	\$250.00	\$5,074.00	\$253.70	\$5,327.70
ERMELINDA LLC	26.01	13	20 SPRUCE STREET	210 MOUNTAIN AVENUE, PRINCETON, NJ 08540	49	30	YES	79	\$316.00	30	\$4,500.00	1	\$250.00	\$5,066.00	\$253.30	\$5,319.30
HERRING, JAMES P & KATHLEEN K	26.01	43	56-58 SPRUCE STREET (CONNECTED TO SEWER IN CHESTNUT STREET)	30 CASTLE HOWARD COURT, PRINCETON, NJ 08540	0	0	YES	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
54 SPRUCE ST CONDOMINIUM	26.01	45	52-54 SPRUCE STREET	54 SPRUCE STREET	37	27	YES	64	\$256.00	27	\$4,050.00	1	\$250.00	\$4,556.00	\$227.80	\$4,783.80
	26.01	45	52-54 SPRUCE STREET	54 SPRUCE STREET	36	27	YES	63	\$252.00	27	\$4,050.00	1	\$250.00	\$4,552.00	\$227.60	\$4,779.60
	26.01	45	52-54 SPRUCE STREET	54 SPRUCE STREET	49	27	YES	76	\$304.00	27	\$4,050.00	1	\$250.00	\$4,604.00	\$230.20	\$4,834.20
	26.01	45	52-54 SPRUCE STREET	54 SPRUCE STREET	49	28	YES	77	\$308.00	28	\$4,200.00	1	\$250.00	\$4,758.00	\$237.90	\$4,995.90
AINSWORTH, SHARON ANN	26.01	48	39 MOORE STREET (CONNECTION TO BE VERIFIED)	39 MOORE STREET	48	45	YES	93	\$372.00	45	\$6,750.00	1	\$250.00	\$7,372.00	\$368.60	\$7,740.60
RUCK, FRANKLIN & ELLEN S WOLFF	26.01	49	26 SPRUCE STREET	26 SPRUCE STREET	31	25	YES	56	\$224.00	25	\$3,750.00	1	\$250.00	\$4,224.00	\$211.20	\$4,435.20
	26.01	49	26 SPRUCE STREET	26 SPRUCE STREET	45	25	YES	70	\$280.00	25	\$3,750.00	1	\$250.00	\$4,280.00	\$214.00	\$4,494.00
WADSWORTH, RAY R & WIFE	26.01	50	32 SPRUCE STREET	32 SPRUCE STREET	43	41	YES	84	\$336.00	41	\$6,150.00	1	\$250.00	\$6,736.00	\$336.80	\$7,072.80
ZINK, SALLYE CLARK	26.01	51	36 SPRUCE STREET	45 HAMILTON AVENUE, PRINCETON, NJ 08540	38	39	YES	77	\$308.00	39	\$5,850.00	1	\$250.00	\$6,408.00	\$320.40	\$6,728.40
WEN, CHING-LUNG & IVY	26.01	52	42 SPRUCE STREET	42 SPRUCE STREET	51	28	YES	79	\$316.00	28	\$4,200.00	1	\$250.00	\$4,766.00	\$238.30	\$5,004.30
TENENBAUM, JOEL D	26.01	53	48 SPRUCE STREET	48 SPRUCE STREET	57	26	YES	83	\$332.00	26	\$3,900.00	1	\$250.00	\$4,482.00	\$224.10	\$4,706.10
HAGUE CONDOMINIUM	30.01	15	73-75 MORAN AVENUE	73-75 MORAN AVENUE	10	39	YES	49	\$196.00	39	\$5,850.00	1	\$250.00	\$6,296.00	\$314.80	\$6,610.80
43-45 SPRUCE STREET CONDOMINIUM	30.01	16	43-47 SPRUCE STREET	43-47 SPRUCE STREET	5	19	YES	24	\$96.00	19	\$2,850.00	1	\$250.00	\$3,196.00	\$159.80	\$3,355.80
EGOROVA, OLGA	30.01	19	48 CHESTNUT STREET (CONNECTED TO SEWER IN CHESTNUT STREET)	55 SPRUCE STREET	0	0	YES	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
KEENAN, DANIEL P & TERESA	30.02	54	45 CHESTNUT STREET (CONNECTED TO SEWER IN CHESTNUT STREET)	45 CHESTNUT STREET	0	0	YES	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
STA. 9+65, STRUCTURE SERVED UNKNOWN, TO BE VERIFIED					30	30	YES	60	\$240.00	30	\$4,500.00	1	\$250.00	\$4,990.00	\$249.50	\$5,239.50
GILLIN, PINE LLC	30.02	65	76 PINE ST	29 VAN KIRK RD, PRINCETON, NJ 08540	30	29	YES	59	\$236.00	29	\$4,350.00	1	\$250.00	\$4,836.00	\$241.80	\$5,077.80
COHEN, ALFRED & BEATRICE	30.02	95	68 PINE STREET	68 PINE STREET	30	62	YES	92	\$368.00	62	\$9,300.00	1	\$250.00	\$9,918.00	\$495.90	\$10,413.90
FEAMSTER, NICHOLAS & MARSHINI CHEATTY	30.03	55	64 SPRUCE STREET	64 SPRUCE STREET	33	22	YES	55	\$220.00	22	\$3,300.00	1	\$250.00	\$3,770.00	\$188.50	\$3,958.50
DAVISON, ROBERT S JR ET UX	30.03	56	66 SPRUCE STREET	66 SPRUCE STREET	31	16	YES	47	\$188.00	16	\$2,400.00	1	\$250.00	\$2,838.00	\$141.90	\$2,979.90
KOONTZ, ANDREW & LAURIE HARMON	30.03	57	70 SPRUCE STREET	70 SPRUCE STREET	32	19	YES	51	\$204.00	19	\$2,850.00	1	\$250.00	\$3,304.00	\$165.20	\$3,469.20
OKUDA, HIDEO & YOSHIKO	30.03	58	74 SPRUCE STREET	50 LINDEN LANE, PRINCETON, NJ 08540	36	19	YES	55	\$220.00	19	\$2,850.00	1	\$250.00	\$3,320.00	\$166.00	\$3,486.00
MANGONE, JOSEPH & CESINA	30.03	59	76-78 SPRUCE STREET	1 WALLINGFORD DRIVE, PRINCETON, NJ 08540	34	18	YES	52	\$208.00	18	\$2,700.00	1	\$250.00	\$3,158.00	\$157.90	\$3,315.90
RYLE, FRANK J & VIVIAN E	30.03	60	80 SPRUCE STREET	80 SPRUCE STREET	34	11	YES	45	\$180.00	11	\$1,650.00	1	\$250.00	\$2,080.00	\$104.00	\$2,184.00
SCHULTZ, STEVEN & KARLA	30.03	61	82 SPRUCE STREET	82 SPRUCE STREET	35	11	YES	46	\$184.00	11	\$1,650.00	1	\$250.00	\$2,084.00	\$104.20	\$2,188.20

ORDINANCE NO.  
LINDEN LANE AND SPRUCE STREET PRELIMINARY SANITARY SEWER ASSESSMENT

PROPERTY OWNER'S NAME	BLOCK	LOT	STREET/ROW	MAILING ADDRESS	LATERAL LENGTH OF REPAIR IN ROAD R-O-W (FEET)	LATERAL LENGTH OF REPAIR ON PRIVATE PROPERTY (FEET)	TV INSPECTION REQUIRED	SANITARY SEWER HOUSE CONNECTION VIDEO INSPECTION		SANITARY SEWER LATERAL REPLACEMENT AND TESTING		SANITARY SEWER CLEANOUT INSPECTION RISER AT BUILDING PRICE = \$ 250.00 / EACH		SUBTOTAL AMOUNT	SECTION 20 EXPENSE (5%)	TOTAL PRELIMINARY ASSESSMENT AMOUNT
								PRICE = \$ 4.00 / FOOT LENGTH (FEET)	SUBTOTAL	PRICE = \$ 150.00 / FOOT LENGTH (FEET)	SUBTOTAL	EACH	SUBTOTAL			
BARSKY ENTERPRISES LLC	30.03	62	86 SPRUCE STREET	152 WITHERSPOON STREET, PRINCETON, NJ 08540	34	10	YES	44	\$176.00	10	\$1,500.00	1	\$250.00	\$1,926.00	\$96.30	\$2,022.30
BARSKY ENTERPRISES LLC	30.03	63	88 SPRUCE STREET	152 WITHERSPOON STREET, PRINCETON, NJ 08540	34	24	YES	58	\$232.00	24	\$3,600.00	1	\$250.00	\$4,082.00	\$204.10	\$4,286.10
92-94 SPRUCE LLC	30.03	64	92-94 SPRUCE STREET	152 WITHERSPOON STREET, PRINCETON, NJ 08540	37	18	YES	55	\$220.00	18	\$2,700.00	1	\$250.00	\$3,170.00	\$158.50	\$3,328.50
QUAP, MAUREEN	31.02	63	89-91 LINDEN LANE	89 LINDEN LANE	30	47	YES	77	\$308.00	47	\$7,050.00	1	\$250.00	\$7,608.00	\$380.40	\$7,988.40
WINSLOW, ANASTASIA	33.01	5	95 SPRUCE STREET	95 SPRUCE STREET	30	16	YES	46	\$184.00	16	\$2,400.00	1	\$250.00	\$2,834.00	\$141.70	\$2,975.70
HERRING, HJ & CP/JP & KK HERRING	33.01	11	54 MAPLE ST (CONNECTED TO SEWER IN MAPLE STREET)	18 WINFIELD RD, PRINCETON, NJ 08540	0	0	YES	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
SPRUCE/MAPLE CONDOMINIUM	33.02	38	115 SPRUCE/53 MAPLE ST	53 MAPLE STREET	0	25	YES	25	\$100.00	25	\$3,750.00	1	\$250.00	\$4,100.00	\$205.00	\$4,305.00
SPRUCE/LINDEN CONDOMINIUM	33.02	47	54 LINDEN/125 SPRUCE ST	140 LONGVIEW DRIVE, PRINCETON, NJ 08540	22	5	YES	27	\$108.00	5	\$750.00	1	\$250.00	\$1,108.00	\$55.40	\$1,163.40
OKUDA, HIDEO & YOSHIKO	33.02	48	48-50 LINDEN LANE	50 LINDEN LANE, PRINCETON, NJ 08540	32	22	YES	54	\$216.00	22	\$3,300.00	1	\$250.00	\$3,766.00	\$188.30	\$3,954.30
ROBALAS CONDOMINIUM	33.02	49	44-46 LINDEN LANE	44-46 LINDEN LANE	33	30	YES	63	\$252.00	30	\$4,500.00	1	\$250.00	\$5,002.00	\$250.10	\$5,252.10
LAHIRI, JHUMPA & ALBERT VOURVOULIAS	33.02	50	42 LINDEN LANE	42 LINDEN LANE	32	29	YES	61	\$244.00	29	\$4,350.00	1	\$250.00	\$4,844.00	\$242.20	\$5,086.20
	33.02	50	42 LINDEN LANE	42 LINDEN LANE	33	30	YES	63	\$252.00	30	\$4,500.00	1	\$250.00	\$5,002.00	\$250.10	\$5,252.10
BLUMENFELD C/O BLUE LAMB MANAGEMENT	33.02	51	40 LINDEN LANE	PO BOX 71, KINGSTON, NJ 08528	35	32	YES	67	\$268.00	32	\$4,800.00	1	\$250.00	\$5,318.00	\$265.90	\$5,583.90
STALOFF, CHARLES & ROSALIE H&W	33.02	52	36 LINDEN LANE	36 LINDEN LANE	31	30	YES	61	\$244.00	30	\$4,500.00	1	\$250.00	\$4,994.00	\$249.70	\$5,243.70
	33.02	52	36 LINDEN LANE	36 LINDEN LANE	35	31	YES	66	\$264.00	31	\$4,650.00	1	\$250.00	\$5,164.00	\$258.20	\$5,422.20
LEVINE, JAMES L & LISA MARCUS LEVINE	33.02	53	34 LINDEN LANE	34 LINDEN LANE	32	33	YES	65	\$260.00	33	\$4,950.00	1	\$250.00	\$5,460.00	\$273.00	\$5,733.00
	33.02	53	34 LINDEN LANE	34 LINDEN LANE	32	32	YES	64	\$256.00	32	\$4,800.00	1	\$250.00	\$5,306.00	\$265.30	\$5,571.30
ERCOLANO, J & P N & NINI D B & J A	33.02	54	28-30 LINDEN LANE	90 PRINCETON-HIGHTSTOWN ROAD, PRINCETON JUNCTION, 08550	32	35	YES	67	\$268.00	35	\$5,250.00	1	\$250.00	\$5,768.00	\$288.40	\$6,056.40
HEDIN, LARS O	33.02	55	26 LINDEN LANE	26 LINDEN LANE	32	32	YES	64	\$256.00	32	\$4,800.00	1	\$250.00	\$5,306.00	\$265.30	\$5,571.30
MIRIELLO, ANTONELLA & A TRANTALIS	33.02	56	22-24 LINDEN LANE	10 RUSSELL CT, NEWTOWN, PA 18940	30	42	YES	72	\$288.00	42	\$6,300.00	1	\$250.00	\$6,838.00	\$341.90	\$7,179.90
KAHN, C HARRY & HANNAH W	33.02	57	20 LINDEN LANE	20 LINDEN LANE	31	40	YES	71	\$284.00	40	\$6,000.00	1	\$250.00	\$6,534.00	\$326.70	\$6,860.70
PSS FAMILY IRREVOCABLE TRUST	33.02	58	16 LINDEN LANE	8 OVERLOOK ROAD, WHITEHORSE STATION, NJ 08889	32	21	YES	53	\$212.00	21	\$3,150.00	1	\$250.00	\$3,612.00	\$180.60	\$3,792.60
276 NASSAU LLC	33.02	59	276 NASSAU STREET	902 CARNEGIE CTR STE 400, PRINCETON, 08540	34	29	YES	63	\$252.00	29	\$4,350.00	1	\$250.00	\$4,852.00	\$242.60	\$5,094.60
ATKINSON, STEVEN R	33.02	100	119 SPRUCE STREET	158 NEIL COURT, PRINCETON, NJ 08540	21	31	YES	52	\$208.00	31	\$4,650.00	1	\$250.00	\$5,108.00	\$255.40	\$5,363.40
STA. 9+65, 8" MAIN DIVERTED FROM AND THROUGH EASEMENT, TO BE VERIFIED					21	36	YES	57	\$228.00	36	\$5,400.00	1	\$250.00	\$5,878.00	\$293.90	\$6,171.90
AGUIAR MARK & MARY HAYES	33.03	61	280 NASSAU STREET	280 NASSAU STREET	33	51	YES	84	\$336.00	51	\$7,650.00	1	\$250.00	\$8,236.00	\$411.80	\$8,647.80

ORDINANCE NO.  
LINDEN LANE AND SPRUCE STREET PRELIMINARY SANITARY SEWER ASSESSMENT

PROPERTY OWNER'S NAME	BLOCK	LOT	STREET/ROW	MAILING ADDRESS	LATERAL LENGTH OF REPAIR IN ROAD R-O-W (FEET)	LATERAL LENGTH OF REPAIR ON PRIVATE PROPERTY (FEET)	TV INSPECTION REQUIRED	SANITARY SEWER HOUSE CONNECTION VIDEO INSPECTION		SANITARY SEWER LATERAL REPLACEMENT AND TESTING		SANITARY SEWER CLEANOUT INSPECTION RISER AT BUILDING PRICE = \$ 250.00 / EACH		SUBTOTAL AMOUNT	SECTION 20 EXPENSE (5%)	TOTAL PRELIMINARY ASSESSMENT AMOUNT
								PRICE = \$ 4.00 / FOOT LENGTH (FEET)	SUBTOTAL	PRICE = \$ 150.00 / FOOT LENGTH (FEET)	SUBTOTAL	EACH	SUBTOTAL			
WHITE, JONATHAN & AMY T	33.03	62	15 LINDEN LANE	15 LINDEN LANE	31	30	YES	61	\$244.00	30	\$4,500.00	1	\$250.00	\$4,994.00	\$249.70	\$5,243.70
HULL, BRANDON H & LYNETTE D	33.03	63.01	19 LINDEN LANE	19 LINDEN LANE	32	34	YES	66	\$264.00	34	\$5,100.00	1	\$250.00	\$5,614.00	\$280.70	\$5,894.70
LOOMIS, KAREN A	33.03	65	25 LINDEN LANE (LATERAL SHARED WITH 27 LINDEN LANE)	25 LINDEN LANE	16	16	YES	32	\$128.00	16	\$2,400.00	1	\$250.00	\$2,778.00	\$138.90	\$2,916.90
WOLFF, TAMSEN O & CHARLES IRELAND	33.03	66	29 LINDEN LANE	29 LINDEN LANE	32	33	YES	65	\$260.00	33	\$4,950.00	1	\$250.00	\$5,460.00	\$273.00	\$5,733.00
BALL, BRYAN & MARGARETE	33.03	67	31 LINDEN LANE	31 LINDEN LANE	33	32	YES	65	\$260.00	32	\$4,800.00	1	\$250.00	\$5,310.00	\$265.50	\$5,575.50
REDDING, JOHN B TRUSTEE	33.03	68	33-35 LINDEN LANE	24 GEORGE DAVISON ROAD, CRANBURY, NJ 08512	34	36	YES	70	\$280.00	36	\$5,400.00	1	\$250.00	\$5,930.00	\$296.50	\$6,226.50
REDDING, JOHN B TRUSTEE	33.03	69	39 LINDEN LANE	24 GEORGE DAVISON ROAD, CRANBURY, NJ 08512	31	36	YES	67	\$268.00	36	\$5,400.00	1	\$250.00	\$5,918.00	\$295.90	\$6,213.90
DEKE, JOHN & SUSAN GOERLICH ZIEF	33.03	70	43 LINDEN LANE	43 LINDEN LANE	30	25	YES	55	\$220.00	25	\$3,750.00	1	\$250.00	\$4,220.00	\$211.00	\$4,431.00
NADEAU, THOFT R & KIRSTEN C	33.03	71	45 LINDEN LANE	45 LINDEN LANE	30	30	YES	60	\$240.00	30	\$4,500.00	1	\$250.00	\$4,990.00	\$249.50	\$5,239.50
HOOVER, ERIC D	33.03	72	47 LINDEN LANE	135 SPRUCE STREET	29	86	YES	115	\$460.00	86	\$12,900.00	1	\$250.00	\$13,610.00	\$680.50	\$14,290.50
	33.03	72	47 LINDEN LANE	135 SPRUCE STREET	27	6	YES	33	\$132.00	6	\$900.00	1	\$250.00	\$1,282.00	\$64.10	\$1,346.10
	33.03	72	47 LINDEN LANE	135 SPRUCE STREET	29	16	YES	45	\$180.00	16	\$2,400.00	1	\$250.00	\$2,830.00	\$141.50	\$2,971.50
SPRUCE TREE 1 CONDOMINIUM	33.03	73	139-141 SPRUCE STREET	139-141 SPRUCE STREET	32	30	YES	62	\$248.00	30	\$4,500.00	1	\$250.00	\$4,998.00	\$249.90	\$5,247.90
	33.03	73	139-141 SPRUCE STREET	139-141 SPRUCE STREET	31	29	YES	60	\$240.00	29	\$4,350.00	1	\$250.00	\$4,840.00	\$242.00	\$5,082.00
SCHRAYER, DAVID W & CAROL E TATE	33.03	78.01	145 SPRUCE STREET	145 SPRUCE STREET	32	46	YES	78	\$312.00	46	\$6,900.00	1	\$250.00	\$7,462.00	\$373.10	\$7,835.10
	33.03	78.01	145 SPRUCE STREET	145 SPRUCE STREET	19	46	YES	65	\$260.00	46	\$6,900.00	1	\$250.00	\$7,410.00	\$370.50	\$7,780.50
HOOVER, ERIC D	33.03	78.02	2 SPRUCE LANE	135 SPRUCE STREET	11	21	YES	32	\$128.00	21	\$3,150.00	1	\$250.00	\$3,528.00	\$176.40	\$3,704.40
HARMON, SCOTT A & KATHERINE M	33.03	80	27 LINDEN LANE (LATERAL SHARED WITH 25 LINDEN LANE)	27 LINDEN LANE	16	16	YES	32	\$128.00	16	\$2,400.00	1	\$250.00	\$2,778.00	\$138.90	\$2,916.90
GUERZINI, DAVID	33.03	93	6 SPRUCE LANE (CONNECTION TO BE VERIFIED)	6 SPRUCE LANE	24	24	YES	48	\$192.00	24	\$3,600.00	1	\$250.00	\$4,042.00	\$202.10	\$4,244.10
HOOVER, ERIC D	33.03	94	135-137 SPRUCE STREET	135 SPRUCE STREET	28	10	YES	38	\$152.00	10	\$1,500.00	1	\$250.00	\$1,902.00	\$95.10	\$1,997.10
	33.03	94	135-137 SPRUCE STREET	135 SPRUCE STREET	31	18	YES	49	\$196.00	18	\$2,700.00	1	\$250.00	\$3,146.00	\$157.30	\$3,303.30
EDGCOMB, PAUL & JACKIE	33.03	95	23 LINDEN LANE	601 BANGS AVENUE, ASBURY PARK, NJ 07712	31	18	YES	49	\$196.00	18	\$2,700.00	1	\$250.00	\$3,146.00	\$157.30	\$3,303.30
TAMASI, LUCIA C/O MARCO TEDESCHI	33.04	7	102-104 SPRUCE STREET	12 DUSTIN DRIVE, LAWRENCEVILLE, NJ 08648	33	23	YES	56	\$224.00	23	\$3,450.00	1	\$250.00	\$3,924.00	\$196.20	\$4,120.20
TAMASI, CONSTANTINO & MARIANNE	33.04	8	74 MAPLE STREET	74 MAPLE STREET	26	32	YES	58	\$232.00	32	\$4,800.00	1	\$250.00	\$5,282.00	\$264.10	\$5,546.10
CHU, YUAN-TUNG & ALICE S	33.04	10	106 SPRUCE STREET	11 SHERWOOD COURT, HOLMDEL, NJ 07733	46	15	YES	61	\$244.00	15	\$2,250.00	1	\$250.00	\$2,744.00	\$137.20	\$2,881.20
	33.04	10	106 SPRUCE STREET	11 SHERWOOD COURT, HOLMDEL, NJ 07733	34	15	YES	49	\$196.00	15	\$2,250.00	1	\$250.00	\$2,696.00	\$134.80	\$2,830.80
JOHNSON, CARMEN	33.04	39	114 SPRUCE STREET	114 SPRUCE STREET	46	16	YES	62	\$248.00	16	\$2,400.00	1	\$250.00	\$2,898.00	\$144.90	\$3,042.90
	33.04	39	114 SPRUCE STREET	114 SPRUCE STREET	41	14	YES	55	\$220.00	14	\$2,100.00	1	\$250.00	\$2,570.00	\$128.50	\$2,698.50
MATTERA, ANGELINA	33.04	42	118 SPRUCE STREET	60 FOUNTAIN BOULVEARD, BURLINGTON, NJ 08016	40	35	YES	75	\$300.00	35	\$5,250.00	1	\$250.00	\$5,800.00	\$290.00	\$6,090.00
	33.04	42	118 SPRUCE STREET	60 FOUNTAIN BOULVEARD, BURLINGTON, NJ 08016	41	36	YES	77	\$308.00	36	\$5,400.00	1	\$250.00	\$5,958.00	\$297.90	\$6,255.90
NETTLES, MICHAEL T. & ARIE L.	33.04	43	124 SPRUCE STREET	124 SPRUCE STREET	40	24	YES	64	\$256.00	24	\$3,600.00	1	\$250.00	\$4,106.00	\$205.30	\$4,311.30
MARK, WILLIAM K & JEANNIE WEN	33.04	44	76 LINDEN LANE	76 LINDEN LANE	40	23	YES	63	\$252.00	23	\$3,450.00	1	\$250.00	\$3,952.00	\$197.60	\$4,149.60



February 7, 2018

Sandra Webb  
Chief Financial Officer  
Princeton  
400 Witherspoon St.  
Princeton, NJ 08540-3284

**Re: \$471,000/\$447,450 Special Assessment Bond Ordinance**

Dear Sandy:

In accordance with your request, I have prepared and enclose herewith a form of bond ordinance providing for sanitary sewer improvements on Linden Lane and Spruce Street and directing a special assessment thereof. The ordinance should be adopted in accordance with the procedure set forth below for your convenience.

A Supplemental Debt Statement must be prepared and filed with the Clerk as of the date of introduction of the bond ordinance. After the introduction, it must then be forwarded to Trenton and filed with the Division of Local Government Services prior to final adoption of the ordinance. In order to comply with the capital budget regulations, the bond ordinance contains a provision amending the capital budget to the extent of any inconsistency with the bond ordinance and it should be sent to Trenton and filed along with the Supplemental Debt Statement and the resolution of the governing body in the form required by the Local Finance Board showing the details of the amended capital budget. It will not be necessary to publish the resolution.

The ordinance may be introduced and read by title only and adopted by a majority of the members of the governing body present, assuming a quorum. **After introduction, the Notice of Pending Bond Ordinance and Summary must be published in the local newspaper, a form of which I have enclosed for your use. Also, the ordinance should be posted on the bulletin board customarily used for notices, together with the Notice of Pending Bond Ordinance and Summary, and copies of the ordinance should be made available to anyone who requests them of the Clerk after introduction.**

**At least seven days before the public hearing on the ordinance, a copy of the ordinance together with the Notice of Pending Bond Ordinance and Summary in the form enclosed should be mailed to every person whose lands may be affected by the ordinance or any assessment that may be made pursuant to it, all as set forth in N.J.S.A. 40:49-6.**

**The bond ordinance can be considered for final adoption not less than ten days after the introduction and publication of the Notice of Pending Bond Ordinance.** Please note that this

procedure is different from the adoption procedure for general improvement ordinances, under which a general improvement bond ordinance may be considered for final adoption only seven days after the publication of the Notice of Pending Bond Ordinance.

If the ordinance has been posted and copies made available as indicated above, the ordinance can be read at the second hearing by title only. If the ordinance posting procedure has not been followed, the ordinance must be read in full at the second hearing. After the ordinance is read for the second time, the governing body should hold a public hearing and should give all members of the public a chance to be heard on the ordinance. After the public hearing, the ordinance can be finally adopted by the affirmative vote of not less than two-thirds of the full membership of the governing body. **After final adoption, the Bond Ordinance Statement and Summary must be published, a copy of which I have enclosed for your use.** Note that if the approval of an officer is required to make the ordinance effective, the ordinance must be approved by that officer, or passed over veto, before it is published after final adoption.

After the ordinance is finally adopted, it will be necessary for us to establish a record of proceedings documenting the proper adoption of the bond ordinance. In order to do this, we will need one completely executed set of the documents enumerated on the attached checklist. By copy of this letter, I am sending the Clerk a copy of the checklist along with a copy of the ordinance. With the exception of the Affidavits of Publication, I am also sending the Clerk the necessary certificates to be completed, executed and returned to us along with the necessary attachments to provide us with this documentation. It should be noted that the Clerk's Certificate must be executed no sooner than 21 days following the final publication in order to attest that there has been no protest within the statutory twenty-day protest period.

If you or the Clerk have any questions about the form of the ordinance, the adoption procedure or the form of the certificates, please call me.

Thank you for this opportunity to have been of assistance.

Very truly yours,

*Edward J. McManimon, III*

Edward J. McManimon, III

Enclosures

cc: Kathleen Brzezynski, Clerk, w/encl.  
Trishka Waterbury Cecil, Esq., w/encl.  
Robert Morrison, C.P.A., w/encl.



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Clerk

**AGENDA ITEM**

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**2018-5 An Ordinance Authorizing The Transfer Of Vacant Real Property Located At 224 Cherry Valley Road And Designated As Block 601, Lot 2 On The Princeton Tax Maps To The New Jersey Conservation Foundation (Public Hearing March 12, 2018)**

**ATTACHMENTS:**

- Memo to MC conveyance to NJCF 2-8-18 (PDF)
- 2018-5 Ordinance authorizing conveyance Chin ppty to NJCF (DOCX)
- Schedule A for Ordinance (PDF)

# MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW

## MEMORANDUM

To: Princeton Mayor and Council

From: Lucille E. Davy, Esq. *L E Davy*  
Office of the Princeton Attorney

Date: February 8, 2018

Re: **Conveyance of Property to the New Jersey Conservation Foundation**

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As part of a road widening and reconstruction project for a section of Cherry Valley Road, Princeton needed to acquire easements on five properties. One of the parcels, Block 601, Lot 2, was vacant and owned as part of an estate. Instead of giving Princeton an easement, the owners decided to donate the entire property to the municipality, which Princeton accepted via Ordinance #2017-36 on June 12, 2017.

The New Jersey Conservation Foundation (NJCF) had initially expressed an interest in acquiring the property directly from the estate but wanted to be compensated by Princeton for the easement. It was therefore more prudent financially for Princeton to accept the donation of the entire property, despite needing only a narrow easement along the frontage on Cherry Valley Road, with the understanding that Princeton might eventually donate the property to the NJCF subject to the road widening easement. Princeton thereafter recorded the easement required for the road improvement project.

The property is primarily wooded and includes wetlands. Now that Princeton has reserved the easement required for the Cherry Valley Road improvements, the property is no longer needed for municipal purposes. The NJCF remains interested in the property because it abuts other preserved open space, and has agreed to hold the property for passive recreation and conservation purposes. An ordinance authorizing the conveyance to NJCF for \$1.00 is therefore attached for your consideration.

Please do not hesitate to contact me at (609) 436-1213 or [l.davy@mpglaw.com](mailto:l.davy@mpglaw.com) with any questions.

cc: Marc D. Dashield, Administrator  
Kathleen K. Brzezynski, Clerk  
Sandra Webb, Chief Financial Officer  
Deanna Stockton, Municipal Engineer

**2018-5 AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON AUTHORIZING THE TRANSFER OF VACANT REAL PROPERTY LOCATED AT 224 CHERRY VALLEY ROAD AND DESIGNATED AS BLOCK 601, LOT 2 ON THE PRINCETON TAX MAPS TO THE NEW JERSEY CONSERVATION FOUNDATION.**

WHEREAS, the Municipality of Princeton owns real property at 224 Cherry Valley Road in the Municipality of Princeton, being designated as Block 601, Lot 2 on the Princeton Tax Maps (the "Property"); and

WHEREAS, the Property is a vacant 2.14-acre parcel of land that was donated to the Municipality in 2017 for road widening purposes and passive recreation and conservation; and

WHEREAS, after acquiring the Property, the Township recorded an easement for road widening and temporary construction purposes by Deed dated October 16, 2017 and recorded on October 20, 2017 by the Mercer County Clerk in Deed Book 6304 Page 662-669; and

WHEREAS, Princeton having retained the easement needed for the widening of Cherry Valley Road, the Property, as more particularly described on Schedule "A" attached hereto and made a part hereof, is no longer needed for municipal purposes other than passive recreation and conservation; and

WHEREAS, the New Jersey Local Lands and Buildings Law, in particular *N.J.S.A. 40A:12-21(k)*, permits a municipality to convey land to a duly incorporated nonprofit organization which includes among its principal purposes education and recreation through a private sale for nominal consideration, provided the land shall be used only for the purposes of such organization or if not used in accordance with such limitation, shall revert to the municipality without any entry or reentry on behalf of the municipality; and

WHEREAS, the New Jersey Conservation Foundation (the "NJCF") is a duly incorporated nonprofit organization whose purposes include land conservation, stewardship and education; and

WHEREAS, the NJCF has agreed to take the Property and maintain it for passive recreation and conservation;

NOW, THEREFORE, be it ordained by the Mayor and Council of the Municipality of Princeton as follows:

Section 1. Pursuant to *N.J.S.A. 40A:12-21(k)*, the Mayor and Council hereby authorize the Municipality to convey for the sum of one dollar (\$1.00) the Property designated as Block 601,

Lot 2 on the Princeton Tax Maps, as more particularly described in Schedule "A" attached hereto and made a part hereof to the New Jersey Conservation Foundation.

Section 2. The NJCF shall use the Property only for passive recreation and conservation. If the Property is not used in accordance with those purposes, title shall revert to the Municipality without any entry or reentry made on behalf of the Municipality.

Section 3. The Mayor, Clerk, and Municipal Attorney are hereby authorized and directed to execute any and all documents and take any such other actions as are necessary to complete the above-referenced conveyance.

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

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 upon its final adoption and publication as provided for by law.

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Kathleen Brzezynski, Clerk

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Liz Lempert, Mayor

The foregoing ordinance was introduced at a meeting of the Mayor and Council of Princeton held on February 12, 2018 and will be further considered for final passage after a public hearing thereon at a meeting of said Mayor and Council to be held in the main meeting room at the Princeton Municipal Complex, 400 Witherspoon Street on March 12, 2018 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 made available free of charge at the Clerk's Office to the members of the general public who shall request the same.

The purpose of the ordinance is to authorize the conveyance for \$1.00 of a vacant parcel on Cherry Valley Road to the New Jersey Conservation Foundation, which shall use the property for passive recreation and conservation purposes only, and to authorize municipal officials to execute documents related to the transfer.

BEGINNING at a point in the old centerline of Cherry Valley Road, said point being formed by the intersection of said centerline with the northerly prolongation of the easterly line of lands of Princeton Cherry Valley, Inc., said point also bearing easterly eight hundred forty-nine (849) feet more or less from Cherry Hill Road, and running thence:

(1) along said centerline of Cherry Valley Road, north eighty-six degrees, sixteen minutes East ( $N86^{\circ}16'E$ ) one-hundred seventy-five and two hundredths (175.02) feet to a point, thence;

(2) making a new line through lands of Te-Ning Chin, et ux, South two degrees fifty-two minutes, no seconds East ( $S02^{\circ}52'00"E$ ) five hundred thirty-one and seventy-six hundredths (531.76) feet to a point in the northerly line of lands of the aforementioned Princeton Cherry Hill, Inc. thence;

(3) along the last mentioned lands, the following two (2) courses: South eighty-four degrees, fifty-nine minutes, West ( $S84^{\circ}59'W$ ) one hundred seventy-five and twelve hundredths (175.12) feet to a point, thence;

(4) North two degrees, fifty-two minutes West ( $N02^{\circ}52'W$ ) five hundred thirty-five and sixty-nine hundredths (535.69) feet to the point and place of Beginning.

Containing 2.14 acres.

Being subject to the rights of the public in that portion of the above-described premises as lies within the bounds of Cherry Valley Road.

