



**PRINCETON**  
**MAYOR AND COUNCIL OF PRINCETON**  
**AGENDA • JULY 8, 2019**

**Regular Meeting**

**Main Council Room**

**5:30 PM**

400 Witherspoon Street, Princeton, NJ 08540

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**I. STATEMENT CONCERNING NOTICE OF MEETING**

**II. ROLL CALL**

**III. 5:30 P.M. CLOSED SESSION**

1. 19-202 Closed Session Resolution

- If necessary for advice of counsel with respect to pending litigation and matters falling within the attorney-client privilege regarding Princeton's affordable housing declaratory judgment action (In the Matter of the Application of the Municipality of Princeton, Docket No. MER-L-1550-15)

- Litigation - ICUNJ

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

**V. PLEDGE OF ALLEGIANCE**

**VI. APPROVAL OF MINUTES**

1. June 24, 2019 Closed Session

2. June 24, 2019

3. June 27, 2019 Closed Session

**VII. ANNOUNCEMENTS**

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

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.

**IX. REPORTS**

1. April Police Report

2. May Police Report

**X. WORK SESSION**

1. The US Route 206 Corridor Traffic Study Conducted by WSP USA Including Potential Improvements on US Route 206, Valley Road, Cherry Hill Road and Mount Lucas Road around the Princeton First Aid and Rescue Headquarters

**XI. ORDINANCE PUBLIC HEARING**

1. Ordinance #2019-26 An Ordinance by the Municipality of Princeton Establishing Standards for Unisex Single-Occupancy Restroom Facilities, and Amending Chapter 11 of the "Code of the Borough of Princeton, New Jersey, 1974" (Continuation from June 24, 2019 meeting)

## **XII. ORDINANCE INTRODUCTION**

1. Ordinance #2019-30 An Ordinance by the Municipality of Princeton Pursuant to N.J.S.A. 40A:12-1 et. seq. Authorizing a License Agreement for Block 27.02, Lot 76 Princeton Tax Map with Witherspoon Urban Renewal Associates, LLC to Permit the Installation of an Emergency Generator, Cooking Oil Receptacle and CO2 Receptacle Enclosure on the Hinds Plaza (Public Hearing: July 22, 2019)
2. Ordinance #2019-31 An Ordinance by the Municipality of Princeton Pursuant to N.J.S.A. 40A:12-1 et. seq. Authorizing a License Agreement for Block 27.02, Lot 76 Princeton Tax Map with DWM Holdings, Inc. dba Kristine's for 24 Seats for Outside Dining on the Hinds Plaza (Public Hearing: July 22, 2019)
3. Ordinance #2019-32 An Ordinance by the Municipality of Princeton Concerning the Princeton Police Department and Amending the "Code of the Borough of Princeton, New Jersey, 1974" (Public Hearing: July 22, 2019)

## **XIII. RESOLUTIONS**

1. 19-203 Resolution Authorizing Professional Services Agreement with Whitman Environmental Consulting, Not to Exceed \$163,375.00
2. 19-204 Resolution Authorizing Execution of an Agreement for Payment in Lieu of Taxes Pursuant to N.J.S.A. 55:14K-1 et. seq. with RPM Development, LLC/900 Herrontown Princeton, LP for Property Located at 900 Herrontown Road and Identified as Block 901, Lot 21 on the Princeton Tax Maps
3. 19-205 Resolution of Need for 100 Percent Affordable Housing Project to be Constructed by RPM Development, LLC/900 Herrontown Princeton, LP
4. 19-206 Resolution Authorizing the Award of a Contract to Wilfred Macdonald, Inc., Educational Service Commission - Grounds Equipment Bid #ESCNJ 18/19-25 for a Smithco Sand-Star II 45-002 Athletic Field Grooming Machine in the Amount of \$20,409.60 for use by the Recreation Department
5. 19-207 Resolution Terminating Agreement with ICUNJ for Improvements to Linden and Spruce Streets
6. 19-208 Resolution Authorizing an Extraordinary Unspecifiable Service Contract with RnD Consulting for Information Technology Support from July through December 2019, Not to Exceed \$42,900.00
7. 19-209 Resolution Authorizing Participation in the Alliance for Competitive Energy Services ("ACES") Cooperative Pricing System and ACESplus Program for Renewable Energy Consulting Services
8. 19-210 Resolution Approving A Chapter 159-Special Budget Item-Clean Communities \$64,442.74

## **XIV. CONSENT AGENDA**

1. 19-211 Resolution Authorizing the Payment of Bills and Claims

2. 19-212 Resolution Authorizing the Submittal of a Fiscal Year 2020 Municipal Aid Grant Application and Execution of a Grant Contract with the New Jersey Department of Transportation for Improvements to Mount Lucas Road (Stuart Road East to Municipal Border) (MA-2020-Princeton-00263)

**XV. CLOSED SESSION (CONTINUATION OF ABOVE IF NECESSARY)**

**XVI. ADJOURNMENT**



**RESOLUTION 19-202**

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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:

- If necessary for advice of counsel with respect to pending litigation and matters falling within the attorney-client privilege regarding Princeton's affordable housing declaratory judgment action (In the Matter of the Application of the Municipality of Princeton, Docket No. MER-L-1550-15)

-Litigation - ICUNJ

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. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, 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 July 8, 2019.

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Delores A. Williams, Municipal Clerk



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 07/08/19 05:30 PM  
Department: Clerk

**AGENDA ITEM**

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- If necessary for advice of counsel with respect to pending litigation and matters falling within the attorney-client privilege regarding Princeton's affordable housing declaratory judgment action (In the Matter of the Application of the Municipality of Princeton, Docket No. MER-L-1550-15)



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 07/08/19 05:30 PM  
Department: Clerk

**AGENDA ITEM**

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**- Litigation - ICUNJ**



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 07/08/19 05:30 PM  
Department: Clerk

**AGENDA ITEM**

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**June 24, 2019 Closed Session**

**ATTACHMENTS:**

- Closed Session June 24, 2019 (DOC)

**Closed Session Minutes  
Of the Mayor and Council of Princeton  
June 24, 2019**

Present: Councilman David Cohen, Council President Jenny Crumiller, Councilwoman Leticia Fraga, Councilman Tim Quinn, Councilwoman Eve Niedergang, Councilman Dwaine Williamson, and Mayor Liz Lempert (arrived 7:00pm)

Absent:

Staff Present: Marc Dashield, Administrator, Jeff Grosser, Trishka Cecil, Municipal Attorney, Kevin Van Hise, Assistant Municipal Attorney, Maureen Fullaway, and Michael La Place, Planning Director

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

*“The following is an accurate statement concerning the providing of notice of this meeting and said statement shall be entered in the minutes of this meeting. Notice of this meeting as required by sections 4a, 3d, 13 and 14 of the Open Public Meetings Act has been provided to the public in the form of the written notice attached hereto. On June 21, 2019 at 4:10 p.m., said notice was posted on the official bulletin board, transmitted to the Princeton Packet, the Trenton Times, the Town Topics, and filed with the Municipal Clerk.*

Ms. Crumiller asked for a motion for **Resolution 19-187**, as follows:

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

**BE IT RESOLVED** by the Mayor and Council of Princeton:

This body will now convene into closed session that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7B of the Open Public Meetings Act.

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

- If necessary for advice of counsel with respect to pending litigation and matters falling within the attorney-client privilege regarding Princeton’s affordable housing declaratory judgment action (In the Matter of the Application of the Municipality of Princeton, Docket No. MER-L-1550-15)

-Negotiations – Princeton University Voluntary Payments

-Negotiations: Negotiations: Potential Acquisition – Ridgeview Road/Mountain Brook Headwaters

-Litigation: Drake v. Princeton, et al (Docket No. MER-L-2271-16)

-Matters Related to Client Advice of Counsel – River Road

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

Councilman Quinn moved Resolution 19-187 which was seconded by Councilwoman Niedergang. Council members Cohen, Crumiller, Fraga, Williamson, Niedergang and Quinn voted in the affirmative.

Princeton Council recessed into Closed Session.

Negotiations – Princeton University Voluntary Payment

Mr. Dashield updated Council in regards to the Negotiations of Princeton University's Voluntary Payments.

Matters of the Application of the Municipality of Princeton, (Docket No. MER-L-1550-15)

Mr. Van Hise updated Council in regards to mediation concerning Princeton's affordable housing declaratory judgment action (In the Matter of the Application of the Municipality of Princeton, Docket No. MER-L-1550-15).

A motion to adjourn Closed Session at 7:10 p.m. and return to Open Session was made by Councilman Williamson, seconded by Councilman Cohen and carried unanimously by those present.

The Open Session portion was adjourned at 9:04 p.m. with a motion by Councilman Cohen, seconded by Councilman Quinn and carried unanimously by those present.

A motion was made to re-enter into Closed Session by Councilwoman Niedergang, seconded by Councilman Quinn and carried unanimously by those present.

Litigation: Drake v. Princeton, et al (Docket No. MER-L-2271-16)

Mr. Dashield gave an update on the Drake v. Princeton and informed Council that a resolution was passed in Open Session.

Matters Related to Client Advice of Counsel – River Road

Municipal Attorney Cecil updated Council on matters relating to River Road.

A motion to adjourn Closed Session at 10:35 p.m. was made by Councilman Cohen, seconded by Councilwoman Niedergang and carried unanimously by those present.

Respectfully Submitted,

Delores A. Williams  
Municipal Clerk



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 07/08/19 05:30 PM  
Department: Clerk

**AGENDA ITEM**

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**June 24, 2019**

**ATTACHMENTS:**

- June 24 2019 (DOC)
- June 24, 2019 Attachments (PDF)



# PRINCETON

Draft

## MAYOR AND COUNCIL OF PRINCETON

MINUTES • JUNE 24, 2019

Regular Meeting

Main Council Room

5:30 PM

400 Witherspoon Street, Princeton, NJ 08540

### I. STATEMENT CONCERNING NOTICE OF MEETING

The following is an accurate statement concerning the providing of notice of this meeting and said statement shall be entered in the minutes of this meeting. Notice of this meeting as required by Sections 4a, 3d, 13 and 14 of the Open Public Meetings Act has been provided to the public in the form of a written notice. On June 21, 2019 at 4:10 p.m., said notice was posted on the official bulletin board in the Municipal Building, transmitted to the Princeton Packet, the Trenton Times, the Town Topics and filed with the Municipal Clerk.

### II. ROLL CALL

The Municipal Clerk then called the roll.

PRESENT: Cohen, Crumiller, Niedergang, Fraga, Williamson, Quinn,  
Lempert (7:00 PM)

ABSENT:

Also Present: Marc D. Dashield, Administrator, Jeff Grosser, Assistant Administrator  
Trishka W. Cecil, Municipal Attorney, Kevin Van Hise, Assistant Municipal Attorney,  
Maureen Fullaway, Affordable Housing Manager and Michael La Place, Planning  
Director

### III. 5:30 P.M. CLOSED SESSION

1. 19-187 Closed Session Resolution

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Tim Quinn, Councilman
<b>SECONDER:</b>	Eve Niedergang, Councilwoman
<b>AYES:</b>	Cohen, Crumiller, Niedergang, Fraga, Williamson, Quinn

- If necessary for advice of counsel with respect to pending litigation and matters falling within the attorney-client privilege regarding Princeton's affordable housing declaratory judgment action (In the Matter of the Application of the Municipality of Princeton, Docket No. MER-L-1550-15)

-Negotiations - Princeton University Voluntary Payments

-Negotiations: Potential Acquisition - Ridgeview Road/Mountain Brook Headwaters

-Litigation: Drake v. Princeton, et al (Docket No. MER-L-2271-16)

-Matters Related to Client Advice of Counsel - River Road

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

**V. PLEDGE OF ALLEGIANCE**

The audience participated in the pledge of allegiance.

**VI. APPROVAL OF MINUTES**

1. May 28, 2019 Closed Session

<b>RESULT:</b>	<b>APPROVED [5 TO 0]</b>
<b>MOVER:</b>	Tim Quinn, Councilman
<b>SECONDER:</b>	Jenny Crumiller, Council President
<b>AYES:</b>	Crumiller, Niedergang, Fraga, Williamson, Quinn
<b>RECUSED:</b>	Cohen

2. May 28, 2019

<b>RESULT:</b>	<b>APPROVED [5 TO 0]</b>
<b>MOVER:</b>	Tim Quinn, Councilman
<b>SECONDER:</b>	Jenny Crumiller, Council President
<b>AYES:</b>	Crumiller, Niedergang, Fraga, Williamson, Quinn
<b>RECUSED:</b>	Cohen

3. June 10, 2019 Closed Session

<b>RESULT:</b>	<b>APPROVED [5 TO 0]</b>
<b>MOVER:</b>	Tim Quinn, Councilman
<b>SECONDER:</b>	Jenny Crumiller, Council President
<b>AYES:</b>	Cohen, Crumiller, Fraga, Williamson, Quinn
<b>RECUSED:</b>	Niedergang

4. June 10, 2019

<b>RESULT:</b>	<b>APPROVED [4 TO 0]</b>
<b>MOVER:</b>	Tim Quinn, Councilman
<b>SECONDER:</b>	Jenny Crumiller, Council President
<b>AYES:</b>	Cohen, Crumiller, Williamson, Quinn
<b>RECUSED:</b>	Niedergang, Fraga

**VII. ANNOUNCEMENTS**

Councilwoman Eve Niedergang had no announcements.