Schedule "A"



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Engineering

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**RESOLUTION 18-64**

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**Resolution Authorizing a Construction Contract Bid Award to V&K Construction, Inc. of Edison, New Jersey in an Amount not to Exceed \$794,404.00 for the Mary Moss Playground**

**WHEREAS**, pursuant to a duly advertised Notice to Bidders, on January 30, 2018, Princeton received and opened four bids for construction of a tiered recreational site at Mary Moss Playground (“Contract”) as follows:

1. V&K Construction - \$793,000.00;
2. Brunswick Builders, LLC - \$795,083.00;
3. T. Fiotakis Construction, LLC - \$846,851.00;
4. Landtek Construction DBA United Terrain Group - \$915,936.25; and

**WHEREAS**, the Engineering Department’s tabulation of the bid prices on V&K Construction’s bid was \$794,404.00, which is higher than the total written on V&K Construction’s Bid Proposal Form but still the lowest bid price overall; and

**WHEREAS**, by letter dated February 2, 2018, second low bidder Brunswick Builders submitted a bid protest wherein it described “errors” made in V&K Construction’s bid calculations on Items 9, 18C, 39P and 20I and, based on these errors, argued that V&K Construction’s bid should be rejected as unresponsive; and

**WHEREAS**, Paragraph 1.F. of Princeton’s Instructions to Bidders, entitled “Prices,” provides the following guidance to bidders and the municipality as to how to make corrections to errors in calculations set forth in a Bid Proposal Form: “[p]rices must be submitted in words and in figures. In case of a variance or should there be an error, discrepancy or inconsistency in the figures, the unit prices as stated in the proposal shall govern. The Municipality reserves the right

to make all corrections based upon the foregoing, and comparison of all bids will be based thereon[]”; and

**WHEREAS**, in accordance with Paragraph 1.F., the Engineering Department made the foregoing corrections to V&K Construction’s bid; and

**WHEREAS**, because Princeton reserved the right in its Instructions to Bidders to make corrections to variations to prices, the Princeton Attorney’s Office opines that the irregularities identified in Brunswick Builders’ February 2, 2018 letter do not provide grounds to find V&K Construction’s bid unresponsive; and

**WHEREAS**, pursuant to the Local Public Contracts Law, an award of this Contract shall be made to the lowest responsible and responsive bidder; and

**WHEREAS**, the Engineering Department recommends that the Council award the Contract to V&K Construction for \$794,404.00 as the lowest responsible and responsible bidder; and

**WHEREAS**, the Chief Financial Officer has certified that there are sufficient funds available for this purpose in the following capital accounts: 04-215-13-021-121-346, 04-215-14-025-121-358 and 04-215-17-037-121-332.

**NOW, THEREFORE, BE IT RESOLVED** by the Princeton Council on this 12<sup>th</sup> day of February 2018 that:

1. The above preamble is incorporated herein as if set forth at length.
2. The Mayor and Clerk of Princeton are hereby authorized and directed to enter into

an agreement with V&K Construction, Inc. of Edison, New Jersey for a sum not to exceed \$794,404.00 to undertake and complete the construction of a tiered recreational site at Mary Moss Playground, all in accordance with the terms and conditions with the Bid Documents which are on file in the office of the Clerk.

3. A copy of this Resolution, and the executed Agreement, shall be placed on file in the office of the Municipal Clerk.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Quinn								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Cohen								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

\_\_\_\_\_  
 Kathleen K. Brzezynski, Municipal Clerk

**ATTACHMENTS:**

- Memo - Mary Moss Bid Award Recommendation (PDF)
- Exhibit A - Bid Tabulation Mary Moss Playground (PDF)
- Construction Agreement - Mary Moss 2018-02-07(DOCX)



*Municipality of Princeton*

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

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

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

**MEMORANDUM**

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

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

**DATE:** February 7, 2018

**RE: Mary Moss Playground Bid Award to V&K Construction, Inc. in the Not to Exceed Amount of \$794,404.00**

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On January 30, 2018, four bids were received and opened for the above-referenced project as detailed below and in the attached bid tabulation.

	Contractor	Bid Amount
1.	V&K Construction, Inc.	\$794,404.00
2.	Brunswick Builders, LLC	\$795,083.00
3.	T. Fiotakis Construction, LLC	\$846,851.00
4.	Landtek Construction DBA United Terrain Group	\$915,936.25

This project provides for the construction of a tiered recreational site at Mary Moss Playground, located at the intersection of John Street and Lytle Street. The new recreational site will include a pass-through sprayground, play equipment, a pavilion, ADA accessible ramps and surfaces and landscaping.

This low bid amount provided by V&K Construction, Inc. of Edison, NJ is approximately seventeen percent, and \$167,935.50, below the Engineer's Estimate of \$962,338.50. V&K Construction has not previously worked for the Municipality of Princeton. Engineering staff completed a reference check and received satisfactory responses from Maser Consulting for the Borough of Frenchtown, James R. Guerra Architects P.A. for the Township of Irvington, the Township of West Windsor and the City of Hackensack.

Legal Counsel has reviewed the submitted bid and finds the bid submission to be in order and a contract may be awarded to V&K Construction as the lowest responsible and responsive bidder.

Sufficient funds are available for this bid award from capital accounts #04-215-13-021-121-346, #04-215-14-025-121-358 and #04-215-17-037-121-332 as confirmed by Sandra Webb, CFO.

This award is recommended to be made per the attached Resolution. The Construction Agreement relating to this project is attached. Please contact me if you have any questions.

Attachments

cc: Kathleen Brzezynski, Municipal Clerk  
Trishka W. Cecil, Municipal Attorney  
Sandra Webb, CFO  
Claudia Ceballos, Zoning Assistant

BID TABULATION				MUNICIPALITY OF PRINCETON									
PROJECT: MARY MOSS PLAYGROUND				ENGINEERING DEPT.									
BID DATE: JANUARY 30, 2018				Engineer Estimate		V&K Construction		Brunswick Builders		T. Fiotakis Construction		Landtek Construction	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QTY.	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
1	Site Preparation and Maintenance	LS	1	\$ 85,500.00	\$ 85,500.00	\$ 14,496.00	\$ 14,496.00	\$ 6,223.00	\$ 6,223.00	\$ 20,000.00	\$ 20,000.00	\$ 207,200.00	\$ 207,200.00
6	Tree and Stump Removal, 6" and Greater Diameter	EACH	2	\$ 300.00	\$ 600.00	\$ 600.00	\$ 1,200.00	\$ 623.00	\$ 1,246.00	\$ 100.00	\$ 200.00	\$ 1,000.00	\$ 2,000.00
9	Test Pits, If and Where Directed	CY	10	\$ 75.00	\$ 750.00	\$ 20.00	\$ 200.00	\$ 63.00	\$ 630.00	\$ 20.00	\$ 200.00	\$ 100.00	\$ 1,000.00
10A	Excavation and Earthmoving	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 18,669.00	\$ 18,669.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
10B	Disposal of Excess Excavated Unclassified Material	CY	120	\$ 15.00	\$ 1,800.00	\$ 40.00	\$ 4,800.00	\$ 50.00	\$ 6,000.00	\$ 30.00	\$ 3,600.00	\$ 35.00	\$ 4,200.00
10C	Embankment Construction, Imported DGABC	TON	70	\$ 40.00	\$ 2,800.00	\$ 80.00	\$ 5,600.00	\$ 94.00	\$ 6,580.00	\$ 30.00	\$ 2,100.00	\$ 60.00	\$ 4,200.00
11	Rock Excavation, If and Where Directed	CY	10	\$ 100.00	\$ 1,000.00	\$ 300.00	\$ 3,000.00	\$ 75.00	\$ 750.00	\$ 50.00	\$ 500.00	\$ 10.00	\$ 100.00
16	Subgrade Repairs, If and Where Directed	CY	10	\$ 100.00	\$ 1,000.00	\$ 90.00	\$ 900.00	\$ 75.00	\$ 750.00	\$ 50.00	\$ 500.00	\$ 30.00	\$ 300.00
17A	Inlet Drain Pipe Connection	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 390.00	\$ 390.00	\$ 2,490.00	\$ 2,490.00	\$ 250.00	\$ 250.00	\$ 350.00	\$ 350.00
17B	Storm Sewer Inlet Type B Curb Piece W/ Type N Eco-Markings Embedded	EACH	4	\$ 450.00	\$ 1,800.00	\$ 1,300.00	\$ 5,200.00	\$ 4,356.00	\$ 17,424.00	\$ 3,000.00	\$ 12,000.00	\$ 1,500.00	\$ 6,000.00
17C	Bicycle Safe Grates W/ Eco-Markings Embedded	EACH	2	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 623.00	\$ 1,246.00	\$ 1,000.00	\$ 2,000.00	\$ 350.00	\$ 700.00
17D	Reset Existing Inlet or Manhole Casting	EACH	1	\$ 250.00	\$ 250.00	\$ 400.00	\$ 400.00	\$ 623.00	\$ 623.00	\$ 500.00	\$ 500.00	\$ 350.00	\$ 350.00
18A	4" Cleanout	EACH	3	\$ 150.00	\$ 450.00	\$ 350.00	\$ 1,050.00	\$ 934.00	\$ 2,802.00	\$ 150.00	\$ 450.00	\$ 200.00	\$ 600.00
18B	4" Perforated HDPE Subbase Drain Pipe	LF	150	\$ 50.00	\$ 7,500.00	\$ 40.00	\$ 6,000.00	\$ 13.00	\$ 1,950.00	\$ 30.00	\$ 4,500.00	\$ 30.00	\$ 4,500.00
18C	6" HDPE Drain Pipe	LF	110	\$ 50.00	\$ 5,500.00	\$ 50.00	\$ 5,500.00	\$ 25.00	\$ 2,750.00	\$ 30.00	\$ 3,300.00	\$ 30.00	\$ 3,300.00
18D	8" Drain Basin and Cover	EACH	2	\$ 750.00	\$ 1,500.00	\$ 1,100.00	\$ 2,200.00	\$ 934.00	\$ 1,868.00	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00
18E	12" Inline Drain Frame and Grate	EACH	1	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 2,490.00	\$ 2,490.00	\$ 800.00	\$ 800.00	\$ 550.00	\$ 550.00
19A	2" Copper Water Distribution Pipe	LF	20	\$ 50.00	\$ 1,000.00	\$ 45.00	\$ 900.00	\$ 38.00	\$ 760.00	\$ 40.00	\$ 800.00	\$ 335.00	\$ 6,700.00
19B	2" PVC Water Distribution Pipe	LF	50	\$ 25.00	\$ 1,250.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 35.00	\$ 1,750.00	\$ 54.00	\$ 2,700.00
19C	3/4" PVC Water Distribution Pipe	LF	170	\$ 20.00	\$ 3,400.00	\$ 28.00	\$ 4,760.00	\$ 13.00	\$ 2,210.00	\$ 35.00	\$ 5,950.00	\$ 41.00	\$ 6,970.00
19D	4" PVC Sleeve	LF	31	\$ 50.00	\$ 1,550.00	\$ 20.00	\$ 620.00	\$ 19.00	\$ 589.00	\$ 30.00	\$ 930.00	\$ 15.00	\$ 465.00
19E	Hot Box, Backflow Preventer, and Pressure Reducing Valve	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 8,800.00	\$ 8,800.00	\$ 24,892.00	\$ 24,892.00	\$ 15,000.00	\$ 15,000.00	\$ 21,800.00	\$ 21,800.00
19F	Pedestal Hydrant	EACH	1	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,846.00	\$ 6,846.00	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00
19G	Installation of Owner-Supplied Drinking Fountain	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00	\$ 934.00	\$ 934.00	\$ 3,000.00	\$ 3,000.00	\$ 2,100.00	\$ 2,100.00
20A	Sprayground Cabinet Enclosure, Manifold and Controller	LS	1	\$ 59,000.00	\$ 59,000.00	\$ 13,000.00	\$ 13,000.00	\$ 37,338.00	\$ 37,338.00	\$ 35,000.00	\$ 35,000.00	\$ 39,680.00	\$ 39,680.00
20B	Sprayground Nozzle, Jet Way™ Water Conserving	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 1,800.00	\$ 1,800.00	\$ 4,481.00	\$ 4,481.00	\$ 3,750.00	\$ 3,750.00	\$ 1,025.00	\$ 1,025.00
20C	Sprayground Nozzle, Water Cage™ Water Conserving	LS	1	\$ 9,750.00	\$ 9,750.00	\$ 11,500.00	\$ 11,500.00	\$ 10,579.00	\$ 10,579.00	\$ 10,000.00	\$ 10,000.00	\$ 6,400.00	\$ 6,400.00
20D	Sprayground Nozzle, Cloud 9™	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 5,200.00	\$ 5,200.00	\$ 6,223.00	\$ 6,223.00	\$ 5,000.00	\$ 5,000.00	\$ 2,700.00	\$ 2,700.00
20E	Sprayground Nozzle, Water Flower™	LS	1	\$ 4,200.00	\$ 4,200.00	\$ 2,100.00	\$ 2,100.00	\$ 4,481.00	\$ 4,481.00	\$ 4,000.00	\$ 4,000.00	\$ 1,200.00	\$ 1,200.00
20F	Sprayground Nozzle, Water Weave™	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 2,200.00	\$ 2,200.00	\$ 6,223.00	\$ 6,223.00	\$ 5,750.00	\$ 5,750.00	\$ 2,800.00	\$ 2,800.00
20G	Sprayground Nozzle, Anyway Spray™ Water Conserving	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 1,900.00	\$ 1,900.00	\$ 11,202.00	\$ 11,202.00	\$ 15,000.00	\$ 15,000.00	\$ 1,025.00	\$ 1,025.00
20H	Sprayground Nozzle, Popp Dropp™	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 1,900.00	\$ 1,900.00	\$ 8,712.00	\$ 8,712.00	\$ 11,000.00	\$ 11,000.00	\$ 1,025.00	\$ 1,025.00
20I	Sprayground Activator, Touch and Go™ Bollard	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 3,800.00	\$ 3,800.00	\$ 4,979.00	\$ 4,979.00	\$ 4,300.00	\$ 4,300.00	\$ 2,500.00	\$ 2,500.00
20J	Sprayground Equipotential Bonding	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 1,100.00	\$ 1,100.00	\$ 3,112.00	\$ 3,112.00	\$ 5,000.00	\$ 5,000.00	\$ 8,750.00	\$ 8,750.00
20K	Sprayground Winterization Equipment and Covers for All Nozzles	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,236.00	\$ 3,236.00	\$ 3,500.00	\$ 3,500.00	\$ 1,200.00	\$ 1,200.00
21A	Conduit and Wiring System from Pole to Meter Base	LF	120	\$ 45.00	\$ 5,400.00	\$ 45.00	\$ 5,400.00	\$ 32.00	\$ 3,840.00	\$ 40.00	\$ 4,800.00	\$ 50.00	\$ 6,000.00
21B	Conduit and Wiring System from Panel to Pole Mounted Receptacle	LF	40	\$ 45.00	\$ 1,800.00	\$ 30.00	\$ 1,200.00	\$ 38.00	\$ 1,520.00	\$ 40.00	\$ 1,600.00	\$ 50.00	\$ 2,000.00
21C	Conduit and Wiring System for Sprayground Controller and Feature	LF	40	\$ 45.00	\$ 1,800.00	\$ 180.00	\$ 7,200.00	\$ 38.00	\$ 1,520.00	\$ 150.00	\$ 6,000.00	\$ 50.00	\$ 2,000.00
21D	Conduit from Panel to Shed	LF	140	\$ 40.00	\$ 5,600.00	\$ 40.00	\$ 5,600.00	\$ 13.00	\$ 1,820.00	\$ 30.00	\$ 4,200.00	\$ 30.00	\$ 4,200.00
21E	Electrical Panel	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 20,000.00	\$ 20,000.00	\$ 6,223.00	\$ 6,223.00	\$ 6,750.00	\$ 6,750.00	\$ 10,000.00	\$ 10,000.00
21F	Underground Pull Box Enclosure	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 623.00	\$ 623.00	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 1,600.00
21G	Pole Mounted GFCl Receptacle with Lockable Weatherproof Cover	LS	1	\$ 500.00	\$ 500.00	\$ 850.00	\$ 850.00	\$ 1,867.00	\$ 1,867.00	\$ 2,000.00	\$ 2,000.00	\$ 300.00	\$ 300.00
22	Treated Timber Curb Storage Area	LF	150	\$ 7.00	\$ 1,050.00	\$ 10.00	\$ 1,500.00	\$ 9.00	\$ 1,350.00	\$ 40.00	\$ 6,000.00	\$ 20.00	\$ 3,000.00
23	Dense Graded Aggregate Pad	CY	25	\$ 60.00	\$ 1,500.00	\$ 58.00	\$ 1,450.00	\$ 63.00	\$ 1,575.00	\$ 40.00	\$ 1,000.00	\$ 50.00	\$ 1,250.00
24A	6"X18" Concrete Curb	LF	620	\$ 25.00	\$ 15,500.00	\$ 23.00	\$ 14,260.00	\$ 33.00	\$ 20,460.00	\$ 35.00	\$ 21,700.00	\$ 25.00	\$ 15,500.00
24B	6"X20" Concrete Curb	LF	45	\$ 25.00	\$ 1,125.00	\$ 28.00	\$ 1,260.00	\$ 44.00	\$ 1,980.00	\$ 35.00	\$ 1,575.00	\$ 25.00	\$ 1,125.00
24C	9"X18" Concrete Curb Including Integral Fence Post Footings	LF	140	\$ 30.00	\$ 4,200.00	\$ 34.00	\$ 4,760.00	\$ 32.00	\$ 4,480.00	\$ 40.00	\$ 5,600.00	\$ 36.00	\$ 5,040.00
25A	Concrete Sidewalk, 5" Thick	SF	3,195	\$ 22.00	\$ 70,290.00	\$ 8.70	\$ 27,796.50	\$ 6.00	\$ 19,170.00	\$ 8.00	\$ 25,560.00	\$ 7.25	\$ 23,163.75
25B	Concrete Sidewalk and Driveway Apron, 8" Thick with Wire Mesh	SF	90	\$ 26.00	\$ 2,340.00	\$ 12.00	\$ 1,080.00	\$ 8.00	\$ 720.00	\$ 8.00	\$ 720.00	\$ 12.00	\$ 1,080.00
26	Cast Iron Detectable Warning Surface	SF	90	\$ 75.00	\$ 6,750.00	\$ 60.00	\$ 5,400.00	\$ 9.00	\$ 810.00	\$ 50.00	\$ 4,500.00	\$ 50.00	\$ 4,500.00
27A	Reinforced Concrete Sprayground Surface, 6" Thick, Equipotentially-Bonded	SF	670	\$ 27.00	\$ 18,090.00	\$ 16.00	\$ 10,720.00	\$ 20.00	\$ 13,400.00	\$ 20.00	\$ 13,400.00	\$ 14.00	\$ 9,380.00
27B	Reinforced Concrete Pad, 5" Thick	SF	135	\$ 30.00	\$ 4,050.00	\$ 8.70	\$ 1,174.50	\$ 13.00	\$ 1,755.00	\$ 8.00	\$ 1,080.00	\$ 12.00	\$ 1,620.00
28A	Reinforced Concrete 42" High Wall (East Side)	LF	33	\$ 630.00	\$ 20,790.00	\$ 334.00	\$ 11,022.00	\$ 156.00	\$ 5,148.00	\$ 500.00	\$ 16,500.00	\$ 182.00	\$ 6,006.00
28B	Reinforced Concrete 42" High Wall (West Side)	LF	41	\$ 580.00	\$ 23,780.00	\$ 334.00	\$ 13,694.00	\$ 156.00	\$ 6,396.00	\$ 500.00	\$ 20,500.00	\$ 182.00	\$ 7,462.00
28D	Reinforced Concrete Stairs & Cheek Walls	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 19,000.00	\$ 19,000.00	\$ 9,335.00	\$ 9,335.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00
28C	Equipotentially-Bonded Reinforced Concrete Seatwall With Precast Capstones	LS	1	\$ 11,250.00	\$ 11,250.00	\$ 16,000.00	\$ 16,000.00	\$ 8,090.00	\$ 8,090.00	\$ 18,000.00	\$ 18,000.00	\$ 11,000.00	\$ 11,000.00

BID TABULATION				MUNICIPALITY OF PRINCETON									
PROJECT: MARY MOSS PLAYGROUND				ENGINEERING DEPT.									
BID DATE: JANUARY 30, 2018				Engineer Estimate		V&K Construction		Brunswick Builders		T. Fiotakis Construction		Landtek Construction	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QTY.	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
29A	Handrailing, Ramp	LF	96	\$ 150.00	\$ 14,400.00	\$ 150.00	\$ 14,400.00	\$ 19.00	\$ 1,824.00	\$ 120.00	\$ 11,520.00	\$ 120.00	\$ 11,520.00
29B	Handrailing, Stairs	EACH	1	\$ 2,750.00	\$ 2,750.00	\$ 2,000.00	\$ 2,000.00	\$ 3,734.00	\$ 3,734.00	\$ 4,000.00	\$ 4,000.00	\$ 1,800.00	\$ 1,800.00
30	Stone Boulder Embankment	SF	225	\$ 75.00	\$ 16,875.00	\$ 30.00	\$ 6,750.00	\$ 32.00	\$ 7,200.00	\$ 50.00	\$ 11,250.00	\$ 60.00	\$ 13,500.00
31A	Circuit Play Structure	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 44,000.00	\$ 44,000.00	\$ 37,338.00	\$ 37,338.00	\$ 37,000.00	\$ 37,000.00	\$ 35,000.00	\$ 35,000.00
31B	Swing, Single Basket Seat	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 3,500.00	\$ 3,500.00	\$ 9,584.00	\$ 9,584.00	\$ 4,500.00	\$ 4,500.00	\$ 4,200.00	\$ 4,200.00
31C	Swing, Double Belt Seat	LS	1	\$ 17,500.00	\$ 17,500.00	\$ 6,900.00	\$ 6,900.00	\$ 3,734.00	\$ 3,734.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
31D	Daisy Spring Rider	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,490.00	\$ 2,490.00	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00
31E	Embankment Slide	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 14,000.00	\$ 14,000.00	\$ 12,446.00	\$ 12,446.00	\$ 14,000.00	\$ 14,000.00	\$ 12,000.00	\$ 12,000.00
32	Pavilion	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 35,000.00	\$ 35,000.00	\$ 33,604.00	\$ 33,604.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
33	Concrete Unit Pavers	SF	3,010	\$ 20.00	\$ 60,200.00	\$ 16.00	\$ 48,160.00	\$ 23.00	\$ 69,230.00	\$ 22.00	\$ 66,220.00	\$ 25.00	\$ 75,250.00
34A	Playground Surfacing Non-Exit Zone (1/2" EPDM /TPV Depth, 3.5" SBR Depth)	SF	2,250	\$ 25.00	\$ 56,250.00	\$ 17.00	\$ 38,250.00	\$ 27.00	\$ 60,750.00	\$ 18.00	\$ 40,500.00	\$ 22.00	\$ 49,500.00
34B	Playground Surfacing, Exit Zone (3/4" EPDM /TPV Depth, 3.5" SBR Depth)	SF	125	\$ 30.00	\$ 3,750.00	\$ 23.00	\$ 2,875.00	\$ 25.00	\$ 3,125.00	\$ 19.00	\$ 2,375.00	\$ 22.00	\$ 2,750.00
35A	Owner-Supplied Benches, Installation Only	EACH	8	\$ 250.00	\$ 2,000.00	\$ 600.00	\$ 4,800.00	\$ 249.00	\$ 1,992.00	\$ 400.00	\$ 3,200.00	\$ 250.00	\$ 2,000.00
35B	Owner-Supplied Bike Racks, Installation Only	EACH	2	\$ 750.00	\$ 1,500.00	\$ 450.00	\$ 900.00	\$ 249.00	\$ 498.00	\$ 300.00	\$ 600.00	\$ 350.00	\$ 700.00
36A	Decorative Metal Fence, 42" H in 9"x18" Conc. Curb	LF	14	\$ 115.00	\$ 1,610.00	\$ 99.00	\$ 1,386.00	\$ 100.00	\$ 1,400.00	\$ 180.00	\$ 2,520.00	\$ 100.00	\$ 1,400.00
36B	Decorative Metal Fence, 48" H in 9"x18" Conc. Curb	LF	118	\$ 115.00	\$ 13,570.00	\$ 120.00	\$ 14,160.00	\$ 113.00	\$ 13,334.00	\$ 150.00	\$ 17,700.00	\$ 100.00	\$ 11,800.00
36C	Decorative Metal Fence, 42" H in Reinforced Conc. Wall	LF	74	\$ 115.00	\$ 8,510.00	\$ 148.00	\$ 10,952.00	\$ 150.00	\$ 11,100.00	\$ 150.00	\$ 11,100.00	\$ 100.00	\$ 7,400.00
36D	Decorative Metal Fence, 48" H, in Ground	LF	85	\$ 80.00	\$ 6,800.00	\$ 117.00	\$ 9,945.00	\$ 88.00	\$ 7,480.00	\$ 150.00	\$ 12,750.00	\$ 75.00	\$ 6,375.00
36E	Decorative Metal Self-Closing Single Gate, 5'W, 48"H	EACH	1	\$ 450.00	\$ 450.00	\$ 1,200.00	\$ 1,200.00	\$ 623.00	\$ 623.00	\$ 2,750.00	\$ 2,750.00	\$ 1,500.00	\$ 1,500.00
36F	Decorative Metal Self-Closing Single Gate, 6'W, 48"H	EACH	1	\$ 900.00	\$ 900.00	\$ 1,400.00	\$ 1,400.00	\$ 747.00	\$ 747.00	\$ 2,750.00	\$ 2,750.00	\$ 1,500.00	\$ 1,500.00
36G	Decorative Metal Self-Closing Double Gate, 8'W, 48"H	EACH	1	\$ 900.00	\$ 900.00	\$ 3,200.00	\$ 3,200.00	\$ 6,223.00	\$ 6,223.00	\$ 4,500.00	\$ 4,500.00	\$ 2,000.00	\$ 2,000.00
37A	Chain Link Fence, PVC Clad with HDPE Privacy Slats, 5' H	LF	215	\$ 40.00	\$ 8,600.00	\$ 92.00	\$ 19,780.00	\$ 44.00	\$ 9,460.00	\$ 80.00	\$ 17,200.00	\$ 43.00	\$ 9,245.00
37B	Chain Link Fence, PVC Clad with HDPE Privacy Slats, 6' H	LF	117	\$ 45.00	\$ 5,265.00	\$ 98.00	\$ 11,466.00	\$ 57.00	\$ 6,669.00	\$ 90.00	\$ 10,530.00	\$ 48.00	\$ 5,616.00
37C	Chain Link Double Swing Gate, PVC Clad with HDPE Privacy Slats, 5' H	EACH	1	\$ 750.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 1,245.00	\$ 1,245.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00
38	Amended Topsoil, Park Landscape Areas	CY	60	\$ 50.00	\$ 3,000.00	\$ 49.00	\$ 2,940.00	\$ 63.00	\$ 3,780.00	\$ 30.00	\$ 1,800.00	\$ 1.00	\$ 60.00
39A	Epimedium x Rubrum / Red Barrenwort, 1 Gal. Cont	EACH	260	\$ 19.00	\$ 4,940.00	\$ 48.00	\$ 12,480.00	\$ 44.00	\$ 11,440.00	\$ 30.00	\$ 7,800.00	\$ 20.00	\$ 5,200.00
39B	Hemerocallis 'Stella D'oro' / Stella D'oro Daylily, 1 Gal. Cont.	EACH	69	\$ 19.00	\$ 1,311.00	\$ 48.00	\$ 3,312.00	\$ 32.00	\$ 2,208.00	\$ 27.00	\$ 1,863.00	\$ 20.00	\$ 1,380.00
39C	Hosta Captain Kirk / Captain Kirk Hosta, 1 Gal. Cont.	EACH	18	\$ 19.00	\$ 342.00	\$ 48.00	\$ 864.00	\$ 63.00	\$ 1,134.00	\$ 32.50	\$ 585.00	\$ 20.00	\$ 360.00
39D	Liriope Spicata / Lilyturf, 1 Gal. Cont.	EACH	227	\$ 19.00	\$ 4,313.00	\$ 39.00	\$ 8,853.00	\$ 25.00	\$ 5,675.00	\$ 25.00	\$ 5,675.00	\$ 18.00	\$ 4,086.00
39E	Panicum Virgatum 'Rahstrahlbusch' / Rahstrahlbusch Switchgrass, 1 Gal. Cont.	EACH	78	\$ 19.00	\$ 1,482.00	\$ 39.00	\$ 3,042.00	\$ 38.00	\$ 2,964.00	\$ 26.00	\$ 2,028.00	\$ 22.00	\$ 1,716.00
39F	Perovskia Atropilifolia 'Little Spire' / Dwarf Russian Sage, 1 Gal. Cont.	EACH	25	\$ 19.00	\$ 475.00	\$ 48.00	\$ 1,200.00	\$ 63.00	\$ 1,575.00	\$ 30.00	\$ 750.00	\$ 22.00	\$ 550.00
39G	Sporobolus Heterolepis / Prairie Dropseed Grass, 1 Gal. Cont.	EACH	123	\$ 19.00	\$ 2,337.00	\$ 39.00	\$ 4,797.00	\$ 32.00	\$ 3,936.00	\$ 30.00	\$ 3,690.00	\$ 22.00	\$ 2,706.00
39H	Celtis Occidentalis / Common Hackberry, Specimen, 3-3.5" Cal., B&B	EACH	1	\$ 400.00	\$ 400.00	\$ 890.00	\$ 890.00	\$ 623.00	\$ 623.00	\$ 500.00	\$ 500.00	\$ 1,050.00	\$ 1,050.00
39I	Cercis Canadensis / Eastern Redbud, Single Stem, 2-2.5" Cal., B&B	EACH	1	\$ 250.00	\$ 250.00	\$ 525.00	\$ 525.00	\$ 623.00	\$ 623.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00
39J	Halesia Tetraptera / Carolina Silverbell, 8-10' Ht., Multi-Stemmed B&B	EACH	1	\$ 250.00	\$ 250.00	\$ 375.00	\$ 375.00	\$ 623.00	\$ 623.00	\$ 500.00	\$ 500.00	\$ 550.00	\$ 550.00
39K	Metasequoia Glyptostroboides / Dawn Redwood, Specimen, 3-3.5" Cal., B&B	EACH	1	\$ 400.00	\$ 400.00	\$ 750.00	\$ 750.00	\$ 623.00	\$ 623.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
39L	Prunus Serrulata 'Kwanzan' / Kwanzan Cherry, Specimen, 2-2.5" Cal., B&B	EACH	1	\$ 250.00	\$ 250.00	\$ 380.00	\$ 380.00	\$ 623.00	\$ 623.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00
39M	Syringa Reticulata 'Ivory Silk' / Japanese Tree Lilac 'Ivory Silk', Single Stem, 2-2.5" Cal., B&B	EACH	1	\$ 250.00	\$ 250.00	\$ 380.00	\$ 380.00	\$ 623.00	\$ 623.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00
39N	Ulmus Americana 'Princeton' / Princeton Elm, Specimen, 3-3.5" Cal., B&B	EACH	1	\$ 400.00	\$ 400.00	\$ 900.00	\$ 900.00	\$ 623.00	\$ 623.00	\$ 500.00	\$ 500.00	\$ 1,050.00	\$ 1,050.00
39O	Owner-Provided Azaleas, 3 Gal., Installation Only	EACH	4	\$ 19.00	\$ 76.00	\$ 40.00	\$ 160.00	\$ 32.00	\$ 128.00	\$ 20.00	\$ 80.00	\$ 22.00	\$ 88.00
39P	Owner-Provided Double Ground Mulch, Installation Only	CY	29	\$ 12.50	\$ 362.50	\$ 26.00	\$ 754.00	\$ 38.00	\$ 1,102.00	\$ 20.00	\$ 580.00	\$ 55.00	\$ 1,595.00
40	Lawn Area Construction	SY	300	\$ 15.00	\$ 4,500.00	\$ 8.00	\$ 2,400.00	\$ 28.00	\$ 8,400.00	\$ 10.00	\$ 3,000.00	\$ 5.00	\$ 1,500.00
41A	Milling Bituminous Concrete, 2" Thick	SY	200	\$ 15.00	\$ 3,000.00	\$ 42.00	\$ 8,400.00	\$ 14.00	\$ 2,800.00	\$ 20.00	\$ 4,000.00	\$ 17.00	\$ 3,400.00
44A	Bituminous Concrete Surface Course, Mix I-5, 2" Thick	TON	35	\$ 100.00	\$ 3,500.00	\$ 145.00	\$ 5,075.00	\$ 156.00	\$ 5,460.00	\$ 200.00	\$ 7,000.00	\$ 194.00	\$ 6,790.00
44B	Bituminous Concrete Speed Cushion	EACH	2	\$ 1,600.00	\$ 3,000.00	\$ 900.00	\$ 1,800.00	\$ 1,245.00	\$ 2,490.00	\$ 5,000.00	\$ 10,000.00	\$ 1,500.00	\$ 3,000.00
45A	Traffic Marking, Stop Bars, Crosswalks, Hash Marks, Stripes, Long-Life Thermoplastic	SF	305	\$ 2.00	\$ 610.00	\$ 8.00	\$ 2,440.00	\$ 3.00	\$ 915.00	\$ 10.00	\$ 3,050.00	\$ 6.50	\$ 1,982.50
45B	Traffic Marking, 6' Ht. Letters, Long-Life Thermoplastic	EACH	4	\$ 95.00	\$ 380.00	\$ 100.00	\$ 400.00	\$ 312.00	\$ 1,248.00	\$ 120.00	\$ 480.00	\$ 250.00	\$ 1,000.00
45C	Traffic Marking, Inlet Arrow, Long-Life Thermoplastic	EACH	5	\$ 35.00	\$ 175.00	\$ 120.00	\$ 600.00	\$ 312.00	\$ 1,560.00	\$ 120.00	\$ 600.00	\$ 250.00	\$ 1,250.00
45D	Traffic Marking, Hydrant Teardrop, Long-Life Thermoplastic	EACH	2	\$ 95.00	\$ 190.00	\$ 190.00	\$ 380.00	\$ 312.00	\$ 624.00	\$ 120.00	\$ 240.00	\$ 250.00	\$ 500.00
46A	Regulatory and Warning Sign Mounted on Breakaway Post	SF	30	\$ 25.00	\$ 750.00	\$ 60.00	\$ 1,800.00	\$ 32.00	\$ 960.00	\$ 5.00	\$ 150.00	\$ 55.00	\$ 1,650.00
46B	Street Name Signs Mounted on Steel Round Breakaway Post	LS	1	\$ 150.00	\$ 150.00	\$ 600.00	\$ 600.00	\$ 623.00	\$ 623.00	\$ 400.00	\$ 400.00	\$ 1,500.00	\$ 1,500.00
<b>CONSTRUCTION TOTAL COST</b>					\$ 862,338.50		\$ 694,404.00		\$ 695,083.00		\$ 746,851.00		\$ 815,936.25
48	Contingency, If and Where Directed	DOLLAR			\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00
<b>CONSTRUCTION TOTAL COST PLUS CONTINGENCY</b>					\$ 962,338.50		\$ 794,404.00		\$ 795,083.00		\$ 846,851.00		\$ 915,936.25

**MUNICIPALITY OF PRINCETON  
CONSTRUCTION AGREEMENT  
FOR:**

**MARY MOSS PLAYGROUND**

THIS AGREEMENT, made the 12th day of February, 2018, 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  
V&K CONSTRUCTION, INC., 37 Bartha Avenue, Edison, NJ 08817  
("CONTRACTOR")

In connection with the CONTRACTOR's bid proposal, dated January 29, 2018, and the MUNICIPALITY's notice of award, 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 Seven Hundred Ninety-Four Thousand Four Hundred Four Dollars and Zero Cents (794,404.00).

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, and as more specifically set forth section 2.60(k) of the General Conditions.

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:

V&K CONSTRUCTION, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Pantelis Kounelias, President



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Public Works

**RESOLUTION 18-65**

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**Resolution Authorizing the Award of a Contract to Sewer Equipment Company of America (Through Jet Vac Equipment LLC) via the National Joint Powers Alliance (NJPA) Contract for Sewer Cleaning and Hydro Excavating Equipment (Contract #022014-SCA) for a 900-ECO Truck Mounted Combination Sewer Cleaner in the Amount of \$360,597.75**

**WHEREAS**, the Department of Infrastructure and Operations (“Department”) recommends that the Municipality of Princeton (“Princeton”) procure the following new / unused equipment for use by the Municipality of Princeton:

- 900-ECO Truck Mounted Combination Sewer Cleaner in the amount of \$360,597.75, Quote dated November 29, 2017; and

**WHEREAS**, the Department has researched vendors that would achieve the Department’s goals and determined that the sought-after equipment may be procured through a nationally-recognized and accepted cooperative purchasing contract in effect until March 18, 2018 between National Joint Powers Alliance (“NJPA”) and Sewer Equipment Company of America; and

**WHEREAS**, Princeton is a member of the NJPA (Princeton Member ID # - 28187); and

**WHEREAS**, pursuant to N.J.S.A. 52:34-6.2b.(3) (as amended by P.L. 2011, c.139) and LFN 2012-10, a New Jersey municipality may purchase goods and services without public bidding under the Local Public Contracts Law through the use of a nationally-recognized and accepted cooperative purchasing contract that has been developed utilizing a competitive bidding or contracting process by another contracting unit within New Jersey or another state; and

**WHEREAS**, NJPA is a regional organization of governmental units operating under the laws of the State of Minnesota and is itself a government corporation and agency pursuant to the

laws of Minnesota; and

**WHEREAS**, the subject cooperative purchasing contract was awarded by NJPA to Sewer Equipment Company of America utilizing a competitive contracting process; and

**WHEREAS**, also pursuant to N.J.S.A. 52:34-6.2b.(3) (as amended by P.L. 2011, c.139) and LFN 2012-10, prior to making purchases under nationally-recognized and accepted cooperative purchasing contracts, the municipality must determine that the use of the cooperative purchasing contract shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered; and

**WHEREAS**, the Department has determined that Princeton's use of the NJPA cooperative purchasing contract to procure the sought-after new / unused equipment will result in cost savings to Princeton; and

**WHEREAS**, consistent with the NJPA cooperative purchasing contract and needs of Princeton, National Auto Fleet Group has submitted a specific proposal to provide the above stated equipment for use by the Municipality of Princeton within 270 days of execution of purchase order for same, for the sum of \$360,597.75; and

**WHEREAS**, the Chief Financial Officer has certified that sufficient funds in the total amount of \$360,597.75 are available for this purchase as follows:

- 900-ECO Truck Mounted Combination Sewer Cleaner
  - For use by the Princeton Sewer Operating Committee (PSOC)
  - In the amount of \$360,597.75
    - Capital Accounts:
      - 04-215-17-031-089-312 (Ordinance 2017-31 Sewer Trust - International 7400 Jet Vac Truck \$340,000.00 available)
      - 04-215-17-031-089-307 (Ordinance 2017-13 Sewer Trust - I / I Equipment Upgrades \$40,000.00 available).

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

1. The foregoing “Whereas” clauses are hereby incorporated as if fully restated.
2. A contract for the purchase of a 900-ECO Truck Mounted Combination Sewer Cleaner for use by the Municipality of Princeton in the amount of \$360,597.75 is hereby awarded to Sewer Equipment Company of America (through Jet Vac Equipment, LLC) without public bidding as permitted by law.
3. The Mayor and Clerk are hereby authorized and directed to execute an “End User Agreement” with Sewer Equipment Company of America (through Jet Vac Equipment, LLC) pursuant to the terms of its nationally-recognized and accepted cooperative purchasing agreement with the NJPA.
4. The form and terms of the End User Agreement shall be consistent with this resolution is subject to the approval of the Municipal Attorney’s office.
5. 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 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Howard								
Mr. Liverman								
Mr. Quinn								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

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Kathleen K. Brzezynski, Municipal Clerk

**ATTACHMENTS:**

- Memo.MC.SewerEquip.JetVac.Feb12,2018Meeting (DOCX)
- NoticeofIntenttoAward.SewerCleaner-NationalAutoFleet (DOCX)
- SewerEquipmentCompany.NJPA.Agreement (PDF)
- Princeton SOC-NJPA-900ECO-TA-112917 (PDF)
- EndUserAgreement.SewerEquip.JetVac.Feb12,2018 (DOCX)
- Agreement.Exhibit B - Affirmative Action Attachment (DOCX)
- Agreement.Exhibit C - BRC and Use Tax (DOCX)



**DEPARTMENT OF INFRASTRUCTURE  
AND OPERATIONS**

**1 Monument Drive, Post Office Box 390**

**Princeton, NJ 08542**

**609-497-7639**

[www.princetonnj.gov](http://www.princetonnj.gov)

*Robert A. Hough, P.E., Director*

# Memo

**To:** Mayor and Council of Princeton

**From:** Robert A. Hough, P.E., Director

**Date:** January 8, 2018

**RE:** Request for Authorization to Award a Contract  
via the National Joint Powers Alliance (NJPA) Contract  
For "Sewer Cleaning and Hydro Excavating Equipment (Contract  
#022014-SCA)," to Sewer Equipment Company of America (through Jet  
Vac Equipment, LLC) for the Purchase of a 900-ECO Truck Mounted  
Combination Sewer Cleaner for the Municipality of Princeton

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The Municipality of Princeton is in need of a new truck mounted combination (Jet Vac) sewer cleaner for use by the Municipality of Princeton, specifically by the Princeton Sewer Operating Committee (PSOC).

Staff researched vendors that could achieve the desired goals and determined that the sought-after piece of equipment could be procured through a nationally-recognized and accepted cooperative purchasing contract in effect between the National Joint Powers Alliance® ("NJPA") and Sewer Equipment Company of America (through Jet Vac Equipment, LLC), and more specifically identified as Contract #022014-SCA for "Sewer Cleaning and Hydro Excavating Equipment."

Princeton, pursuant to N.J.S.A. 52:34-6.2b.(3) (as amended by P.L. 2011, c.139) and LFN 2012-10, as a New Jersey municipality can purchase goods and services without public bidding under the Local Public Contracts Law through the use of a nationally-recognized and accepted cooperative purchasing contract that has been developed utilizing a competitive bidding or contracting process by another contracting unit within New Jersey or another state. NJPA is a regional organization of governmental units operating under the laws of the State of Minnesota and is itself a government corporation and agency pursuant to the laws of Minnesota. The subject

cooperative purchasing contract was awarded by NJPA to Altec utilizing a competitive contracting process.

Staff, pursuant to N.J.S.A. 52:34-6.2b.(3) (as amended by P.L. 2011, c.139) and LFN 2012-10, prior to recommending purchases under nationally-recognized and accepted cooperative purchasing contracts, determined that the use of the cooperative purchasing contract would result in cost savings after all factors, including charges / costs for bid document preparation, bid process, service, material, and delivery, had been considered. Based on Princeton's current need for a new truck mounted combination (Jet Vac) sewer cleaner, staff determined that Princeton's use of the NJPA cooperative purchasing contract to procure the sought-after equipment would result in cost savings to Princeton.

The Chief Financial Officer has certified that sufficient funds in the total amount of \$360,597.75 are available for this purchase as follows:

- 900-ECO Truck Mounted Combination Sewer Cleaner
  - For use by the Princeton Sewer Operating Committee (PSOC)
  - In the amount of \$360,597.75
    - Capital Accounts:
      - 04-215-17-031-089-312 (Ordinance 2017-31 Sewer Trust – International 7400 Jet Vac Truck \$340,000.00 available)
      - 04-215-17-031-089-307 (Ordinance 2017-13 Sewer Trust – I / I Equipment Upgrades \$40,000.00 available).

Based on the above, it is the recommendation of staff that a contract for purposes of providing the Municipality of Princeton with a new 900\_ECO Truck Mounted Combination Sewer Cleaner for use by the Municipality of Princeton, specially by the Princeton Sewer Operating Committee (PSOC), under NJPA Contract #022014-SCA for "Sewer Cleaning and Hydro Excavating Equipment," is hereby awarded to Sewer Equipment Company of America (through Jet Vac Equipment, LLC) for the contract amount of \$360,597.75. This contract is awarded without public bidding as permitted by law.

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

CC: Marc D. Dashield, Administrator  
Sandra L. Webb, Chief Finance Officer  
Dan Van Mater, Director, Department of Public Works

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

Notice of Intent to Award Contracts under a National Cooperative Purchasing Agreement

Notice is hereby given that the Municipality of Princeton in the County of Mercer, State of New Jersey ("Princeton"), intends to participate in the National Joint Powers Alliance® ("NJPA") Contract for "Sewer Cleaning and Hydro Excavating Equipment, , Contract #022014-SCA," and pursuant thereto, purchase from one of its vendors, Sewer Equipment Company of America (through Jet Vac Equipment, LLC, Rockaway, New Jersey) goods and service in connection with the purchase of a 900-ECO Truck Mounted Combination Sewer Cleaner for use by the Municipality of Princeton.

Beginning Friday, January 12, 2018, information regarding the NJPA Cooperative Purchasing Agreement and proposed Goods and Services Agreement between Sewer Equipment Company of America and Princeton may be reviewed at the Princeton Clerk's Office during regular business hours, on Princeton's website at <http://www.princetonnj.gov/> and on the NJPA website at:

<https://www.njpacoop.org/cooperative-purchasing/contracts-fleet/public-utility-airport-equipment/022014-sca/>

The NJPA contract term with Sewer Equipment Company of America is from March 18, 2014 to March 18, 2018.

It is Princeton's intent to award a contract to Sewer Equipment Company of America for the foregoing goods.

Princeton is permitted to join national cooperative purchasing agreements and award contracts to vendors pursuant thereto under the authority of N.J.S.A. 52:34-6.2b.(3) and LFN 2012-10.

Any comments must be in writing and received by the Princeton Clerk's Office, 400 Witherspoon Street, Princeton NJ 08540, no later than 4:00 p.m. on February 2, 2018.

Home > Cooperative Purchasing > Contracts - Fleet > Public Utility & Airport Equipment > Sewer Equipment



## Sewer Equipment



**Contract#:** 022014-SCA

**Category:** Public Utility & Airport Equipment

**Description:** Sewer Cleaning and Hydro Excavating Equipment

**Maturity Date:** 03/18/2018

Sewer Equipment, formally Sewer Equipment Co. of America, is the new corporate home of Ramvac Hydro Excavators, Mongoose Jetters, Sewer Equipment Co. of America and Vacmasters by Sewer Equipment. With 75 years of experience, Sewer Equipment and its brands proudly provide customers with the highest quality truck and trailer jetters, combination sewer cleaners, easement machines, hydro and air excavators, rodders and bucket machines. We stand behind our commitment to providing the "Best Products, Best Local Support".



[Overview](#)

[Contract Documentation](#)

[Pricing](#)

[Marketing Materials](#)

[NJPA Contact Information](#)

**HOW TO PURCHASE** ?  
Our step-by-step guide

### Vendor Contact Info

Tom Hochmuth  
Direct Phone: 815-342-1700  
[tomhochmuth@sewerequipment.com](mailto:tomhochmuth@sewerequipment.com)  
[www.sewerequipment.com](http://www.sewerequipment.com)



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

**SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**

In compliance with the Request for proposal (RFP) for "SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Sewer Equipment Company of America Date: 2-13-14

Company Address: 1590 Dutch Road

City: Dixon IL State: IL Zip: 61021

Contact Person: Tom Hochmuth Title: Western Region Sales Manager

Authorized Signature (ink only): [Signature] Tom Hochmuth  
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 022014 Sewer Vacuum, Hydro-excavation, and street sweeper equipment with related accessories & supplies  
Sewer Equipment Company of America  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be March 18<sup>th</sup>, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] Dr. Chad Coquette  
NJPA Executive Director (Name printed or typed)

Awarded this 18<sup>th</sup> day of March, 20 14 NJPA Contract Number # 022014-SCA

NJPA Authorized signature: [Signature] Scott Veronen  
NJPA Board Member (Name printed or typed)

Executed this 18<sup>th</sup> day of March, 20 14 NJPA Contract Number # 022014-SCA

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Sewer Equipment Company of America  
Vendor Authorized signature: [Signature] (Name printed or typed)

Title: Western Region Sales Manager  
Executed this 22<sup>nd</sup> day of March, 20 14 NJPA Contract Number # 022014-SCA

November 29, 2017



Distributor: JET VAC EQUIPMENT, LLC  
 End User: PRINCETON SOC  
 Address:  
 City, State, Zip:  
 Phone: PRINCETON, NJ  
 Contact:  
 Email:



**900-ECO Truck Mounted Combination Sewer Cleaner**

<b>Vacuum System:</b> 4400 CFM Blower 8" Vacuum Hose system 18" Hg vacuum rating Dual Cyclone Separator Dual Element 10 Micron Final Filter Remote Vacuum Relief Variable Volume Delivery Analog Vacuum Display	<b>Water System:</b> 900 Gallon Capacity Water Tank Giant plunger style triplex 65 gpm @ 2000 psi w/ 30 min run dry Black Duraprolene™ Water Tank Construction w/ 10 Year Warranty Cold Weather Recirculation System 2.5" Hydrant Fill system Air Purge Valve Variable Volume Delivery Low Water Warning Light Analog Pressure Display Front and Rear Hand Gun Ports	<b>Hose Reel &amp; Hose:</b> Front Mounted Telescoping & Rotating 800' x1" Capacity 10' Leader Hose Single Side Controls <b>Accessories:</b> (3) 8" x 6' Extension Tubes (1) 8" X 4' Extension Tube (1) 8" x 6' Crowned Suction Nozzle (1) 6" x 10' Flat Discharge Hose (5) Quick Clamps BB Hose Guide Tri-Star (chisel point) nozzle DD (high flow) nozzle Finned Nozzle extension Nozzle Rack 25' Fill Hose Upstream Pulley Guide Washdown gun w/ 50' ext. hose (1) Variable Pattern Nozzle for washdown gun (1) Hydrant Wrench (1) Paper Owner's Manual
<b>Boom:</b> Hydraulic Powered Boom 180° Working Radius 10' Extendable Design 70 Degree Steel Elbow	<b>Electrical:</b> NEMA 4 Control Panel Hour Meter (blower & water pump) Military Spec. Sealed Switches	
<b>Debris Tank:</b> 9 Cubic Yard Capacity Exten Steel Construction Debris Level Indicator Hydraulic Dump, 50° Dump Angle Dual Ported Rear Door w/ Knife Valve Dump Height 60" Hydraulic Open/Close/Lock Door	<b>Truck:</b> Mounting to Approved Chassis (1) Alum Toolbox 24"x42"x100" - Behind Cab (2) Alum Toolbox 18"x18"x30" - Passenger (2) Alum Toolbox 18"x18"x24" - Rear* <i>*N/A ON SINGLE AXLE CHASSIS</i> (1) Alum Long Handle Storage - Rear LED D.O.T. Approved Lighting	

**BASE UNIT AS OUTLINED ABOVE** **\$213,949.00**    1    **\$213,949.00**

<b>HOSE REEL ASSEMBLY:</b>	<b>LIST PRICE</b>		<b>TOTAL</b>
AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION	\$6,901.00	1	\$6,901.00
FOOTAGE METER (mounted on jet hose reel)	\$699.00	1	\$699.00
SEWER HOSE (1" I.D., 2500 P.S.I. OPERATING PRESSURE) PER FT	\$4.17	500	\$2,085.90
BOOM JOYSTICK CONTROL	\$1,224.00	1	\$1,224.00

<b>CLEANING ATTACHMENTS:</b>			
SIX (6) 18" D.O.T. SAFETY CONES AND HOLDER	\$349.00	1	\$349.00
CENTRAL LUBRICATION SYSTEM	\$2,611.00	1	\$2,611.00

<b>WATER TANKS:</b>			
BASE 1500 GALLON BLACK DURAPROLENE™ WATER TANK W/ 10 YEAR WARRANTY	\$4,162.00	1	\$4,162.00
WATER TANK LOW LEVEL AUDIBLE ALARM (level set point is fixed at 150 gallons)	\$478.00	1	\$478.00

<b>WATER SYSTEM ATTACHMENTS:</b>			
FILL HOSE STORAGE RACK	\$197.00	1	\$197.00
CENTRAL WASHDOWN SYSTEM	\$1,304.00	1	\$1,304.00

<b>TOOLBOX CONFIGURATIONS:</b>			
ADDITIONAL 18"x18"x30" ALUMINUM TOOLBOX	\$884.00	1	\$884.00
BUMPER MOUNTED ALUMINUM TOOL BOX (1) 12"x12"x14"	\$885.00	1	\$885.00
NOZZLE RACK	\$469.00	1	\$469.00

LONG HANDLED TOOL STORAGE (TWO (2) 4" TUBES) & CABINET	\$709.00	1	\$709.00
<b>DEBRIS BOX &amp; BOOM:</b>			
12 CUBIC YARD CAPACITY DEBRIS BOX	\$5,202.00	1	\$5,202.00
TELESCOPING BOOM SYSTEM	\$4,415.00	1	\$4,415.00
DEBRIS BODY WASH OUT SYSTEM	\$1,103.00	1	\$1,103.00
<b>ELECTRICAL &amp; LIGHTING:</b>			
LED ARROW BOARD	\$1,180.00	1	\$1,180.00
LED BOOM MOUNTED WORK LIGHTS (2)	\$864.00	1	\$864.00
<b>CHASSIS:</b>			
NON-STOCK CHASSIS MOUNTING ALTERATIONS	\$1,362.00	1	\$1,362.00
AIR PURGE WINTERIZATION SYSTEM	\$1,271.00	1	\$1,271.00
<b>PAINT:</b>			
DEBRIS TANK - BOOM: STANDARD WHITE PAINT		1	
HOSE REEL - UPRIGHT: SEWER BLUE		1	
SPECIAL PAINT: SOLID COLORS	\$2,601.00	1	\$2,601.00
<b>MANUALS &amp; TRAINING:</b>			
TRAINING - CUSTOMER LOCATION (1 DAY)		1	\$0.00
TRAINING - CUSTOMER LOCATION (ADDITIONAL DAY)		1	\$0.00
<p style="text-align: right;">LIST PRICE OF SELECTED OPTIONS: \$254,904.90  LESS PERCENTAGE DISCOUNT (enter % →) 3% \$ (7,647.15)  NET PRICE OF UNIT: \$247,257.75  <i>FACTORY SUPPLIED CHASSIS (IH4300, 6x4, 370Hp, 46000GVW) :</i> \$110,840.00  ESTIMATED FREIGHT: \$2,500.00  ESTIMATED TOTAL: \$ 360,597.75</p>			
<b>RECOMMENDED OPTIONS</b>			
TRIPLEX PLUNGER STYLE GIANT WATER PUMP RATED AT 80 GPM @ 2000 PSI	\$8,624.00		\$0.00
SINGLE PISTON 80 GPM @ 2500 PSI WATER PUMP	\$22,410.00		\$0.00
ACCUMULATOR FOR SINGLE PISTON PUMP	\$2,867.00		\$0.00
STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI	\$5,800.00		\$0.00
LATERAL LINE CLEANING KIT	\$4,403.00		\$0.00
DEBRIS BODY PUMP OFF SYSTEM	\$12,106.00		\$0.00

MUNICIPALITY OF PRINCETON

END USER AGREEMENT IN CONNECTION WITH PURCHASE OF:

900-ECO TRUCK MOUNTED COMBINATION SEWER CLEANER  
FROM SEWER EQUIPMENT COMPANY OF AMERICA  
(THROUGH JET VAC EQUIPMENT, LLC)

THIS AGREEMENT (also "contract"), made the 12th day of February, 2018, 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

SEWER EQUIPMENT COMPANY OF AMERICA (through Jet Vac Equipment, LLC), a corporation of the State of Illinois, with offices at 1590 Dutch Road, Dixon, Illinois 61021.

("CONTRACTOR").

In connection with CONTRACTOR'S Proposal, and the MUNICIPALITY'S notice of award dated \_\_\_\_\_, 2018, the MUNICIPALITY and CONTRACTOR hereby agree as follows:

1. Scope of Work

CONTRACTOR hereby agrees to furnish the equipment specified in the CONTRACTOR'S Proposal (Exhibit A) as follows:

- 900-ECO Truck Mounted Combination Sewer Cleaner in the amount of \$360,597.75, Quote dated November 29, 2017

CONTRACTOR'S Proposal, and the provision of its goods and services provided pursuant thereto, are (and shall at all times) be consistent with the terms of the Agreement Between National Joint Powers Alliance ("NJPA") and SEWER EQUIPMENT COMPANY OF AMERICA with offices at 1590 Dutch Road, Dixon, Illinois 61021 effective from March 18, 2014 to March 18, 2018 ("NJPA Agreement").

2. Contract Sum and Payment

- A. Based upon the prices set forth in Exhibit A, the amount of the contract, subject to any adjustments made in accordance with the Contract Documents, is Three Hundred Sixty Thousand Five Hundred Ninety-seven Dollars and Seventy-five cents (\$360,597.75).
- B. In accordance with the NJPA Agreement, the MUNICIPALITY agrees to pay CONTRACTOR upon receipt and acceptance of the various vehicles identified in Section 1 above. The MUNICIPALITY shall pay CONTRACTOR within thirty (30) days of receipt of CONTRACTOR'S properly executed and audited invoice and municipal voucher.

3. Time of Completion

- A. The goods and services to be provided under this contract shall be commenced and completed as set forth in the Notice of Award and/or Notice to Proceed to be provided by the MUNICIPALITY. In accordance with CONTRACTOR'S Proposal, the equipment shall be delivered within 270 days of CONTRACTOR'S receipt of MUNICIPALITY'S purchase order.
- B. The failure to provide the goods and services within the number of calendar days set forth in the Notice of Award and/or Notice to Proceed and herein, including any extension granted thereto as determined by the MUNICIPALITY, shall entitle the MUNICIPALITY to liquidated damages in the amount of five hundred dollars per day (\$500.00/day).

4. Buy American

Only manufactured and farm products of the United States, wherever available, shall be used in connection with this contract, pursuant to N.J.S.A. 40A:11-18.

5. Indemnification and Hold Harmless

CONTRACTOR shall hold harmless, indemnify and defend the MUNICIPALITY and its consultants, officers, employees and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses (including but not limited to attorney's fees) directly or indirectly arising out of the negligence or fault of the CONTRACTOR or its officers, agents, servants or employees and/or any other person or persons relating to, or in connection with the performance or nonperformance of the work required by the Contract Documents, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent, except to the extent caused by the negligence or fault of the MUNICIPALITY. CONTRACTOR'S indemnification obligations shall not be limited by the amounts of insurance required to be carried by CONTRACTOR under this contract.

6. Contract Documents

The Contract Documents as defined herein are incorporated into this Agreement and made a part hereof by reference. The Contract Documents shall include this Agreement and all exhibits (A through C, inclusive) attached hereto, along with the following:

- Agreement Between National Joint Powers Alliance (“NJPA”) and SEWER EQUIPMENT COMPANY OF AMERICA with offices at 1590 Dutch Road, Dixon, Illinois 61021 effective from March 18, 2014 to March 18, 2018 (“NJPA Agreement”) (through Jet Vac Equipment, LLC, (through Jet Vac Equipment, LLC, 195 Green Pond Road, Rockaway, New Jersey 07866).
- CONTRACTOR’S Pay to Play Forms (Affidavit Required in Connection with the Execution of Certain Contracts, Campaign Contributions Disclosure Statement and Campaign Contributions Affidavit), Non-Collusion Affidavit, Stockholder Disclosure Certification and Certification of Investment Activities in Iran.

7. Affirmative Action Regulations

CONTRACTOR specifically agrees to comply with the affirmative action requirements set forth in the attached Exhibit B, which requirements are incorporated herein and made a part hereof as if fully restated.

8. Business Registration and Sales and Use Tax Requirements

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 of prior to the time a contract is awarded. In addition:

- A. A subcontractor named in the proposal shall provide a copy of its business registration to CONTRACTOR who shall provide it to the MUNICIPALITY as required above. No contract with a subcontractor shall be entered into by any contractor under any contract with the MUNICIPALITY unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
- B. The MUNICIPALITY will retain the proof of business registration in the file where documents relating to the contract are maintained.
- C. 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 contract.

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

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

9. Pay to Play Compliance; Political Contributions

- A. CONTRACTOR certifies that said CONTRACTOR (including persons and other business entities having an interest in CONTRACTOR 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 the contract that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform the contract , nor will it make a reportable contribution during the term of this contract to any municipal committee of a political party if a member of that political party is serving in an elective public office for Princeton when the contract is awarded, or to any candidate committee of any person serving in an elective public office for Princeton when the contract is awarded.

- B. CONTRACTOR 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 CONTRACTOR receives contracts in excess of \$50,000 from public entities in a calendar year. It is CONTRACTOR'S responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

10. Document Retention – State Comptroller

CONTRACTOR shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

11. Assignment

This contract 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:

SEWER EQUIPMENT COMPANY OF AMERICA

\_\_\_\_\_

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

## EXHIBIT B

### AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE ATTACHMENT

for

#### PROCUREMENT AND SERVICE CONTRACTS, INCLUDING PROFESSIONAL SERVICES AGREEMENTS

**Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:**

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

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

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

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

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

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

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

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

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

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any

subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

## EXHIBIT C

### **BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS**

#### **A. Business Registration**

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

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

#### **B. Sales and Use Tax**

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



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Public Works

**RESOLUTION 18-66**

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**Resolution Authorizing the Extension of the Existing Contract with Central Jersey Waste and Recycling, Inc. for Organic Waste Collection for Four (4) months (February 1, 2018 to May 31, 2018) in an Amount not to Exceed \$75,000.00**

**WHEREAS**, the then Borough of Princeton adopted on November 27, 2012 Resolution 2012-R284 that awarded a contract to Central Jersey Waste and Recycling, Inc. for the collection of organic waste for the Princeton community, and

**WHEREAS**, the Mayor and Council of Princeton adopted on November 10, 2014 Resolution 14 - 334 that extended the above mentioned existing contract with Central Jersey Waste and Recycling, Inc. for the collection of organic waste for the Princeton community for two (2) years (2015 and 2016), and

**WHEREAS**, the Mayor and Council of Princeton adopted on October 24, 2016 Resolution 16 - 295 that extended the above mentioned existing contract with Central Jersey Waste and Recycling, Inc. for the collection of organic waste for the Princeton community for one (1) year (2017), and

**WHEREAS**, the current contract with Central Jersey Waste and Recycling, Inc. expired on January 31, 2018, and

**WHEREAS**, the staff of the Department of Infrastructure and Operations, the Department that oversees and administers the Princeton Organic Waste Program, is in the process of bidding this contract / service, recommends to Mayor and Council that the existing contract be extended for four (4) months, from February 1, 2018 until May 31, 2018, in accordance with the provisions of the existing contract, and

**WHEREAS**, staff recommends that the contract extension be for a sum not to exceed Seventy-five Thousand Dollars and Zero Cents (\$75,000.00).

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

1. The Mayor and Council of the Municipality of Princeton hereby extend the existing Contract for a four (4) month period commencing February 1, 2018 through May 31, 2018 to Central Jersey Waste and Recycling, Inc., 432 Stokes Avenue, Ewing, New Jersey 08638 in the amount of Seventy-five Thousand Dollars and Zero Cents (\$75,000.00).
2. The Mayor and Clerk are hereby authorized and directed to execute said Continuation of Existing Contract on behalf of Mayor and Council for the Princeton Community.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Howard								
Mr. Liverman								
Mr. Quinn								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

---

Kathleen K. Brzezynski, Municipal Clerk

**ATTACHMENTS:**

- Memo.M&C.CJ.ContractContinuation.Feb12,2018CouncilMeeting (DOC)
- ContinuationContract.OrganicWaste.CentralJersey.Feb12,2018 (RTF)

# Department of Infrastructure and Operations

## Memo

**To:** Mayor and Council of Princeton

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

**Date:** February 7, 2018

**Re:** Curbside Organic Program  
Central Jersey Waste and Recycling, Inc.  
Continuation of Existing Contract

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The current Curbside Organic Program contract with Central Jersey Waste and Recycling, Inc., Ewing, New Jersey expired on January 31, 2018. In November 2014, the initial contract was extended for two (2) years, until January 31, 2017. In October 2016, the contract was extended an additional year, until January 31, 2018.

Staff is in the process of bidding this contract / service. Therefore, at this time, staff recommends that the Mayor and Council extend the existing contract for four (4) months, or until May 31, 2018.

Staff has discussed this with Central Jersey and they are agreeable to extending the existing contract for a period of four (4) months, from February 1, 2018 until May 31, 2018. The cost per participant remains the same at \$15.00 per participant per month, as per their original bid submission.

Since the current participation level is approximately 1,100 participants, staff recommends that the contract continue to be based on 1,250 participants per year and if this number is exceeded, staff will report same to the Council and request an amendment accordingly. Therefore, the contract extension will be for a sum totaling Seventy-five Thousand Dollars and Zero Cents (\$75,000.00).

Attached is a Resolution of Mayor and Council that will extend the existing contract with Central Jersey for the collection of organic waste until May 31, 2018.

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

CC: Marc Dashfield, Administrator  
Kathleen Brzezynski, Municipal Clerk

**CONTINUATION OF EXISTING CONTRACT**  
**ORGANIC WASTE COLLECTION CONTRACT**  
**WITH CENTRAL JERSEY WASTE AND RECYCLING, INC.**

**CONTINUATION OF EXISTING CONTRACT**, made this 12<sup>th</sup> day of February, 2018, by **CENTRAL JERSEY WASTE AND RECYCLING, INC.**, with a mailing address of 432 Stokes Avenue, Ewing, New Jersey 08638 (hereinafter referred to as "Contractor"), and the **MUNICIPALITY OF PRINCETON**, a municipal corporation in the County of Mercer and State of New Jersey (hereinafter referred to as "Princeton"), 400 Witherspoon Street, Princeton, New Jersey 08540.

**WHEREAS**, Princeton previously entered into an agreement with the Contractor for the collection of organic waste for the Princeton community until January 31, 2018; and

**WHEREAS**, Princeton has determined to extent the existing contract for four (4) months, from February 1, 2018 until May 31, 2018, in accordance with the provisions of the existing contact with the Contractor.

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

1. STATEMENT OF WORK.

The Contractor shall continue the collection of organic waste for the Princeton community for a four (4) month period commencing February 1, 2018 through May 31, 2018.

2. PAYMENT.

Princeton shall pay the Contractor the following compensation: Not to Exceed Seventy-five Thousand Dollars and Zero Cents (\$75,000.00) per year.

3. EXISTING CONTRACT

All provisions of the existing contract by and between the Contractor and Princeton shall continue in full force and effect unless specifically addressed herein.

**WITNESS:**

**CENTRAL JERSEY  
WASTE AND RECYCLING, INC.**

\_\_\_\_\_

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

**THE MUNICIPALITY OF PRINCETON**

\_\_\_\_\_  
Kathleen Brzezynski, Clerk

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



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Clerk

**RESOLUTION 18-67**

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**Resolution Authorizing a Professional Services Agreement with Miller, Porter and Muller, PC, for representing the Princeton Planning Board for 2018 in an Amount not to Exceed \$34,000.00**

WHEREAS, the municipality of Princeton desires to retain the services of an attorney for purposes of representing the Princeton Planning Board on behalf of Princeton; and

WHEREAS, Miller, Porter & Muller, PC have provided a proposal to Princeton for purposes of performing the sought-after legal services for the not to exceed contract amount of \$34,000.00 and term of calendar year 2018; 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, Miller, Porter & Muller, PC have completed and filed with Princeton the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8, Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 and affidavit pursuant section 2-87 of the Princeton Code (collectively, the “Pay-to-Play Forms”); and

WHEREAS, the agreement shall be for an amount not to exceed \$34,000.00, as more specifically detailed in the Miller, Porter & Muller, PC’s proposal;

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said services in account number 01-201-21-180-279; 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 Miller, Porter & Muller, PC, One Palmer Square, Suite 540, Princeton, New Jersey 08540 for legal 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. Miller, Porter & Muller, PC shall be paid a fee not to exceed \$34,000.00 billed at the rate of \$200.00 per hour. The term of the agreement shall be calendar year 2018.
4. A copy of this Resolution, the Pay-to-Play Forms and the agreement shall be placed on file in the Office of the Clerk.
5. A notice of this action shall be published in the official newspaper as required by law.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

---

Kathleen K. Brzezynski, Municipal Clerk

**ATTACHMENTS:**

- Memo PSA (PDF)
- MPM PSA (DOCX)
- Exhibits B and C to Standard PSA (DOCX)

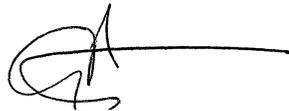
# MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW

## MEMORANDUM

To: Kathleen Brzezynski  
Princeton Municipal Clerk

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



Date: January 25, 2018

**Re: Resolution and Professional Services Agreement: Miller, Porter & Muller, PC 2018  
Planning Board Attorney**

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The Princeton Planning Board at its meeting on January 18, 2018 voted to reappoint Miller, Porter & Muller, PC as their attorneys for 2018.

I have, therefore, prepared and attach hereto a proposed Resolution and Agreement for Professional Services for consideration by the Mayor and Council.

cc: Ilene Cutroneo, Assistant to Princeton Planner (via email w/encls.)

Trishka W. Cecil, Esq. (via email w/encls.)

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement” or “agreement”) entered into this 12<sup>th</sup> day of February 2018 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 Miller, Porter & Muller, PC, One Palmer Square, Suite 540, Princeton, New Jersey 08540 (hereafter referred to as "CONSULTANT").

### WITNESS

WHEREAS, PRINCETON desires to obtain professional services in connection with representation of the Princeton Planning Board; and

WHEREAS, the CONSULTANT has provided a written proposal to PRINCETON for purposes of performing the sought-after professional services to PRINCETON; and

WHEREAS, the Princeton Planning Board adopted a Resolution appointing the CONSULTANT as the Board attorney on January 18, 2018; 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:

Princeton Planning Board Attorney

The specific tasks involved in these services are more fully set forth in the CONSULTANT’S proposal. Should there be any conflict between the terms of CONSULTANT’S proposal and this Agreement, the terms of this Agreement shall control. Gerald Muller, Esq. shall be the lead attorney for said Board.