Councilman David Cohen had no announcements.

Council President Jenny Crumiller had no announcements.

Councilman Tim Quinn had no announcements.

Councilwoman Leticia Fraga announced that this Thursday at 3:00pm at Witherspoon Hall there will be a 2020 Census Complete Count Initiative. Someone from the County is going to come and give a brief overview. Community stakeholders have been invited to the meeting with the hope that eventually they will be assisting with efforts when the 2020 census comes up.

Councilman Dwaine Williamson had no announcements.

Mayor Liz Lempert had a couple of announcements, the first dealing with tonight's agenda. There are two ordinances that are scheduled for public hearings, 2019-26 and 2019-28, the announcement is that both of them are probably going to be held over to meetings further in July but Council will get further into the details when they get there. The monthly "Meet the Mayor" office hours at the Princeton Public Library will be held Friday, June 28, 2019 from 8:30am to 10:00am. Also, Mercer County will be holding their Household Chemical Waste and Electronics Recycling event on Saturday, June 29, 2019 and information about that can be found on the town website. Finally, just a reminder, municipal offices will be closed on July 4, 2019.

No Staff announcements.

## **VIII. PRESENTATION**

### **1. Arts Council of Princeton Neighborhood Report - Jim Levine**

Jim Levine, Interim Arts Director, stated that in years past Jeff Nathanson presented to the Council an annual review and that has not happened in the past couple of years and it was something he wanted to bring back. He feels that it is an opportunity to talk about the breadth of what the Arts Council does and when he thinks about it there are really four buckets he can think of: education, public events, exhibitions and gallery work, and outreach. The presentation is focused on things related to the Witherspoon-Jackson neighborhood to focus it down a little bit but he also wanted have one slide that at least talks about the breadth of things the Arts Council does. Mr. Levine highlighted the Community Stage, which was started last year and opened up accessibility to their theatre to local non-profit groups who have a performance but do not have a venue to perform. The only caveat is they do not charge the organization any fee for using the space but they can't charge for the performance. It is a service to non-profits and at the same time a service to the public because they can see these events without cost. He also highlighted "Dance Princeton Dance" and the Arts Exchange which they collaborated with Homefront. Once a week they have kids from Homefront, about 20-25, come up to the Arts Council and do arts-based programming, get a hot meal and homework help. This year, in November, they celebrated the 25<sup>th</sup> anniversary of that program. The remainder of the presentation highlighted things in the Witherspoon-Jackson neighborhood; the Princeton Nursey School, Princeton Young Achievers, Joint Effort Safe streets, Witherspoon-Jackson Welcome Weekend, scholarships, the Witherspoon-Jackson Stories Project, and the

Dr. Martin Luther King Jr. Day Celebration.

(Presentation appended to this set of minutes)

Council President Jenny Crumiller asked about the kind of music that is played at the Friday dances and Mr. Levine responded that they started with 80's music and that seemed to be the hottest topic. It is done in collaboration with the Record Exchange so they really drive the music decisions; they started with the 80's, went to the 90's, back to disco and last Friday night was a Pride event. Ms. Crumiller asked how he felt Communiversity went this year; it seemed like it was more locally focused. Mr. Levine responded that they focused on three things this year. First was communications which was always locally focused. They were pushing it hard this year and whenever a decision had to be made they focused on local vendors, merchants or local artists. Second, they tried to inject more art. It was partially successful but they still need to keep that going. Lastly, it seemed more walkable and they did two specific things to make that happen. One, they put popular restaurants on the corner of streets or driveways and asked the restaurants to move their lines down the alleys instead of the street. The other thing they did at the last minute was turn the main stage West (instead of facing Witherspoon Street and Hamilton Jewelers) so that the crowd that stands in front of it did not block Nassau Street.

Councilwoman Leticia Fraga stated she had more of a comment than a question. She has noticed that at every community building event that she has taken part in the Arts Council is there and she would even include last Saturday's Pride parade where they were very visible with their very colorful non-alcoholic jello shots. To her that sends a message that the Arts Council is for everybody and she appreciates that.

Councilwoman Eve Niedergang commended Mr. Levine on their sustainability features in terms of trash, recycling, the bike valet, and efforts to make it more walkable.

Mayor Liz Lempert asked Mr. Levine to repeat again if people are interested in doing a program at the Arts Council but are facing a financial barrier, what is the process? Mr. Levine responded that individuals should contact Erin Armington who runs their education programs to get a scholarship or visit [www.artscouncilofprinceton.org](http://www.artscouncilofprinceton.org). Mayor Lempert thanked Mr. Levine on behalf of Council for everything that the Arts Council is doing and they really appreciate all their efforts.

#### **IX. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

Dr. Surinder Sharma, 237 Christopher Drive, stated he understands the municipality and the Princeton Public Schools is undergoing some difficult challenges and he is at the meeting as a resident and citizen to help in any way, shape, or form that he can. He wanted to address the equity problem in Princeton Public Schools and reported that the Witherspoon-Jackson Development Corp., a 501C3 corporation, is funding a summer entrepreneurship summer camp for students who have some roots

in the Witherspoon-Jackson neighborhood. He asked Council to spread the word. The camp is totally free of charge and the Witherspoon-Jackson Development Corporation will pay all of the bills. Mr. Sharma created a brochure about the program, gave a couple to the Clerk along with a copy of all of his comments, and again asked Council again to spread the word. Another issue he wanted to address was affordable housing and he stated that there are many ways to do and tackle it and one idea he had was to make use of the parking lots. Finally, he wanted to thank Council for the shared services with the public schools and suggested helping Trenton and sharing knowledge with them.

(Comments appended to this set of minutes)

Mayor Liz Lempert asked if anyone else wanted to speak as part of public comment and seeing no one closed public comment.

## **X. REPORTS**

1. Princeton Recreation Department Financial Assistance Outreach - Ben Stentz, Director

Ben Stentz, Director of Recreation, stated that he thought it was appropriate now that summer is officially here and most of their summer programs are underway to come and give Council an update on their financial aid program and its outreach. The program and what it does is the foundation of the department and underlies everything else that goes on. They have really had success over the last four years in growing a number of students through their financial aid outreach and, in particular, partnering with other community agencies. The growth in the number of students is something that they are really proud of and is only possible because of the partnerships. They have the ability to subsidize families, to offer them reduced costs, reduced fees, and payment plans to make it feasible for them to participate so by finding partners that really want to be part of the solution they can extend that way further out. Another key point is the shared services that Council approved a couple of meetings back that has the Princeton Public Schools providing buses for some of their camps. The shared service agreement saved them about \$2,500 which has allowed them to extend travel camp to 40 more students. The other benefits of the ongoing partnerships with the Koko Fund, Princeton Children's Fund and down the line is they are continuing each year to try and streamline the process and entry point for the families and students to get into the programs and that is challenging. There are a lot of families, there are language challenges which is something they have addressed with their staff internally, and there is just the logistics of families from four elementary schools, one middle school, and a high school and trying to figure out ways to make it easy for them to connect with them. Some of the ideas they had to address these issues is to be more aggressive and having registration events out in the community instead of just saying "come to the department". This past cycle, this spring, there was a registration event at the Pannell Learning Center, there were some events at some of the elementary schools and those were some ways of reducing barriers. Mr. Stentz concluded his report by mentioning some of the Recreation Department's partners: Corner House, Griggs Farm Association, Housing Initiatives Princeton, J. Seward Johnson Charitable Trust, the Joe Fund, the

Koko Fund, the Parker Bear Fund, the Princeton Children's Fund, Princeton Community Housing, Princeton Public Schools, the Recreation Commission, R & K's Poolside Cafe, and Send Hunger Packing. All of those groups are who they are currently partnered with and are putting money in the pot to supplement the money the Recreation Department can put into their own pot. The result is more and more kids are having access to what they do and the dollars are not being a barrier.

(Report appended to this set of minutes)

Councilman Tim Quinn stated noticeable in the absence is the Jetta Hall Fund at Riverside and suggested that may be an area to expand their partnerships. It seems to be the only elementary school not represented there. Mr. Stentz responded that they are getting reorganized. They have worked with Mark Shelley, the new principal and Princeton Children's Fund, which works as an umbrella and serves kids from all six of the school's so there is a fair number of kids from Riverside that are in the financial aid program although Riverside and Little Brook typically have fewer kids in the program than CP and Johnson Park.

Council President Jenny Crumiller wanted to acknowledge that Mr. Stentz is a "Princeton Kid" and that they are so lucky to have him.

Councilwoman Leticia Fraga wanted to thank Mr. Stentz for all he does and commended him on his communication with welcoming a family that was new to Princeton and had a language barrier.

Councilman Dwaine Williamson stated that the presentation Mr. Stentz gave is an excellent example of how Princeton Recreation as an agency of the municipal government is able to bring together all of our community partners and charitable organizations to do some great good in our community and help to achieve a "Princeton for All".

Councilwoman Eve Niedergang wanted to share her appreciation for what they are doing because it is so vitally important that the programs for the community be open to everybody. She inquired what facilities are there at the pool for people that are gender non-conforming. Mr. Stentz responded that there is still the traditional male and female locker rooms that have showers, toilets, sinks, etc. There are three different places that are single-use restrooms; two of them actually have showers in them as well. They are labeled currently as family changing rooms. Two of the family changing rooms have a toilet, shower and sink and the third has just a toilet.

### **Council Reports:**

Councilwoman Eve Niedergang stated that she had a few reports. From the Environmental Commission they are looking into next steps on the second half of the stormwater initiative due to some comments from Princeton University, a local architect and comments that came up during a stormwater report audit. The Princeton Environmental Commission is going to be reconsidering the second phase

of the stormwater ordinance so it will be postponed and will not be seen too soon. Also, the commission has been working with Health Officer Jeff Grosser and the municipal attorneys on an ordinance to allow backyard chickens and this is something that is also unlikely to come before Council this year. There will be a community meeting held at the library in October for people to come and meet some backyard hens in person, as well as, learn about the benefits and the issues that might be proposed by that. Next, the Board of Health and the Health Department are working on updating their existing strategic plan. Planning will continue through the rest of 2019 and there will be opportunities for community residents and stakeholders to contribute to this and to weigh in. This will be a three to five year strategic plan. From Public Transit, they had hoped to start talks with the University about possibly merging the Tiger Transit Service and the freeB but the University's new transit plan has been delayed, so that will also lead to a delay and will hopefully be taken up sometime in 2020. The committee is also looking at improvements to the Dinky Station and promoting a more integrated schedule for public transit in Princeton. Both of these will take on added importance when Alexander closes down and it will be more important for people to know how to get around using public transit. Finally, from the Shade Tree Commission the commission is working on revising the tree protection ordinance which governs what can happen to trees and how you protect them in the case of development. Also, the spring planting season has started and they are planting almost 100 new trees and planning on taking down later in the year many hundreds of diseased ash trees that have fallen victim to the Emerald Ash Borer.

Councilman David Cohen stated that he had two quick reports. First, the Planning Board on Thursday approved the application for the SAVE site for affordable housing. They did not yet act on a couple of recommendations from SPRAB about making improvements to the public right-of-way there to improve access to the bus stop on Rt. 206 and/or rerouting the bus to run up Mount Lucas and improving walking accessibility to some of the commercial amenities that are in proximity to the site. The board appreciated the recommendations and will probably pass a resolution on it maybe at the next meeting. He also wanted to mention that the Historic Preservation Commission passed a resolution that will also come to Council supporting, not public acquisition but private acquisition, for preservation of an archaeological site on the corner of Cherry Valley Road and the Great Road.

Council President Jenny Crumiller reported that she did a poll of all Council members to set up a traffic meeting devoted to speeding that the Traffic Calming Committee is putting together and there just wasn't a good date for anyone in July. They were trying to do it sooner than later to try and make progress but it looks like they are going to try and schedule it for September.

Councilman Tim Quinn had no reports.

Councilwoman Leticia Fraga reported that on June 15, 2019 Princeton Human Services hosted another community building event in collaboration with LALDEF

(Latin American Legal Defense and Education Fund) and the Princeton University Art Museum. It was very well attended and Officer Narvaez and Officer Avanzato were the “celebrity callers”. They did a great job and built some really good relationships with our community, the members that were there and many community partners. Ms. Fraga also wanted to mention the Pride Parade that took place on Saturday, June 22, 2019. She said she has to admit that she had reservations that the director of the Bayard Rustin Center for Social Justice had some ambitious plans for a big event but he pulled it off and did an amazing event that brought so many people together. Mayor Liz Lempert wanted to add to the sentiment and thank the Police Department and the Administration because we normally have a longer period of time to plan for something like that, but part of the reason it went so smoothly was all of the planning that went into it both with Bayard Rustin and also with the municipality.

Councilman Dwaine Williamson stated that he appreciated the fact that out of the 565 municipalities in our state Governor Murphy found it fit along with First Lady Tammy Murphy to attend Princeton’s very first Pride Parade.

Mayor Liz Lempert advised that she had several reports. First, she wanted to introduce Daniel O’Reilly to everybody. It was his first day and he will be working in the Clerk’s Office. She also wanted to announce the good news, the meeting is being broadcasted live. There is an issue with the audio equipment where the audio is not working but the video is working so it is taking a while to sync up the audio recording with the video and getting it online. It is on the priority list. Next, the Department of Transportation had the all-pedestrian cross at Nassau Street/Vandeventer/Washington and we received over 100 survey responses for it; almost all of them were really positive. She is crediting that with the Department of Transportation extending the all-pedestrian cross signal there and it is a huge victory for the town. The hope would be that the signal will be made permanent and we can work on improving some of the street markings there to make it clear where pedestrians are going to go and then there is a wish list of more intersections where Council would like to see that type of signal go in. There will likely be a resolution coming back to Council. It has been so long since Council passed the resolution that the Department of Transportation is asking Council to pass it again and they had pledged to do some cost sharing with them. The light at Washington and Nassau Street has the capability for the all-pedestrian cross but the one at Witherspoon does not so it would need upgrading and Council would need to pledge that they put in some of the money for that and the one at University Place. In addition, Mayor Lempert reported that she was down at the Department of Transportation for a pre-construction meeting for the Alexander bridges project that is scheduled to start on November 6<sup>th</sup>, 2019. The road will be fully closed for the replacement of both the state bridge and also the county bridge in the county culvert. They are pushing to have the work completed by April 20, 2020. It is a complicated project for a number of reasons but in part because it is a very tight spot and is surrounded with environmentally sensitive areas and historic resources down there. As part of the meeting they requested that the First Aid and Rescue Squad be given preemption on

Washington Road. This came out of a meeting that Public Safety had with Mark Freda and some of the PFARS concerns. Right now they have preemption on the signal down at Harrison but because of the traffic that is expected to potentially back up on Harrison and the narrowness of the road they won't be able to get through. Washington Road is wider so the Department of Transportation seemed open to that. We have also been pushing for more frequent rides or more frequency of the Dinky during that period so more people can use that to get into town and there are continuing conversations with the Department of Transportation and New Jersey Transit about that. Mayor Lempert then reported that she had some unfortunate news that won't happen for several years but she wanted it to be on everyone's radar. The next project on the list is the Washington Road Bridge being replaced. There was a very early concept meeting and, unlike Alexander, Washington has more space and flexibility around it so there is a possibility that they will keep the road open during the construction period so it won't be as disruptive as the Alexander Road project. In addition, they had the first meeting of the Permit Parking Task Force and the second meeting will be Tuesday, June 25, 2019 at 11:00am. Both meetings are open to the public and at the first meeting they decided to create three subcommittees; one will focus on outreach, one will be on data collection, and the third will be focused on the allocation and rates of the permits. She will keep everyone up to date as they move forward and the report for that is supposed to come back to Council in mid-October. Finally, there was a tabletop exercise that was organized by the Office of Emergency Management and Sustainable Princeton looking at our emergency preparedness around climate events and especially severe weather events. There were a lot of community partners in the room and those exercises were really important to go through the mental exercises of what everybody is going to do if we do face increasingly difficult circumstances; who we call, who we draw upon, and most importantly what we can do right now while we are not in an emergency situation to prepare.

### **Staff Reports:**

Mr. Dashield reported that earlier today he issued a press release which he wanted to read to Council: *“Recent information released to the municipality from the Mercer County Prosecutor’s Office as part of their ongoing investigation concerning the allegations of illegal dumping at the Princeton River Road facilities shows a widespread and systematic violations of municipal policies, NJ DEP rules and other regulations. On June 6<sup>th</sup> the direct supervisor of the Sewer Operating division was terminated. New details of the investigation indicate that the department director also did not provide an appropriate oversight. Consequently, effective Monday, June 24, 2019 the municipality has terminated the employment of the Director of Infrastructure and Operations. The municipality is reviewing the organizational structure of its sewer operations and tightening oversight procedures. Further, we have taken the necessary steps to perform a thorough environmental cleanup at the River Road site. A licensed site remediation professional will test of possible contaminants from runoff and ensure that the site is properly restored. Princeton is also taking appropriate steps to ensure those who*

*are dumping these materials will be held responsible.”*

Mayor Liz Lempert stated that she had one request; when the LSRP comes in if Council can have a report after there is a preliminary review of the site so they know just generally what the scope of it is likely to entail and what the timing should be that they can expect for cleanup. Mr. Dashield responded, absolutely.

Council President Jenny Crumiller wanted to reiterate what Mayor Lempert said but also wanted to say she appreciates that Mr. Dashield is taking this very seriously and the steps are very serious that they are taking. Council is very concerned about the situation and she just wanted to say thank you and to keep them apprised.

Councilwoman Eve Niedergang stated that she knows we are waiting on information from Mercer County for the investigation but she was wondering if there is any possibility of setting up a municipal hotline, an email, telephone, something as soon as possible so that staff can share their concerns without any fear of repercussions. Mr. Dashield responded that there are several avenues they are looking at. One is an electronic form that an employee can fill out and also a phone extension with a voicemail that will allow people to just leave a message.

Councilman David Cohen stated that in addition to thanking the Administrator for how well he is handling the situation he wanted to recognize Planet Princeton and Krystal Knapp for breaking this really important story.

## **XI. ORDINANCE PUBLIC HEARING**

1. Ordinance #2019-26 An Ordinance by the Municipality of Princeton Establishing Standards for Gender Neutral Single-Occupancy Restroom Facilities, and Amending Chapter 11 of the "Code of the Borough of Princeton, New Jersey, 1974" (Continuation from June 10, 2019 meeting)

<b>RESULT:</b>	<b>TABLED</b>
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<b>Next: 7/8/2019 6:00 PM</b>
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Mayor Liz Lempert stated that this public hearing is a continuation from the June 10, 2019 meeting where Council heard some issues that they asked Trishka Cecil to look into. She then turned it over to Ms. Cecil to walk them through where they are now. Ms. Cecil responded that as they recall Princeton University had brought forward a concern, somewhat technical, under the state plumbing code about requirements under that state plumbing code dealing with the number of bathroom facilities, separate male and female bathroom facilities that you have to provide once you have occupancy loads in excess of a certain number. The charge was to come up with an exemption that could be built into the ordinance, some sort of waiver process if complying with the ordinance would then conflict with the state plumbing code. That was fairly straightforward and she prepared the language and then in reviewing that language and the full ordinance again, our Construction Official identified a number of other changes that he is recommending be made to also ensure that this ordinance stays in line with the Uniform Construction Code

and does not create any issues on that end. None of the changes really alter what the ordinance is requiring but there is enough of them that when she prepared the redline, it has now crossed into where she is recommending that the Council introduce those amendments, publish a notice of the ordinance with the amendments, and then hold a public hearing on the amended ordinance. That includes a change to the title of the ordinance. One of the recommendations is to change “gender-neutral” to “unisex” and so the title of the ordinance with the amendment would be “An Ordinance by the Municipality of Princeton Establishing Standards for Unisex Single-Occupancy Restroom Facilities, and Amending Chapter 11 of the "Code of the Borough of Princeton, New Jersey, 1974". That is one of the changes that would bring it in line with the Uniform Construction Code. Apart from that the big substantive one is that we now have an exception where a covered entity can obtain a waiver if it is able to document in writing to the Construction Official that compliance with the ordinance would put it out of compliance or in conflict with state law.

Mayor Liz Lempert asked Ms. Cecil to walk Council through if they wanted to reintroduce the ordinance tonight with the suggested changes; do those need to be read into the record then or how does she recommend Council proceeding? Ms. Cecil responded that they do not and she forwarded the amendments to the Clerk this afternoon with a request that she post it online and the Municipal Clerk, confirmed it was indeed posted online, so there is already a redlined version that shows the amendments. Then procedurally the statute requires that Council introduce the amendments to the ordinance tonight. The amended ordinance or notice of that will then be published in the newspaper and the public hearing would be held on the amended ordinance. Mayor Lempert inquired that since there was a public hearing scheduled for tonight should she open up the public hearing and Ms. Cecil responded that she doesn't because they are making amendments to the ordinance and that is why you introduce the amendments and then the public hearing will be on the amended ordinance.

Councilwoman Leticia Fraga asked given that the ordinance was originally proposed by the Civil Rights Commission should Council not get input from the Civil rights Commission or would that be done during the public hearing. Ms. Cecil replied that part of the reason for then introducing the amendments is precisely so that an organization like the Civil Rights Commission can review the ordinance with the proposed amendments as introduced and then provided its feedback either prior to or during the public hearing, but without introducing the amendments it is hard to have that official weigh in.

Council President Jenny Crumiller stated that she would like to introduce the amendments to the ordinance and was seconded by Councilwoman Fraga, (which includes the amendment to the title).

Councilman Dwaine Williamson then inquired if they have to put on the record verbally what the amendments are and Ms. Cecil responded that she could certainly

walk Council through them but the ordinance with the amendments and the track changes are posted online for the public to see. She then reviewed all of the amendments:

1. The first change is right in the title, where “*gender-neutral*” and the title of the ordinance itself is changed to “*unisex*”, same changes in the “whereas” clauses;
2. The preamble to the ordinance, same change so Section One which is what is creating the new Section 11-9 was previously titled “*all gender restrooms*”, it would now be entitled “*unisex restrooms*”;
3. In definitions the very first definition “*all gender restroom, all gender restroom facility or gender neutral restroom*” has now changed to “*unisex restroom*”;
4. Previously in that definition it also said “*designated for use by any person or persons*”, the Construction Official requested that they strike “*or persons*”. It does not really alter the sense of the ordinance one way or the other;
5. There is a minor change in subparagraph C2 where it said “*single occupancy restrooms that are designated handicap accessible can also be identified as all gender*”, it now says “*as unisex with appropriate signage for both designations*” and she inserted “*for purposes of complying with the requirements of this section*”;
6. The main change is now the inserted exception where you can obtain a waiver from the requirements of the ordinance if it will conflict with state law;
7. In the section on “*applicability*”, the first one said “*for existing covered entities and places of public accommodation they would have 180 days from the date of the adoption of the ordinance to change their signage*”, that remains in place. What is struck is the second clause in that section which said “*any covered entity or place of public accommodation that applies for a temporary or final certificate of occupancy after the date of adoption of the ordinance shall be required to comply with the provision as a condition of the issuance of a temporary or final certificate of occupancy*”. This is potentially problematic under the Uniform Construction Code so that language has been struck and so instead, in terms of applicability, it will just be “*the requirements of this section shall take effect immediately except the covered entities will have 180 days to come into compliance*”;
8. The balance of the changes was modifying the statement of purpose which is solely for the Clerk’s use when they publish notice in the newspaper.

Mayor Liz Lempert then asked the Municipal Clerk to call the roll and the ordinance was amended and the public hearing for the ordinance will now be at the meeting of July 8, 2019.

2. Ordinance #2019-28 An Ordinance by the Municipality of Princeton Accepting the Donation of ±40 Acres of Passive Open Space Located between Ridgeview Road and Cherry Valley Road and Designated as Block 501, Lots 3 & 10 on the Princeton Tax Maps (Public Hearing to be carried to July 22, 2019)

**RESULT: TABLED****Next: 7/22/2019 6:00 PM**

Mayor Liz Lempert advised that there has been a request to extend the public hearing or carry it to July 22, 2019 and then turned it over to Ms. Cecil to explain. Ms. Cecil stated that they have been working with the homeowners association on the terms of the agreement which would spell out a number of things including maintenance obligations for the basin. They have also done a title search that has uncovered some easements that need to be addressed and dealt with. So basically they just need additional time to work out the details and until all those details are worked through and really nailed down it would be better for the Council to hold off on adopting the ordinance. They are reasonably confident that 30-days should do it but she can't make any promises.

Mayor Liz Lempert inquired if she should open up the public hearing and Ms. Cecil responded that she could see if anyone wishes to speak but her recommendation would be simply to carry it if she just announces the date. Mayor Lempert then announced that the public hearing will be carried to July 22, 2019.