2. Term.
  - a. This Agreement shall become effective on January 1, 2018 and shall terminate on December 31, 2018, subject to the termination provisions set forth in subsection 2b. below.

- b. The Agreement may be terminated by either party, by giving two (2) 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 thirty four thousand dollars (\$34,000.00) subject to annual budgetary appropriations. The CONSULTANT shall bill at the rate of \$200.00 per hour for legal services.
  - b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month. 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 A.
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 B.
6. Political Contributions.
  - a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON

when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.

- b. In accordance with section 2-87 of the Princeton Code, CONSULTANT shall not make or solicit any contribution of money, or pledge of a contribution, including in-kind contributions, or loans, to a municipal campaign committee or fund of any candidate for, or holder of, a public office within PRINCETON having ultimate responsibility for the award of this Agreement, or campaign committee financially supporting such candidate or officeholder, or to any political action committee (PAC) that engages in the support of municipal elections and/or municipal parties, or to any PRINCETON or Mercer County party committee, between the time of first communications between that business entity and PRINCETON regarding this Agreement and the later of the termination of negotiations or the completion of the Agreement.
- c. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if CONSULTANT receives contracts in excess of \$50,000 from public entities in a calendar year. It is CONSULTANT responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or [www.elec.state.nj.us](http://www.elec.state.nj.us).

7. Insurance; Hold Harmless.

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

8. Complete Agreement. This Agreement and any attachments hereto or incorporated by reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

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

**ATTEST:**

**PRINCETON, a municipal corporation of  
the State of New Jersey**

\_\_\_\_\_  
Kathleen Brzezynski, Municipal Clerk

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

Miller, Porter & Muller, PC

\_\_\_\_\_

By: \_\_\_\_\_  
Gerald Muller, Esq.

**EXHIBIT B**

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE  
ATTACHMENT**

**for**

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING  
PROFESSIONAL SERVICES AGREEMENTS**

**Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:**

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

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

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

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

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

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

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

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

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

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

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any

subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

## **EXHIBIT C**

### **BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS**

**A. Business Registration**

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

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

**B. Sales and Use Tax**

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



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Clerk

**RESOLUTION 18-68**

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**Resolution Authorizing a Professional Services Agreement with BRB Valuation & Consulting Services, Eastampton, New Jersey, to assist the Princeton Tax Assessor and Princeton's Special Counsel for Property Tax Appeals for 2018 for an Amount not to Exceed \$15,000.00**

WHEREAS, Princeton requires the assistance of a real estate appraiser to assist the Tax Assessor and Princeton's Special Counsel in connection with pending real property tax appeals; and

WHEREAS, the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. requires that a Resolution authorizing the award of a Contract for "Professional Services" without competitive bidding must be publically advertised.

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said services in Account 01-201-20-150-282 Tax Assessor - Other Expenses - Specialized Services; and

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

1. The Mayor and Clerk of Princeton are hereby authorized and directed to enter into a Contract with BRB Valuation & Consulting Services, 22 Windham Drive, Eastampton, New Jersey 08060 for a sum not to exceed fifteen thousand (\$15,000) dollars, to assist the Princeton Tax Assessor and Princeton's Special Counsel for real property tax appeals in connection with said tax appeals. The Agreement authorized by this Resolution is on file in the Office of the Princeton Clerk and may be inspected during regular office hours.

2. This Contract is being awarded without competitive bidding as a "Professional Services" Contract under the provisions of the New Jersey Local and Public Contracts Law because a service will be rendered or 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 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

\_\_\_\_\_  
 Kathleen K. Brzezynski, Municipal Clerk

**ATTACHMENTS:**

- PSA BRB Valuation (DOCX)
- BRB Valuation Exhibits (PDF)

**PROFESSIONAL SERVICES  
AGREEMENT**

THIS AGREEMENT, entered into this 12th day of February 2018, by and between **Princeton**, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey 08540, and **BRB Valuation & Consulting Services**, 22 Windham Drive, Eastampton, New Jersey 08060 (hereinafter referred to as "**BRB**");

**WITNESSETH:**

WHEREAS, **Princeton** requires real property appraisal services in connection with pending 2016-2018 real property tax appeals before the New Jersey Tax Court; and

WHEREAS, **Princeton** has adopted a Resolution authorizing a Professional Services Agreement with **BRB** pursuant to the provisions of the New Jersey Local Public Contracts Law pursuant to N.J.S.A. 40A:11-1 et seq.

NOW, THEREFORE, IT IS AGREED by and between **Princeton** and **BRB** as follows:

1. **Princeton** hereby retains **BRB** as its real property tax appraiser to assist the Princeton Tax Assessor and the Township's Special Counsel for real property tax appeals in connection with tax appeals currently involving Princeton before the New Jersey Tax Court.
2. **BRB** agrees to serve as Princeton's real property appraisal expert in this capacity. Said services will be in accordance with the **BRB** proposal for tax years 2017 and thereafter, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof.
3. **BRB** agrees to designate Pamela J. Brodowski, MAI as the principal of the firm who will provide the appraisal services for Princeton in connection with this Agreement.

4. **Princeton** agrees to compensate **BRB** in accordance with the fee schedule set forth on Exhibit "A" attached for a sum not to exceed fifteen thousand (\$15,000) dollars.
5. **BRB's** work shall be coordinated with the **Princeton** Tax Assessor and Princeton's Special Counsel for real property tax appeals.
6. **Princeton** and **BRB** hereby incorporate into this Agreement the mandatory affirmative action/non-discrimination language set forth on **Exhibit "B"**.
7. **BRB** shall submit to Princeton's Chief Financial Officer its New Jersey Business Registration Certificate in accordance with the attached **Exhibit "C"**.
8. **BRB** agrees to comply with the requirements of Princeton's Pay-to-Play Ordinance.

**ATTEST:**

**PRINCETON:**

\_\_\_\_\_  
Kathleen K. Brzezynski, Clerk

\_\_\_\_\_  
Liz Lempert, Mayor

**WITNESS:  
SERVICES**

**BRB VALUATION & CONSULTING**

\_\_\_\_\_  
Pamela J. Brodowski, MAI, Principal

**EXHIBIT A**

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## BRB VALUATION & CONSULTING SERVICES

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22 Windham Drive  
Eastampton, NJ 08060  
(mailing address)

Pamela J. Brodowski, MAI, ASA, CTA

Tel. 609-261-4220  
Fax: 609-261-4244  
Email: [brbaprzrs@aol.com](mailto:brbaprzrs@aol.com)

December 20, 2017

Neal Snyder, CTA  
Tax Assessor - Princeton  
400 Witherspoon Street  
Princeton, New Jersey 08540

Dear Mr. Imbriaco:

BRB Valuation and Consulting Service are pleased to submit our proposal relating to valuation and consulting services for Princeton for the 2018 Tax Year.

The purpose of the appraisals will be to determine the market value of the fee simple interest in the subject properties for ad valorem purposes. Market value is defined for the purpose of this report as follows:

“The most probable price, as of a specific date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeable, and for self-interest, and assuming that neither is under undue duress whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

Source: *The Appraisal of Real Estate*, Fourteenth Edition, published by the Appraisal Institute, pages 58 - 59.

Fee Simple estate is defined as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Source: *The Dictionary of Real Estate Appraisal*, Fifth Edition, published by the Appraisal Institute, page 78.

This definition of value is considered synonymous with 100% of fair market value as defined by the State of New Jersey for ad valorem purposes.

In determining market value, all three traditional approaches to value will be considered. These approaches are the Cost Approach, Sales Comparison Approach, and Income Approach.

The **Cost Approach** is a procedure whereby the depreciated reproduction cost of the improvements is added to the land value for a total estimate of the fair market value of the real property. A reproduction cost new for the improvements is first determined, then total depreciation from physical deterioration and obsolescence from all causes is deducted in order to determine the value of improvements.

The **Sales Comparison Approach** may be defined "as a set of procedures in which an appraiser derives a value indication by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparisons, and making adjustments, to the sale prices of the comparables based upon elements of comparison".<sup>1</sup>

"The reliability of this technique is dependent upon (a) the availability of comparable sales data, (b) the verification of sales data, (c) The degree of comparability of extent of adjustments necessary for time differences, and (d) the absence of nontypical conditions affecting the sales price."<sup>2</sup>

The **Income Capitalization Approach** may be defined as "a set of procedures through which an appraiser derives a value indication for income-producing property by converting anticipated benefits (cashflows and reversions) into property value. This conversion is accomplished in two ways. One

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<sup>1</sup> *The Dictionary of Real Estate Appraisal*, Third Edition, published by the Appraisal Institute, p 318.

<sup>2</sup> Bryl N. Boyce, ed., *Real Estate Appraisal Terminology*, Revised Edition, (Cambridge, Mass. 1981) p. 160.

Neal Snyder, CTA  
December 20, 2017  
Page 3

year's income expectancy can be capitalized at a market derived capitalization rate or a capitalization rate that reflects a specified income pattern, return on investments, and change in the value of the investment. Alternatively, the annual cash flows for the holding period can be discounted at a specific yield rate."<sup>3</sup>

In our determination of value estimate, the greatest emphasis will be placed upon the approaches considered most applicable to the individual property. For example, a gas station is best valued using the Cost and Sales Comparison Approach.

### **SCOPE**

In order to serve the needs of the municipality in the most cost and time efficient manner, we propose to undertake the appraisal in a two-phased approach. The first phase will entail inspection of the property, the gathering of pertinent sales data in order to determine a preliminary value for the subject property. This value will be reported to you in a restricted use appraisal report. At this point, the municipality will be free to use our value indication to settle the matter.

If the municipality decides to proceed to State Tax Court, we will initiate the second phase of our process. In the second phase, BRB will complete a trial ready appraisal report of the subject property, which will fully satisfy the requirements of the New Jersey State Tax Court.

### **REPORT DELIVERY**

Our restricted use and trial ready appraisal reports will be completed in an expeditious manner and will meet the tax court requirements.

### **FEES AND CHARGES**

Our charges for the services outlined herein will be based on the actual time required to complete the engagement in accordance with our prevailing per diem rates, plus expenses for travel, living and miscellaneous items, the latter to include any programming and computer time required.

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<sup>3</sup> *The Dictionary of Real Estate Appraisal*, Third Edition, published by the Appraisal Institute, p. 178.

Neal Snyder, CTA  
December 20, 2017  
Page 4

In accordance with the information provided to us and our experience in similar matters, our fees per property are based upon the type of property, use, and size of the property. Based upon our experience with Princeton and other municipalities of similar size, we suggest an **annual budget of \$15,000.**

It is our practice with ad valorem assignments a to submit bills periodically during the course of the work; such bills are payable as submitted. Any outstanding balances are payable on delivery.

It is further understood that the Princeton will be retaining us, and our fees are not contingent on the levels of valued concluded, the outcome of any litigation, or the consummation of any transaction with respect to this matter.

#### **HOURLY RATES**

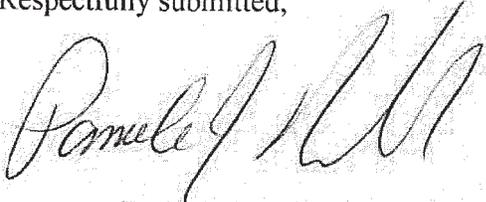
BRB will work closely with the municipality's legal counsel and participate in any subsequent court testimony or related consultation involving our work to the extent authorized by you. Since it is impossible to predict, at this time, the extent of any future participation, no provision has been made for such consultation in the above fee. Our fees and charges for court time, settlement meetings with opposing appraisers and/or attorneys, as well as court preparation will be as follows:

Court Time (per hour plus expenses)	<b>\$135</b>
Settlement Meetings and Court Preparation (per hour plus expenses)	<b>\$125</b>

Neal Snyder, CTA  
December 20, 2017  
Page 5

If this proposal is acceptable to the municipality, please indicate by signing below in the space provided and returning one original copy to our office. BRB appreciates the opportunity to work with you on this important assignment and looks forward to our continued working relationship.

Respectfully submitted,



Pamela J. Brodowski, MAI, ASA, CTA  
Principal

Accepted by: Princeton

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT B

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT GOAL COMPLIANCE  
ATTACHMENT

for

PROCUREMENT AND SERVICE CONTRACTS, INCLUDING  
PROFESSIONAL SERVICES AGREEMENTS

Pursuant to N.J.A.C. 17:27-3.5(a)1 and 4.3(a)1, each vendor (also referred to herein as "contractor") shall submit to the Township (also referred to as "public agency" or "agency"), after notification of award but prior to execution of a goods and services contract with the Township, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302) provided by the Division and distributed to the Township to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit nor shall the Township accept an employee information report unless the contractor certifies and agrees to the following: The contractor, where appropriate, certifies that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

A contractor shall not enter into a binding subcontract with a subcontractor unless the subcontractor has submitted to said contractor one of the three documents listed above.

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

A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause.

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

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

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

E. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with:

- (1) Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2; or
- (2) Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

H. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Township, 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 Township, 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 Township of any prior violation of this section of the contract.

EXHIBIT C

**BUSINESS REGISTRATION & SALES & USE TAX ADDENDUM**

P.L. 2004, c.57 (N.J.S.A. 52:32-44) imposes the following requirements on contractors and subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

**A. Proof of Contractor's Business Registration**

The contractor must provide a copy of its business registration certificate issued by the Department of the Treasury or such other form or verification that the contractor is registered with the Department of the Treasury. Proof of business registration must be submitted no later than at the time of execution of this contract.

**B. Proof of Subcontractors' Business Registration**

The contractor shall not enter into any contract with a subcontractor under this contract unless the subcontractor first provides proof of valid business registration to the contractor. Also, if the contractor subcontracts any of the work:

1. The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Subcontractors through all tiers of the project must provide written notice to their subcontractors to submit proof of business registration, and subcontractors shall collect such proofs of business registration.
2. The contractor shall forward copies of proof of the subcontractors' business registrations to the contracting agency.
3. The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance.
4. Before final payment is made by the contracting agency under this contract, the contractor shall submit to the contracting agency a complete and an accurate list of all subcontractors, along with their proof of business registration (if not previously provided), used in fulfillment of the contract. If no subcontractors were used, the contractor shall attest to same prior to final payment.

A contractor or subcontractor who fails to provide proof of business registration or provides false information of business registration shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each proof of business registration not properly provided under a contract with a contracting agency.

**C. Sales and Use Tax**

For the term of this contract, the contractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and

Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

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

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

04/27/10

Taxpayer Identification# 204-361-299/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

**BRODOWSKI, PAMELA J**

ADDRESS:

**22 WINDHAM DRIVE  
EASTAMPTON NJ 08060**

EFFECTIVE DATE:

**03/06/06**

TRADE NAME:

**BRB VALUATION AND CONSULTING SERVICE**

SEQUENCE NUMBER:

**1218103**

ISSUANCE DATE:

**04/27/10**



Director  
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

(04-001) 0208848V

EXHIBIT D

NEW JERSEY "LOCAL UNIT PAY-TO-PLAY LAW" COMPLIANCE

Political Contribution Disclosure

This Agreement has been awarded to CONTRACTOR/CONSULTANT based on the merits and abilities of CONTRACTOR/CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in *N.J.S.A. 19:44A-20.7*. As such, CONTRACTOR/CONSULTANT hereby certifies that CONTRACTOR/CONSULTANT (including persons and other business entities having an interest in CONTRACT/CONSULTANT as defined by *N.J.S.A. 19:44A-20.7*) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-1 et seq.* (i.e., in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the Township of Princeton when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the Township of Princeton when the Agreement is awarded.



**RESOLUTION 18-69**

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**Resolution Authorizing the Award of Bid for the Purchase of Police Camera and Trailer Equipment to Industrial Video and Control Co., in Amount not to Exceed \$56,423.00**

**WHEREAS**, pursuant to a duly advertised Notice to Bidders, on January 18, 2018, Princeton received and opened two bids for the Purchase of Police Camera and Trailer Equipment (“Contract”) as follows:

1. Best Enterprises, LLC for \$56,069.00;
2. Industrial Video and Control Co. for \$56,423.00; and

**WHEREAS**, Princeton’s bid documents contained detailed specifications for the equipment to be procured under this Contract; and

**WHEREAS**, the apparent low bid submitted by Best Enterprises contains a number of exceptions to the detailed specifications for the equipment and in particular the following:

1. Item 1, Requirement 8 - The specifications for Item 1 required an “outdoor pan-tilt-zoom video camera” with a 30x optical zoom, whereas Best Enterprise offered a 20x optical zoom;
2. Item 1, Requirement 10 - The specifications for Item 1 required that the operating system provide an i7 processor, whereas Best Enterprise offered an i5 processor;
3. Item 2, Requirement 1 - The specifications for Item 2 required a low light covert PTZ (Pan Tilt Zoom) camera, whereas Best Enterprise offered a fixed camera; and

**WHEREAS**, Princeton’s bid documents allow exceptions to the items contained in the detailed specifications as long as they are equal or superior to the item specified; and

**WHEREAS**, the Police Department’s review of Best Enterprise’s bid indicates that the exceptions as set forth in the foregoing bid items do not meet Princeton’s minimum requirements for these items and render Best Enterprise’s bid materially unresponsive; and

**WHEREAS**, the Police Department's review of Industrial Video Equipment's bid indicates that the equipment offered complies in all material respects to Princeton's minimum requirements for same; and

**WHEREAS**, pursuant to the Local Public Contracts Law, an award of this Contract shall be made to the lowest responsible and responsive bidder; and

**WHEREAS**, the Police Department, in consultation with the Princeton Attorney's Office, recommends that the Council reject Best Enterprise's bid as unresponsive, due to the material exceptions taken as set forth above, and award the Contract to Industrial Video and Control as the lowest responsive and responsible bidder; and

**WHEREAS**, the Chief Financial Officer has certified that there are sufficient funds available for this purpose in account #02-213-44-951-301 FBI Department of Justice Asset Forfeiture Grant.

**NOW, THEREFORE, BE IT RESOLVED** by the Princeton Council on this 12<sup>th</sup> day of February 2018 that:

1. The above preamble is incorporated herein as if set forth at length.
2. The Council hereby awards the Contract for "Purchase of Police Camera and Trailer Equipment" to Industrial Video and Control Co. as the lowest responsible and responsive bidder.
3. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Industrial Video and Control Co. for the "Purchase of Police Camera and Trailer Equipment" for the contract amount of \$56,423.00.
4. A copy of this Resolution, and the executed Agreement, shall be placed on file in the office of the Municipal Clerk.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

---

Kathleen K. Brzezynski, Municipal Clerk

**ATTACHMENTS:**

- Memo Cameras (DOCX)
- Police Equipment agreement for execution (DOCX)
- Camera Bid Attach (PDF)



*Municipality of Princeton*

*Witherspoon Hall  
400 Witherspoon Street  
Princeton, NJ 08540*

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***Princeton Police Department***

*Telephone: (609) 921-2100*

***Nicholas K. Sutter***

*Chief of Police*

**MEMORANDUM**

**DATE: February 8, 2018**

**TO: Marc Dashield, Administrator**

**FROM: Nicholas Sutter, Chief of Police**

**RE: Purchase of Cameras**

The Federal Bureau of Investigation has provided the department grant money for the purchase of a mobile camera system. The cameras are to be used for security at large events such as Communiiversity Day, the Half-Marathon etc. The cameras will also be useful for investigative purposes as well as traffic issues.

The grant was unsolicited and brought to our attention through several cooperative efforts with the FBI. As a municipality with a large university and other sensitive infrastructure these opportunities become available to us occasionally. This is a purchase that would otherwise not be budgeted for.

**MUNICIPALITY OF PRINCETON  
PURCHASE AGREEMENT FOR:**

**PURCHASE OF POLICE CAMERA AND TRAILER EQUIPMENT**

THIS AGREEMENT, made the 12th day of February, 2018, 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  
Industrial Video and Control Co., with offices at 330 Nevada Street, Newton, Massachusetts,  
02460 ("CONTRACTOR")

In connection with the CONTRACTOR's bid proposal, dated January 8, 2018 (opened January 18, 2018), and the MUNICIPALITY's Resolution/Notice of award of same, dated February 12, 2018, the MUNICIPALITY and the CONTRACTOR hereby agree as follows:

1. Scope of Work  
The CONTRACTOR hereby agrees to furnish the goods and services specified in the Contract Documents in accordance with the terms of the 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 Contract Documents, 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 FIFTY-SIX THOUSAND FOUR HUNDRED TWENTY-THREE DOLLARS (\$56,423.00).
4. Hold Harmless Agreement  
The CONTRACTOR agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to indemnify, defend and hold harmless the

MUNICIPALITY and its officers, employees, agents and consultants, as required in Paragraph 9 of the Instructions to Bidders.

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:

(Contractor)

\_\_\_\_\_

By: \_\_\_\_\_  
Norman Fast, President



02/23/17

Taxpayer Identification# 223-839-926/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:  
INDUSTRIAL VIDEO & CONTROL, CO.

TRADE NAME:

ADDRESS:  
330 NEVADA STREET  
NEWTON MA 02460  
EFFECTIVE DATE:

SEQUENCE NUMBER:  
2114270

02/23/17

ISSUANCE DATE:  
02/23/17

  
Director  
New Jersey Division of Revenue



**RESOLUTION 18-70**

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**Resolution Authorizing the Award of a Contract to Sustainable Princeton for 2018 to Provide Various Services and Programs to Assist the Municipality to Achieve its Sustainability Goals in an Amount not to Exceed \$30,000.00**

**WHEREAS**, Princeton wishes to retain the services of a qualified organization to provide various services and programs to assist the Municipality achieve its sustainability goals.

**WHEREAS**, Sustainable Princeton, a not for profit organization, offered to provide said services to Princeton and is qualified to render same; 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, Sustainable Princeton has completed and filed with Princeton the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8, Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 and affidavit pursuant section 2-87 of the Princeton Code (collectively, the “Pay-to-Play Forms”); and

**WHEREAS**, the agreement shall be for an amount not to exceed \$30,000.00.; and

**WHEREAS**, the Chief Financial Officer has certified that sufficient funds are available to pay for said services in account# 01-201-21-181-273 Sustainable Princeton - Other Expenses - Other Contractual Services; and

**WHEREAS**, the Local Public Contracts Law, *N.J.S.A.* 40A:11-5(1)(a)(ii) *et seq.*, authorizes Princeton to award this agreement as an extraordinary unspecifiable service 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 the Sustainable Princeton consistent with this Resolution and the above “Whereas” clauses.
2. The agreement is awarded without competitive bidding as an “Extraordinary Unspecifiable Service” in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-5(1)(a)(ii)*, for the reasons set forth in the “Whereas” clauses and in the Administrator’s Certification of Extraordinary Unspecifiable Service, which reasons are incorporated herein as if fully restated.
3. Sustainable Princeton shall be paid a fee by Princeton up to an amount not to exceed \$30,000 and the contract shall be for a term of one year, from January 1, 2018 until December 31, 2018. The term of the agreement may be extended for up to two additional one-year terms, subject to the agreement of both parties and compliance with the applicable provisions of the Local Public Contracts Law.
4. A copy of this Resolution, the Administrator’s Certification of Extraordinary Unspecifiable Service and the agreement shall be placed on file in the Office of the Clerk.
5. A notice of this action shall be published in the official newspaper as required by law.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								

Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

---

Kathleen K. Brzezynski, Municipal Clerk

**ATTACHMENTS:**

- 2018 Muni of Princeton PSA Cover Letter (PDF)
- Sustainable Princeton & Municipality of Princeton PSA 2018 - FINAL (DOCX)
- Exhibit A - 2018 Sustainable Princeton and Municipal Work Plan - FINAL (PDF)
- Exhibit B to Sustainable Princeton and Municipality of Princeton PSA 2018 - FINAL (DOCX)



**Sustainable  
Princeton**

Board of Trustees

Matt Wasserman, *President*

Yamile Slebi, *Vice President*

Brian McDonald, *Treasurer*

Mia Sacks, *Secretary*

Alexandra Bar-Cohen

Chris Coucill

Eve Coulson

Annarie Lyles, PhD

Penny Thomas

Shana Weber, PhD

February 1, 2018

Marc Dashield  
Administrator  
400 Witherspoon Street  
Princeton, NJ 08540

Dear Mr. Dashield,

Enclosed are the documents that comprise the 2018 Professional Services Agreement between Sustainable Princeton, Inc. and the Municipality of Princeton.

- Sustainable Princeton & Municipality of Princeton PSA 2018
- Exhibit A - 2018 Sustainable Princeton and Municipality of Princeton Workplan
- Exhibit B to Sustainable Princeton and Municipal PSA

Sincerely,

**Molly Jones**  
Executive Director

Enclosures  
cc. R. Hough, Director of Infrastructure and Operations

Sustainable Princeton  
One Monument Drive  
Princeton, NJ 08540  
609.454.4757  
[sustainableprinceton.org](http://sustainableprinceton.org)

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement” or “agreement”) entered into this 12<sup>th</sup> day of February 2018 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 Sustainable Princeton, Inc., a 501 (c) (3) charitable organization, One Monument Drive, Princeton, NJ 08540 (hereafter referred to as "CONSULTANT").

### WITNESS

WHEREAS, PRINCETON desires to obtain professional services in connection with achieving the Municipality of Princeton’s sustainability goals; and

WHEREAS, 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: See Exhibit A. 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 January 1st, 2018 and shall terminate on December 31st, 2018, subject to the termination provisions set forth in subsection 2b. below.
  - b. The Agreement may be terminated by either party, by giving six (6) 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 thirty thousand dollars (\$30,000), subject to annual budgetary appropriations.
  - b. PRINCETON agrees to pay CONSULTANT a retainer of twenty thousand dollars (\$20,000) in four (4) installments of five thousand (\$5,000) according to the following schedule: March 31<sup>st</sup>, 2018; June 30<sup>th</sup>, 2018; September 30<sup>th</sup>, 2018; December 31<sup>st</sup>, 2018.
  - c. CONSULTANT shall bill PRINCETON quarterly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior quarter, based on an hourly rate of \$40, not to exceed ten thousand dollars (\$10,000).
  - d. 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. Political Contributions.
  - a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.
  - b. In accordance with section 2-87 of the Princeton Code, CONSULTANT

shall not make or solicit any contribution of money, or pledge of a contribution, including in-kind contributions, or loans, to a municipal campaign committee or fund of any candidate for, or holder of, a public office within PRINCETON having ultimate responsibility for the award of this Agreement, or campaign committee financially supporting such candidate or officeholder, or to any political action committee (PAC) that engages in the support of municipal elections and/or municipal parties, or to any PRINCETON or Mercer County party committee, between the time of first communications between that business entity and PRINCETON regarding this Agreement and the later of the termination of negotiations or the completion of the Agreement.

- c. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if CONSULTANT receives contracts in excess of \$50,000 from public entities in a calendar year. It is CONSULTANT responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or [www.elec.state.nj.us](http://www.elec.state.nj.us).

7. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement.
- 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

\_\_\_\_\_

By: \_\_\_\_\_  
Molly Jones, Executive Director

## Exhibit A

### 2018 Sustainable Princeton and Municipality of Princeton Work Plan

#### Job Name: Electric and Alternative Vehicle Research and Initiatives

#### Summary

The Municipality of Princeton wishes to “green its fleet” by adding or replacing existing vehicles with less polluting vehicles that utilize electric vehicles (EV) and alternative fuel vehicle (AFV) technology.

#### Deliverables:

This Work Plan covers the following activities and deliverables:

Electric and Alternative Vehicle Research and Initiatives	Estimated Hours
Provide the Municipality with up to date information about the best policies, practices and funding opportunities for local governments to green their fleet	75
Work with Dept. of I & O to determine feasibility including costs to operate and maintain EV & AFVs and related equipment	75
Coordinate and submit on behalf of the municipality potential grants and other funding opportunities to purchase, install and maintain EV & AFV vehicles and related equipment	20
Lead effort to educate municipal staff on EV & AFV technology to support the inclusion of EV & AFV vehicles and equipment	10
Provide recommendations and lead efforts to implement workplace EV charging for employees in order to reduce the Municipality’s contribution to the community’s GHG emissions	20
<b>TOTAL</b>	<b>200</b>
<b>COST 200 hrs. @ \$40/hr.</b>	<b>\$8,000</b>

#### Key Assumptions:

- It is assumed that the Department of Infrastructure and Operations will coordinate the any installation of charging equipment with the Municipality’s electrician, i.e. scheduling, payment, approve completion of work
- It is assumed that the Department of Infrastructure and Operations will manage any permitting and inspection required by any projects listed above

## Job Name: Princeton Climate Action Plan (CAP) Development

### Summary

The Municipality of Princeton wishes to develop a Climate Action Plan that includes a set of prioritized actions for the community and the Municipality's operations that will reduce greenhouse gas emissions and prepare Princeton for the projected local impacts of climate change.

### Deliverables:

This Work Plan covers the following activities and deliverables:

Princeton Climate Action Plan Development	Estimated Hours
Organize and oversee Executive and Steering Committee and Task Forces	20
Complete and maintain the Municipality's greenhouse gas inventory	20
Ensure coordination and alignment of CAP development with appropriate staff, Boards, Committees and Commissions	400
Pursue future funding for development and implementation grants for the Climate Action Plan: i.e. Sustainable Jersey, CDP Matchmaker, etc.,	20
Coordinate the Municipal Green Team meeting in order facilitate the Municipality's participation in the Climate Action Plan	20
Coordinate Lunch and Learn events for Municipal staff to engage in actions that will support the Climate Action Plan	20
<b>TOTAL</b>	<b>500</b>
<b>COST 500 hrs. @ \$40/hr.</b>	<b>\$20,000</b>

### Key Assumptions:

- This work plan does not include additional funding secured by Sustainable Princeton to develop the Princeton Climate Action Plan
- It is assumed that the Municipality Department Heads and other Municipal Green Team Members will make themselves available for up to 6 meetings in 2018 in order for Sustainable Princeton to complete its deliverables
- Work to develop the Princeton Climate Action Plan will carry over into 2019 and a 2019 Work Plan will capture the ongoing deliverables that were not completed in 2018

## Job Name: Energy Efficiency Actions for Municipal Facilities

### Summary

The Municipality wishes to audit its facilities to determine if they qualify for state incentives to help pay for equipment upgrades and other energy conservation measures.

### Deliverables:

This Work Plan covers the following activities and deliverables:

<b>Energy Efficiency Actions for Municipal Facilities</b>	<b>Estimated Hours</b>
Facilitate the completion of the energy audits for Municipal Facilities	25
Assist in scheduling, completion and analysis of the energy audits	25
<b>TOTAL</b>	50
<b>COST 50 hrs. @ \$40/hr.</b>	<b>\$2,000</b>

<b>Summary</b>	<b>Est. Hours</b>	<b>Cost</b>
<b>Electric and Alternative Vehicle Research and Initiatives</b>	200	\$8,000
<b>Princeton Climate Action Plan Development</b>	500	\$20,000
<b>Energy Efficiency Actions for Municipal Facilities</b>	50	\$2,000
<b>TOTAL</b>		
<b>COST 50 hrs. @ \$40/hr.</b>	<b>750</b>	<b>\$30,000</b>

Note: this is an estimate and actual hours may differ. It is understood that budget allocated to Sustainable Princeton for 2018 is \$30,000 and if hours expended exceed amount budgeted compensation will be negotiated separately.

**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.



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Affordable Housing

**RESOLUTION 18-71**

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**Resolution Authorizing the Purchase of Affordable Housing Unit and Temporary Rental, 231 Brickhouse Road in the Amount of \$78,483.57**

WHEREAS, as part of its Affordable Housing Program, Princeton has the option of purchasing affordable housing units which are a part of the Princeton Affordable Housing Program when the homeowner is in arrears to continue to make said units available to income-eligible households; and

WHEREAS, in order to prevent foreclosure against the homeowner, the owner of the affordable unit located at 231 Brickhouse Road wishes to sell the unit; and

WHEREAS, the Princeton Housing Board has discussed this purchase and recommends that the Mayor and Council of Princeton purchase the unit located at 231 Brickhouse Road, (Block 9801, Lot 3.231) for the sum of \$ \$78,486.57, in order to continue to make the unit available to income-eligible households; and

WHEREAS, the Princeton Housing Board recommends temporarily renting the unit back to the homeowner for \$258 per month, as she is a struggling lifelong Princeton senior resident who wishes to continue living in the area;

WHEREAS, the Mayor and Council of Princeton wish to follow the recommendation of the Princeton Housing Board and purchase the unit located at 231 Brickhouse Road.

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

1. The Mayor and Council of Princeton authorize the purchase of the affordable housing unit located at 231 Brickhouse Road, in the sum of \$78,486.57.
2. The Mayor and Clerk of Princeton are hereby authorized to execute

any and all documents necessary in order to purchase the affordable housing unit located at 231 Brickhouse Road in order to continue to make said unit available to income-eligible households.

3. A certified true copy of this resolution shall be furnished by the Princeton Clerk to the Princeton Housing Board and Mrs. Maureen Fullaway, the Princeton Affordable Housing Manager, and to Sandra Webb, Princeton CFO, upon its adoption.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

\_\_\_\_\_  
 Kathleen K. Brzezynski, Municipal Clerk

**ATTACHMENTS:**

- 231 BH Memo (DOC)
- 231 BH Resolution to purchase HB (DOC)



## PRINCETON AFFORDABLE HOUSING

Monument Hall  
1 Monument Drive  
Princeton, NJ 08540  
609-688-2029  
Fax: 609-688-2053

mfullaway@princetonnj.gov

### MEMORANDUM

To: Mayor & Council of Princeton  
From: Maureen Fullaway, Affordable Housing Coordinator  
Date: January 16<sup>th</sup>, 2018

Re: **RESOLUTION TO PURCHASE AN AFFORDABLE HOUSING UNIT -  
231 BRICKHOUSE ROAD**

Under the Princeton Affordable Housing Program, affordable homeowners have the option to sell their unit to Princeton if they are in arrears on homeowner association fees, taxes, or their mortgages, in order to continue to keep the unit as part of the inventory of the Princeton Affordable Housing Program and to prevent foreclosure against the affordable homeowner.

Previously, the Princeton Housing Board approved the purchase of the unit located at 231 Brickhouse Road at its meeting on January 9<sup>th</sup>, 2018. The amount of the purchase is \$78,483.57. This will continue to make the unit available to income-eligible households.

The Housing Board has also approved for this unit to be temporarily rented to the current owner for \$258 per month until a very low income unit in Princeton's Affordable Housing Inventory becomes available. The owner can no longer afford to maintain the cost to continuing owning this unit but has been a lifelong resident of Princeton and wishes to continue living in the area.

At this transaction, Princeton will capture its share of appreciation in the amount of \$17,071.29.

We respectfully request that Mayor and Council consider this Resolution at its meeting on February 12<sup>th</sup>, 2018.

Thank you.