## **XII. ORDINANCE INTRODUCTION**

1. Ordinance #2019-30 An Ordinance by the Municipality of Princeton Pursuant to N.J.S.A. 40A:12-1 et. seq. Authorizing a License Agreement for Block 27.02, Lot 76 Princeton Tax Map with Witherspoon Urban Renewal Associates, LLC to Permit the Installation of an Emergency Generator, Cooking Oil Receptacle and CO2 Receptacle Enclosure as well as with DWM Holdings, Inc. dba Kristine's for 24 Seats for Outside Dining on the Hinds Plaza (Public Hearing: July 8, 2019)

**RESULT: TABLED****Next: 7/8/2019 6:00 PM**

Mayor Liz Lempert asked Jack Morrison if he wanted to speak before or just be there in case anybody has any questions. She then asked if anyone on Council had any questions.

Councilman David Cohen stated that he pointed out a minor thing to Ms. Cecil before the meeting. In the title of the ordinance it says that it is to allow the installation of an emergency elevator instead of generator and the Municipal Clerk advised that it was corrected and changed on the website.

Councilman Tim Quinn stated that he had a lot of concerns with this ordinance as introduced. One, there is no diagram for where the seating for the new restaurant is going to go. Two, on the diagram that was provided by the Planning Office it appears that they are putting an emergency generator directly under the windows of some residents above Chuck's Spring Street Café and he doesn't know why such a generator that is going to serve 24 luxury apartments is not placed on the roof where apparently the applicant has plans to put a solar array. This also does not affect the other property at 25 Spring which has affordable housing in there so he does not know why Council is designating public land to a generator to serve 24 apartments

when we don't have an emergency generator at the place in town where everyone in town comes when the lights go out which is the Princeton Public Library. Mr. Quinn stated that he has major problems with this ordinance as it is introduced and it also combines the outdoor seating with the generator. When things go to Planning neighbors within 200 feet are notified and offered a chance to comment, this was given administrative approval by the Planning Office and is not going to the Planning Board. He could go on but he thinks they get the gist of his objections to this use of public land to benefit the residents of 24 luxury apartments.

Ms. Cecil wanted to clarify, in terms of the first comment about the diagram for the outdoor seating; it is supposed to be attached to the ordinance. There is an exhibit posted online with the agenda materials.

Jack Morrison responded that he had intended on keeping the two items separate which is why he just submitted paperwork for the generator. The idea for the licensing agreement came from the attorneys who felt let's just get the licensing agreement for both. He brought both issues to the Planning Department as a site administrative waiver; the fact that he needs a lease is why he is here. The generator was approved and he has two affordable units in there. They have 35 or 40 percent of the people there that are aging in place to 80 or 80 and up so it is a real hardship when they are on the fifth and fourth floors and there is no power for them to get downstairs. He spoke to the people who own Chuck's and he is just waiting to confirm a time for what would be an appropriate time for the generator to run on its test. It is a state-of-the-art quiet phase 2, natural gas, very quiet and when it goes on test it literally purrs because it is not under load; it's only when the generator has to work when there is no power in the area. He suggested they run it at the same time that Chuck runs his hoods because it is right next to Chuck's big fan and at 12 o'clock noon on Saturday. The property manager has been out of town so he is going to speak with him tomorrow about that. The seats again, he thought it was going to be bifurcated and he would be happy to supply the diagram. It is very similar to what the Witherspoon Grill has, 24 seats.

Councilman Tim Quinn inquired if the generator could go on top of the roof of the Spring Street Garage and if not, why? Mr. Morrison responded that the roof is not built for a load like that. Mr. Quinn then inquired about a plan to put passive solar on the roof and Mr. Morrison explained that it was a misprint they never applied for solar at all. Mr. Quinn added that the Spring Street Garage has been studied for passive solar and suggested that would be a more appropriate site for a generator rather than underneath the windows of residents whose power will go out along with everyone else's and they will have to listen to the hum or purr of a generator that won't benefit them.

Council President Jenny Crumiller stated that she has two generators and knows how noisy they can be. She hopes the generator is quiet and suggested that it might be worth discussing putting the generator on top of the garage rather than the proposed location because she knows how noisy they are.

Councilman David Cohen stated that he feels like they are starting to get into hearing territory as opposed to introduction territory and it would be more appropriate to be having this discussion when members of the public who are interested come to the next meeting. He would also like to suggest that he does not think it is a bad idea to bifurcate it into separate license for the seating. He thinks it would be cleaner if they were two separate things.

Councilwoman Eve Niedergang added that she would like to support that idea and see the generator separated from the seating. She would also like to see if possibly the generator is going to be at ground level or if that is going to be part of the discussion to make sure that the neighbors that might be affected are notified.

Ms. Cecil advised that if Council is going to bifurcate it let them bring it back as two separate ordinances at the next meeting.

Councilman Dwaine Williamson stated that he understands that this does not have to go in front of the Planning Board but he is concerned about the neighbors. They have the opportunity to come to the meeting on July 8, 2019 but feels the Planning Board is more equipped to deal with this type of issue. He is always concerned about neighbors not having enough input on something that is going to affect them directly and almost has the feeling that Council's public hearing would not be enough. He was wondering if first they bifurcate the two issues of the seating versus the generator and ask the owners to do some sort of voluntary hearing just to find out what the neighbors thoughts are.

Mr. Morrison stated the he submitted his application to the Planning Department and told them what he wanted to do and they advised him how to proceed. That is why he prepared an administrative site waiver and they approved it on the approval of Council.

Mayor Liz Lempert commented that part of what she is hearing is making sure that they are not surprising the neighbors especially because of the potential for noise and disruption. She asked Mr. Morrison to explain what public noticing or outreach he has done. Mr. Morrison responded that it is Hinkson's, Chuck's, his building and the Plaza. Ms. Lempert than asked Ms. Cecil what the noticing requirement is for the public hearing for this or is there none. Ms. Cecil responded that it is the same as with any ordinance. After it is introduced there will be a notice in the newspaper that it was introduced and stating when the public hearing will be held.

Councilman Tim Quinn wanted to point out that they have a project that was administratively approved and came before Council for a courtesy review with no neighborhood involvement and you can see it right out there, the fueling station, so he would urge Council not to make the same mistake. It is fewer residents but he would urge Council not to make the same mistake.

Mr. Morrison stated he would be happy to get the sign-off from the residents above and the little Spring Street row, they are his neighbors and Council President Jenny Crumiller responded that it would be helpful. Councilman David Cohen stated that he was actually going to suggest, whether it would be easier or not, voluntarily noticing any neighbors within a 200 foot radius by sending them a letter that this will be heard by Council.

### XIII. RESOLUTIONS

1. 19-188 Resolution Directing the Investigation of Whether Properties Owned by the Princeton Theological Seminary and the Center for Theological Inquiry, Located on Stockton Street and Library Place, meet the Criteria for Inclusion in the Princeton Theological Seminary Non-Condemnation Area in Need of Redevelopment

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	David Cohen, Councilman
<b>SECONDER:</b>	Eve Niedergang, Councilwoman
<b>AYES:</b>	Cohen, Crumiller, Niedergang, Williamson, Quinn, Fraga

Mayor Liz Lempert asked Councilman David Cohen if he wanted to explain what this is as Chair of the ad hoc group. Councilman David Cohen explained that at the last ad hoc meeting which was on May 31, 2019 there was a fair amount of unrest from members of the community and one of the suggestions from one of the people present was why couldn't they expand the area in need of redevelopment designation to include the adjacent property across Library Place which is where the Seminary's library actually sits. They have a lot of surface parking there as well and the thought was that expanding the area in need of designation would give the designers more flexibility in terms of shifting things around, possibly reducing the density on the Tennent-Roberts site so that is the reason why the area need is being re-examined to see if it is appropriate under the redevelopment statute to expand it.

Council President Jenny Crumiller wanted to add that she thinks it is a really good idea.

Mayor Liz Lempert added that this is the beginning of a process so just studying it doesn't guarantee anything but it seemed like Council heard from the neighbors and others that it makes sense to include it and at least potentially see if it is viable.

2. 19-189 Resolution Awarding A Professional Services Agreement to LRK, Inc. for Professional Planning Services Not to Exceed \$7,500.00

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Jenny Crumiller, Council President
<b>SECONDER:</b>	Tim Quinn, Councilman
<b>AYES:</b>	Cohen, Crumiller, Niedergang, Fraga, Williamson, Quinn

3. 19-190 Resolution Authorizing Settlement of Litigation Captioned William Drake v. Municipality of Princeton Docket No. MER-L-2271-16

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Jenny Crumiller, Council President  
**SECONDER:** Eve Niedergang, Councilwoman  
**AYES:** Cohen, Crumiller, Niedergang, Fraga, Williamson, Quinn

4. 19-191 Resolution Amending 2018 Professional Services Agreement with Burgis Associates, Inc. to Increase the Not to Exceed to \$12,300.00 for the Total Not to Exceed \$49,300.00 and Awarding a New One-Year Professional Services Agreement to Burgis Associates, Inc. for Affordable Housing Planning Services for the Not to Exceed \$41,000.00

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** David Cohen, Councilman  
**SECONDER:** Tim Quinn, Councilman  
**AYES:** Cohen, Crumiller, Niedergang, Fraga, Williamson, Quinn

Mayor Liz Lempert inquired if she had to recuse herself for the services for Affordable Housing Planner and Ms. Cecil advised yes. Council President Jenny Crumiller then introduced the resolution.

5. 19-192 Resolution Authorizing a Services Agreement in the Not to Exceed Amount of \$20,717.50 with Environmental Management Associates, Inc. for the Testing and Removal of Groundwater and Soils from the Former Department of Public Works Valley Road Site

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Dwaine Williamson, Councilman  
**SECONDER:** Tim Quinn, Councilman  
**AYES:** Cohen, Crumiller, Niedergang, Fraga, Williamson, Quinn

Mayor Lempert inquired if any items that anyone would like removed from the Consent Agenda and Councilwoman Eve Niedergang suggested item #2, Resolution 19-194, "Resolution Approving Special Services Agreement with Miller, Porter & Muller, P.C. for Conflict Counsel Services Not to Exceed \$4,500.00" be removed. Councilman David Cohen also suggested item #11, "Completion Time Extension to September 30, 2019 to Chabad-Lubavitch of Mercer County, Inc. For 645 state road (block 2701 lot 3) Major Site Plan with Conditional Use with Variances" because he cannot vote on it. Mayor Liz Lempert asked for a motion to approve the Consent Agenda for all items except #11.

#### XIV. CONSENT AGENDA

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Jenny Crumiller, Council President
<b>SECONDER:</b>	Tim Quinn, Councilman
<b>AYES:</b>	Cohen, Crumiller, Niedergang, Fraga, Williamson, Quinn

1. 19-193 Resolution Authorizing the Payment of Bills and Claims
2. 19-195 Resolution Support of Electric Vehicles
3. 19-196 Approving a Chapter 159-Special Budget Item Alcohol Education Rehabilitation Enf. Fund \$4,581.36
4. 19-197 Resolution Authorizing Alcoholic Beverage Licenses for the Licensing Period July 1, 2019 to June 30, 2020
5. 19-198 Resolution Authorizing Appointments to Boards, Commissions and Committees
6. 19-199 Resolution Authorizing a Professional Services Agreement in the Not to Exceed Amount of \$14,115.00 with Melick-Tully & Associates, a Division of GZA GeoEnvironmental, Inc. (MTA), for Geotechnical Services Related to Pavement Design of Municipal Roadways
7. 19-200 Resolution Approving Fire Fighter Application for Associate Member Adam J. Hurley
8. Release of Cash Maintenance Guaranty in the Amount of \$17,192.79 to the Trustees of Princeton University for the School of Architecture Lab Replacement, Washington and FitzRandolph (Block 50.01, Lot 18), Major Site Plan
9. Completion Time Extension to June 30, 2020 to Institute for Advanced Study for Faculty Housing, Godel Lane (Block 10501 Lots 2, 2.09 - 2.16), Preliminary / Final Subdivision and Major Site Plan
10. Release of Maintenance Guaranty in the Amount of \$196,137.07 to Fountain Ridge, LLC for Copperwood at Princeton, Bunn Drive (Block 4301, Lots 3 and 4, Block 4401, Lots 1 and 2)

Council then returned to discuss the two items that were removed from the Consent Agenda, 19-194 “Resolution Approving Professional Services Agreement with Miller Porter & Muller, P.C. for Conflict Counsel Services Not to Exceed \$4,500.00”

Councilwoman Eve Niedergang asked for an explanation as to what the resolution is about. Ms. Cecil explained that it is about a complaint that has been filed in small claims court against Princeton. She can’t really tell what the allegations are but there is a conflict of interest so Gerry Muller, who is the Planning Board Attorney, is available with his associate and there is a court date this Friday so it was important to get someone. Councilwoman Niedergang asked if this was normal procedure and Ms. Cecil responded yes if there is a conflict of interest you bring in someone else and they were available on short notice.

Mayor Liz Lempert asked for a motion to approve Resolution 19-194. A motion was made by Councilman Tim Quinn, seconded by Councilwoman Eve Niedergang and approved unanimously by all.