Maureen Fullaway  
Affordable Housing Coordinator

Attachments

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

**PRINCETON HOUSING BOARD  
RESOLUTION NO. 2018 -**

WHEREAS, as part of its Affordable Housing Program, Princeton has the option of purchasing affordable housing units which are a part of the Princeton Affordable Housing Program when the homeowner is in arrears to continue to make said units available to income-eligible households; and

WHEREAS, in order to prevent foreclosure against the homeowner, the owner of the affordable unit located at 231 Brickhouse Road wishes to sell the unit; and

WHEREAS, the Princeton Housing Board has discussed this purchase and recommends purchasing the unit located at 231 Brickhouse Road, (Block 9801, Lot 3.231) for the sum of \$78,483.57, in order to continue to make the unit available to income-eligible households; and

WHEREAS, the Princeton Housing Board recommends temporarily renting the unit back to the homeowner for \$258 per month, as she is a struggling lifelong Princeton senior resident who wishes to continue living in the area;

NOW, THEREFORE, BE IT RESOLVED by The Princeton Housing Board as follows:

1. The Princeton Housing Board hereby recommends that the Princeton Mayor and Council approve the purchase of the Affordable unit located at 231 Brickhouse Rd in the amount of \$78,483.57, in order to continue to make said unit available to income-eligible households.
2. This recommendation shall relate to the date of closing, March 22<sup>nd</sup>, 2018.

3. A certified true copy of this resolution shall be furnished by Mrs. Maureen Fullaway, the Princeton Affordable Housing Program Manager, to the Mayor and Council of Princeton, and counsel to Princeton upon its adoption.

CERTIFICATION

I, Maureen Fullaway, the Princeton Affordable Housing Program Manager, hereby certify that the foregoing resolution was adopted by the Princeton Housing Board at its meeting held on the 9<sup>th</sup> day of January, 2018.

A handwritten signature in cursive script that reads "Maureen Fullaway".

Maureen Fullaway  
Princeton Affordable Housing Manager



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Affordable Housing

**RESOLUTION 18-72**

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**Resolution Authorizing Subsidy Payment to Affordable Housing Seller, 228 Brickhouse Road in the Amount of \$28,356.60**

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

WHEREAS, 228 Brickhouse Road, Princeton, New Jersey is a unit which is a part of the Affordable Housing Program; and

WHEREAS, in order to facilitate the resale of this affordable unit, Princeton is called upon to provide a subsidy not to exceed \$28,356.60.

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

1. As recommended by the Princeton Housing Board, in order to facilitate the resale of 228 Brickhouse Road, Princeton has made available the sum of \$28,356.60 as an affordable seller subsidy from the Princeton Affordable Housing Trust Fund.
2. This Resolution shall relate to the date of closing, April 22<sup>nd</sup>, 2018.
3. A certified true copy of this resolution shall be furnished by the Princeton Clerk to the Princeton Housing Board and Mrs. Maureen Fullaway, the Princeton Affordable Housing Manager, upon its adoption.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

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Kathleen K. Brzezynski, Municipal Clerk

**ATTACHMENTS:**

- 228 Brickhouse Rd Memo (DOC)
- 228 BH resolution HB (DOC)



## PRINCETON AFFORDABLE HOUSING

Monument Hall  
1 Monument Drive  
Princeton, NJ 08542  
609-688-2029  
Fax: 609-688-2053  
[mfullaway@princetonnj.gov](mailto:mfullaway@princetonnj.gov)

### MEMORANDUM

To: Mayor & Council of Princeton

From: Maureen Fullaway,  
Affordable Housing Coordinator

Date: January 16<sup>th</sup>, 2018

Re: **SUBSIDY PAYMENT TO AN AFFORDABLE HOUSING SELLER – 228 BRICKHOUSE ROAD**

The Princeton Housing Board, at its meeting on January 9<sup>th</sup>, 2018, approved a subsidy payment for \$28,356.60 to an affordable housing seller. At this transaction, Princeton will capture its share of appreciation in the amount of \$14,429.80, for a net loss of \$13,926.80.

Subsidies are required if the new purchase price is less than the resale price, in order for the affordable seller to receive the resale price, plus any appreciation based upon the increase in the regional income median guidelines from the date of purchase to the date of sale. Funds for this subsidy are available in the Princeton Affordable Housing Trust Fund.

We respectfully request that the Mayor and Council consider this Resolution at its next meeting on February 12<sup>th</sup>, 2018.

Thank you.

Maureen Fullaway  
Affordable Housing Coordinator

Attachments

CC: Marc Dashfield, Administrator  
Sandra Webb, CFO  
Ed Schmierer, Esquire

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

**RESOLUTION**

WHEREAS, the Princeton Housing Board assists with the administration of Princeton Affordable Housing Program; and

WHEREAS, 228 Brickhouse Road, Princeton, New Jersey is a unit which is a part of the Affordable Housing program; and

WHEREAS, this unit is to be sold on or about April 22<sup>nd</sup>, 2018. The resale price is more than the new purchase price due to the allocation of 28% of the buyer's income towards shelter expenses in accordance with New Jersey's affordable housing rules and regulations. As a result, Princeton is required to provide a subsidy to the affordable housing seller so that the seller will receive, pursuant to the provisions of the Princeton Affordable Housing Program, the sales price based upon the increase in median income; and

WHEREAS, this subsidy totals \$28,356.60; and

WHEREAS, The Princeton Housing Board, through its Affordable Housing Coordinator, is satisfied that this subsidy is in order and recommends that these funds be made available by the Municipality of Princeton;

NOW, THEREFORE, BE IT RESOLVED by The Princeton Housing Board as follows:

1. The Princeton Housing Board hereby recommends that the Princeton Mayor and Council provide an affordable subsidy from the Princeton Affordable Housing Trust Fund in an amount not to exceed \$28,356.60

in order to facilitate the resale of 228 Brickhouse Road, Princeton, New Jersey to an income eligible purchaser.

2. This recommendation shall relate to the date of closing, April 22<sup>nd</sup>, 2018.
3. A certified true copy of this resolution shall be furnished by Mrs. Maureen Fullaway, the Princeton Affordable Program Manager to the Mayor and Council of Princeton, and counsel to Princeton upon its adoption.

#### CERTIFICATION

I, Maureen Fullaway, the Princeton Affordable Program Manager, hereby certify that the foregoing resolution was adopted by the Princeton Housing Board at its meeting held on the 9<sup>th</sup> day of January, 2018.

A handwritten signature in cursive script that reads "Maureen Fullaway". The signature is written in black ink on a white background.

Maureen Fullaway  
Princeton Affordable Housing Manager



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**RESOLUTION 18-73**

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**Resolution in Opposition to the Proposed New Jersey Department of Agriculture Beekeeping Regulations**

**Whereas**, the state insect of the Garden State of New Jersey is the honey bee (*apis mellifera*); and

**Whereas**, it is scientifically well established that honey bees are of significant benefit to mankind, and to the Garden State of New Jersey in particular, by providing plant pollination, recreation for the beekeeper, honey, wax, and other beneficial hive products; and

**Whereas**, the Garden State of New Jersey is among the leading states in agricultural products dependent on beekeeping throughout the United States, *i.e.*, second in blueberry production and third in cranberry production; and the Garden State of New Jersey imports over 15,000 honeybee colonies annually for crop pollination; and

**Whereas**, the Garden State of New Jersey is also the home of many gardeners who, just like commercial farmers, depend upon insect pollination for fruitful orchards and home gardens; and

**Whereas**, domestic strains of honey bees have been selectively bred for desirable traits, including gentleness, honey production, tendency not to swarm and non-aggressive behavior, which are all characteristics desirable for fostering and maintaining honey bee colonies within all populated areas; and

**Whereas**, gentle strains of honey bees can be maintained within populated areas in reasonable densities without creating a detriment to public health and safety, provided that the bees are properly located, housed, managed and maintained; and

**Whereas**, many State of New Jersey residents desire to provide sustainability and value for the Garden State of New Jersey's home gardeners, farms, and all homeowners with a variety of locally grown vegetables and fruits for the Garden State of New Jersey residents; and

**Whereas**, the honey bee assists the agricultural community to increase productivity and through sustained productivity maintain an environment that promotes agricultural land use as opposed to development; and

**Whereas**, the New Jersey Department of Agriculture has published new beekeeping regulations in the New Jersey Register which are now open to public comment, which must be submitted by January 12, 2018: and

**Whereas**, these new regulations include a section on Apiary Standards which states that bee colony density will be regulated as follows: on a residential lot of less than one-quarter acre where agriculture has not otherwise been determined as permitted new (not already in existence) hives are not permitted; on a residential lot of less than one-quarter acre where hives are in existence as of July 31, 2015, the hobbyist beekeeper must seek a formal waiver in order to continue to keep bees; on a residential lot of one-quarter acre to less than five acres, a person wishing to keep bees as a hobbyist must seek a formal waiver in order to continue to keep two hives per lot; and

**Whereas**, these new regulations include a section on Apiary Standards which states that bee colony density will be regulated as follows: on a residential lot of less than one-quarter acre where agriculture has been determined as permitted, new (not already in existence) hives are not permitted; on a residential lot of less than one-quarter acre, where agriculture has been determined as permitted where hives are in existence as of July 31, 2015, the hobbyist beekeeper must seek a formal waiver; on a residential lot of one-quarter to less than five acres, where agriculture has been determined as permitted, a person wishing to keep bees as a hobbyist may keep two new hives; on a residential lot of one-quarter to less than five acres, where agriculture has been determined as permitted where hives are in existence as of July 31, 2015, a person wishing to keep bees as a hobbyist must seek a formal waiver in order to keep more than two hives; and

**Whereas**, these new regulations include a section on Location of Hives, which requires that all hives must be located at least 10 feet from any property line and at least 25 feet from any roadside, sidewalk, or path and 85 feet from any public place including playgrounds, sports fields, schools, parks or churches, unless permission is granted for educational or research purposes, as well as establishing a Flyway Barrier at least six feet in height consisting of a solid wall, fence, or dense vegetation parallel to the property line and extending 10 feet beyond the colony in each direction; and

**Whereas**, The Chapters of the New Jersey Beekeepers Association, in furtherance of their mission of educating and mentoring schoolchildren, Boy Scouts, Cub Scouts, Brownies, Eagle Scouts, 4H Clubs and the like, have been keeping bees at various public parks, greenacres, schools, churches and the like, for decades without one complaint or report of stinging, and the existence of such hives would in most cases be in violation of the proposed regulations; and

**Whereas**, there are at least 12 beekeepers in Princeton all of whom would be negatively impacted by the Apiary Standards relating to hive density and Location of Hives.

NOW, THEREFORE, BE IT RESOLVED that Princeton New Jersey wishes to go on record with the New Jersey Department of Agriculture (NJDA) that it is opposed to

the proposed beekeeping regulations which would have a detrimental effect on beekeeping in Princeton as well as throughout Mercer County, and the State of New Jersey, and urges the New Jersey State League of Municipalities to work towards creating legislation with straightforward regulations based upon facts, science, and best management practices, which, in the aggregate, will protect both beekeepers and non-beekeepers within the State of New Jersey; and

BE IT FURTHER RESOLVED that copies of this resolution be sent to: (i) the New Jersey State League of Municipalities, (ii) the New Jersey Beekeepers Association, (iii) the Northwest New Jersey Beekeepers Association, and (iv) all Mercer County municipalities, urging them to oppose the adoption of the new beekeeping regulations as proposed by the New Jersey Department of Agriculture (NJDA).

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

\_\_\_\_\_  
 Kathleen K. Brzezynski, Municipal Clerk

**ATTACHMENTS:**

- Summary Opposition Statement Proposed NJDA Beekeeping Regs Waldman 12262017 (DOCX)
- Opposition Cover Letter NJDA Beekeeping Regs for Hopewell Borough Council JDWaldman 121917\_ (DOCX)
- Beekeeping Resolutions (DOC)

## Summary Statement in Response to the Proposed Regulations

### General Problems

These proposed regulations are flawed in several obviously disqualifying ways. While I point these out in my line-by-line commentary, it will be useful to summarize them here. From a global, big-picture perspective, the problems are threefold:

***First, the regulations violate the spirit of P.L. 2015, c. 76, N.J.S.A. 4:6-24.*** In part, this law was enacted to relieve beekeepers from the burden of onerous local regulation, *viz.*, to “prohibit ... any municipality from regulating the breeding or keeping of honey bees and any related activities, including the use of honey bees for pollination, reproduction and sale of honey bees, or the production of honey and other apiary products from honey bees.” In other words, the law was passed to ***prevent municipalities from prohibiting or stifling the practice of apiculture.*** And yet the proposed regulations would do just that, for, as drafted, they would render beekeeping illegal throughout broad swathes of the State. (More on this below.) In short, the New Jersey Department of Agriculture (NJDA) has ignored the intent of the legislation that directed it to produce these regulations.

***Second, the NJDA has failed, rather obviously, to perform its due diligence.*** The NJDA does not cite one shred of scientific evidence for any of its claims or determinations or findings of fact. In its reasoning, the NJDA proposes to take issues such as the following into account:

... the potential danger from allergies to bees, anecdotal experience and observation of more frequent bee stings around pools, notice to neighbors of beekeeping in a neighborhood and past problems from having too many hives in too small an area and/or too close to a neighbor property line, insufficient water supply, poor management by working bees at night, and inattention to hive size increasing the possibility of swarming. (49 N.J.R. 3566)

While it is, naturally, reasonable to take such issues into account, it is not reasonable—indeed, it is downright prejudicial and irrational—to contemplate these matters in a vacuum, without the benefit of any scientific research whatsoever. For instance, are there in fact, as posited, higher rates of bee stings/allergenic events in neighborhoods with apiaries? Does population density actually matter in this context? Are there in fact more bee stings in the vicinity of swimming pools? If so, is this because bees are attracted to pools or because scantily clad people congregate around pools? These are empirical questions, and they are ***impossible to answer responsibly*** without first consulting and/or commissioning scientific research. While the NJDA claims to have consulted with various civic and community organizations in its deliberations, it conspicuously does not claim to have consulted with any experts or scientists—not one commercial beekeeper, professor of agriculture, apiculture, epidemiologist, or entomologist, or, for that matter, its own State Apiculturist. We are not bereft of such experts in New Jersey.

While the proposed regulations amount to a harsh crackdown on, or more succinctly, an evisceration of NJ's beekeeping community, the NJDA has not demonstrated any objective reason for this explosion of red tape.

***Third, the proposed regulations are discriminatory.*** Beekeeping is an activity open to all; one does not need to own vast tracts of land in order to keep bees safely and responsibly. (Rooftop beekeeping, for example, in nearby Manhattan and Brooklyn, both extremely high-density municipalities, is alive and well, as well as safe to the public and legal.) While the NJDA concedes as much in its literature—“[i]t is possible to keep honey bees in crowded suburban areas, on tiny city lots or on rooftops in large or small cities without problems”—proposed paragraphs a(i)-(vii) make beekeeping in these circumstances all but impossible. (cf. 49 N.J.R. 3571). This is intolerable. If a consequence of these regulations is that apiculture is open only to the rich, then something has gone seriously wrong. Given that it is indeed possible to keep honeybees in crowded suburban areas/tiny city lots/rooftops/small cities “without problems,” ordinary folks living in these circumstances ***should not*** have to jump through oppressive regulatory hoops in order to pursue the pastime in the more spacious State of NJ. Put it like this: Without pressing further, evidence based reasoning dictates that the State should not limit any practice—including beekeeping—to those with the means to purchase large tracts of land in sparsely populated areas. Since the NJDA has not even come close to furnishing such a rationale, the proposed regulations are untenable. (In legal terms, this proposal is both “arbitrary, capricious and without merit.”)

### **Specific Problems**

If these big-picture problems are not egregious enough, the proposed regulations raise a host of more specific concerns, e.g.:

- All of the beekeeping and honeybee definitions are idiosyncratic; they do not correspond to the conventional, scientific definitions. Most of NJDA's definitions are incorrect and some simply do not make sense.
- *Apis mellifera*, is the most scientifically studied insect in the world. Why use “Anecdotal experience” when there is plenty of scientifically proven information available? Does the NJDA think anecdotal experience is more reliable than science? (And by the way, *Apis mellifera*, the honeybee, is the official insect of the State of New Jersey.)
- The NJDA's Best Management Practices for Beekeepers in Populated Areas, which was successfully used as the standard throughout the state, is not referenced and the proposed guidelines do not map onto it at all.
- The arbitrary nature of the proposed regulations are evident when the same extreme restrictions are to be imposed on the number of hives that can be kept on properties regardless of their size from .25 of an acre to 4.99 acres. If the NJDA is using population

density to regulate hive density, then does the NJDA think NJ's population density is the same in municipalities with .25 sized lots and municipalities with 4.99 sized lots?

- The NJDA claims to be using population density as the measure for these regulations, but even by using their own logic, the regulations prove to be arbitrary.
  - Same harsh restrictions for .25 - 4.99 acre lots.
  - If get a beekeeper manages to obtain a statutory waiver, he/she can have significantly more hives on a lot.
  - The bizarre definitions and “differences” between hobbyist and “non-conforming commercial beekeepers.”
  
- The consequence of one small group of neighbors prevailing in one municipality, in their dispute with one bad-acting beekeeper, would disproportionately give control of these regulations to all municipalities Statewide.
  - These regulations could have been written so that any bad beekeeper could be banned from keeping bees, but instead, as drafted, all beekeepers throughout the state are being punished for the behavior of one bad acting individual.
  
  - The NJDA is using neighbors' opinions as the basis of the regulations, not bee biology and scientifically proven facts. They have turned these regulations into a popularity contest with one's neighbors.
  
- These regulations have a severely negative socio-economic impact on most of NJ's municipalities. The NJ State Assembly itself acknowledges the economic “benefits that native pollinator species provide to New Jersey, whether agricultural, environmental, recreational, or economic, have been documented through extensive research at Rutgers, the State University, and other institutions of higher learning” (AR216, 2016-17). Why take contrary legislative measures that would reduce the populations of our most important pollinator, the NJ State insect, the honeybee?
  
- Beekeepers are being held to a different standard/stricter set of rules from other groups in NJ that keep animals.

## **Opposition To NJ Dept. of Agriculture's Proposed Beekeeping Regulations**

J. David Waldman, 75 E. Prospect St., Hopewell Borough NJ 08525

Rojo's Roastery, 33 Palmer Square West, Princeton NJ 08542

My family and I have been residents of the Borough of Hopewell for over 33 years, and we pay property taxes in Princeton for our business Rojo's Roastery located in Princeton at 33 Palmer Square West. I am a hobbyist beekeeper and have been keeping bees in the backyard of our Hopewell property for approximately 4 years. I have been keeping bees in compliance with the "Best Practices" document promulgated by the NJDA. My hives are duly registered with the State of New Jersey (through the State Apiculturist, employed by the NJDA). (A "Hobbyist" beekeeper typically has 1-10 hives located on one single property; a "Sideliner" beekeeper typically has from 10-100 hives, typically located on one or more properties; and a "Commercial" beekeeper typically has from 100-1000 or more hives located on several rural properties.)

I am commenting as a hobbyist (backyard) beekeeper and as current Second Vice President of the Executive Board of Directors of the Northwest NJ Beekeepers Association (NWNJBA), in opposition to the proposed NJDA beekeeping amendments and regulations. NWNJBA is one of the ten (10) branches of the New Jersey Beekeepers Association (NJBA). Our organization consists of 150 member beekeepers (hobbyist, sideliner and commercial) predominately from Hunterdon and Warren counties. Statewide the NJBA has a membership base of over 1500 Members; statewide there are over 2000 duly registered beekeepers. We estimate that there are conservatively approximately two unregistered and/or non-member beekeepers for every member and/or registered beekeeper. Our records indicate that there are at least 12 NJBA member beekeepers in Princeton, and we further estimate that more than twenty (20) beekeepers in Princeton (both registered and unregistered) would be adversely affected by this NJDA Amendment.

I am writing to make you aware of the NJDA's proposed beekeeping regulations that would severely restrict beekeeping throughout the State and consequently in Princeton (as well as throughout Mercer County). Briefly, the amendments and proposed new rules severely restrict

beekeeping in urban and suburban areas throughout the State of New Jersey; they are counter to the intent and spirit of the law. The intent was to prevent municipalities from adopting restrictions or exclusions to beekeeping.

I am asking the Mayor and Council to formally, by resolution, oppose the proposed beekeeping regulations and to inform the League of Municipalities of Princeton's formal opposition to these rules. I am hereby requesting that you include me in the Agenda for the next Council meeting to present and discuss this important matter. The public comment period for this proposal ends on 18 January 2018; I would appreciate your scheduling me at the earliest possible meeting for the New Year.

In short, the NJDA has ignored the intent of the law that directed it to produce these regulations. These rules will severely restrict beekeeping in both urban and rural areas of the State and impose onerous requirements on beekeepers that are not supported by sound science and facts. As an unfortunate predicate for these newly promulgated amendments and regulations, a small group of citizens from one municipality recently has been allowed to apply undue influence in the rule making process based upon their experience with one bad beekeeper in that municipality. Why were the citizens of Bridgewater Township not given the same opportunity to speak to all the positive experiences they have had from having good beekeeping neighbors?

Contrary to the words of the proposal's Preamble, these rules were drafted without consulting adequately with the NJBA and without utilizing the beekeeping expertise that exists within the NJDA (e.g., the State Apiarist).

For years, the NJDA has promulgated and published "Guidelines for Keeping Bees in Populated Areas". These guidelines were developed by the State Apiarist (an employee of the NJDA) and for many years have been used successfully to resolve conflicts between beekeepers and their neighbors. The new beekeeping rules are a solution looking for a problem. (Coincidental with the release of the proposed regulations the State mysteriously withdrew their above-referenced "Best Practices" document from the internet where it had been posted since at least 2012.) They seek to "solve" a problem that does not exist. Current best beekeeping practices and nuisance laws are

adequate to address problems that arise between beekeepers and their neighbors and the draconian measures proposed are unnecessary and unenforceable.

The proposed amendments and new rules are completely counter to the spirit and intent of the law. At a time that most urban cities and states are encouraging hobby beekeeping, the NJDA has proposed standards that will effectively reduce both the number of beekeepers and hives in the State and burden beekeepers with unnecessary and unduly restrictive regulations, not based upon any scientific foundation.

According to the NJDA's own website, "[w]ithout a healthy honey bee population, successful fruit and vegetable production would be at risk. New Jersey's 20,000 bee colonies, valued at \$350 per colony, represent a \$7 million honey bee industry for the state and contribute to successful production of nearly \$200 million worth of fruits and vegetables annually." It is a well established scientific fact that one of three bites of food is pollinated by honeybees.

The NJDA is required to consult with various organizations when promulgating these regulations, including the NJ Beekeepers Association NJBA (the local Chapter organization of which I am a Board Member) as well as the Mid-Atlantic Apiculture Research and Extension Consortium (MAAREC). Both beekeeping organizations were ignored and none of their input was considered during the rulemaking process. The NJDA failed to perform its due diligence. It does ***not*** cite one shred of scientific evidence for any of its claims or determinations. It states that they have relied on anecdotal experience for developing these regulations.

Honeybees are the most scientifically studied insect in the world. Why use "anecdotal experience" when there is plenty of scientifically proven information available? Does the NJDA think that anecdotal experience is more reliable than science?

Additionally, the NJDA did ***not*** consult with any experts or scientists - ***not*** one commercial beekeeper, professor of Agriculture, Apiculture, or entomologist. Their beekeeping and honeybee definitions do not correspond to well established conventional, scientific definitions, and most of their definitions are incorrect and some simply do not make any sense. (I understand that the NJDA did not consult with or seek recommendations from its own USDA State Apiarist.)

The proposed regulations amount to a harsh crackdown on NJ's beekeeping community, and the NJDA has not demonstrated any objective reason for this explosion of red tape. The Regulations are discriminatory. Beekeeping is an activity that is open to all and one does not have to own vast tracts of land in order to keep bees.

Beekeeping is legal throughout Manhattan (NYC), Brooklyn and Chicago, large urban municipalities which are significantly more densely populated than anywhere in the State of New Jersey.

Given that it is indeed possible to safely keep bees in urban areas such as Manhattan, Brooklyn and Chicago, cities and rooftops without any problems, people should not have to jump through oppressive regulatory hoops to keep bees in the more spacious Garden State of New Jersey, a State whose state insect of record is the honeybee!

The NJDA has not furnished any reasons for these restrictions.

On behalf of the Northwest NJ Beekeepers Association, I am asking the Mayor and Council for their support in opposing these proposed regulations. In addition to passing the requested resolution, please also inform the League of Municipalities of Princeton's opposition to the proposed beekeeping rules.

I am happy to discuss specific requirements of the new beekeeping rules and answer any questions that you might have.

Thank you.

Sincerely,

J. David Waldman,

Current Second Vice President NWNJBA (Northwest NJ Beekeepers Association)

ENCLOSED:

- 1) Proposed Draft Princeton Resolution; and
- 2) Summary Statement In Response To the Proposed Regulations

## Beekeeping Resolutions

### Passed:

Ridgewood  
Bergenfield  
Dumont  
Rutherford  
Harrington Park  
Ringwood  
Readington  
Hopewell

### Considering:

Bridgewater  
Princeton  
Lambertville  
Lebanon  
East Amwell  
Oradell  
Hillsborough  
Branchburg  
Egg Harbor



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Clerk

**RESOLUTION 18-74**

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**Resolution Authorizing the Payment of Bills and Claims**

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

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

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

\_\_\_\_\_  
Kathleen K. Brzezynski, Municipal Clerk

**ATTACHMENTS:**

- Bills and Claims(PDF)

## List of Bills - Clearing Claims

Meeting Date: 02/12/2018 For bills from 01/23/2018 to 02/08/2018

Vendor	Description	Payment	Check Total
3610 - 478 EWING STREET, LLC.	PO 27122 RELEASE OF CERTIFICATE OF OCCUPANCY	5,000.00	5,000.00
97 - AARON & COMPANY	PO 26832 BLANKET / SUPPLIES & MATERIALS	1,107.42	1,107.42
3352 - ABDUL-KARIM, SHAHID	PO 26953 2017 MEDICAL REIMBURSEMENT	511.80	511.80
569 - ABLE MECHANICAL INC.	PO 23880 BLANKET / BUILDING REPAIR & MAINTEN	283.04	
	PO 26833 BLANKET / BUILDING REPAIR & MAINENA	726.64	1,009.68
2293 - AIR SYSTEMS MAINTENANCE	PO 23883 BLANKET / BUILDINGS REPAIRS & MAINT	1,200.00	1,200.00
2242 - ALL SECURE LOCK & SAFE CO	PO 26298 RESOLUTION # 2017-330	29,005.00	
	PO 26896 MONUMENT HALL DOWNSTAIRS DOOR	1,606.00	
	PO 26897 SPRING STREET SUPPLY AND INSTALL EL	1,000.00	31,611.00
2365 - ALLIE, ROBERT	PO 26956 2017 MEDICAL REIMBURSEMENT	446.00	446.00
34 - ALLSTATE OFFICE INTERIORS, INC	PO 26142 NEW CARPET INSTALLATION AT IT/RECRE	28,240.09	28,240.09
35 - ALVARADO, ROGELIO	PO 27060 2018 SHOE REIMBURSEMENT	250.00	
	PO 27101 CELL PHONE OCTOBER NOVEMBER DECEMBE	60.00	310.00
2171 - ANJEC	PO 27007 PRINCETON ENVIRONMENTAL COMMISSION	350.00	350.00
40 - ARANA, HOLLY	PO 26960 2017 MEDICAL REIMBURSEMENT	53.00	53.00
57 - AT&T	PO 23804 BLANKET - TELEPHONE EXPENSE	35.49	
	PO 26587 REF# 6096881002 - #6096886825 - #60	356.88	
	PO 27303 JAN 2018	310.86	703.23
3451 - ATLANTIC DIAGNOSTIC LABORATORIES LL	PO 25574 LAB SCREENS	826.00	826.00
2356 - ATON COMPUTING, INC.	PO 26162 BLANKET/ SERVICES	4,082.00	4,082.00
58 - AUTOMATIC COMMUNICATIONS	PO 26299 RESOLUTION # 2017-330	28,200.00	28,200.00
3608 - B & T PRINCETON LLC	PO 27112 REFUND TINA CHEN/361 NASSAU ST/B &	500.00	500.00
2947 - BAER, AMANDA	PO 27038 2018 SHOE REIMBURSEMENT	125.00	125.00
2946 - BAER, WAYNE	PO 27041 2018 SHOE REIMBURSEMENT	125.00	125.00
2453 - BAILEY'S TEST STRIPS & THERMOMETERS	PO 27028 #8769 TEMPERATURE ADHESIVE LABELS	126.00	126.00
664 - BALDINO, SALVATORE	PO 27119 REIMBURSEMENT FOR 2017 CELL PHONE	240.00	240.00
3168 - BARRETT, JOE	PO 27092 2018 SHOE REIMBURSEMENT	250.00	250.00
63 - BISH SALES & SERVICE	PO 26859 BLANKET / EQUIPMENT & MACHINERY PAR	416.00	416.00
268 - BISHARA, CORY	PO 27052 2018 SHOE REIMBURSEMENT	250.00	250.00
463 - BRITTON INDUSTRIES, INC.	PO 23849 BLANKET / ROAD REPAIRS & MAINTENANC	42.15	
	PO 26835 BLANKET / ROAD MAINTENANCE	187.35	229.50
1959 - BROADVIEW NETWORKS	PO 26680 #609688AAAJ 11/23/17 - 12/23/17	1,655.45	
	PO 27339 ACCT#609-688-AAAJ 12/24/17 - 1/2	1,533.68	3,189.13
2382 - BROOKES, MARGARET	PO 27117 REIMBURSEMENT FOR 2017 CELL PHONE	240.00	240.00
2522 - BUCKLEY, RYAN	PO 27115 REIMBURSEMENT FOR 2017 CELL PHONE	240.00	240.00
83 - BUCKS COUNTY INTERNATIONAL INC	PO 23896 BLANKET\ TRUCK PARTS	2,359.52	
	PO 24662 ALTEC INDUSTRIES, INC. MODEL LR-7-6	1,156.00	
	PO 26784 BLANKET/ PARTS	3,000.94	6,516.46
16 - BUSINESS BISTRO INC.	PO 26810 BLANKET - FOOD	4,454.00	
	PO 26836 BLANKET / FOOD & DRUGS /	171.85	
	PO 26982 BLANKET /FOOD	104.50	4,730.35
1945 - C&M AUTOMOTIVE WAREHOUSE	PO 26786 BLANKET/PARTS	343.44	343.44
53 - CAMMPS	PO 26837 BLANKET / HARDWARE & MINOR TOOLS /	59.47	59.47
1938 - CAMPBELL FOUNDRY CO.	PO 25463 BLANKET / MATERIAL FOR SANITARY SEW	4,249.50	4,249.50
1047 - CANON SOLUTIONS AMERICA, INC.	PO 27143 MAINTENANCE OF THE OCE COPIER FOR 1	750.16	750.16
1710 - CAPITOL FIRE PROTECTION CO	PO 27000 BLANKET / REPAIR & MAINTENANCE / LD	875.00	875.00
1693 - CASOLE, FRANK	PO 27055 2018 SHOE REIMBURSEMENT	250.00	250.00
43 - CASS, ROBERTA	PO 26780 2017 EYEGLASS REIMBURSEMENT, 12/29/	150.00	150.00
1920 - CAVANAUGH'S INC.	PO 24023 BLANKET / MAINTENANCE	795.00	795.00
93 - CDW GOVERNMENT, INC.	PO 26439 DELL CTO 5820 FOR POLICE	4,496.00	
	PO 27146 ELO 50W POWER SUPPLY	30.00	
	PO 27147 LOGITECH K350 WIRELESS KEYBOARD FOR	48.00	4,574.00
96 - CENTRAL JERSEY WASTE & RECYCLING, I	PO 23851 BLANKET / TRASH - RESOLUTION 2015-2	52,547.89	
	PO 27186 WASTE REMOVAL FROM RIVER ROAD DUMPS	895.00	53,442.89
99 - CHURCHWELL, LARRY	PO 27063 2018 SHOE REIMBURSEMENT	250.00	250.00
1994 - CIT-E-NET LLC	PO 26964 ANNUAL SUBSCRIPTION FOR ONLINE TAX	1,750.00	1,750.00
3481 - CNS CLEANING CO.	PO 25448 RESOLUTION # 2017-211	6,950.00	6,950.00
1732 - COMCAST BUSINESS	PO 23748 BLANKET / SERVICES	2,450.00	
	PO 27290 BLANKET/SERVICES	2,450.00	4,900.00
263 - COMCAST CORPORATION	PO 26736 ACC# 0093564 / 0092962 / 0050723 /	160.77	
	PO 27374 JANUARY 2018	187.18	347.95
106 - COMMUNICATIONS SPECIALISTS INC.	PO 26949 BLANKET/RADIO MAINTENANCE	289.00	
	PO 26949 BLANKET/RADIO MAINTENANCE	220.00	509.00
1879 - COMMUNITY GRANTS, PLANNING & HOUSIN	PO 24786 RESOLUTION # 2017-122	410.60	410.60