“Completion Time Extension to September 30, 2019 to Chabad-Lubavitch of Mercer County, Inc. for 645 State Road (Block 2701 Lot 3) Major Site Plan with Conditional Use with Variances”

A motion to approve the completion time extension was made by Council President Jenny Crumiller, seconded by Tim Quinn and passed unanimously by the remaining members of Council.

**XV. CLOSED SESSION (CONTINUATION OF ABOVE IF NECESSARY)**

A motion to adjourn Open Session at 9:04pm was made by Councilman David Cohen, seconded by Councilman Tim Quinn and carried unanimously by those present.

A motion to then re-enter into Closed Session was made by Councilwoman Eve Niedergang, seconded by Councilman Tim Quinn and carried unanimously by those present.

**XVI. ADJOURNMENT**

A motion to adjourn Closed Session at 10.35pm was made by Councilman David Cohen, seconded by Councilwoman Eve Niedergang and carried unanimously by those present.

Respectfully Submitted,

Delores A. Williams  
Municipal Clerk

JUNE 2019



# BUILDING COMMUNITY THROUGH THE ARTS

*Neighborhood and Community Report*





JUNE 2019

# 2018-2019 HIGHLIGHTS

THE ARTS COUNCIL PROVIDES MORE THAN \$350,000 IN FREE ARTS AND EDUCATION OUTREACH PROGRAMMING AND SCHOLARSHIPS SO THAT OUR PROGRAMS ARE ACCESSIBLE AND INCLUSIVE.

- |                           |                          |                           |
|---------------------------|--------------------------|---------------------------|
| Communitiversity ArtFest  | Arts Exchange            | Creative Aging & Arts and |
| Bollywood Nights          | Princeton Parklet        | Heath Programs            |
| Hometown Halloween Parade | Community Stage          | Exhibitions               |
| Free Fall Open House      | Art Classes for all ages | Summer Courtyard Concerts |
| El Dia de los Muertos     |                          | Dance Princeton Dance     |





JUNE 2019

# PRINCETON NURSERY SCHOOL

WEEKLY ARTS CLASSES ARE PROVIDED BY THE ARTS COUNCIL THROUGHOUT THE SCHOOL YEAR. THESE CLASSES ARE FUNDED JOINTLY BY ACP AND PNS. THE PNS GRADUATION IS HELD IN THE SOLLEY THEATER.





JUNE 2019

# PRINCETON YOUNG ACHIEVERS

THROUGH A COLLABORATION WITH THE PRINCETON YMCA,  
WEEKLY "CREATIVE FRIDAY" ARTS CLASSES ARE HELD AT THE  
PANNELL CENTER FOR PYA STUDENTS.





JUNE 2019

# JOINT EFFORT SAFE STREETS

THE ARTS COUNCIL OF PRINCETON WAS THE RECIPIENT OF THE  
MILDRED TROTMAN COMMUNITY SERVICE AWARD AT THE JOINT  
EFFORT SAFE STREETS EVENT AT THE PAUL ROBESON CENTER







JUNE 2019

# SCHOLARSHIPS

SCHOLARSHIPS ARE PROVIDED TO LOCAL STUDENTS WHO ARE ELIGIBLE FOR FREE OR REDUCED LUNCH AT SCHOOL. IN 2018-19, 30 STUDENTS WERE ABLE TO RECEIVE QUALITY ARTS EDUCATION THROUGH THIS PROGRAM.

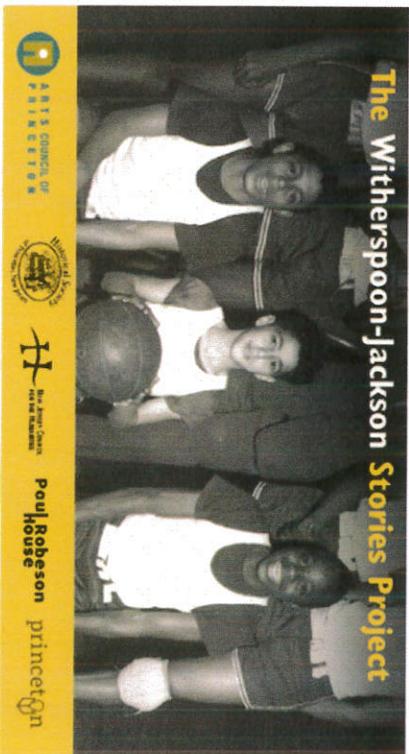




JUNE 2019

# THE WITHERSPOON- JACKSON STORIES PROJECT

THE PROJECT'S PURPOSE WAS TO COLLECT PERSONAL STORIES AND CREATE A PERMANENT RECORD TO TIE TOGETHER PHOTOGRAPHIC COLLECTIONS CURRENTLY HOUSED BY THE ARTS COUNCIL, THE PRINCETON PUBLIC LIBRARY, PAUL ROBESON HOUSE AND THE HISTORICAL SOCIETY OF PRINCETON. A VIDEO ON THE NEIGHBORHOOD WAS THE LAST INSTALLMENT OF THIS PROJECT AND WAS COMPLETED IN 2018.



JUNE 2019

# DR. MARTIN LUTHER KING JR. DAY CELEBRATION

THE ARTS COUNCIL HOSTS AN ANNUAL CELEBRATION THAT INCLUDES SPEAKERS, ART PROJECTS, AND A MUSICAL PERFORMANCE. IN 2019 THE FEATURED SPEAKERS WERE THE REVEREND LUKATA MUMBE AND TRACY K. SMITH.



Dr. Surinder Sharma

I understand the municipality; PPS and the staff are undergoing some difficult period to address multitude of problems. As citizens, it is our duty to provide constructive inputs and offer a helping hand and encourage to stay focused.

#### Equity in PPS

The first one is about Equity problems in PPS. I won't go into details about these problems as these are well documented by a consultant Marceline DuBose hired by PPS and highlighted in Dr. Steve Cochran's report dated July 18, 2018. As a representative of the Civil Rights Commission, I have been attending meetings Chaired by Michelle Tuck-Ponder to address the Equity issue. Once the problem is known, it takes resources to address such problems.

Well, I am pleased to say that WJDC has taken a small but positive step towards addressing the equity problem for the PPS students who have connections to the WJ Neighborhood. Yina Moore, President of the WJDC and the Board Members (and I am one of the board members) have committed substantial amount of funds to host an Entrepreneurship Summer camp from Aug 5-16. The Camp will be organized and run by PPS and the material will be provided by NFTE. I urge the Mayor and the Council Members to promote and encourage all eligible students to take full advantage of the Summer Camp. I am personally committing a substantial amount of my time and a 1,000\$ towards the summer camp. I believe providing knowledge and skills to the students from the WJ neighborhood will go a long way to positively address the Equity issue at PPS.

#### Science, Technology and Innovation Board

A few months back, I requested the Mayor and the Council to consider a new Municipality Board that I called Science, Technology and Innovation Board. I believe many scholars (such as Dr. Rush Holt, Dr. Andrew Zwicker and others) will agree that such a board will be extremely useful in addressing how the Governing Body, the Management team (administrators) can truly benefit not only in formulating the policies but most importantly how such a board could instill the discipline, knowledge, tools and procedures that can be efficiently implemented for the use of our limited resources for the benefit of our citizens and also help towards a smart growth goal of Princeton. Perhaps some of the present challenges faced by the municipality could have been more positively mitigated.

#### Affordable Housing

As I highlighted last year, the affordable housing is not about how many units Princeton is obligated to build. I won't get into that. However, we should address the root cause of the problem and that I believe is the Economic Equity issue. We need to address how we can help the most deserving, how they can truly get out of the needs for the affordable housing. We should address how we can provide skills and education and other means to bring the income level higher for the most deserving. As far as the lack of space in Princeton, my proposal from last year of building a multi-income, multi-purpose building right here at 400 Witherspoon (and other similar places in town) merits discussions. For example, such a building could be used for the PSRC members for their future needs. Instead of 20%, the affordable units could be up to 50% since the builders don't have to pay for the land costs.

#### Shared Services

Again, last year I mentioned how we need to share services not only with the PPS but adjoining municipalities and the county. Thank you for taking the first steps to study the areas of shared services with the PPS but I believe we can do a lot more by sharing services among the adjoining municipalities, as was highlighted by Senator Sweeny's report last year, and thus lower the burden of taxes for the residents.

Help Trenton and Help Yourself

Mercer county is a system, when one part of the system is not functioning at its optimal, the whole system suffers. We need to help constructively and positively the Trenton municipality weather it is the environment or infra-structure or businesses education or citizen safety, we need to have more interactions among each other at various levels. Helping others help you! Think about, our taxes could be lower!!

Yellow Flag: Take with me



# Financial Assistance Outreach

*Princeton Recreation Department*

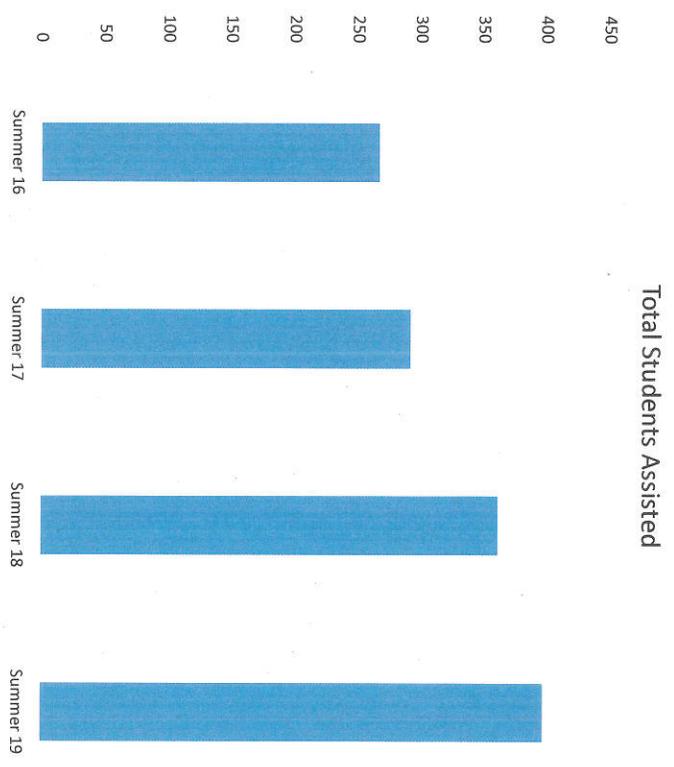
*June 2019*

*Ben Stentz, Executive Director*

# Partnerships Promote Expansion

- Princeton Recreation is proud to be partnering with many community organizations, including:

- Corner House
- Griggs Farm Association
- Housing Initiatives Princeton (HIP)
- J. Seward Johnson Charitable Trust
- Joe Fund (Littlebrook)
- Koko Fund (JP School)
- Parker Bear Fund (CP School)
- Princeton Community Housing (PCH)
- Princeton Children's Fund (PCF)
- Princeton Public Schools
- Send Hunger Packing Princeton (SHUPP)



Ben Stentz, Executive Director

# Pooling of Available Resources

- 157 day campers receiving lunch each day at no add'l cost to family
- 168 day campers receiving swim lessons at no add'l cost to family
  - *Through strategic partnerships, Princeton Rec. is able to absorb 100% of expenses related to camp swim lessons*
  - *In 2018, to ensure that day campers attending PPS half-day summer program could still benefit from swim lessons, REC Staff created new afternoon swim lesson option for these students*
- 2019: Shared services with PPS reduced REC expenses and created opportunity for an additional 40 students to attend Teen Travel Camp
- 2018:
  - 87% of total lunch recipients received financial assistance
  - 67% of all day campers received financial assistance
  - 59% of all Travel Campers received financial assistance

Ben Stentz, Executive Director

# THANK YOU TO OUR PARTNERS!

- CORNER HOUSE
- GRIGGS FARM ASSOCIATION
- HOUSING INITIATIVES PRINCETON (HIP)
- J. SEWARD JOHNSON CHARITABLE TRUST
- JOE FUND
- KOKO FUND
- PARKER BEAR FUND
- PRINCETON CHILDREN'S FUND (PCF)
- PRINCETON COMMUNITY HOUSING (PCH)
- PRINCETON PUBLIC SCHOOLS
- PRINCETON RECREATION COMMISSION
- R AND K'S POOLSIDE CAFE
- SEND HUNGER PACKING PRINCETON (SHUPP)

Ben Stentz, Executive Director



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 07/08/19 05:30 PM  
Department: Clerk

**AGENDA ITEM**

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**June 27, 2019 Closed Session**

**ATTACHMENTS:**

- Closed Session June 27, 2019 (DOC)

**Closed Session Minutes  
Of the Mayor and Council of Princeton  
June 27, 2019**

Present: Councilman David Cohen, Council President Jenny Crumiller, Councilwoman Leticia Fraga, Councilman Tim Quinn, Councilman Dwaine Williamson, Councilwoman Niedergang and Mayor Liz Lempert

Absent:

Staff Present: Marc Dashield, Administrator, Kevin Van Hise, Assistant Municipal Attorney, Maureen Fullaway, Affordable Housing Manager, Michael La Place, Planning Director and Shirley Bishop, Housing Consultant

Council President Crumiller called the meeting to order at 4:30 P.M. and asked if the requirements were met of the following statement:

*“The following is an accurate statement concerning the providing of notice of this meeting and said statement shall be entered in the minutes of this meeting. Notice of this meeting as required by sections 4a, 3d, 13 and 14 of the Open Public Meetings Act has been provided to the public in the form of the written notice attached hereto. On June 25, 2019 at 9:56 a.m., said notice was posted on the official bulletin board, transmitted to the Princeton Packet, the Trenton Times, the Town Topics, and filed with the Municipal Clerk.*”

Ms. Crumiller asked for a motion for **Resolution 19-201**, as follows:

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

**BE IT RESOLVED** by the Mayor and Council of Princeton:

This body will now convene into closed session that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7B of the Open Public Meetings Act.

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

- If necessary for advice of counsel with respect to pending litigation and matters falling within the attorney-client privilege regarding Princeton’s affordable housing declaratory judgment action (In the Matter of the Application of the Municipality of Princeton, Docket No. MER-L-1550-15)

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

Councilwoman Fraga moved Resolution 19-201 which was seconded by Councilman Cohen. Council members Cohen, Crumiller, Fraga, Williamson, Niedergang and Quinn voted in the affirmative.

Princeton Council recessed into closed session.

Mr. Van Hise updated Council in regards to mediation concerning Princeton's affordable housing declaratory judgment action (In the Matter of the Application of the Municipality of Princeton, Docket No. MER-L-1550-15).

Ms. Bishop left Closed Session at 5:14 p.m. and returned at 6:11 p.m. and left again at 6:57 p.m., Attorney Van Hise left the meeting at 6:07 p.m., Ms. Fullaway left at 6:55 p.m., Councilman Cohen left at 7:03 p.m. and Mr. La Place left at 7:05 p.m.

A motion to adjourn Closed Session at 7:13 p.m. was made by Councilwoman Fraga, seconded by Council President Crumiller and carried unanimously by those present.

Respectfully Submitted,

Dawn M. Mount  
Deputy Municipal Clerk



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 07/08/19 05:30 PM  
Department: Police Department

**AGENDA ITEM**

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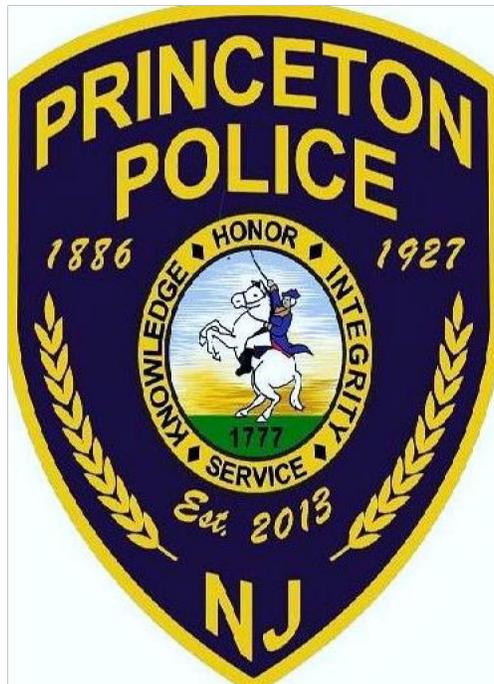
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**April Police Report**

**ATTACHMENTS:**

- April 2019 Monthly Report (PDF)

PRINCETON POLICE  
DEPARTMENT  
CHIEF'S MONTHLY REPORT



APRIL  
2019

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# Safe Neighborhood Bureau Monthly Report

April 2019

- ❖ **April 01** – Girl Scout Troop Tour and K9 demonstration.
- ❖ **April 05** – Riverside School 2<sup>nd</sup> grade visit (47 students) Station Tour and Fire demo.
- ❖ **April 06** – SNB participated in Lead Like a Girl Conference. Stuart Country Day School.
- ❖ **April 8-12** – SNB conducted Bullying presentations to entire JW School 6<sup>th</sup> grade.
- ❖ **April 09** – SNB attended PADA Hidden in Plain Sight presentation.
- ❖ **April 18** – Redding Circle BBQ Planning meeting.
- ❖ **April 25** – SNB Hosted Take your child to work day at PPD HQ.
- ❖ **April 30** – SNB Attended Trenton Diocese Blue Mass
- ❖ **April 30**– Johnson Park School 2<sup>nd</sup> grade visit
- ❖ **April 30**– SNB conducted vaping presentation for parents at St. Paul’s School

## Other Issues of note.

- ❖ SNB Performed 47 vacant house checks, conducted 2 Foot Patrols, assisted PPD patrols on 31 calls and installed/inspected 5 child safety seats. SNB officers also covered 6 school crossings, conducted 6 Taxi Inspections and conducted school initiative patrols.
  
- ❖ The PPD social media footprint continues to steadily increase. Reviews of analytics show engagement remains positive. It should be noted that the PPD social media reach is an organic reach. (Unassisted by paid promotion)
  
- ❖ Nixle/Everbridge Overall subscribers: 16695 (+35) of which 8,220 are residents (+29).
  
- ❖ Twitter 5,242 followers (+92) and 75.1K impressions (+7K)
  
- ❖ Facebook = 5,422 likes (+179) 5,816 followers (+463) 124K impressions, 22,480 post engagements, and 21,336 video views
  
- ❖ Instagram = 1,720 (+44)

## The Safe Neighborhood Unit and Our Schools

Throughout the school year, the Safe Neighborhood Bureau provides informative presentations pertaining to the ongoing issues that affect our youth on a regular basis. Issues such as bullying, cyberbullying, social media awareness and the pitfalls of alcohol, drug abuse and vaping. These important topics greatly affect our young people. We have also contacted school principals and headmasters alike to make them aware of the presentations and services we have available. All presentations are age appropriate and are listed on the following page.

The Safe Neighborhood Bureau has also made a commitment to the Princeton public school district to continue to train their new teachers in what to expect from police during an emergency response. The training takes place the 1<sup>st</sup> Monday of the month at various schools within the district. This month's meeting was at the Littlebrook Elementary School.

## Our Social Media

The PPD social media footprint remains solid and continues to steadily increase. While we continue to promote our community projects, we are also very aware of the importance of advising our community about the burglaries, thefts, scams, road closings (planned and emergent) and many other types of criminal activity. The past 30 days have seen 3 different posts seeking to identify shoplifters, all of whom were identified by people who viewed the suspects on our social media pages. Our pages continue to reflect our ongoing efforts to bridge the gap between what our community members hear in general about police on a national level and what they experience with the Princeton Police on a local level. Our pages spotlight our connection with the community by putting our efforts to serve and protect them at the forefront of our overall mission. In the last 2 ½ years our reach has doubled and our ability to reach a large portion of our community stakeholders with a mouse click has helped live up to our mission. All of this makes the efforts of our officers on patrol all the more transparent and understandable in the event of an emergency.

## Security Concerns for Houses of Worship

The Poway, CA Synagogue shooting once again highlighted the need for security and situational awareness training for congregants and staff within Houses of Worship. To date, The Safe neighborhood Bureau has conducted 6 security assessments at various houses of Worship. One of these assessments helped The Jewish Center obtain a Department of Homeland Security Grant for \$50,000 to enhance security. A second assessment has been completed and may add additional funds for more enhancements.

Clergy, admin and staff at all of our local Houses of Worship have been contacted and advised of our training capabilities and willingness to assist them in securing their respective House of Worship.

## Crime Prevention Issues

There have been several burglaries of homes and vehicles that have occurred in Princeton as well as other neighboring municipalities. The Safe Neighborhood Bureau recently met with members of the Ettl Farm Housing Association and provided them with up to date, relevant information regarding home security issues and crime prevention techniques available to them. We also provided them with a checklist to disseminate to their members for use as a guideline as they endeavor to make their residences more secure. An unfortunate common thread that many of these types of crimes have in common, is that many of the homes and vehicles burglarized have been unlocked or poorly secured. A great deal of criminal acts are spontaneous, crimes of opportunity. Which means that a burglar looking for a house or car to burglarize, doesn't always know which home or car they will hit. That decision is made as they are checking car doors or knocking on the doors of residences they may want to burglarize. The PPD strongly recommends that people lock the doors of homes and vehicles at all times. Another way to protect yourself and your property is to call police at the time you observe suspicious behavior like people loitering around a neighbor's home (or your own), or people going door to door in a neighborhood who don't appear to be affiliated with any business or utility. (Lack of uniforms, or properly marked vehicles or not wearing visible ID cards. Contact us for more information at 609-921-2100 ext. 5.

# The SNB in Our Schools

The Safe Neighborhood Bureau conducted a series of timely presentations to students in our local public and private schools. We worked extensively with Mrs. Amy Wargo to present information to the entire 6<sup>th</sup> grade class at John Witherspoon School on the topic of Bullying. We also met with parents of St. Paul's School parents for a lively Vaping presentation. Our bureau also cohosted a DEA presentation entitled "Hidden In Plain Sight" Do you know what's in your kid's room? All presentations were well attended and well received by their respective audiences. We appreciate the trust extended by our partners in the public and private school sectors as we do our part to better the quality of life in our community through education. Below is a list of the presentations we currently offer.

## **List of Presentations Available for 2018-2019**

### **Presented by Officers of the PPD Safe Neighborhood Bureau**

*Active Shooter Incidents*

*Bicycle Safety*

*Current Drug Trends*

*Cyber Safety*

*Cyberbullying*

*Decision Making*

*Drunk Driving*

*Drug and Alcohol Awareness*

*Firearms Safety*

*Halloween Safety*

*Recognizing and Dealing with Suspicious People*

*Respect and Anti-Bullying Presentation*

*Social Media*

*Social Hosting Laws*

*Stranger Danger*

*Swatting*

*What do I do if I'm stopped by police?*



## **Princeton Police Department**

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

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

### **Juvenile Report April 2019**

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

A sixteen-year-old boy was charged with Shoplifting after it was found he concealed a bottle of alcoholic beverage in a shopping bag and left the store.

A fourteen-year-old boy and a seventeen-year-old boy were charged with Arson after they were found to have intentionally set a fire in a bathroom at the Institute for Advanced Study and a fire in the woods near the Holly House.

A fourteen year old boy was charged with Possession of CDS and Paraphernalia after he was found to be in possession of Marijuana, THC Oil, a pipe and metal grinder.

#### **Station House Adjustment-0**

#### **DCP&P Referrals**

A referral was made to DCP&P after a fifteen year old male was found to have had a physical altercation with his mother and upon patrols arrival she was found to have suicidal ideations. DCP&P is investigating.

A referral was made to DCP&P after a ten year old boy's mother, who was at work, contacted our department to report that he did not come home after school. DCP&P advised they would classify this notification as an "Information Referral" and they would not be following up.

A referral was made to DCP&P after a seventeen year old boy's mother was charged with Abuse/Neglect of a Child after she was found to have slapped him several times in the face and then struck him on the back and his side with an aluminum mop which bent as a result. He suffered multiple abrasions on his neck, face and back as a result from physical altercation. DCP&P is investigating.