## List of Bills - Clearing Claims

Meeting Date: 02/12/2018 For bills from 01/23/2018 to 02/08/2018

Vendor	Description	Payment	Check Total
109 - CONTINENTAL FIRE & SAFETY	PO 26816 BLANKET - EQUIPMENT	187.00	
	PO 26942 BLANKET/ REPAIR	553.00	740.00
111 - CORP. HEALTH SERV PRINCETON HEALTH	PO 24861 BLANKET - PROFESSIONAL SERVICES	100.00	100.00
117 - CRESTON, INC.	PO 26791 BLANKET/SUPPLYS	1,377.21	1,377.21
2717 - CRIBB, DASHAWN	PO 26951 2017 TUITION REIMBURSEMENT - MAXIMU	1,643.00	1,643.00
2102 - CRJ CONTRACTING CORP.	PO 27376 Reimbursement for Invoice 73 - dupl	9,015.00	9,015.00
1601 - CUMBERBATCH, GEORGE	PO 27043 2018 SHOE REIMBURSEMENT	250.00	250.00
1854 - CUOMO, ANTHONY	PO 27298 3RD / 4TH MED GAP	2,998.64	2,998.64
1849 - CUSTOM BANDAG, INC.	PO 23901 BLANKET TIRES	677.78	677.78
1453 - DANIEL DOBROMILSKY & ASSOCIATES	PO 27287 PROFESSIONAL LANDSCAPE SERVICES	280.00	280.00
1838 - DCRP	PO 27158 December 2017 for Plan #316149 Subp	331.33	331.33
1838 - DCRP	PO 27325 January 2018 for plan #316149/ subp	296.71	296.71
121 - DECKER, MICHAEL	PO 27085 2018 SHOE REIMBURSEMENT	250.00	250.00
2198 - DECKER, RACHEL	PO 27073 2018 SHOE REIMBURSEMENT	250.00	250.00
2961 - DECOTIIS, FITZPATRICK & COLE LLC	PO 18089 RESOLUTION # 2015-33	64.74	64.74
3616 - DELANY, MARY LOU	PO 27327 REIMBURSEMENT FOR DAMAGE AND REMOVA	500.00	500.00
777 - DELL MARKETING L.P.	PO 26658 MICROSOFT EXCHANGE ONLINE PLAN 1 YE	36,565.58	36,565.58
3606 - DENNIS MOREEN	PO 27095 2018 SHOE REIMBURSEMENT	250.00	250.00
331 - DEPT OF TREASURY DIVISION OF REVENUE	PO 26991 SSG ANNUAL SITE REMEDIATION FEE NJE	890.00	890.00
3605 - DEREK FERRARA	PO 27094 2018 SHOE REIMBURSEMENT	250.00	250.00
741 - DIANE LASZCZYK	PO 27231 2018 EYEGLASS REIMBURSEMENT, 1/27/2	150.00	150.00
2248 - DILAPO, RONALD	PO 27116 REIMBURSEMENT FOR 2017 CELL PHONE	240.00	240.00
1830 - DITSCHMAN-FLEMINGTON FORD	PO 26794 BLANKET/PARTS	22.49	
	PO 26794 BLANKET/PARTS	1,505.77	
	PO 26794 BLANKET/PARTS	9.57	1,537.83
1826 - DOBO, STEPHEN	PO 27082 2018 SHOE REIMBURSEMENT	250.00	250.00
19 - DYE, CECILIA	PO 26940 NOTARY RENEWAL	45.00	45.00
1806 - EMANN, MARK V.	PO 27295 RETIREE MED REM 2017	953.16	953.16
1804 - ENVIRONMENTAL MANAGEMENT ASSOC	PO 26073 RESOLUTION # 2017-306	12,680.00	12,680.00
1250 - FBI - LEEDA	PO 26864 REGISTRATION FOR SLI - RUMSON, NJ,	650.00	650.00
1796 - FBINNA, MEMBER SERVICES	PO 26963 CHIEF NICHOLAS SUTTER ID #: 36565	220.00	220.00
1858 - FEDERICO, DANIEL	PO 26954 2017 MEDICAL REIMBURSEMENT	360.70	360.70
148 - FIRE & SAFETY SERVICES, LTD.	PO 24175 BLANKET - APPARATUS REPAIR	856.44	856.44
1789 - FIRST BYTE CORP	PO 26961 YEARLY TAX/SEWER/WEB INQUIRY BILLIN	10,960.00	
	PO 27152 EPSON TMU950 VALIDATOR FOR TAX COLL	885.00	11,845.00
495 - FIRST PRIORITY EMERGENCY	PO 27121 BLANKET - REPAIR	3,763.11	3,763.11
1788 - FIUMENERO, MILDRED	PO 27302 JAN 2018 RETIREE MED B	539.44	539.44
3189 - FLEXFACTS.COM	PO 27260 November 2017 FSA	192.00	192.00
152 - FLM GRAPHICS CORPORATION	PO 24830 BLANKET/PRINTING	164.55	164.55
2945 - FLORES, MANUEL	PO 27039 2018 SHOE REIMBURSEMENT	125.00	125.00
3394 - FOGGIA, JOE	PO 27093 2018 SHOE REIMBURSEMENT	250.00	250.00
155 - FOSTER & COMPANY, INC.	PO 23918 BLANKET \ SUPPLY	504.92	
	PO 24032 BLANKET / GARAGE EXPENSES	259.43	
	PO 26796 BLANKET/SUPPLYS	226.15	990.50
753 - FRAGA, LETICIA	PO 27130 REIMBURSEMENT TO LETICIA FOR 2018 N	250.00	250.00
2351 - FULLAWAY, MUREEN	PO 27214 REIMBURSEMENT FOR KEY TAGS AND LOCK	10.76	
	PO 27254 REIMBURSEMENT FOR MAILING OF 228 BR	25.81	36.57
402 - FYR-FYTER SALES SERVICE INC.	PO 26372 INSPECTION OF FIRE EXTINGUISHERS AT	416.19	416.19
1771 - GARCIA, ALFREDO	PO 27072 2018 SHOE REIMBURSEMENT	250.00	250.00
2246 - GENSERVE INC.	PO 24033 BLANKET / REPAIR & MAINTENANCE	1,051.00	1,051.00
1756 - GERING, BENJAMIN	PO 26948 2017 MEDICAL REIMBURSEMENT	900.00	900.00
2449 - GINOS AUTO BODY SHOP	PO 23990 BLANKET/PAINT	1,298.03	1,298.03
168 - GPANJ, INC.	PO 27333 2018 ANNUAL MEMBERSHIP DUES FOR ROB	200.00	200.00
170 - GRAINGER	PO 26901 BLANKET / GENERAL SUPPLIES / LD	120.42	120.42
2574 - GRANT HOMES TUCKER, LLC	PO 27334 RELEASE OF PERFORMANCE GUARANTY FOR	1,163.49	1,163.49
172 - GREATER MERCER TMA	PO 24518 RESOLUTION # 2017-76	8,607.00	
	PO 24518 RESOLUTION # 2017-76	8,493.00	
	PO 27135 GREATER MERCER TMA 2018 ANNUAL MEMB	500.00	17,600.00
1720 - GREEN GARDENS	PO 26769 Winter Baskets for Nassau Street, W	2,096.00	2,096.00
2146 - GREGORY, ROBERT G.	PO 27170 REIMBURSEMENT FOR 2017 CELL PHONE	240.00	
	PO 27324 REIMBURSEMENT FOR BAGELS?PFD TRAINI	36.91	276.91
2098 - GROFF TRACTOR NEW JERSEY, LLC.	PO 26269 O.M.E PARTS 720 TINKS CLAWS 721F	35,000.00	35,000.00
24 - GTBM (GOLD TYPE BUSINESS	PO 26962 INFO COP ANNUAL RENEWAL AND LICENSI	11,025.00	11,025.00

## List of Bills - Clearing Claims

Meeting Date: 02/12/2018 For bills from 01/23/2018 to 02/08/2018

Vendor	Description	Payment	Check Total
2412 - GUEVAREZ, ANTHONY	PO 26959 DAILY PARKING FOR TRAINING CLASS	50.00	50.00
178 - HARMON, CLIFFORD	PO 27086 2018 SHOE REIMBURSEMENT	250.00	250.00
2625 - HART, JASON	PO 27069 2018 SHOE REIMBURSEMENT	250.00	250.00
1711 - HEMINGWAY, DARRYL	PO 27084 2018 SHOE REIMBURSEMENT	250.00	250.00
1785 - HILTI INC.	PO 26458 BLANKET / BUILDING SUPPLIES & MATER	334.88	
	PO 27030 BLANKET / SUPPLIES / LD	209.06	543.94
2228 - HOFFMAN SERVICES INC.	PO 26800 BLANKET/SERVICE AND INSPECTION	233.80	233.80
191 - HOME DEPOT/GECF	PO 26903 BLANKET / GENERAL SUPPLIES / LD	775.21	
	PO 27106 BLANKET/ SUPPLIES	21.44	796.65
1492 - HOPKINS, MARTIN	PO 27068 2018 SHOE REIMBURSEMENT	250.00	250.00
1099 - HOUGH, ROBERT A.	PO 27006 CONFERENCE REIMBURSEMENT/JM	275.00	
	PO 27270 REIMBURSEMENT FOR 2018 COMMUNIVERSI	45.00	320.00
1930 - HUGHES, JEFF	PO 27049 2018 SHOE REIMBURSEMENT	250.00	250.00
23 - HUGHES, THOMAS D.	PO 27054 2018 SHOE REIMBURSEMENT	250.00	
	PO 27098 CELL PHONE OCTOBER NOVEMBER DECEMBE	60.00	310.00
1660 - HUIE, LILY	PO 26782 2017 EYEGLASS REIMBURSEMENT, 11/26/	150.00	150.00
1671 - HUJBER, ED	PO 27083 2018 SHOE REIMBURSEMENT	250.00	250.00
2508 - INTEGRATED TECHNICAL SYSTEMS, INC.	PO 24011 BLANKET / METERS	9.60	9.60
3557 - INTER WORLD HIGHWAY, LLC	PO 26274 FLIR BHS-XR COMMAND BI-OCULAR (640X	15,089.59	15,089.59
2690 - INTERSTATE BATTERY	PO 26803 BLANKET/BATTERIES	775.60	775.60
2826 - IPPOLITO, AFROULA	PO 26819 REIMBURSEMENT FOR COFFEE AND DONUTS	25.15	
	PO 27118 REIMBURSEMENT FOR 2017 CELL PHONE	240.00	265.15
199 - ISLES INC.	PO 27027 TRAINING COURSE ON DECEMBER 20, 201	480.00	480.00
1042 - IXP CORPORATION	PO 26738 2017-352	72,070.00	72,070.00
2616 - J. HARRIS ACADEMY OF POLICE TRAININ	PO 27017 REGISTRATION FOR 2018 ARREST SEARCH	340.00	340.00
882 - J.W. KENNEDY & SON WELDING SUPPLIES	PO 26474 ACE 73-201 WELDING SMOKE EATER	2,175.00	2,175.00
201 - JAMMER DOORS	PO 26931 BLANKET / REPAIRS & MAINTENANCE	203.50	203.50
2907 - JAN PRO OF CENTRAL NJ	PO 24168 BLANKET - CLEANING	130.00	130.00
1649 - JERSEY ELEVATOR	PO 26906 BLANKET / BUILDING REPAIR & MAINTEN	1,409.59	1,409.59
1655 - JOHN HART FARMS	PO 27103 BLANKET - DEER MANAGEMENT - CORN	1,740.00	1,740.00
211 - JOHNNY ON THE SPOT INC.	PO 24048 BLANKET - MISCELLANEOUS	40.00	
	PO 26862 RENTAL COSTS - CP NORTH (2017)	459.40	499.40
3603 - JONATHAN MC LEAN	PO 27005 MAILBOX REPLACEMENT/JM	142.56	142.56
1638 - JT SURVEYING	PO 26072 RESOLUTION # 2017-303	1,500.00	1,500.00
3615 - JULIA POULOS	PO 27246 Refund Parking Permit	175.00	175.00
216 - JW SCOTT SERVICE STATION	PO 26805 BLANKET/PARTS AND SERVICE	105.59	105.59
2017 - KIEFFER, DARWIN IV	PO 26958 2017 TUITION REIMBURSEMENT	3,500.00	3,500.00
1853 - KORWIN, KATHY	PO 24197 RESOLUTION # 2016-378	5,020.00	5,020.00
2903 - KYOCERA DOCUMENT SOLUTIONS	PO 26970 BLANKET/ SERVICES CONTRACT	6,049.00	6,049.00
3166 - LAHOVICH, STEVE	PO 27090 2018 SHOE REIMBURSEMENT	250.00	250.00
1606 - LAKE, HENRY	PO 27065 2018 SHOE REIMBURSEMENT	250.00	250.00
227 - LANGUAGE LINE SERVICES	PO 24397 BLANKET - TELEPHONE	68.00	68.00
1407 - LAW OFFICE OF KAREN L. CAYCI LLC.	PO 25005 BLANKET/ESCROW	330.00	
	PO 27166 PROFESSIONAL LEGAL SERVICES FOR ZON	1,666.50	1,996.50
2318 - LAWSOFT, INC.	PO 27107 CONFIGURATION UPDATE	750.00	750.00
233 - LAWSON, SHANNON	PO 26955 NOTARY RENEWAL	45.00	
	PO 27012 2018 EYEGLASS REIMBURSEMENT, 1/15/2	150.00	195.00
3385 - LEED CAPITAL	PO 27248 REDEMPTION FOR BL-53.05 LT-52 CERT#	89,987.24	89,987.24
1197 - LIFE FITNESS	PO 27154 GYM EQUIPMENT SERVICE	210.00	210.00
314 - LINE SYSTEMS, INC.	PO 27207 JAN 2018	391.90	391.90
2942 - LISE, MIKE	PO 27037 2018 SHOE REIMBURSEMENT	125.00	125.00
3149 - LOONEY RICKS KISS (LRK) INC.	PO 26479 NEIGHBORHOOD CHARACTER & ZONING IMP	4,136.00	4,136.00
1581 - LOWES	PO 26821 SHELVING UNITS	165.29	165.29
1579 - MACFARLAN, GERRY	PO 26820 ANNUAL UNIFORM REIMBURSEMENT (NOT T	200.00	200.00
379 - MAGIC TOUCH CONSTRUCTION CO IN	PO 26917 BLANKET / REPAIRS & MAINTENANCE	2,593.01	2,593.01
250 - MAHER, BRIAN	PO 26789 2017 EYEGLASS REIMBURSEMENT, 12/07/	150.00	
	PO 27064 2018 SHOE REIMBURSEMENT	250.00	400.00
3399 - MAHER, IAN	PO 27070 2018 SHOE REIMBURSEMENT	250.00	250.00
1570 - MAJESTIC OIL COMPANY	PO 23857 BLANKET / MOTOR FUELS	1,377.73	
	PO 26916 BLANKET / MOTOR FUELS	14,290.93	15,668.66
251 - MAJOR POLICE SUPPLY	PO 27109 REPAIR MDT	44.00	44.00
3607 - MATTHEW JONES	PO 27096 2018 SHOE REIMBURSEMENT	250.00	250.00
1555 - MAYFLOWER CLEANERS LLC	PO 23827 BLANKET - DRY CLEANING	1,416.60	

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Vendor	Description	Payment	Check Total
	PO 27267 BLANKET/DRY CLEANING	1,780.83	3,197.43
1553 - MCCAFFREYS MARKET	PO 24171 BLANKET - FOOD FD	33.98	33.98
249 - MCCOY, KEITH	PO 27076 2018 SHOE REIMBURSEMENT	250.00	250.00
265 - MCMANIMON SCOTLAND BAUMANN	PO 27145 Advice from Bond Counsel on Special	365.50	365.50
266 - MCMASTER-CARR SUPPLY COMPANY	PO 26625 PARTS/SUPPLIES	498.56	
	PO 26823 BLANKET/SUPPLYS	2,582.61	3,081.17
270 - MEHTA, MUKUL	PO 27045 2018 SHOE REIMBURSEMENT	250.00	250.00
282 - MERCER COUNTY IMPROV AUTHORITY	PO 26914 BLANKET / RECYCLING / LD	34,666.16	34,666.16
3167 - MERRILL, BRANDON	PO 27091 2018 SHOE REIMBURSEMENT	250.00	250.00
289 - MGL PRINTING SOLUTIONS	PO 26981 BLANKET /PRINTING	3,598.00	3,598.00
1526 - MID JERSEY MUNICIPAL JOIN INS.	PO 26770 2018 First Quarter Liability Insura	314,310.00	314,310.00
292 - MIDDLESEX COUNTY FIRE ACADEMY	PO 24180 BLANKET - TRAINING	420.00	420.00
295 - MILLER, PORTER & MULLER	PO 20250 ENCUMBRANCE ONLY	526.50	
	PO 25254 BLANKET/LEGAL	2,827.50	
	PO 25346 RESOLUTION # 2017-196	448.50	
	PO 25735 BLANKET /ESCROW #17-460	1,033.50	
	PO 27226 BLANKET- LEGAL SERVICES	565.50	
	PO 27227 LEGAL SERVICES IAS COMMONS #16-433	136.50	
	PO 27228 LEGAL SERVICES - GARDNER ASPLUNDH E	195.00	5,733.00
2099 - MITCHELL HUMPHREY & COMPANY	PO 26968 ANNUAL MAINTENANCE FOR CODE ENFORCE	4,730.00	4,730.00
795 - MONTGOMERY TOWNSHIP	PO 24916 RESOLUTION # 2017-129	1,770.00	1,770.00
305 - MORASKI, WILLIAM	PO 27048 2018 SHOE REIMBURSEMENT	250.00	250.00
993 - MOTOROLA SOLUTIONS, INC.	PO 26552 APX6000 UHF RADIO	4,304.55	4,304.55
2962 - MUCCIE, CHRIS	PO 27051 2018 SHOE REIMBURSEMENT	250.00	250.00
313 - MUNICIPAL MAINTENANCE COMPANY,	PO 26922 BLANKET / REPAIR & MAINTENANCE	3,507.00	3,507.00
1498 - MUNICIPAL SOFTWARE, INC	PO 26764 Annual Server & Maintenance Support	6,748.60	6,748.60
2097 - MUNICIPAL WELFARE ASSOCIATES	PO 27165 ELISA NEIRA 2018 MEMBERSHIP DUES	100.00	100.00
1489 - NAPA AUTO PARTS	PO 26828 BLANKET/PARTS	293.88	293.88
323 - NATIONAL PARTS SUPPLY CO.	PO 26923 BLANKET / VEHICULAR PARTS / LD	342.42	342.42
909 - NEIRA, ELISA	PO 27167 NIIC CONFERENCE 2017 REMAINING BALA	153.13	
	PO 27167 NIIC CONFERENCE 2017 REMAINING BALA	21.33	174.46
3444 - NELSON / NYGAARD CONSULTING ASSOCIA	PO 25039 RESOLUTION # 2017-81	12,060.13	12,060.13
1033 - NEW JERSEY AMERICAN WATER	PO 27218 427 BRICKHOUSE ROAD JANUARY 2018 AC	168.52	
	PO 27255 215 BRICKHOUSE ROAD FEBRUARY 2018 A	208.80	
	PO 27289 DEC 2017	5,443.47	
	PO 27289 DEC 2017	681.82	
	PO 27375 JANUARY 2018	335.75	
	PO 27375 JANUARY 2018	2,453.56	9,291.92
351 - NEW JERSEY CONFERENCE OF MAYORS	PO 27129 LIZ LEMPert - 2018 WINTER SUMMIT TH	70.00	70.00
343 - NEW JERSEY LEAGUE OF MUNICIPALITIES	PO 27126 2018 MEMBERSHIP DUES	2,030.00	2,030.00
343 - NEW JERSEY LEAGUE OF MUNICIPALITIES	PO 27128 LIZ LEMPert ANNUAL MAYORS DAY - MAR	285.00	285.00
399 - NICHOLAS, CAROL E.	PO 27029 METER PARKING FOR SOUP KITCHEN, JAN	32.00	32.00
1032 - NJ AMERICA WATER - HYDRANT	PO 26582 #210023719760 NOV 16 - DEC 2017	54,817.88	54,817.88
1032 - NJ AMERICA WATER - HYDRANT	PO 27340 #1018-210023720128 DEC 16 TO JAN 1	54,817.88	54,817.88
139 - NJ BUILDING OFFICIALS ASSOCIATION	PO 27210 2018 MEMBERSHIP RENEWAL	800.00	800.00
2389 - NJ CRIMINAL INTERDICTION, LLC	PO 23769 BLANKET - TRAINING CLASSES	95.00	95.00
7 - NORCIA CORPORATION	PO 23915 BLANKET \ PARTS	2,875.70	
	PO 26830 BLANKET/PARTS	9,711.55	12,587.25
3488 - NOVAK, JOSEPH	PO 27114 REIMBURSEMENT FOR 2017 CELL PHONE	120.00	120.00
554 - O'NEILL, BRUCE	PO 27047 2018 SHOE REIMBURSEMENT	250.00	250.00
1921 - OCCUPATION MEDICINE SERVICES	PO 24167 BLANKET - PHYSICALS - SCREENINGS	885.00	
	PO 27223 BLANKER / HEALTH	2,184.00	3,069.00
553 - OLIVES GOURMET BAKERY & DELI	PO 26985 BLANKET/FOOD	36.80	36.80
474 - ONE CALL CONCEPTS, INC.	PO 26911 BLANKET / MARK OUTS / LD	348.75	348.75
1449 - OPALSKI, JEFFREY	PO 27056 2018 SHOE REIMBURSEMENT	250.00	
	PO 27100 CELL PHONE OCTOBER NOVEMBER DECEMBE	60.00	310.00
591 - PACKET MEDIA LLC	PO 24590 BLANKET/ ADV 2017	3.15	
	PO 26983 BLANKET/ADV	313.60	
	PO 27136 2018 OPMA RESOLUTIONS AND 2018 MEET	29.40	346.15
2944 - PAREDES, LUIS	PO 27040 2018 SHOE REIMBURSEMENT	125.00	125.00
1403 - PASTERNAK, ROBERT	PO 27080 2018 SHOE REIMBURSEMENT	250.00	250.00
3542 - PAUL CONWAY SHIELDS CORP.	PO 26697 BLANKET - AWARDS	181.49	181.49
370 - PCH DEVELOPMENT CORPORATION	PO 24206 RESOLUTION # 2017-11	2,881.33	2,881.33

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Vendor	Description	Payment	Check Total
1390 - PESMC	PO 27133 NSPE- NJ CHAPTER MEETING , WEDNESDA	100.00	
	PO 27259 PSEMC MEETING JANUARY 31, 2018 DEAN	80.00	180.00
1384 - PETRONE SR., JOHN F	PO 27300 1ST QTR 2018 RETIREE MED GAP	2,829.03	2,829.03
1052 - PETRONE, JOHN JR.	PO 27299 4TH QRT 2017 RETIREE	4,133.72	4,133.72
1203 - PFAFF, GREG	PO 27079 2018 SHOE REIMBURSEMENT	250.00	250.00
3503 - PHIL'S AUTO DEALLING	PO 25786 BLANKET - DETAILING & REPAIR	1,200.00	1,200.00
195 - PHILIP, KERRY	PO 27181 2018 EYEGLASS REIMBURSEMENT, 1/20/2	144.95	144.95
808 - POLAR INC.	PO 26918 BLANKET / WATER SERVICE	17.85	
	PO 26918 BLANKET / WATER SERVICE	247.25	265.10
828 - POLLARD, DAVE	PO 27075 2018 SHOE REIMBURSEMENT	250.00	250.00
229 - POLLARD, FRED	PO 27077 2018 SHOE REIMBURSEMENT	250.00	250.00
1364 - PORRECA, SCOTT	PO 27353 1ST QUTR MED 2018	1,268.25	1,268.25
1363 - PORT AUTOMATIC SPRINKLER	PO 26234 REPAIR SPRINKLER SYSTEM AT RECREATI	1,370.00	1,370.00
1358 - POTTS, WILLIAM R	PO 27294 4TH QRT 2017 RETIREE MED GAP	3,270.70	3,270.70
14 - PRINCETON CABLE TV 30	PO 27245 Payment to TV 30 for Verizon / Comc	232,000.00	232,000.00
589 - PRINCETON HOOK & LADDER CO.	PO 26704 2017 COMPANY STIPEND	1,500.00	
	PO 26707 2017 COMPANY DISBURSEMENT	5,500.00	7,000.00
592 - PRINCETON PUBLIC LIBRARY	PO 27354 Tri-Form Construction,Inc. PO 16017	121,191.60	121,191.60
1626 - PRINCETON REGIONAL CHAMBER OF	PO 27125 ANNUAL BASE MEMBERSHIP DUES, 12/1/1	225.00	225.00
1277 - PRINCETON SUPPLY CORPORATION	PO 23863 BLANKET / JANITORIAL SUPPLIES	1,747.77	
	PO 23863 BLANKET / JANITORIAL SUPPLIES	264.58	
	PO 23863 BLANKET / JANITORIAL SUPPLIES	0.83	
	PO 26944 BLANKET / JANITORIAL SUPPLIES / LD	3,480.34	5,493.52
3574 - PROMISE ARIZONA	PO 27243 NIIC 2017 3-DAY REGISTRATION / REPL	435.00	435.00
603 - PSE&G CO	PO 27004 MAIN SHOP GAS ACCT 6992245201	4,289.35	
	PO 27182 OCT 2017	25,470.28	
	PO 27205 NOV 2017	1,877.26	
	PO 27205 NOV 2017	47,774.45	
	PO 27206 DEC 2017	50,671.60	
	PO 27253 47 BILLIE ELLIS DECEMBER 2017 FINAL	163.20	130,246.14
630 - R & R RADAR, INC.	PO 27108 BLANKET/SERVICE	225.00	225.00
1325 - RALPH K. BADMAN CORP	PO 26787 BLANKET/SUPPLYS	438.14	438.14
2049 - REPUBLIC SERVICES #689	PO 26910 BLANKET / RECYCLING / LD	1,255.77	1,255.77
3546 - REVELATION COACHING SERVICES, LLC	PO 26171 MANAGEMENT COACHING - 6 MONTH PROGR	1,216.00	1,216.00
3024 - RIDER UNIVERSITY	PO 27321 RELEASE OF PERFORMANCE BOND FOR RID	175,465.35	175,465.35
1204 - RIGGINS INC.	PO 26909 BLANKET / FUEL / LD	14,817.21	14,817.21
1296 - RODRIGUEZ, MANUEL	PO 27081 2018 SHOE REIMBURSEMENT	250.00	250.00
1293 - ROMATOWSKI, VICTOR	PO 27201 NFPA NATIONAL FIRE PROTECTION	175.00	175.00
1287 - RUEDA, WILLIAM	PO 27071 2018 SHOE REIMBURSEMENT	250.00	250.00
640 - S. BROTHERS, INC.	PO 10714 OLD PO R0-13207 - Improvements to	40,389.60	40,389.60
637 - SAMZIE'S UNIFORMS LTD.	PO 26070 STYLE #470 LIME GLOVES SIZE: MEDIUM	1,463.24	
	PO 26975 SERAPH IIIA VEST W/ 2 REVOLUTION CA	5,467.00	
	PO 26976 BLANKET/UNIFORMS	8,295.61	15,225.85
2933 - SAN MARTIN, DAVID	PO 27120 REIMBURSEMENT FOR 2017 CELL PHONE	240.00	240.00
2131 - SANITATION EQUIPMENT CORP	PO 25699 RESOLUTION # 2017-243	196,765.30	196,765.30
3609 - SCOTT, MICHAEL & RUTH	PO 27113 PARTIAL RELEASE OF ESCROW	5,000.00	5,000.00
1727 - SEKERAS, JOSEPH	PO 27087 2018 SHOE REIMBURSEMENT	250.00	250.00
1258 - SHAH, DHWANI	PO 25362 RESOLUTION 2017-8	600.00	600.00
648 - SHERWIN-WILLIAMS	PO 26928 BLANKET / REPAIR & MAINTENANCE / LD	10.99	10.99
3334 - SILAGY CONTRACTING, LLC	PO 27372 2016 FALL PLANTING RES. 2016-305 1	950.00	950.00
3468 - SITEK, MARK NICHOLAS GERARD	PO 26817 BLANKET - HOURS WORKED	840.00	840.00
2672 - SMITH & MANNING, LLC	PO 27197 2018 LEAF & BRUSH BROCHURES	750.00	750.00
1234 - SOLOW, LEE	PO 27011 REIMBURSEMENT LEE SOLOW	300.00	
	PO 27225 REIMBURSEMENT - LEE SOLOW	69.50	369.50
2141 - SOTO, AXEL	PO 27078 2018 SHOE REIMBURSEMENT	250.00	250.00
716 - STEVENSON SUPPLY	PO 26908 BLANKET / SUPPLIES & MATERIALS	1,222.16	1,222.16
625 - STEWARTS TOWING	PO 23941 BLANKET/REPAIRS	800.00	800.00
2970 - STONE HILL CHURCH OF PRINCETON	PO 27247 RELEASE OF MAINTENANCE GUARANTY FOR	7,244.75	7,244.75
1219 - STONY BROOK REG.SEW.AUTH.	PO 27144 1st Quarter Participant Charge	930,548.27	930,548.27
1995 - STOUTS II INC	PO 23972 BLANKET/REPAIR	1,608.14	
	PO 24772 RESOLUTION # 2016-338	16,650.00	18,258.14
688 - STRAIGHT EDGE STRIPING, LLC	PO 25702 RESOLUTION # 2017-246	10,508.72	10,508.72
1213 - STRONG, JAMES	PO 27335 1ST QRT 2018 RETIREE MED	1,181.16	1,181.16

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Vendor	Description	Payment	Check Total
1211 - SUSTAINABLE PRINCETON	PO 25037 RESOLUTION # 2017-153	10,000.00	10,000.00
2300 - SWERP INCORPORATED	PO 26831 BLANKET / GENERAL SUPPLIES / LD	1,200.00	1,200.00
1216 - SWM CONSULTING, LLC	PO 26495 BLANKET FOR STORM WATER MANAGEMENT	949.20	
	PO 26480 2017-358	3,330.00	
	PO 27097 STATE ROAD PLAZA - BUCCI BUILDERS S	370.00	4,649.20
2906 - SYNATEK, LP	PO 26622 SNOW/ICE MATERIALS	536.55	536.55
3059 - T & M ASSOCIATES	PO 23304 RESOLUTION # 2016-317: RIVER ROAD	616.17	
	PO 23304 RESOLUTION # 2016-317: RIVER ROAD	4,091.50	4,707.67
533 - THE RODGERS GROUP, LLC	PO 26973 BLANKET/TRAINING	3,712.50	3,712.50
812 - TOM L. WELLS ELECTRICAL CONT., INC	PO 27265 ELECTRICAL SERVICES/JM	5,939.40	
	PO 27265 ELECTRICAL SERVICES/JM	18,330.93	
	PO 27266 ELECTRICAL SERVICES/JM	3,915.73	
	PO 27266 ELECTRICAL SERVICES/JM	1,491.90	29,677.96
1184 - TORRES, CHRISTOPHER	PO 27062 2018 SHOE REIMBURSEMENT	250.00	250.00
827 - TORRES, JEFF	PO 27050 2018 SHOE REIMBURSEMENT	250.00	250.00
1182 - TOUCHTONE COMMUNICATIONS	PO 26734 ACCT# 6099212100 12/1/17 - 13/31/17	136.37	136.37
960 - TRANS UNION RISK	PO 23955 BLANKET/ PROF. SERVICES	221.04	221.04
3416 - TRANSLOC INC.	PO 24800 RESOLUTION # 2017-79	300.00	
	PO 24800 RESOLUTION # 2017-79	300.00	
	PO 24800 RESOLUTION # 2017-79	300.00	900.00
838 - TRAP ROCK INDUSTRIES, LLC	PO 27315 RESOLUTION # 2017-406	1,333.96	1,333.96
1176 - TREASURER STATE OF NEW JERSEY	PO 27003 2018 ANNUAL INSPECTION FEE FOR SSG	490.00	490.00
1459 - TREASURER, STATE OF NEW JERSEY	PO 26915 MARRIAGE LICENSES ISSUED JULY THRU	1,600.00	1,600.00
870 - TREASURER-STATE OF NEW JERSEY	PO 27212 4TH QUARTER 2017	25,680.00	25,680.00
3408 - TSINTSIFAS, KONSTANTINA	PO 26905 CELL PHONE USAGE - NOV. 2017	244.70	
	PO 27346 Master of Public Health Courses in	2,750.00	2,994.70
2592 - UNIFIRST CORPORATION	PO 26841 BLANKET / UNIFORMS / LD	2,397.38	
	PO 26841 BLANKET / UNIFORMS / LD	522.70	2,920.08
923 - UNITED PARCEL SERVICE	PO 27291 #K1895559555 1/13/18	47.04	47.04
1160 - UNITED RENTALS	PO 25243 PSOC ROLLER RENTAL 5/25/17	3,500.00	3,500.00
1635 - US MUNICIPAL SUPPLY INC.	PO 26842 BLANKET / ROAD SIGNS, SUPPLIES / L	51.11	51.11
1278 - VAN CLEEF ENGINEERING ASSOC.	PO 27157 CONSTRUCTION INSPECTION SERVICES	6,185.50	6,185.50
948 - VAN MATER, DAN	PO 27264 2018 EYEGLASS REIMBURSEMENT, 1/31/2	150.00	150.00
950 - VAN MATER, ROBERTS	PO 26781 2017 EYEGLASS REIMBURSEMENT, 12/5/2	150.00	
	PO 27044 2018 SHOE REIMBURSEMENT	250.00	400.00
945 - VAN NOTE-HARVEY ASSOCIATES	PO 25979 RESOLUTION # 2017-280	212.00	
	PO 26071 RESOLUTION # 2017-301	10,730.00	10,942.00
408 - VECTOR SECURITY	PO 23885 BLANKET / BUILDINGS & GROUNDS	77.50	
	PO 27001 BLANKET / ALARM MONITORING / LD	15.00	
	PO 27269 BLANKET /ALARM	339.00	431.50
962 - VERIZON	PO 23810 BLANKET - TELEPHONE	1,561.27	
	PO 25748 ACCT #: 609.279.9647 413 70Y	84.18	
	PO 27105 ACCT #:201.Z02.0036 630 55Y	1,557.72	
	PO 27373 JANUARY 2018	4,632.72	7,835.89
28 - VERIZON CABS	PO 23875 BLANKET - TELEPHONE EXPENSE	1,320.68	
	PO 24222 BLANKET - TELEPHONE EXPENSE	574.41	1,895.09
959 - VERIZON WIRELESS	PO 27242 #2000072104 11/26/-12/28/17	7,466.94	7,466.94
974 - VITAL COMMUNICATIONS, INC.	PO 26971 BLANKET / SOFTWARE	844.00	
	PO 26971 BLANKET / SOFTWARE	844.00	1,688.00
2 - W.B MASON	PO 23781 BLANKET - OFFICE SUPPLIES	7.15	
	PO 23879 BLANKET / OFFICE SUPPLIES	34.05	
	PO 24478 BLANKET FOR OFFICE SUPPLIES	81.08	
	PO 26865 BLANKET - OFFICE SUPPLIES	77.01	
	PO 26865 BLANKET - OFFICE SUPPLIES	103.57	
	PO 26844 BLANKET / OFFICE SUPPLIES / LD	68.88	
	PO 26844 BLANKET / OFFICE SUPPLIES / LD	92.66	
	PO 26957 BLANKET/OFFICE SUPPLIES	565.70	
	PO 26987 BLANKET/ OFFICE SUPPLYS	207.15	1,237.25
1011 - WALKER, KEN	PO 27074 2018 SHOE REIMBURSEMENT	250.00	250.00
3165 - WALLACE, SEAN	PO 27089 2018 SHOE REIMBURSEMENT	250.00	250.00
1142 - WATCHUNG SPRING WATER	PO 23722 POLICE - COFFIE	502.92	
	PO 27209 WATER COOLLERS #185528	348.00	850.92
3112 - WHITE, JOHN	PO 27230 MEMBERSHIP RENEWAL	120.00	120.00

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Vendor	Description	Payment	Check Total
1039 - WILLIAMS SCOTSMAN, INC.	PO 26845 BLANKET / TRAILER RENTAL / LD	1,808.00	1,808.00
1950 - WINDSTREAM	PO 27208 ACCT.# 4034199 1/10/18	1,778.09	1,778.09
1049 - WINNER FORD OF CHERRY HILL	PO 25345 RESOLUTION # 2017-192	131,257.00	131,257.00
8 - WITMER ASSOCIATES INC.	PO 24182 BLANKET - SAFETY SUPPLIES	590.00	590.00
1718 - WOOD, KEITH	PO 27053 2018 SHOE REIMBURSEMENT	250.00	
	PO 27099 CELL PHONE OCTOBER NOVEMBER DECEMBE	60.00	310.00
1124 - WOODRICK, MARK	PO 27067 2018 SHOE REIMBURSEMENT	250.00	250.00
1075 - YARDVILLE SUPPLY COMPANY	PO 23878 BLANKET / SUPPLIES & MATERIALS	40.14	
	PO 24013 BLANKET / SUPPLIES & MATERIALS	51.54	
	PO 24163 BLANKET - TOOLS	144.39	
	PO 26812 BLANKET - TOOLS	2.49	
	PO 26847 BLANKET / SUPPLIES & MATERIALS / LD	496.21	
	PO 27110 BLANKET / SUPPLIES	45.77	
	PO 27179 BLANKET /SUPPLY	567.08	1,347.62
1116 - YOUNG, LILIAN	PO 27301 JAN 2018 RETIREE MED - B	1,588.62	1,588.62
TOTAL			3,353,597.82