#### **Megan's Law Registration-0**

## TOTAL ARRESTS

2019	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2019
Arrests	33	20	35	33									121

2018	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2018
Arrests	33	25	34	31	39	46	35	28	21	33	24	20	369

## SERVICE CALLS

Service Calls	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
2019	3,162	3,361	3,398	3,210									13,131
2018	2,896	2,989	3,849	3,507	3,808	3,749	3,496	3,482	3,378	3,988	3,445	3,045	41,632

## APRIL OFFENSES

OFFENSE TYPE	APRIL 2018	APRIL 2019	YTD 2019
Assault/Aggravated	0	1	4
Assault/Simple	4	2	13
Burglary	5	7	22
Criminal Mischief	5	14	28
CDS Possession – Marijuana	4	7	18
CDS Possession – Heroin	0	0	1
DUI	5	4	14
Robbery	0	0	0
Sexual Assault	0	1	2
Theft	11	17	54
Warrant Arrest	4	6	19
TOTAL	38	59	175

## APRIL NON-CRIMINAL INCIDENTS

NON-CRIMINAL INCIDENTS	APRIL 2018	APRIL 2019	YTD 2019
Alarms Auto	1	1	4
Alarms Burglary	6	1	4
Alarms Commercial Burglary	30	35	103
Alarms Commercial Fire	14	16	71
Alarms Fire	2	3	21
Alarms Medical	6	16	44
Alarms Other	3	1	13
Alarms Panic	8	4	59
Alarms Residential Burglary	53	57	166
Alarms Residential Fire	6	18	71
Animal Complaints	48	49	108
Emotionally Disturbed Person	6	8	17
Fire (Other) Odor of Smoke	7	7	21
Fire Commercial	0	0	0
Fire Dwelling	0	2	3
Fire False	0	0	0
Fire Vehicle	0	0	1
Firearms Background	2	5	21
Foot Patrol	38	50	136
Medical Call	167	180	714
Missing Person	6	2	14
Motor Vehicle Stop	969	522	2,840
MVA Involving Injury	11	7	23
MVA No Injury	56	70	220
MVA No Report	1	8	23
MVA With Bicycle	1	0	4
MVA With Deer	0	1	8
MVA With Pedestrian	3	0	4
Noise Complaint	12	26	65
School Crossing	95	96	518
School Detail	47	31	101
Urinating in Public	0	0	2
Non-Criminal – TOTAL	1,598	1,215	5,399

## APRIL SUMMONSES

SUMMONS TYPE	APRIL 2018	APRIL 2019	YTD 2019
All Other	104	86	496
Careless Driving	45	46	133
Cell Phone	39	11	54
Driving While Intoxicated	5	4	14
Driving While Suspended	27	15	99
Failure to Exhibit Documents	13	9	40
Failure to Inspect	37	4	72
Failure to Wear Seatbelt	32	6	24
Failure to Yield to Pedestrian in Crosswalk	33	6	43
Maintenance of Lamps	15	4	27
Speeding	104	86	497
Uninsured Motorist	7	4	16
Unlicensed Driver	22	13	44
Unregistered Vehicle	53	33	177
Total Summonses	584	364	1,773

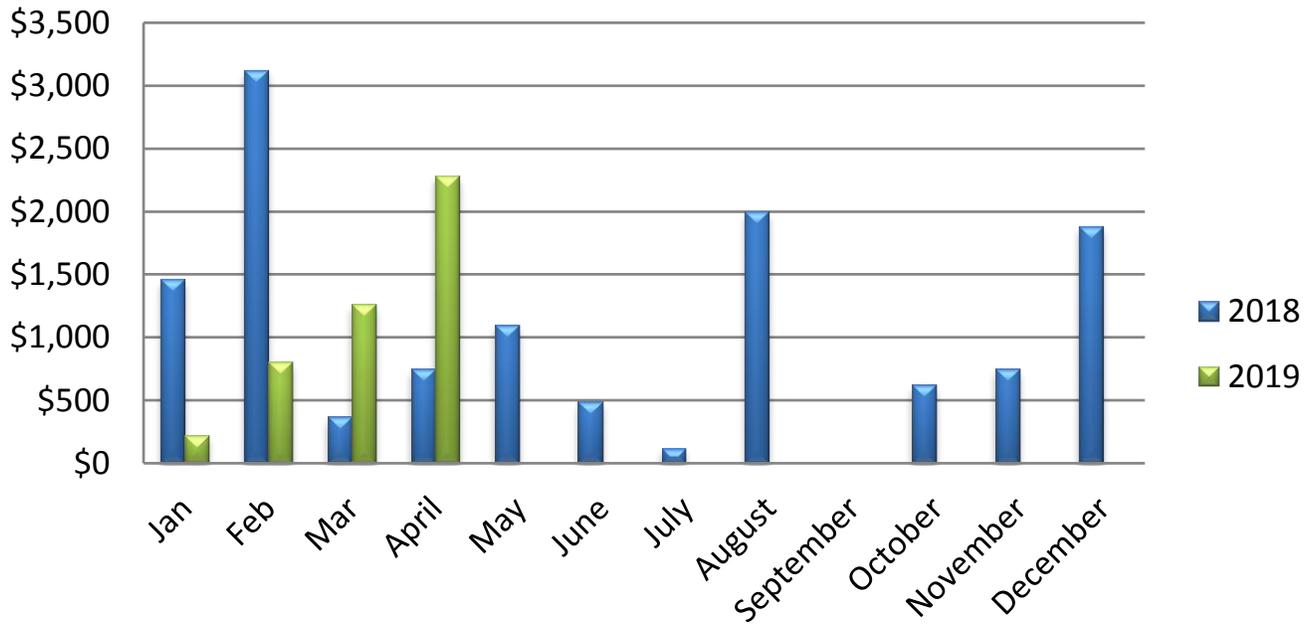
## APRIL PARKING VIOLATIONS

PARKING ORDINANCE	APRIL 2018	APRIL 2019	YTD 2019
Bus Zone	1	2	3
Loading Zone	47	24	59
Parking Within Designated Parking Stalls	17	16	114
No Parking Zones/Anytime	36	24	255
Park Between 2AM & 6AM 1hr Limit	172	114	592
Parking Limit 2 hrs Between 8AM & 6PM	48	18	147
Park Between 2AM & 6AM in Municipal Yard	4	0	3
Meters	1,518	1,857	6,906
Meter Feeding	1	23	45
Parking in Handicap Space	0	0	2
All Others	75	83	313
<b>Total - Parking Violations</b>	<b>1,919</b>	<b>2,161</b>	<b>8,266</b>

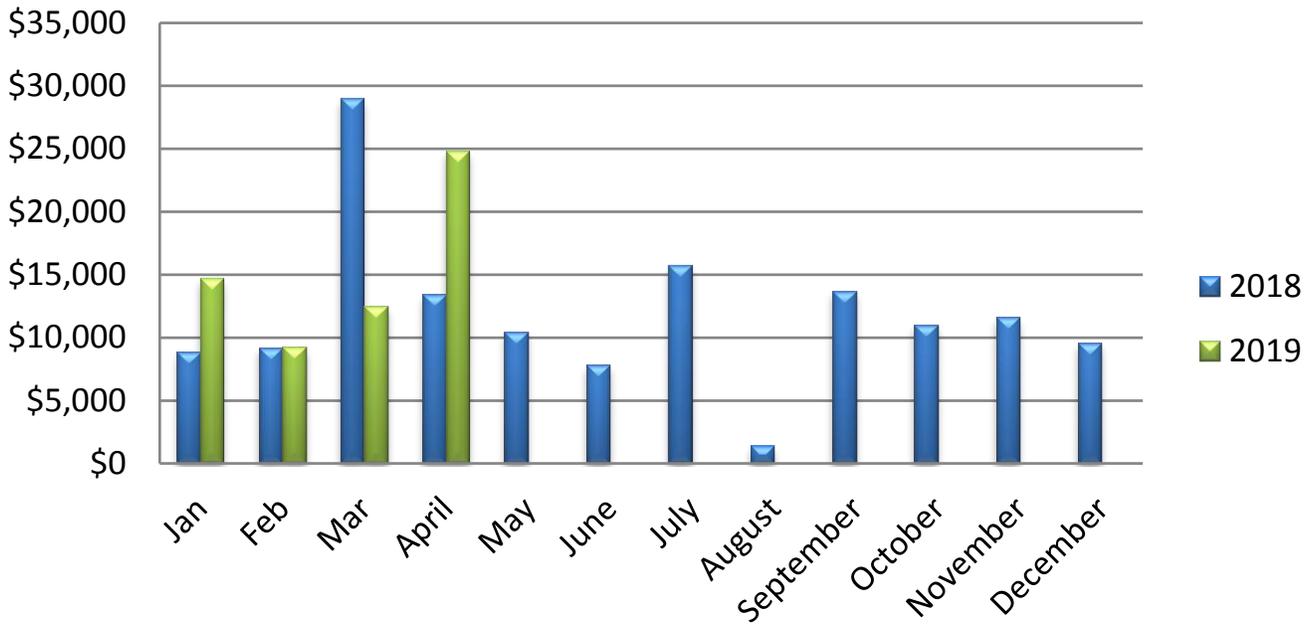
## APRIL ORDINANCE VIOLATIONS

ORDINANCE VIOLATION	APRIL 2018	APRIL 2019	YTD 2019
Bicycles/Skateboards Prohibited	1	0	1
Consumption Alcohol in Park	0	0	0
Disorderly Conduct	0	0	0
Dog Without a Leash	0	0	0
False Alarm – 2 <sup>nd</sup> Offense	4	10	27
False Alarm – 3 <sup>rd</sup> Offense	1	2	7
False Alarm – 4 <sup>th</sup> Offense	1	1	3
Failure to Register Alarm	6	2	7
Failure to Remove Snow	0	0	2
In Park After Hours	0	0	0
Left Turn Prohibited	0	1	1
Littering	0	2	5
Noise Complaint	0	0	2
Open Container	1	0	3
Other	1	2	12
Overweight Vehicle	17	7	40
Urinating in Public	1	0	4
<b>Total - Ordinance Violations</b>	<b>33</b>	<b>27</b>	<b>114</b>