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-105-200	PERSONNEL - OE	8,244.04			
01-201-20-110-200	MAYOR & COUNCIL OE	2,463.98			
01-201-20-111-200	ADMINISTRATIVE & EXECUTIVE OE	72,295.00			
01-201-20-120-200	MUNICIPAL CLERK OE	4,118.75			
01-201-20-125-200	INFORMATION TECHNOLOGY - OE	46,877.24			
01-201-20-130-200	FINANCE ADMINISTRATION OE	200.00			
01-201-20-145-200	COLLECTION OF TAXES OE	885.00			
01-201-20-165-200	ENGINEERING SERVICES OE	373.46			
01-201-21-180-200	REGIONAL PLANNING BD. - TWP - OE	69.50			
01-201-23-210-200	LIABILITY INSURANCE OE	200,546.00			
01-201-23-215-200	WORKERS COMP. INSURANCE OE	113,764.00			
01-201-23-220-200	EMPLOYEE GROUP INSURANCE OE	10,185.45			
01-201-25-240-200	POLICE OE	17,858.23			
01-201-25-265-200	FIRE OE	8,588.13			
01-201-25-266-200	FIRE HYDRANT SERVICES OE	54,817.88			
01-201-25-267-200	FIRE FACILITIES OE	2,054.70			
01-201-26-290-200	ROAD REPAIRS & MAINTENANCE OE	18,708.22			
01-201-26-305-200	GARBAGE & TRASH REMOVAL OE	55,961.93			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	21,630.52			
01-201-26-315-200	VEHICLE MAINT. - ADMIN. OE	7,467.00			
01-201-27-330-200	BOARD OF HEALTH OE	126.00			
01-201-27-335-200	ENVIRONMENTAL COMMISSION OE	379.40			
01-201-27-345-200	HUMAN SERVICES OE	137.61			
01-201-27-346-200	JT DRUG ABUSE PROGRAM - TWP - OE	771.63			
01-201-28-370-200	JOINT RECREATION BOARD OE	2,849.54			
01-201-28-375-200	PARK MAINTENANCE OE	1,805.10			
01-201-31-440-200	TELEPHONE OE	8,891.13			
01-201-31-445-200	WATER OE	1,096.03			
01-201-31-455-200	SEWER FACILITIES OPERATING OE	12,521.59			
01-201-31-456-200	STONY BROOK REGIONAL SA OE	930,548.27			
01-201-31-460-200	GASOLINE OE	29,108.14			
01-201-36-477-200	DEFINED CONTRIB RETIR PLN (DCRP)- OE	296.71			
01-203-20-105-200	(2017) PERSONNEL - OE		4,496.00		
01-203-20-110-200	(2017) MAYOR & COUNCIL OE		160.77		
01-203-20-111-200	(2017) ADMINISTRATIVE & EXECUTIVE OE		14,906.13		
01-203-20-125-200	(2017) INFORMATION TECHNOLOGY - OE		43,097.58		
01-203-20-130-200	(2017) FINANCE ADMINISTRATION OE		192.00		
01-203-20-155-200	(2017) LEGAL SERVICES & COSTS OE		814.00		
01-203-20-165-200	(2017) ENGINEERING SERVICES OE		433.78		

## Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-203-20-175-200	(2017) HISTORIC PRESERVATION COMMITTEE -			24.00	
01-203-21-180-200	(2017) REGIONAL PLANNING BD. - TWP - OE			4,303.70	
01-203-21-181-200	(2017) SUSTAINABLE PRINCETON			10,000.00	
01-203-23-220-200	(2017) EMPLOYEE GROUP INSURANCE OE			15,112.72	
01-203-25-240-200	(2017) POLICE OE			135,007.95	
01-203-25-265-200	(2017) FIRE OE			4,989.06	
01-203-25-266-200	(2017) FIRE HYDRANT SERVICES OE			54,817.88	
01-203-25-267-200	(2017) FIRE FACILITIES OE			7,900.32	
01-203-25-268-200	(2017) FIRE INSPECTOR OE			1,800.00	
01-203-26-290-200	(2017) ROAD REPAIRS & MAINTENANCE OE			2,957.99	
01-203-26-305-200	(2017) GARBAGE & TRASH REMOVAL OE			32,507.89	
01-203-26-310-200	(2017) PUBLIC BUILDINGS & GROUNDS OE			30,275.75	
01-203-26-315-200	(2017) VEHICLE MAINT. - ADMIN. OE			4,840.25	
01-203-27-330-200	(2017) BOARD OF HEALTH OE			5,330.75	
01-203-27-331-200	(2017) SUZANNE PATTERSON CENTER OE			17,100.00	
01-203-27-345-200	(2017) HUMAN SERVICES OE			115.52	
01-203-27-346-200	(2017) JT DRUG ABUSE PROGRAM - TWP - OE			1,806.75	
01-203-28-370-200	(2017) JOINT RECREATION BOARD OE			1,494.51	
01-203-31-430-200	(2017) ELECTRICITY & GAS OE			45,267.01	
01-203-31-431-200	(2017) NATURAL GAS OE			11,677.70	
01-203-31-435-200	(2017) STREET LIGHTING OE			58,763.88	
01-203-31-440-200	(2017) TELEPHONE OE			12,816.16	
01-203-31-445-200	(2017) WATER OE			3,044.17	
01-203-31-455-200	(2017) SEWER FACILITIES OPERATING OE			9,442.54	
01-203-31-460-200	(2017) GASOLINE OE			1,377.73	
01-203-36-477-200	(2017) DEFINED CONTRIB RETIR PLN (DCRP) -			331.33	
01-204-55-900-001	Accounts Payable				680.91
01-207-55-100-000	HEALTH DEPARTMENT FEES				1,600.00
01-214-55-900-062	THIRD PARTY LIENS PAYABLE				28,987.24
01-260-05-100	DUE TO CLEARING/CLAIMS				0.00
01-286-55-000-005	RES - FOR TAX SALE PREMIUM				61,000.00
01-286-55-900-804	DUE TO STATE (DCA) - BUILDING SURCHARGE				25,680.00
<b>TOTALS FOR</b>	<b>CURRENT FUND</b>	<b>1,635,640.18</b>	<b>537,205.82</b>	<b>117,948.15</b>	<b>2,290,794.15</b>
02-213-44-904-301	PRINCETON UNIVERSITY FIRE			840.00	
02-213-44-909-301	BODY ARMOR			5,467.00	
02-213-44-927-301	COMPREHENSIVE TOBACCO CONTROL			480.00	
02-213-44-951-301	FBI DEPT OF JUSTICE ASSET FORFEITURE			15,089.59	
02-260-05-100	DUE TO CLEARING/CLAIMS			0.00	21,876.59
<b>TOTALS FOR</b>	<b>GRANT FUND</b>	<b>0.00</b>	<b>0.00</b>	<b>21,876.59</b>	<b>21,876.59</b>
04-215-11-003-000-000	VARIOUS ROAD IMPROVEMENTS ORD 2011-03			40,389.60	
04-215-13-021-000-000	VARIOUS CAPITAL IMPROVEMENTS ORD 2013-21			14,304.55	
04-215-13-031-000-000	Ord 2013-31 Various Capital Improvements			16,765.30	
04-215-15-007-000-000	Ordinance 2015-7 Various Imprv			49,967.00	
04-215-15-009-000-000	Ordinance 2015-9 Sewer Trust Imprv			5,464.07	
04-215-16-020-000-000	Ordinance 2016-20 Various Imprv			79,193.81	
04-215-16-023-000-000	Ordinance 2016-23 Sewer Trust			3,088.93	
04-215-17-031-000-000	Ordinance 2017-31 Sewer Trust			10,730.00	
04-215-17-037-000-000	Ordinance 2017-37 Various Capital Imprv			202,339.96	
04-215-17-038-000-000	Ordinance 2017-38 Library Improvements			121,191.60	
04-260-05-100	DUE TO CLEARING/CLAIMS			0.00	543,434.82
<b>TOTALS FOR</b>	<b>GENERAL CAPITAL FUND</b>	<b>0.00</b>	<b>0.00</b>	<b>543,434.82</b>	<b>543,434.82</b>
05-192-08-112-007	GARAGE PARKING PERMITS			175.00	
05-201-02-007-200	PARKING OE	4,733.20			
05-203-02-007-200	(2017) PARKING OE		11,322.34		
05-203-02-009-000	(2017) JITNEY EXPENSES		17,550.00		
05-260-05-100	DUE TO CLEARING/CLAIMS			0.00	33,780.54

## Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
<b>TOTALS FOR</b>	<b>PARKING UTILITY OPERATING FUND</b>	<b>4,733.20</b>	<b>28,872.34</b>	<b>175.00</b>	<b>33,780.54</b>
06-215-14-034-300	Ordinance 2014-34 Parking Improvements			1,000.00	
06-260-05-100	DUE TO CLEARING/CLAIMS			0.00	1,000.00
<b>TOTALS FOR</b>	<b>PARKING UTILITY CAPITAL FUND</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>1,000.00</b>
12-201-20-125-200	OPEN SPACE - OTHER EXPENSE - PARK MAINT	950.00			
12-260-05-100	DUE TO CLEARING/CLAIMS			0.00	950.00
<b>TOTALS FOR</b>	<b>OPEN SPACE FUND</b>	<b>950.00</b>	<b>0.00</b>	<b>0.00</b>	<b>950.00</b>
17-260-05-100	Due To Claims/Clearing			0.00	33,973.94
17-290-20-000-000	PROFESSIONAL FEES			9,380.20	
17-290-40-000-000	PERFORMANCE GUARANTEE			16,791.24	
17-290-50-000-000	INSPECTION FEES			7,802.50	
<b>TOTALS FOR</b>	<b>ESCROW</b>	<b>0.00</b>	<b>0.00</b>	<b>33,973.94</b>	<b>33,973.94</b>
21-201-12-110-200	CONSTRUCTION EXPENSES - OE	1,662.08			
21-260-05-100	DUE TO CLAIMS/CLEARING			0.00	248,453.41
21-285-20-051-000	CABLE TV TRUST FUND			232,000.00	
21-285-20-054-000	SHADE TREE TRUST FUND			45.00	
21-285-20-081-000	FIRE EQUIPMENT DONATIONS			5,500.00	
21-285-56-077-333	HUMAN SERVICES SPECIAL ASSISTANCE TRUST			21.33	
21-285-56-084-333	SPECIAL DUTY			9,015.00	
21-286-59-000-000	RESERVE FOR POLICE FITNESS FUND			210.00	
<b>TOTALS FOR</b>	<b>TRUST FUND</b>	<b>1,662.08</b>	<b>0.00</b>	<b>246,791.33</b>	<b>248,453.41</b>
30-260-05-100	DUE TO CLAIMS/CLEARING			0.00	175,465.35
30-290-00-000-000	APPROPRIATIONS			175,465.35	
<b>TOTALS FOR</b>	<b>ESCROW FUND</b>	<b>0.00</b>	<b>0.00</b>	<b>175,465.35</b>	<b>175,465.35</b>
40-201-20-105-200	AFFORDABLE HOUSING BOARD OE	3,869.02			
40-260-05-100	DUE TO CLAIMS/CLEARING			0.00	3,869.02
<b>TOTALS FOR</b>	<b>AFFORDABLE HOUSING UTILITY</b>	<b>3,869.02</b>	<b>0.00</b>	<b>0.00</b>	<b>3,869.02</b>

Total to be paid from Fund 01 CURRENT FUND	2,290,794.15
Total to be paid from Fund 02 GRANT FUND	21,876.59
Total to be paid from Fund 04 GENERAL CAPITAL FUND	543,434.82
Total to be paid from Fund 05 PARKING UTILITY OPERATING FUND	33,780.54
Total to be paid from Fund 06 PARKING UTILITY CAPITAL FUND	1,000.00
Total to be paid from Fund 12 OPEN SPACE FUND	950.00
Total to be paid from Fund 17 ESCROW	33,973.94
Total to be paid from Fund 21 TRUST FUND	248,453.41
Total to be paid from Fund 30 ESCROW FUND	175,465.35
Total to be paid from Fund 40 AFFORDABLE HOUSING UTILITY	3,869.02

3,353,597.82

## Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
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## Checks Previously Disbursed

203	THE BANK OF NEW YORK MELLON	PO# 27124			39,656.26 2/01/2018
202	NJEIT/US BANK NAT ASSOC.	PO# 27123			178,007.78 2/01/2018
201	DEPOSITORY TRUST CO/CHASE	PO# 27026			642,500.00 2/01/2018
201	DEPOSITORY TRUST CO/CHASE	PO# 27026			20,000.00 2/01/2018
112	TREASURER STATE OF NEW JERSEY	PO# 27025			34,978.05 1/12/2018
					-----
					915,142.09

Total paid from Fund 01 CURRENT FUND	895,142.09
Total paid from Fund 11 IMPROVEMENT ASSESSMENT FUND	20,000.00
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	915,142.09

Total for this Bills List: **4,268,739.91**



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Health

**RESOLUTION 18-75**

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**Resolution Authorizing the Appointment of James Ferry, Certified Animal Control Officer**

BE IT RESOLVED by the Princeton Mayor and Council, that effective **January 29, 2018** and upon the recommendation of the Princeton Health Officer and Chief of Police, James Ferry is hereby appointed pursuant to section 6-7 of the "Code of the Borough of Princeton, New Jersey 1968" to serve as Princeton's Certified Animal Control Officer (CACO), and in that capacity shall have all of the powers and perform all of the duties set forth in said section 6-7; and

BE IT FURTHER RESOLVED, that James Ferry shall be compensated for his services as CACO in accordance with Princeton's annual salary ordinance; and

BE IT FURTHER RESOLVED, that this resolution shall take effect **immediately**.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

\_\_\_\_\_  
Kathleen K. Brzezynski, Municipal Clerk



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Affordable Housing

**RESOLUTION 18-76**

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**Resolution Authorizing a Temporary Rental Agreement of Affordable Housing Sales Units for Griggs Farm Fire Victims**

WHEREAS, as part of its Affordable Housing Program, Princeton currently owns several affordable housing units at Washington Oaks;

WHEREAS, the units Princeton owns include an efficiency unit, a one-bedroom unit and a soon to be purchased two-bedroom unit with additional future purchases possible;

WHEREAS, on December 27, 2017 a fatal fire at the Griggs Farm Condominium complex displaced 24 households who rent affordable units at Griggs Farm;

WHEREAS, the displaced tenants are in immediate need of affordable rental housing until they can either move back to Griggs Farm or find other permanent affordable housing;

WHEREAS, the Mayor and Council of Princeton wish to follow the recommendation of the Princeton Housing Board to allow several of the displaced tenants to rent the Princeton owned affordable units at Washington Oaks for a maximum period of 12 to 18 months until their rental units at Griggs Farm can be reoccupied or until they find other appropriate affordable rentals (whichever is sooner);

WHEREAS, the rental status of these affordable units is a temporary arrangement and these units will revert back to affordable sales units after the 12 to 18 month period;

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

1. The Mayor and Council of Princeton authorize the rental of Princeton-owned affordable housing units at Washington Oaks for a period of 12 to 18 months to

income-qualified and appropriately sized households displaced by the Griggs Farm Fire;

2. The Mayor and Clerk of Princeton are hereby authorized to execute any and all lease documents necessary in order to rent these units to income-qualified and appropriately sized households displaced by the Griggs Farm Fire;
3. A certified true copy of this resolution shall be furnished by the Princeton Clerk to the Princeton Housing Board and Ms. Maureen Fullaway, the Princeton Affordable Housing Manager, upon its adoption.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

\_\_\_\_\_  
 Kathleen K. Brzezynski, Municipal Clerk

**ATTACHMENTS:**

- Griggs Farm rental memo (DOC)
- Griggs Farm rental resolution HB (DOCX)



## PRINCETON AFFORDABLE HOUSING

Monument Hall  
1 Monument Drive  
Princeton, NJ 08540  
609-688-2029  
Fax: 609-688-2053  
mfullaway@princetonnj.gov

### MEMORANDUM

To: Mayor & Council of Princeton

From: Maureen Fullaway, Affordable Housing Manager

Date: January 19<sup>th</sup>, 2018

Re: **RESOLUTION FOR TEMPORARY RENTALS OF PRINCETON AFFORDABLE SALES UNITS FOR GRIGGS FARM VICTIMS**

The Princeton Housing Board, at its meeting on January 9<sup>th</sup>, 2018, approved the recommendation to temporarily rent the units owned by Princeton as part of its Affordable Housing Sales Program to the tenants displaced by the Griggs Farm fire on December 27<sup>th</sup>, 2017. The rental status of these affordable units is a temporary arrangement and these units will revert back to affordable sales units after the 12 to 18 month period.

The Housing Board respectfully requests that Mayor and Council consider this Resolution at its meeting on February 12<sup>th</sup>, 2018.

Thank you.

Maureen Fullaway  
Affordable Housing Manager

Attachments

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

**PRINCETON HOUSING BOARD  
RESOLUTION NO. 2018 -**

WHEREAS, as part of its Affordable Housing Program, Princeton currently owns several affordable housing units at Washington Oaks;

WHEREAS, the units Princeton owns include an efficiency unit, a one-bedroom unit and a soon to be purchased two-bedroom unit with additional future purchases possible;

WHEREAS, on December 27, 2017 a fatal fire at the Griggs Farm Condominium complex displaced 24 households who rent affordable units at Griggs Farm;

WHEREAS, the displaced tenants are in immediate need of affordable rental housing until they can either move back to Griggs Farm or find other permanent affordable housing;

WHEREAS, the Princeton Housing Board has discussed these temporary rental and recommends to allow several of the displaced tenants to rent the Princeton owned affordable units at Washington Oaks for a maximum period of 12 to 18 months until their rental units at Griggs Farm can be reoccupied or until they find other appropriate affordable rentals (whichever is sooner);

WHEREAS, the rental status of these affordable units is a temporary arrangement and these units will revert back to affordable sales units after the 12 to 18 month period;

NOW, THEREFORE, BE IT RESOLVED by the Princeton Housing Board as follows:

1. The Princeton Housing Board hereby recommends that the Princeton Mayor and Council approve the rental of Princeton-owned affordable housing units at Washington Oaks for a period of 12 to 18 months to income-qualified and appropriately sized households displaced by the Griggs Farm Fire;

2. A certified true copy of this resolution shall be furnished by the Princeton Clerk to the Princeton Housing Board and Ms. Maureen Fullaway, the Princeton Affordable Housing Manager, upon its adoption.

CERTIFICATION

I, Maureen Fullaway, the Princeton Affordable Housing Program Manager, hereby certify that the foregoing resolution was adopted by the Princeton Housing Board at its meeting held on the 9<sup>th</sup> day of January, 2018.

A handwritten signature in cursive script that reads "Maureen Fullaway". The signature is written in black ink on a light-colored background.

Maureen Fullaway  
Princeton Affordable Housing Manager



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Clerk

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**RESOLUTION 18-77**

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**Resolution Authorizing Tax Assessor to Act As Agent for Princeton for the Purpose of Filing and Settling Tax Appeals on Behalf of the Taxing District for the Tax Year 2018**

**WHEREAS**, the Tax Assessor is knowledgeable regarding the valuation and assessment of properties in Princeton; and

**WHEREAS**, the Tax Assessor has the statutory responsibility, pursuant to N.J.S.A. 54:4-23 to 36, to set assessments for properties in Princeton under the Local Property Tax, N.J.S.A. 54:4-1 et seq; and

**WHEREAS**, the governing body of the Taxing District deems the Tax Assessor to be responsible and acting in the best interests of the municipality;

**THEREFORE, BE IT RESOLVED**, by the Council of Princeton, that the Tax Assessor is hereby authorized to act as agent for the Taxing District without further governing body approval to;

1. Determine when tax appeals, cross appeals, complaints and counterclaims should be filed on behalf of the Taxing District with regard to any property located in Princeton and accordingly direct the attorney for the Taxing District to file such documents with either the County Tax Board or Tax Court of New Jersey as deemed appropriate;

2. Resolve and settle, with the consent of the Princeton tax attorney, tax appeals pending before the County Tax Board, Tax Court or Appellate Courts for any tax year and authorize the attorney for the Taxing District to formalize such settlements in the appropriate Courts and/or County Tax Board.

3. The Tax Assessor’s authority shall be limited to settle tax appeals involving tax refunds of \$50,000.00 or less in property taxes per assessable parcel per tax year.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Ye a	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

---

Kathleen K. Brzezynski, Municipal Clerk

**ATTACHMENTS:**

- Tax Appeals (PDF)

# Harry Haushalter

Attorney at Law  
Lexington Square Commons  
2119 Route #33, Suite A  
Hamilton Sq., New Jersey 08690  
(609) 631-7388  
Telecopier (609) 631-7329  
ATTY ID 263791970  
haushalter@optonline.net

January 29, 2018

## VIA EMAIL

Marc Dashield, Administrator  
Princeton  
400 Witherspoon Street  
Princeton, NJ 08540

Re: Princeton  
Resolution-Assessor File/Settle Tax Appeals (2018)

Dear Marc:

I am enclosing a proposed resolution authorizing Neal Snyder to settle tax appeals and initiate appeal filings. This resolution is consistent with the resolution adopted last year.

Please advise if you need any further information from me.

Thank you very much for your valuable assistance.

Very truly yours,



Harry Haushalter

HH:kah

Enc.

cc: Neal Snyder, CTA (w/enc) via email



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Engineering

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**RESOLUTION 18-78**

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**Resolution Authorizing a Professional Services Agreement with Bowman Consulting Group, Ltd. for Professional Surveying Services in 2018 Associated with the Harrison Street North/Hamilton Avenue Easement Surveying and Documents for an Amount not to exceed \$4,900.00**

**WHEREAS**, the Municipality of Princeton desires to retain the services of a Professional Land Surveyor for purposes of developing documents for easements on behalf of Princeton; and

**WHEREAS**, Bowman Consulting Group, Ltd. has provided a proposal to Princeton for purposes of performing the sought-after professional surveying services for the preparation of right of way acquisition maps and metes and bounds descriptions for permanent easements at the Hamilton Avenue / Harrison Street North intersection for the not to exceed contract amount of \$4,900.00 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, Bowman Consulting Group, Ltd. has completed and filed with Princeton the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8, Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 and affidavit pursuant section 2-87 of the Princeton Code (collectively, the “Pay-to-Play Forms”); and

**WHEREAS**, the agreement shall be for an amount not to exceed \$4,900.00, as more specifically detailed in Bowman Consulting Group, Ltd.’s proposal; and

**WHEREAS**, the Chief Financial Officer has certified that sufficient funds are available in account 04-215-16-020-076-363 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 Bowman Consulting Group, Ltd. for professional land surveying 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. Bowman Consulting Group shall be paid a fee not to exceed \$4,900.00. The term of the agreement shall be one year.
4. A copy of this Resolution, the Pay-to-Play Forms and the agreement shall be placed on file in the Office of the Clerk.
5. A notice of this action shall be published in the official newspaper as required by law.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a

true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

---

Kathleen K. Brzezynski, Municipal Clerk

**ATTACHMENTS:**

- Memo for PSA Bowman Consulting - Easement Survey Services (DOCX)
- PSA Bowman Consulting - Survey Services (DOCX)
- Exhibit A - Proposal for PSA Bowman Consulting - Survey Services (PDF)
- Exhibit B & C - PSA Bowman Consulting - Survey Services (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*

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

**MEMORANDUM**

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

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

**DATE:** February 6, 2018

**SUBJECT:** **Professional Services Agreement in the Not to Exceed Amount of \$4,900.00 with Bowman Consulting Group, Ltd. for Professional Surveying Services Associated with Harrison Street North / Hamilton Avenue Easement Survey and Documents**

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A requirement of the municipality's federal Safe Routes to School grant is to certify that we own all of the right of way where construction of improvements is planned. Upon review of the boundary and improvement survey, it was found that some of the existing sidewalk network at the Hamilton Avenue / Harrison Street intersection is on private property. In order to correct this situation and provided the required certifications, permanent easements are required at each corner. Council previously approved Ordinance 2017-54, which set a total budget amount of \$25,000.00 available for the purchase of the four easements.

In order to complete the easement negotiations and purchase the easements, legal descriptions of the land to be encumbered must be prepared by a licensed land surveyor. To that end, the Princeton Engineering Department contacted four (4) firms for proposals and the following two proposals were received:

1	Bowman Consulting Group, Ltd. Cedar Knolls, NJ	\$4,900.00
2	WSP USA, Inc. Lawrenceville, NJ	\$8,295.66

The Bowman Consulting Group has satisfactorily completed surveying services for Princeton and the \$4,900.00 amount is a reasonable cost for the services to be provided. We respectfully respect Council's approval of this attached professional services agreement.

Please contact me or Jeff Laux, E.I.T., Construction Engineer, if you have any questions.

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement" or "agreement") entered into this 12<sup>th</sup> day of February, 2018 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 Bowman Consulting Group, Ltd., 54 Horsehill Road, Cedar Knolls, NJ 07927 (hereafter referred to as "CONSULTANT").

### WITNESS

WHEREAS, PRINCETON desires to obtain the services of a professional land surveyor services for the preparation of easement acquisition maps and metes and bounds descriptions for the proposed traffic signal and sidewalk improvements at Harrison Street North and Hamilton Avenue intersection; and

WHEREAS, on December 27, 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 the 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:

2. Scope of Services. CONSULTANT shall use its best efforts to perform professional services and other related duties as follows: professional surveying services for the preparation of easement acquisition maps and metes and bounds descriptions for four (4) properties at the Harrison Street North / Hamilton Avenue intersection for the proposed traffic improvements. 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 the CONSULTANT's proposal and this Agreement, the terms of this Agreement shall control.
3. Term.
  - a. This Agreement shall become effective on February 12, 2018 and shall terminate on February 12, 2019, subject to the termination provisions set forth in subsection 2b. below.
  - b. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other, to the address as set forth on page 1 above.

4. Compensation; Manner of Payment.
  - a. The anticipated cost of CONSULTANT's services as described herein shall not exceed four thousand nine hundred dollars and no cents (\$4,900.00), 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.
    - a. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of an audited and approved voucher.
5. Affirmative Action/Equal Employment. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit B.
6. 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.
7. Political Contributions.
  - a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.

- b. In accordance with section 2-87 of the Princeton Code, CONSULTANT shall not make or solicit any contribution of money, or pledge of a contribution, including in-kind contributions, or loans, to a municipal campaign committee or fund of any candidate for, or holder of, a public office within PRINCETON having ultimate responsibility for the award of this Agreement, or campaign committee financially supporting such candidate or officeholder, or to any political action committee (PAC) that engages in the support of municipal elections and/or municipal parties, or to any PRINCETON or Mercer County party committee, between the time of first communications between that business entity and PRINCETON regarding this Agreement and the later of the termination of negotiations or the completion of the Agreement.
- c. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if CONSULTANT receives contracts in excess of \$50,000 from public entities in a calendar year. It is CONSULTANT responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or [www.elec.state.nj.us](http://www.elec.state.nj.us).

7. Insurance; Hold Harmless.

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

8. Complete Agreement. This Agreement and any attachments hereto or incorporated by reference represents the entire contract between the

parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

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

**ATTEST:**

**PRINCETON, a municipal corporation  
of the State of New Jersey**

\_\_\_\_\_  
Kathleen K. Brzezynski, Clerk

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

**Bowman Consulting Group, Ltd.**

\_\_\_\_\_

By: \_\_\_\_\_  
David B. Dixon, P.L.S.  
Director of Surveying

By e-mail [jlaux@princetonnj.gov](mailto:jlaux@princetonnj.gov)

December 27, 2017

Mr. Jeffrey Laux, EIT,  
Municipality of Princeton  
400 Witherspoon Street  
Princeton, New Jersey 08540-3496

**RE: Proposal for Professional Services  
N. Harrison Street and Hamilton Avenue  
Princeton, Mercer County, New Jersey**

Dear Mr. Laux:

Thank you for this opportunity to submit the following proposal for professional land surveying services for the above captioned project. The area of interest includes four properties at the intersection of North Harrison Street and Hamilton Avenue. The intention of the survey base mapping is to gather sufficient planimetric information for the development of documents for the acquisition of easements for the proposed traffic and sidewalk improvements at this intersection. Exhibits and easement descriptions will be prepared individually for each affected lot. We propose to perform our services in accordance with your "Survey Services for Right of Way Engineering" and Request for Proposals dated December 13, 2017, subject to the following items of understanding and clarification:

- 1.) Utility information will be based on above ground observation only and supplemented with available utility records for location, size and material type. Inverts will be obtained where accessible. The Municipality of Princeton will provide a utility mark-out. Test pits are not included.
- 2.) Wetland delineations and mapping are not included.
- 3.) Final survey plans are intended to be suitable for the acquisition of the necessary permanent easements. Plans may not be suitable for traffic signal or sidewalk design and/or construction.

Our fee for the above services is: \$ 4,900.00

We appreciate your confidence in our firm and look forward to participating in this project. Our contract conditions and hourly rates are attached and made a part of this proposal. Please review this proposal and if you find it acceptable please sign below and return one copy to us. Thank you for your consideration of Bowman Consulting Group.

Very truly yours,



David B. Dixon, PLS  
Director of Surveying  
[ddixon@bowmanconsulting.com](mailto:ddixon@bowmanconsulting.com)

cc: Deanna Stockton, PE  
Fred Shultz

**AGREEMENT**

The undersigned accepts this proposal and the terms and conditions stated herein or as attached and authorizes Bowman Consulting to proceed with the services as outlined. The undersigned accepts full responsibility for payment for services performed as described above.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**Contact information for accounts payable if different from addressee:**

\_\_\_\_\_ phone, fax

\_\_\_\_\_ email address

**Email Invoices? YES  NO  (If yes paper copies will not be mailed)**

\_\_\_\_\_ corporate entity

\_\_\_\_\_ street address

\_\_\_\_\_ city, state, zip

## **2017 STANDARD CONTRACT CONDITIONS**

### **1. BILLING FREQUENCY**

Projects with fixed fees will be billed monthly based on an estimated percentage of completion of the various items outlined in the proposal. Time and Expense projects will be billed monthly and show the name, hours, and hourly rate for each person that worked on the project that month. Invoices are payable upon receipt.

### **2. FEE TERM LIMIT and PROPOSAL TERM LIMIT**

Quoted fees and hourly rates are subject to annual increases in January. Proposals not accepted within sixty (60) days of issuance may be withdrawn by Bowman Consulting Group, Ltd. (BCG).

### **3. CLIENT RESPONSIBILITIES and CLIENT SUPPLIED DATA RELIANCE**

Client agrees to provide BCG with all known site related information and will give prompt written notice regarding anything that could affect BCG services, and agrees that BCG is not to be responsible for information provided by client or by others and client confirms that proper releases have been obtained for all digital data provided. BCG does not accept responsibility for information furnished by the client for use on this project. This includes, but is not limited to: boundary and topographic surveys; architectural plans; title data; soil logs; and percolation tests. If digital files are provided by client, it is assumed that proper releases have been received from original design professionals.

### **4. STANDARD OF CARE**

All services provided by BCG pursuant to the proposal to which these terms are attached, and any additional services, shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants, under similar circumstances in the general locale, and at the time of performance of services. No guarantee or warranty, express or implied, is included in this proposal.

### **5. USE OF DIGITAL FILES**

Digital files which may be released by BCG are issued solely for the convenience of the client and shall not be reissued without the express consent of BCG. BCG makes no representation as to long term compatibility, usability, or readability of any digital files that may be released, it being understood that the only documents that may be relied upon by client or others are hard copies that are signed and sealed by BCG. Digital files which may be released by BCG shall become the responsibility of others upon release.

### **6. FEES NOT CONTINGENT UPON GAINING APPROVAL**

BCG makes no guarantees regarding project success or issuance of any regulatory approvals by governmental agencies, and client agrees that BCG compensation is not contingent upon obtaining any regulatory or other governmental approvals.

### **7. CONSTRUCTION ISSUES and RESPONSIBILITY TO FOLLOW REGULATIONS**

BCG shall have no control over or responsibility for the means, methods, techniques, sequence, or procedures of construction, for safety precautions and programs incidental to the work of any construction contractors, or for the failure on the part of any such contractor to comply with applicable laws, rules, regulations, ordinances, or codes, or for the use by any contractor of any digital files prepared in connection with the proposal to which these terms are attached. It is further understood and agreed that no digital files prepared by BCG are to be used for field stakeouts or other construction purposes.

### **8. DESIGN CHANGES BY OTHERS**

Client agrees that design changes by others during the course of construction, without the coordination with and express approval of BCG, shall be at the sole risk of the client and not the responsibility of BCG.

### **9. LIMITATION OF LIABILITY**

In recognition of the relative risks, rewards and benefits of the project to both the Client and BCG, the parties agree that BCG's total liability to the Client for any and all losses, expenses, injuries, claims or damages arising out of the service provided by BCG hereunder, from any cause or causes, shall not exceed the total amount of \$25,000, or the amount of BCG's fee (whichever is greater). This limitation shall apply to claims based upon breach of contract, negligence, or any other theory.

### **10. CHOICE OF LAW**

The laws of the State of New Jersey will govern the validity of this Agreement, its interpretation and performance excluding choice-of-law principles of the law of such state that would require the application of the laws of a jurisdiction other than New Jersey.

### **11. SUBMISSION TO JURISDICTION**

Each party to this Agreement consents and agrees that any legal action or proceeding with respect to this Agreement and any action for enforcement of any judgment in respect of this Agreement will be brought in any state or federal court in the State of New Jersey, and each party to this Agreement hereby submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts from any appeal thereof.

### **12. FORCE MAJEURE**

Neither party shall be liable to the other for any delay or failure in performance of any obligations under this Agreement to the extent such delay or failure is caused by fire, flood, earthquake, civil, governmental or military authority, acts of God, war, terrorist acts, or other similar causes beyond such party's reasonable control and without the fault or negligence of such delayed or nonperforming party.

### **13. LATE PAYMENT OF INVOICES**

A charge of one percent (1.5%) per month compounded monthly shall be charged for all amounts not paid within thirty (30) days of the invoice date. If invoices are not paid within sixty (60) days of billing date, work on the project may be suspended until such time as that account is brought current. If work is suspended due to non-payment of invoices, BCG will not be responsible for any damages or

delays that may result. Should a project become dormant for more than 9 months a resumption fee may be required prior to continuation of work.

**14. INVOICE DISPUTES**

Any disputes with invoice content shall be made in writing within ten (10) days of the invoice date. In the event of a dispute, BCG and the Client agree to make prompt and good faith efforts in order to resolve the dispute. In the event of a failure to resolve such dispute, BCG reserves the right to suspend or terminate its services after sixty (60) days. Any election to suspend services shall not preclude a later election to terminate. Any failure by BCG to suspend or terminate services shall not constitute a waiver of these or any other rights. If work is suspended or terminated due to non-payment of invoices, BCG will not be responsible for any damages or delays that may result.

**15. TOPOGRAPHIC MAPPING LIMITATIONS**

If the Scope of Services for this Agreement includes topographic mapping, BCG shall perform the work necessary to produce the required topographic mapping and/or shall retain an independent sub-consultant to perform topographic mapping services. The topographic mapping shall be prepared in conformance with generally accepted standards for aerial mapping services. If the location of subsurface information (i.e., underground utilities, storage tanks, structures, etc.) is to be shown on mapping by BCG, the topographic survey shall be limited to the extent of the information provided by the Client or others. BCG shall not be responsible for any unknown conditions not identified in the information provided to BCG.

**16. EARTHWORK ANALYSIS LIMITATIONS**

Any BCG earthwork analysis that may be performed is based on the topographic mapping used as the base map for plan preparation and that such topographic mapping has certain standard tolerances and accuracy limits. The Client understands that earthwork quantities may vary depending on factors such as: topographic map accuracy limitations, topsoil depths, soil conditions, soil shrinkage and swell characteristics, construction changes, replacement of unsuitable soils, construction methods, and earthwork calculation methods. Earthwork data provided by BCG is to assist the Client in understanding the general earthwork requirements. To determine actual quantities and cost associates with required earthwork, the client must solicit actual construction bids from qualified contractors

**17. SURVEY WORK**

Unless specifically agreed to in writing otherwise, survey work is not done at prevailing wages. For time and expense projects survey hourly rates apply portal to portal.

**18. THIRD PARTIES**

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Parties hereto. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Parties and not for the benefit of any other party.

**19. ENTIRE AGREEMENT/CHANGES IN WRITING**

This Agreement sets forth and constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between the parties respecting the subject matter of the Agreement. This Agreement may not be released, discharged, amended, or modified in any manner except by an instrument in writing signed by each of the Parties.

**20. REIMBURSABLE EXPENSES**

Reimbursable expenses include certain outside service expenses specifically agreed to, and will be invoiced at our cost plus 15 percent. Reproduction expenses will be in accordance with our standard schedule.

**21. FEE PROPOSAL FOR ADDITIONAL SERVICES**

Additional work not included in the above proposal and determined to be needed will be addressed with an addendum to this proposal. In the event that agreed upon additional services are performed on a time basis, they will be billed at our hourly rates in effect at the time such services are actually performed.

**HOURLY BILLING RATES – JANUARY 1, 2017**

Sr. Principal	\$260.00	Regulatory Specialist	\$220.00
Principal	\$235.00	Sr. Construction Observer	\$125.00
Chief Engineer	\$220.00	Construction Observer	\$115.00
Sr. Project Manager	\$210.00	Principal/PLS	\$195.00
Project Manager	\$200.00	Sr. Project Manager/PLS	\$190.00
Sr. Project Engineer	\$185.00	Project Manager/PLS	\$182.00
Project Engineer	\$175.00	Survey Technician III	\$125.00
Staff Engineer	\$165.00	Survey Technician II	\$110.00
Sr. Project Designer	\$155.00	Survey Technician I	\$ 95.00
Project Designer	\$145.00	3-Man Field Crew	\$210.00
Staff Designer	\$135.00	Survey Field Crew	\$180.00
Sr. Landscape Architect	\$180.00	3D Scanning Crew	\$225.00
Project Landscape Architect	\$160.00	3D Modeling Technician	\$120.00
Staff Landscape Architect	\$135.00	Administrative Professional	\$ 75.00

Public Meetings will be billed as follows:

Sr. Principal	\$975.00
Principal	\$875.00
Staff Professional	\$775.00

**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 18-79**

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**A Resolution Amending Resolution 18-9, Which Provided for a Professional Services Agreement with Gregory Sandusky, P.E., P.L.S. for Development Application Land Surveying Services for 2018, to Expire on April 30, 2018 for an Amount not to Exceed \$5,000.00**

**WHEREAS**, the municipality of Princeton desires to retain the services of a professional land surveying consulting services for purposes of reviewing development applications on behalf of Princeton's land use boards; and

**WHEREAS**, Princeton Mayor and Council approved Resolution 18-9, which authorized a professional services contract in the not exceed amount of \$5,000.00 and a term of one year with Gregory Sandusky, P.E., P.L.S. for the sought-after development application professional land surveying consulting services; and

**WHEREAS**, the Chief Financial Officer will has certified that sufficient funds are available in the appropriate development escrow account to pay for said services; and

**WHEREAS**, Gregory Sandusky, P.E., P.L.S. has requested that this professional services agreement term be amended to expire on April 30, 2018, and the Engineering Department has no objection.

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

1. The Mayor and Clerk are hereby authorized and directed to execute an amended agreement with Gregory Sandusky, P.E., P.L.S. for professional land surveying consulting services for development applications on behalf of Princeton's land use

boards, 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. Consultant fees shall be paid in accordance with the 2018 Gregory Sandusky, P.E., P.L.S. Fee Schedule for the work hours completed. The professional services agreement amount shall not to exceed \$5,000.00. The term of the agreement shall be until April 30, 2018.
4. A copy of this Resolution, the Pay-to-Play Forms and the agreement shall be placed on file in the Office of the Clerk.
5. A notice of this action shall be published in the official newspaper as required by law.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

\_\_\_\_\_  
 Kathleen K. Brzezynski, Municipal Clerk

**ATTACHMENTS:**

- Memo- Amended Agmt-Sandusky P.E. P.L.S (DOCX)
- Gregory Sandusky, P.E., PLS -2018 Agreement - Amended (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*

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

**MEMORANDUM**

TO: Marc D. Dashiield, Administrator

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

DATE: February 1, 2018

SUBJECT: **Amended Professional Services Agreement in the Not to Exceed Amount of \$5,000.00 with Gregory Sandusky for Development Application Professional Land Consulting Services**

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On January 2, 2018, Princeton Council approved Resolution 18-9, which authorized a professional services agreement for development application professional land surveying consulting services with Gregory Sandusky, P.E., P.L.S. for a term of one year ending on December 31, 2018.

Mr. Sandusky has requested that the term of the professional services agreement be amended to end on April 30, 2018. The Engineering Department has no issue with this request, and recommends that Council consider an amendment at its February 12, 2018 meeting.

If and when these professional services are needed in relation to a development application, the Engineering Department will submit a new resolution and recommend a professional services agreement for authorization.

Please contact me or Jack West, P.E., Land Use Engineer, if you have any questions.

**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made this 12th day of February 2018 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 Greg Sandusky, P.E., P.L.S., 505 Willow Street, Robbinsville, NJ 08691 (hereafter referred to as "**CONSULTANT**").

**WITNESSETH:**

WHEREAS, **PRINCETON** wishes to retain a professional land surveying consulting services in the calendar year 2018 to undertake reviews of any and all land development applications referred by **PRINCETON** to **CONSULTANT**; and

WHEREAS, **PRINCETON** has adopted a Resolution pursuant to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-3 et seq., authorizing the award of a contract for Professional Services without competitive bidding to the **CONSULTANT** as permitted by law.

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

1. **PRINCETON** hereby retains the **CONSULTANT** through April 30, 2018 to undertake any and all reviews of land development applications referred to the **CONSULTANT** by the **PRINCETON** staff through the **PRINCETON** Planning Board or the **PRINCETON** Zoning Board of Adjustment

2. The **CONSULTANT** agrees to review and evaluate all land development applications referred to the **CONSULTANT** in a timely fashion. The **CONSULTANT** will supply reports to the **PRINCETON** Engineering Department regarding issues raised in said professional land surveying consulting services. The scope of the **CONSULTANT'S** review of individual land development applications will be specifically set forth in writing by **PRINCETON**. All work referred to the **CONSULTANT** by **PRINCETON** will be coordinated with the **PRINCETON** Engineer, the Assistant **PRINCETON** Engineer, the Planning Director, the Executive Secretary of the **PRINCETON** Planning Board, the Zoning Officer or Secretary to the **PRINCETON** Zoning Board of Adjustment and such subcommittees of the various Boards as appropriate. The **CONSULTANT** agrees to complete all of its work within the statutory review periods as provided for by the New Jersey Municipal Land Use Law and the **PRINCETON** Land Use Code. The **CONSULTANT** shall meet with representatives of **PRINCETON** as necessary in order to discuss with said **PRINCETON** representatives the various land development applications and to exchange and acquire information with regard to same. The work authorized by this agreement shall not be undertaken until sufficient funds have been deposited for same by the land development applicants. No certificate of availability of funds by the **PRINCETON** Chief Financial Officer is required at this time since services will not be requested until said sufficient funds have been received in the appropriate land development escrow account. If **PRINCETON** requests a

specific, written estimate from **CONSULTANT** as to the amount of the escrow deposit that should be sufficient for the **CONSULTANT**'s work, then the **CONSULTANT** shall promptly prepare and submit said estimate to **PRINCETON**. **PRINCETON** shall issue a specific purchase order against the appropriate land development escrow account before any work shall be undertaken by the **CONSULTANT**.

3. The **CONSULTANT** will invoice **PRINCETON** by voucher on a monthly basis, showing the professional time spent, hourly rates of said professional (in quarter-hour increments) and reimbursable direct expenses for such matters as telephone, photocopying and postage. The **CONSULTANT** shall bill **PRINCETON** at the **CONSULTANT**'s 2018 rates per attached Exhibit A. A brief description of the work completed with each invoice shall be submitted. Separate invoices will be prepared on each separate land development application. Pursuant to *N.J.S.A. 40:55D-53 et seq.*, the **CONSULTANT** shall furnish copies of the **CONSULTANT**'s invoices directly to the land development applicant. Invoices and payments, however, shall be addressed to the **PRINCETON** Engineer and the responsibility for payment of same shall be with **PRINCETON**. **PRINCETON** will bill against the various land development escrow deposits for specific work performed on given applications by the **CONSULTANT**. If there are not sufficient funds on deposit with **PRINCETON** for the **CONSULTANT**'s work, **PRINCETON** shall so notify the **CONSULTANT**, and all work shall be suspended until sufficient funds are available.

4. The **CONSULTANT** agrees that Greg Sandusky, P.E., P.L.S., shall be considered the primary person responsible for coordinating the completion of the above referenced services for **PRINCETON**'s land development applications.
5. **PRINCETON** and **CONSULTANT** hereby incorporate into this Contract the mandatory affirmative action language as set forth on Exhibit B attached hereto.
6. The **CONSULTANT** agrees to furnish to **PRINCETON**'s Chief Financial Officer a copy of its New Jersey Business Registration Certificate per Exhibit C.
7. The **CONSULTANT** agrees to adhere to the requirements of the New Jersey Local Unit Pay to Play Act, *N.J.S.A 19:44A-20.7*, as per attached Exhibit D.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals 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

\_\_\_\_\_

By: \_\_\_\_\_  
Gregory Sandusky, P.E., P.L.S.



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Engineering

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**RESOLUTION 18-80**

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**Resolution Authorizing an Amended Agreement with the Allison Road Homeowners Association for the Reimbursement of \$979.22 for Private Services Performed in 2016 Under the New Jersey Municipal Services Act**

**WHEREAS**, *N.J.S.A. 40:67-23.2 et seq.*, the New Jersey Municipal Services Act (“hereinafter referred to as the “Act”) requires Princeton to reimburse Qualified Private Communities within Princeton for certain municipal services; and

**WHEREAS**, the Princeton Engineering Department has determined that the Qualified Private Community known as Allison Road Homeowners Association as set forth on in the agreement attached hereto and made a part hereof is entitled to reimbursement for the calendar year 2016 for the following service: (1) removal of snow, ice and other obstructions from the roads and streets within the Qualified Private Community; and

**WHEREAS**, *N.J.S.A. 40:67-23.5a* requires that Princeton enter into a written agreement with said Qualified Private Communities to annually reimburse said Qualified Private Communities in an amount not to exceed the cost that would be incurred by Princeton in providing those services directly; and

**WHEREAS**, Princeton wishes to satisfy said annual reimbursement.

**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 a New Jersey Municipal Services Agreement with the Qualified Private Community know as Preserve Homeowners Association. Said Qualified Private Community shall be reimbursed by Princeton for the annual, reimbursable expenses outlined hereinabove in accordance with the

calculations prepared by the Princeton Engineering Department.

2. A certified true copy of this resolution shall be furnished to the Qualified Private Community upon its adoption.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

\_\_\_\_\_  
 Kathleen K. Brzezynski, Municipal Clerk

**ATTACHMENTS:**

- Memo to Marc Dashield- 2016 Municipal Reimbursement to Allison Road Homeowners Association-Amended (DOCX)
- Allison Road Homeowners Association Municipal Services Agreement - 2016- amended (DOCX)



*Municipality of Princeton*

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

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

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

**MEMORANDUM**

**TO:** Marc Dashield, Administrator

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

**DATE:** February 7, 2018

**SUBJECT: 2016 Municipal Act Reimbursement to Allison Road Homeowners Association in an Amount Not to Exceed \$979.22**

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On January 8, 2018, the Council approved Resolution 18-41 for reimbursement for snow removal and brush and leaf collection services to the Allison Road Homeowners Association. We have since been advised by the Association that they receive municipal services for brush and leaf collection; thus, the previous Resolution must be amended to provide reimbursement for snow removal only.

Please find attached an amended resolution and agreement for the 2016 Municipal Services Act reimbursement to Allison Road Homeowners Association, a Qualified Private Community, for the removal of snow as detailed in the attached Schedule A.

Sandra Webb, CFO, has confirmed that sufficient funds have been budgeted and are available in account # 01-203-26-325-635 for the reimbursement.

Please contact me if you have any questions.

DLS/rr

C: Kathleen Brzezynski, Municipal Clerk  
Delores Williams, Deputy Municipal Clerk  
Trishka W. Cecil, Municipal Attorney  
Sandra Webb, CFO  
Don Mayer Brown, Project Manager

## AGREEMENT

This agreement entered into on this \_\_ day of \_\_\_\_\_, 2018, 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 **The Allison Road Homeowners Association**, a qualified private community as that term is defined by *N.J.S.A. 40:67-23.2 et seq.* (hereinafter referred to as “**Qualified Private Community**”).

## WITNESS

**WHEREAS**, the New Jersey Municipal Services Act, *N.J.S.A. 40:67-23.2 et seq.* requires that **Princeton** annually reimburse the **Qualified Private Community** for the following service: (1) removal of snow, ice and other obstructions from the roads and streets within said **Qualified Private Community**; and

**WHEREAS**, the **Princeton** Engineering Department has calculated the reimbursement entitled to the **Qualified Private Community**, said calculation set forth on Schedule “A” attached hereto and made a part hereof.

**NOW THEREFORE**, in consideration of the mutual promises and agreements set forth herein, **Princeton** and the **Qualified Private Community** agree as follows:

1. **Princeton** shall reimburse the **Private Qualified Community** for the aforementioned municipal services for the calendar year set forth on Schedule “A” attached hereto and made a part hereof and in the amount set forth on Schedule “A”.

2. This agreement shall serve as the written agreement providing for the annual reimbursement to the **Qualified Private Community** in an amount not to exceed the cost that would be incurred by **Princeton** in providing said services pursuant to *N.J.S.A. 40:67-23.5*.

3. The amount of the reimbursement to the **Qualified Private Community** as set forth on Schedule “A” attached shall be used by the **Qualified Private Community** to pay for the service which **Princeton** chooses not to provide, and that amount shall be the actual cost to the **Qualified**

**Private Community** providing that service, but not exceeding the amount which **Princeton** would have expended on that service if it were provided directly by **Princeton** to the **Qualified Private Community**.

4. The **Qualified Private Community** pursuant to *N.J.S.A. 40:67-23.5c* shall provide an accounting to **Princeton** for the use of the money paid over to it by **Princeton** and as set forth on Schedule "A" attached and shall refund **Princeton** any payments in excess of the amounts actually expended or contractually committed by the **Qualified Private Community** during the annual period set forth on Schedule "A" in order to provide for the services covered by this agreement.

5. This written agreement shall annually renew with **Princeton** providing annually to the **Qualified Private Community** an updated and current Schedule "A" setting forth the annual reimbursement owed to the **Qualified Private Community**.

**IN WITNESS WHEREOF**, the parties have hereunto 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

\_\_\_\_\_  
Allison Road Homeowners Association

\_\_\_\_\_

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

## SCHEDULE A

ALLISON ROAD HOMEOWNERS ASSOCIATION						
Private HOA Roadways	LF	MILE	Percentage of Municipal 120 Miles of Roadway			No. of Housing Units
Allison Road	950	0.18	0.001			15
<b>SNOW REMOVAL REIMBURSEMENT</b>						
Municipal Cost	Percentage of Municipal 120 Miles of Roadway					Totals
\$653,085.18	0.001					\$979.22
<b>2016 REIMBURSEMENT DUE:</b>						
					<b>Snow Removal</b>	<b><u>\$979.22</u></b>



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Clerk

**RESOLUTION 18-81**

**Resolution Authorizing Appointments to the Local Emergency Planning Committee**

WHEREAS, Federal and State regulations require the appointment of a Local Emergency Planning Committee; and

WHEREAS, Princeton wishes to comply with said regulations.

NOW, THEREFORE, BE IT RESOLVED by the municipality of Princeton, as follows:

The Mayor and Council of Princeton hereby appoints the following to the Princeton Local Emergency Planning Committee:

- Robert Gregory                      Emergency Management Coordinator
- Nicholas Sutter                     Deputy Emergency Management Coordinator
- Heather Howard                    Police Commissioner
- Leticia Fraga                        Councilwoman
- David Cohen                         Councilman
- Marc Dashield                      Municipal Administrator
- Jeffrey Grosser                     Assistant Municipal Administrator
- Robert Hough                      Director of Infrastructure and Operations
- Deanna Stockton                  Municipal Engineer
- Bernard Miller                      Citizen Appointment
- Rosemary Kelley                  Citizen Appointment
- Paul Ominsky                        Executive Director, Princeton University Public Safety
- Dann Dingle                         Public Safety Director, Penn Medicine Princeton Health
- Gary Weisman                       Facilities Director, Princeton Public Schools

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held

February 12, 2018.

---

Kathleen K. Brzezynski, Municipal Clerk



**RESOLUTION 18-82**

**Resolution Authorizing Appointments to Boards, Commissions and Committees**

BE IT RESOLVED by the Mayor and Council of Princeton:

The following appointments are hereby made:

Name and Board	Term	Expires
Julie Ramirez, Citizens Finance Committee	3 year	1/1/2021
Sarah Vania, Civil Rights Commission	2 year	1/1/2019*
Lisa Serieyssel, Complete Streets	3 year	1/1/2021

\*Filling an unexpired term

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Ye a	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

\_\_\_\_\_  
 Kathleen K. Brzezynski, Municipal Clerk



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Clerk

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**RESOLUTION 18-83**

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**Resolution Establishing an Economic Development Committee**

WHEREAS, the municipality wants to support an environment of partnership and collaboration with the private sector to achieve a vibrant and healthy local economy; and

WHEREAS, the municipality values a strong, varied and diverse set of businesses; and

WHEREAS, the municipality wishes to stimulate sustainable growth and encourage new investment and innovation in Princeton; and

WHEREAS, the municipality wishes to expand revenue streams outside of residential property taxes by fostering a healthy and vibrant commercial and retail environment; and

WHEREAS, the Economic Development Task Force made recommendations regarding the encouragement and management of economic development in Princeton in a December 2017 report to the Princeton Council; and

WHEREAS, the Task Force included in its recommendations the establishment of an Economic Development Commission; and

WHEREAS, recognizing the importance of this economic planning effort to the future of our municipality, the Task Force further recommended that the Mayor and Council make available funding in 2018 for the Economic Development Commission to hire professional consultants to assist with the work as deemed to be necessary and subject to the approval of Council.

Now, Therefore, Be It Resolved by the Mayor and Council of Princeton as follows:

1. The Mayor and Council hereby establish the Economic Development Commission and charge it with producing a Municipality of Princeton Economic Development Plan that employs our unique assets to maintain and grow a healthy and vibrant commercial and retail sector, and to submit a recommended framework for a Princeton Plan for Economic Development to the Mayor and Council not later than 1 January 2019;
2. The Economic Development Commission will be comprised of the following members, all serving two-year terms, expiring on January 1, 2020. Additional members may be added to the Commission by the Mayor, with the advice and consent of Council:

Mayor Liz Lempert  
Councilman Lance Liverman  
Councilwoman Leticia Fraga  
Marc Dashfield, Administrator  
Lee Solow, Planner  
Bernie Miller

Kristen Appelget, Princeton University  
 Lori Rabon, Palmer Square  
 Jack Morrison, JM Group  
 Hank Siegel, Princeton Merchants Association  
 Kathy Klockenbrink, Princeton Merchant Association  
 Jim Nawn, Princeton Merchants Association  
 Bert Navarrete, Tiger Labs  
 Peter Crowley, Princeton Regional Chamber of Commerce  
 Anthony P. Carabelli Jr., Acting Director, Mercer County Office of Economic Development and Sustainability  
 Lou Campo, McCaffreys

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

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Kathleen K. Brzezynski, Municipal Clerk



**RESOLUTION 18-84**

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**Resolution Approving Firefighter Membership Application for Dev Zaveri**

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

**WHEREAS**, Dev Zaveri has met all requirements of Borough of Princeton Code of Laws, Chapter 14, Section 25(a) through 25(f) as a member of the Princeton Hook and Ladder; 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 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

\_\_\_\_\_  
Kathleen K. Brzezynski, Municipal Clerk

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

---

Kathleen K. Brzezynski, Municipal Clerk



**RESOLUTION 18-85**

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**Resolution Approving Firefighter Membership Application for Michael Raymond Smith**

**RESOLUTION  
OF THE MAYOR AND COUNCIL  
OF PRINCETON  
MICHAEL RAYMOND SMITH**

**WHEREAS**, Michael Raymond Smith 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 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

\_\_\_\_\_  
Kathleen K. Brzezynski, Municipal Clerk



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Clerk

**RESOLUTION 18-86**

**Resolution Approving The Placement Of A Banner Over Washington Road By Princeton Pro Musica, February 26, 2018 to March 5, 2018**

**WHEREAS**, Princeton Pro Musica will be announcing their Concert in the Princeton University Chapel; and

**WHEREAS**, Princeton Pro Musica 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, February 26, 2018 through Monday, March 5, 2018 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 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

\_\_\_\_\_  
Kathleen K. Brzezynski, Municipal Clerk



**RESOLUTION 18-87**

**Resolution Approving The Placement Of A Banner Over Washington Road By the Arts Council of Princeton, April 23, 2018 to April 30, 2018**

**WHEREAS**, the Arts Council of Princeton will be announcing Communiversy 2018; and

**WHEREAS**, the Arts Council of Princeton 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, April 23, 2018 through Monday, April 30, 2018 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 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

\_\_\_\_\_  
Kathleen K. Brzezynski, Municipal Clerk



**RESOLUTION 18-88**

**Resolution Approving The Placement Of A Banner Over Washington Road By HomeFront, May 21, 2018 to May 28, 2018**

**WHEREAS**, HomeFront will be announcing their 5K Run/Walk for Hope; and

**WHEREAS**, HomeFront 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, May 21, 2018 through Monday, May 28, 2018 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 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

\_\_\_\_\_  
Kathleen K. Brzezynski, Municipal Clerk



**RESOLUTION 18-89**

**Resolution Approving the Placement of Pole Banners on Nassau Street by the Arts Council of Princeton, April 14, 2018 to April 30, 2018**

**WHEREAS**, the Arts Council of Princeton is planning Communiversity for Sunday, April 29, 2018; and

**WHEREAS**, the Arts Council of Princeton has requested permission to install eight pole banners on Nassau Street with the approval of the Office of Community and State Affairs at Princeton University beginning April 14, 2018 through April 30, 2018 to advertise Communiversity; 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 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 pole banners on Nassau Street in accordance with Borough Ordinances 3-14-3-17.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

\_\_\_\_\_  
Kathleen K. Brzezynski, Municipal Clerk



**RESOLUTION 18-90**

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**Resolution Authorizing Special Event for HiTops, Inc. for the 2018  
Princeton Half Marathon, November 4, 2018**

MAYOR & COUNCIL OF PRINCETON

WHEREAS, Princeton has adopted a “Sunday Events Policy” that requires an organization to request permission to hold an event on a Sunday; and

WHEREAS, **HiTops, Inc.** has requested permission of the Mayor and Council of Princeton to hold their annual **Princeton Half Marathon** on **Sunday, November 4, 2018;**

**NOW THEREFORE BE IT RESOLVED** that the Mayor and Council hereby approve and give permission for **HiTops, Inc.** to hold their annual **Princeton Half Marathon** on **Sunday, November 4, 2018.**

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

\_\_\_\_\_  
Kathleen K. Brzezynski, Municipal Clerk



**RESOLUTION 18-91**

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**Resolution Authorizing the Release of Performance Bond No. 015041487 to S. Brothers Inc. for Improvements to Moore Street, Park Place, Vandeventer Avenue, and Willow Street without the Requirement for a Maintenance Bond**

**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 construction contract awarded on July 8, 2013 to S. Brothers Inc. for Capital Improvements to Moore Street, Park Place, Vandeventer Avenue, and Willow Street for a contract amount of one million six hundred ninety-three thousand one hundred twenty-seven dollars and twenty-four cents (\$1,693,127.24); and

**WHEREAS**, on May 11, 2015, the Mayor and Council of Princeton approved Change Order #1 in the amount of three hundred thirty six thousand nine hundred thirty two dollars and thirty two cents (\$336,932.32) to bring the amended contract amount to two million thirty thousand fifty-nine dollars and fifty six cents (\$2,030,059.56) for this project; and

**WHEREAS**, the Engineering Department advises that the project construction is complete and recommends final payment and the release of the performance bond.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of Princeton that the final contract amount of two million thirty thousand fifty-nine dollars and fifty six cents (\$2,030,059.56), as amended by the previously approved Change Order #1, is hereby approved for Capital Improvements to Moore Street, Park Place, Vandeventer Avenue, and Willow Street.

**BE IT FURTHER RESOLVED** by the Mayor and Council of Princeton that project performance bond no. 015041487 be released to S. Brothers Inc. and a maintenance bond will not be required.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Howard								
Mr. Liverman								
Ms. Crumiller								
Mr. Quinn								
Ms. Fraga								
Mayor Lempert								

I, Kathleen K. Brzezynski, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 12, 2018.

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Kathleen K. Brzezynski, Municipal Clerk



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Engineering

**AGENDA ITEM**

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**Release of Performance Guaranty in the Amount of \$78,050.00 to  
Straight Edge Striping, LLC for the 2017 Pavement Markings and  
Signage of Various Streets Project**

**ATTACHMENTS:**

- Paving Marking and Signage rel of perf no maintenance (PDF)



## Claudia Ceballos

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**From:** Richard Decker  
**Sent:** Monday, January 29, 2018 11:17 AM  
**To:** Claudia Ceballos  
**Cc:** Deanna Stockton; Jeffrey Laux  
**Subject:** 2017 Striping Contract

Hi Claudia,

The 2017 Striping Contract is in the process of being closed out, i.e., Rosanna is processing the final invoice & retainage payment. Please go ahead and prepare the release of the performance bond. There will not be any maintenance bond on this project.

Thank you.

*Rich Decker*

Construction Inspector  
Princeton Engineering Department  
O: 609/921-7077  
C: 609/751-6826

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Please note that email correspondence with the Town is a public record and may be subject to disclosure under New Jersey's Open Public Records Act.



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 02/12/18 06:30 PM  
Department: Clerk

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**AGENDA ITEM**

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**Supporting Cities for Action Census Letter Sign-on Request  
Regarding Threats to a Fair and Accurate 2020 Census**

The Honorable Wilbur Ross  
Secretary of Commerce  
U.S. Department of Commerce  
1401 Constitution Avenue NW  
Washington, DC 20230

Dear Secretary Ross,

It is hard to exaggerate the importance of a successful decennial census for municipalities across our nation. Census results determine the number of seats each state has in the House of Representatives, are used to draw political districts at federal, state and local levels, and affect the distribution of billions of dollars of federal funding annually to local communities for infrastructure and vital services like hospitals and schools. An inaccurate census leads to underrepresentation and fewer dollars for many of our most vulnerable communities.

We share the goal you have set for a full, fair and accurate 2020 Census. As such, we want to raise three areas of concern with you: adequate funding; qualified Census Bureau leadership; and rejecting untested questions that threaten to undermine census preparations and accuracy.

First, ensuring that the 2020 Census has the necessary resources to meet the challenges of enumerating a geographically, economically, culturally, and linguistically diverse population is foundational to its success. The Census Bureau must be able to implement effectively the range of data collection methods the 2020 Census will include, including new Internet and telephone response options and a traditional paper questionnaire. We were pleased that you requested an additional \$187 million for the Census Bureau in Fiscal Year (FY) 2018, for a total of \$1.684 billion, in order to fund IT systems development (e.g. scalability; cyber-security systems) and system integration and readiness for the 2018 End-to-End Census Test.

However, this proposed increase does not include any additional funding for the Integrated Partnership and Communications program, which is essential to keeping long term census costs in check, given the growing barriers to a successful census. We are facing unprecedented challenges to a fair, accurate, and cost-effective census. Factors that could depress self-response rates considerably include the perception of cyber-security risks; real cyber-security threats; the digital divide affecting rural, low income, minority, and older households; a growing climate of fear among immigrants, regardless of their legal status; and growing anti- government sentiment in some communities.

To address these challenges, we urge additional resources to increase the number of Partnership Specialists in FY 2018 from the current 43 to 200, to help educate and guide state and local governments and vital "trusted voices" at the local level as they prepare to support the work of the Census Bureau during final preparations and early promotion in 2019 and execution of the count in 2020. Given the lower projected self-response rate embodied in your revised lifecycle cost estimate, we also urge a

concurrent increase in the number of Area Census Offices, from the planned 248 to 300, to open in FY 2019. Finally, we believe new Census Bureau research documenting the growing reluctance of immigrants to participate (fully, if at all) in surveys and census tests will require expanded research and testing of effective messages and communications avenues to overcome this significant barrier to an inclusive enumeration.

**We urge to you to work closely with Congress in the coming weeks to ensure that the final FY 2018 omnibus appropriations bill includes not only the additional \$1.684 billion adjusted allocation the administration requested for the Census Bureau, but additional funds to expand the number of Partnership Specialists in 2018, expand messaging research and testing *before* the early communications campaign begins at the start of 2019, and a larger field footprint to enhance a projected higher number of households that require personal visits in the Nonresponse Follow-up operation.**

Secondly, the Census Bureau has long benefited from exceptional leadership, helping the agency carry out its mission of serving as the leading source of quality data about the nation's people and economy. The American people must have confidence that the Bureau's leaders will uphold its core principles of protecting confidentiality, sharing expertise, and conducting its work openly and fairly, without regard to partisan interests, and be guided by a commitment to scientific objectivity and excellence and research-based innovation.

Now, more than ever, the Census Bureau needs strong, permanent leadership to steer the agency through crucial preparations and implementation of the 2020 decennial count. To that end, we urge the president to nominate a highly qualified, nonpartisan candidate who is respected on both sides of the political aisle to be Census Director. At the same time, we are troubled by the administration's reported intent to appoint a candidate for Census Bureau deputy director whose body of professional work largely centers around achieving partisan advantage in the use of census data, and who lacks the traditional and requisite experience in managing a large organization like the Census Bureau and the complex operations of the decennial census.

**We urge the administration to put forward candidates for Census Director and Census Bureau Deputy Director who will continue the tradition of strong, nonpartisan, experienced, and strong leadership. Any nomination or appointment that would undermine the credibility of the Bureau's role as a fundamentally nonpartisan statistical agency will further erode already fragile public trust and confidence in the integrity of the 2020 Census and, indeed, the objectivity of all Census Bureau statistics.**

Thirdly, the recent U.S. Department of Justice request to add a question about citizenship to the 2020 Census threatens the Census Bureau's ability to conduct an inclusive enumeration that accurately reflects the diverse fabric of America. The Constitution requires a count of all persons living in the United States on Census Day, *regardless of citizenship or legal status*. Since 1790, the decennial census has been the vehicle for this count and, to this day, Congress has rejected efforts to change the interpretation of this important tenet of the Constitution by basing apportionment on a subset of the population.

The Census Bureau spends years testing alternative questionnaire formats and designs. Changes to the census form at this late stage of 2020 Census planning jeopardize the validity of the operational tests that already have been conducted, put into question the outreach and partnership strategies that have been designed around different content, and would require changes in training and execution of operations. Robust, iterative testing of census methods and content is crucial to an accurate enumeration, with even the smallest changes to question order and wording potentially having adverse and unintended consequences for the success of operations and the accuracy of the data.

There are logistical and cost implications associated with adding a new question at this late point in the 2020 Census cycle. For example, the 2020 Census Operational Plan bases staffing levels on projected self-response rates that, in turn, the Bureau derived after carefully designed, iterative tests that did not include a question on citizenship. Adding a new question will nullify those prior projections and assumptions. Moreover, experts, elected officials, and community leaders all agree that adding a question on citizenship in particular will lower initial response, leading to an expanded Nonresponse Follow-up operation and increases in the field staff required to conduct door-to-door visits, thereby increasing the cost of the census considerably without improving accuracy.

Adding a citizenship question to the decennial census would not promote the constitutional mandate of the census, but in fact, may compromise it. Such a question would increase the burden on respondents, likely heighten privacy concerns around the census, and lower participation by immigrants who fear the government will use this information to harm them and their families. Furthermore, the Justice Department has not set forth new legal or programmatic reasons for the Census Bureau to collect this information from every household in the country since its initial cataloguing of data requirements for the census and American Community Survey prior to the Census Bureau's submission of 2020 Census and ACS topics to Congress last spring.

**We urge you to reject the Justice Department's request to add a citizenship question to the decennial census and to ensure that the Census Bureau can focus its time and resources on finalizing and executing the current 2020 Census plan.**

Thank you for your attention to our concerns. We look forward to working closely with you to ensure the fair and accurate census our communities expect and deserve.

Sincerely,

David Chung

Cities for Action Coordinator

Mayor's Office of Immigrant Affairs

[dchung@moia.nyc.gov](mailto:dchung@moia.nyc.gov) <<mailto:dchung@moia.nyc.gov>>

o: [212-748-0375](tel:212-748-0375) <<tel:212-748-0375>> | c: [646-877-1409](tel:646-877-1409) <<tel:646-877-1409>> | [nyc.gov/immigrants](http://nyc.gov/immigrants)

<<http://www.nyc.gov/immigrants>> | [citiesforaction.us](http://citiesforaction.us) <<http://www.nyc.gov/immigrants>>