## Detective Overtime



# Patrol Overtime





# Princeton Police Department

1 Valley Road, Princeton, NJ 08540  
 Phone: 609-921-2100 Fax: 609-924-8197 Mun. Code: 1110

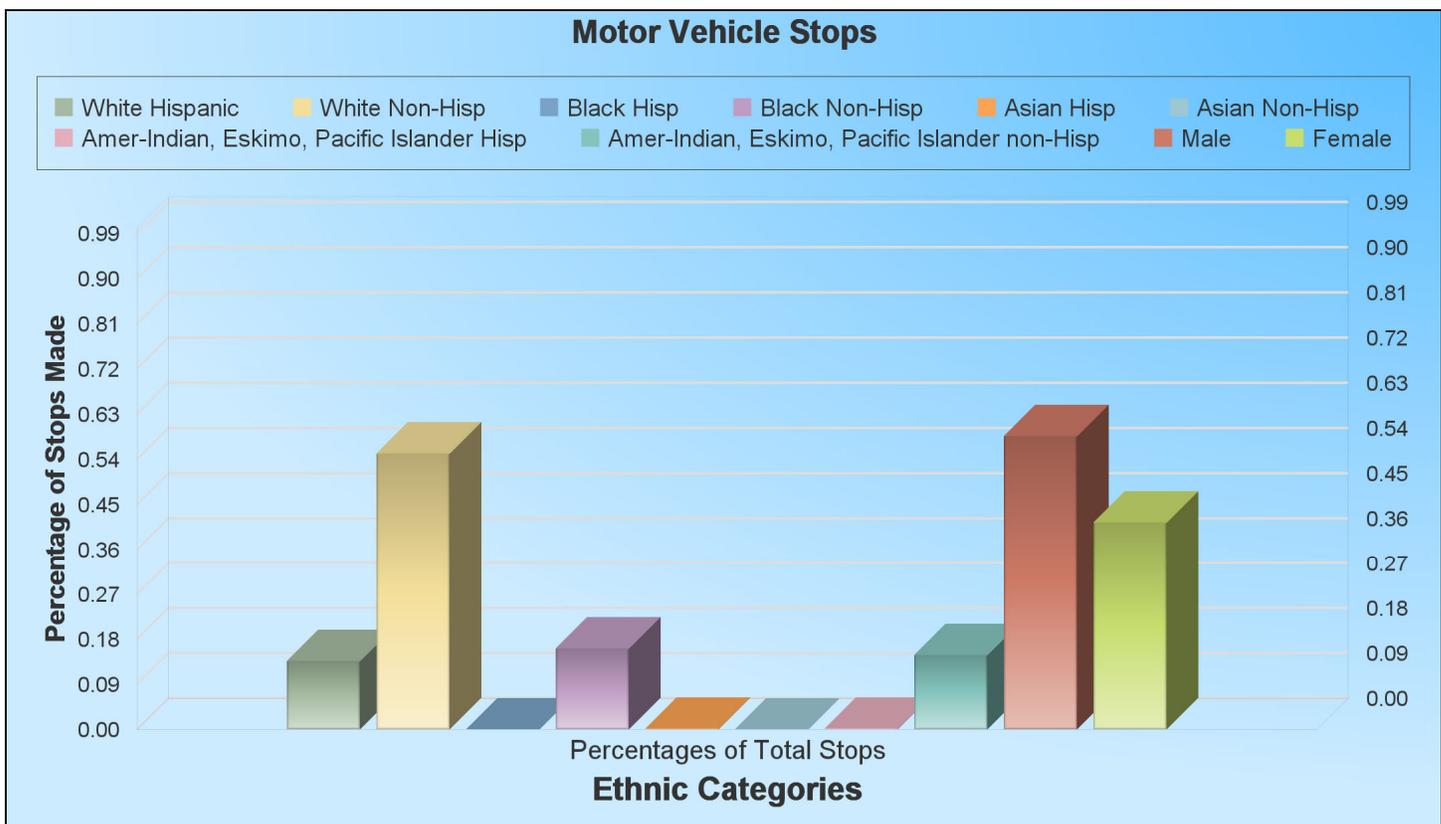


## Gender & Ethnicity Report MV Stops for April 2019

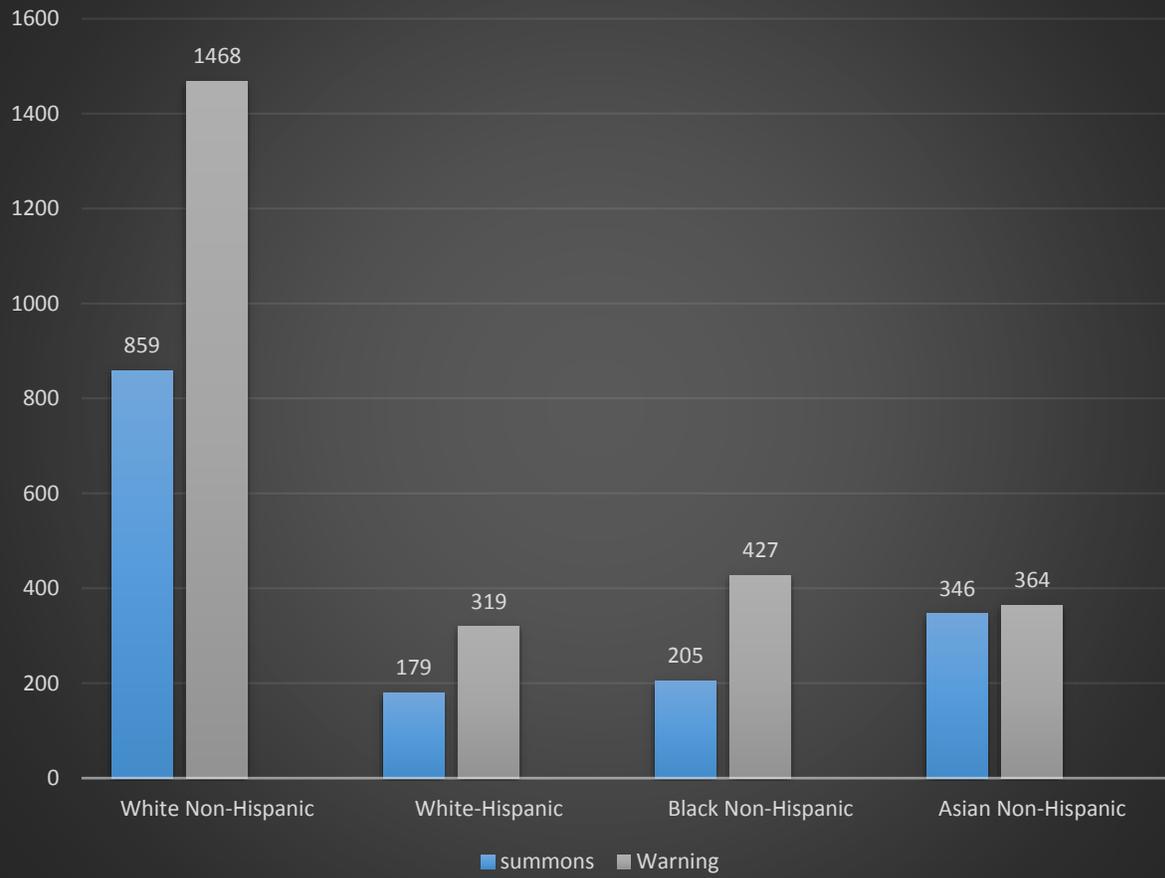
**Total MV Stops: 522**

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

Race Code	Total #	Percentage
White Hisp.	71	13.60%
White Non Hisp.	288	55.17%
Black Hisp.	0	0.00%
Black Non-Hisp.	84	16.09%
Native Amer/Eskimo Hisp.	1	0.19%
Native Amer/Eskimo Non-Hisp	0	0.00%
Asian Hisp.	1	0.19%
Asian Non-Hisp.	77	14.75%
Male	306	58.62%
Female	216	41.38%



## Summons vs. Warning by Race



**2019 MOTOR VEHICLE  
ACCIDENT STATISTICS**

**VEHICLES INVOLVED**

Number: 504

**INJURIES INVOLVED**

Number: 59

**ACCIDENTS WITH INJURIES**

Number: 47

**PROPERTY DAMAGE ACCIDENTS**

Number: 23

**DRIVERS INVOLVED**

Unknown: 16  
Male: 268  
Female: 220  
Total: 504

**DAYLIGHT/DARKNESS**

Daylight: 224  
Darkness: 44  
Unknown: 0  
Total: 268

**ROAD CONDITIONS**

Dry: 205  
Wet: 48  
Snow: 6  
Ice: 5  
Other: 4  
Total: 268

**ACCIDENTS INVOLVING DEER**

Investigated by PD: 8  
Not Investigated: 0  
Total: 8

**SUMMONS ISSUED**

Number: 231

**ACCIDENTS INVOLVING  
PEDESTRIANS**

Injury: 4  
Non-Injury: 0  
Fatal: 0  
Other: 0

**ACCIDENTS INVOLVING  
BICYCLISTS**

Injury: 3  
Non-Injury: 1  
Fatal: 0  
Other: 0

**NUMBER OF ACCIDENTS BY DAY**

Unknown:	0
Monday:	34
Tuesday:	51
Wednesday:	44
Thursday:	48
Friday:	36
Saturday:	39
Sunday:	16
Total:	268

**TIMES OF DAY**

0001 – 0100:	1
0101 – 0200:	1
0201 – 0300:	1
0301 – 0400:	0
0401 – 0500:	2
0501 – 0600:	2
0601 – 0700:	2
0701 – 0800:	9
0801 – 0900:	18
0901 – 1000:	15
1001 – 1100:	14
1101 – 1200:	30
1201 – 1300:	30
1301 – 1400:	20
1401 – 1500:	15
1501 – 1600:	24
1601 – 1700:	21
1701 – 1800:	24
1801 – 1900:	15
1901 – 2000:	13
2001 – 2100:	3
2101 – 2200:	5
2201 – 2300:	3
2301 – 2400:	0
Total:	268

**ACCIDENTS INVOLVING  
MOTORCYCLES**

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

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

Number: 234

**PRIVATE PROPERTY  
LOCATIONS**

Number: 41

**WEATHER CONDITIONS**

Other:	7
Snow:	11
Rain:	24
Clear:	226
Total:	268

**FATAL ACCIDENTS**

Number: 0

## USE OF FORCE 2019

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

January	-
February	-
March	19-06544
April	19-11398
May	
June	
July	
August	
September	
October	
November	
December	



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 07/08/19 05:30 PM  
Department: Police Department

**AGENDA ITEM**

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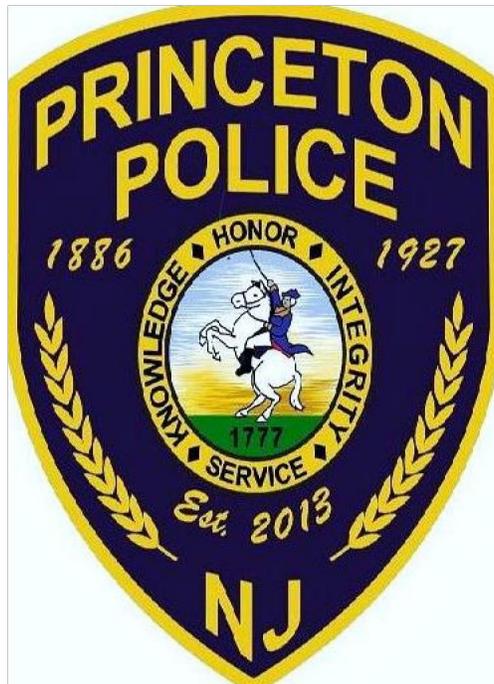
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**May Police Report**

**ATTACHMENTS:**

- May 2019 Monthly Report (PDF)

PRINCETON POLICE  
DEPARTMENT  
CHIEF'S MONTHLY REPORT



MAY  
2019

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## Safe Neighborhood Bureau Monthly Report

May 2019

- ❖ **May 01** – SNB Met with Ettl Farm Homeowners Association regarding crime prevention.
- ❖ **May 07** – SNB represented PPD at the Sunshine Foundation Dreamlift. The Sunshine Foundation provides Dreamlift, a one day excursion to Disney or other Orlando theme parks. The Sunshine Foundation charters a plane and takes groups of about 100 special needs children to spend the day in the #1 most requested destinations. For many of these children they are having two dreams fulfilled: their first time flying and a day at one of Orlando's theme parks.
- ❖ **May 08** – SNB conducted a Bike Safety program at Riverside Elementary School. These programs serve to answer questions and develop skill sets needed for the safe operation of bicycles on public roads. Most kids at this level are new to biking and at the perfect age to receive this information. The SNB presents this program to public and private schools.
- ❖ **May 09** – SNB attended the Police Unity Tour Sendoff. This year's sendoff was at the NJ State Police Headquarters in Ewing, NJ. Hundreds of riders gathered there to begin the 300 mile journey to Washington, DC. It's a reflective moment that reminds us of what we risk as officers as we remember those who lost their lives in the line of duty.
- ❖ **May 15** – SNB attended Littlebrook School Bike/Walk to school. These events are the perfect time to educate kids about safe riding habits and safe behaviors while walking to and from school.
- ❖ **May 18** – SNB Conducted the Annual Bike Rodeo. This annual event reaches about 150-200 residents a year who attend. The benefits are residents can register their bikes and they and their children can participate in a bicycle safety course. There are always free hot dogs and cold water along with a raffle that gives away a family membership to CP Pool and two bicycles to the lucky winners. There is also information presented on how to properly wear a bike helmet while operating bikes, scooters, skateboards, etc.
- ❖ **May 21** – SNB Conducted a Security Assessment for The Jewish Center. The SNB has been active in supporting the efforts of all houses of worship in implementing security measures to assist them in protecting their congregants. We have worked with the NJ Office of Homeland Security, the US Dept. of Homeland Security, and the Mercer County Prosecutor's Office to provide information to local religious leaders.
- ❖ **May 24** – SNB Attended Field Days at PHS, Charter School and Riverside School
- ❖ **May 28** – SNB presented "Drugs & Teens" to PHS health Class students.

### Other Issues of note

- ❖ SNB Performed 36 vacant house checks,
- ❖ Conducted 3 Foot Patrols,
- ❖ Assisted PPD patrols on over 50 calls for service.
- ❖ Installed/inspected 3 child safety seats.

- ❖ SNB officers covered 6 school crossings.
- ❖ The SNB rounded out the month performing a myriad of duties consisting of court security, community policing, weekly press releases, and traffic enforcement details.
- ❖ Congratulations go out to Ptl. Jennifer Gering. She recently completed the Child Safety Seat course and is certified to inspect and install all types of child safety seats.
- ❖ SNB officers Gering and Abdul-Karim have been participating as physical fitness instructors at the Mercer County Police Academy. We currently have 6 recruits enrolled there who are scheduled to graduate in late July.

## Need A Bike?

Chief Nicholas Sutter has worked closely with the Princeton Council in finding a way to provide unclaimed bicycles to those people who are in need of one, but are having difficulty obtaining one. All that is changing now as the Chief has announced that the Police Department will begin to give away unclaimed bicycles stored by the Police Department. Princeton Human Services will be the department people can contact to arrange to possibly receive these bicycles. The bikes were all picked up by police as either found property or recovered property. Only serviceable bikes will be given away in “as is” condition and the care and maintenance for these bikes will be the responsibility of the new owner. So folks can expect our first bike to be given away sometime during the month of June. Recipients of the bikes or their guardians, if under age, must be prepared to sign a hold harmless agreement upon receipt of the bike. More to come!

## Community Policing Initiatives

All bureaus of the Princeton Police contribute to the community policing aspects of our overall mission. Each summer the various squads and bureaus conceive their own projects that enhance and embrace our relationship with the community we serve and protect. These projects are the building blocks of that maintain an open dialogue that leads to a better understanding of our commitment to the people of Princeton.

These projects will focus on senior citizens, local businesses, the children of Princeton, The communities within Princeton, crime prevention, and other unique opportunities brought to our attention by the public or identified by officers, that contribute to our community policing goals and objectives.

## Our Social Media

The PPD social media footprint remains solid and continues to steadily increase. While we continue to promote our community projects, we are also very aware of the importance of advising our community about the not-so-fun-stuff, like burglaries, thefts, scams, road closings (planned and emergent) and many other types of criminal activity. The past 60 days have seen 4 different posts seeking to identify shoplifters, all of whom were identified by people who viewed the suspects on our social media pages. Our pages continue to reflect our ongoing efforts to bridge the gap between what our community members hear in general about police on a national level and what they experience with the Princeton Police on a local level. Our pages spotlight our connection with other Princeton community by putting our efforts to serve and protect them at the forefront of our overall mission. In the last 2½ years our reach has doubled and our ability to reach a large portion of our community stakeholders with a mouse click has helped live up to our mission. All of this makes the efforts of our officers on patrol all the more transparent and understandable in the event of an emergency.

- ❖ The PPD social media footprint continues to steadily increase. Reviews of analytics show engagement remains positive. It should be noted that the PPD social media reach is an organic reach. (Unassisted by paid promotion)
- ❖ Nixle/Everbridge Overall subscribers: 16738 (+43) of which 8,255 are residents (+)
- ❖ Twitter 5,256 followers (+35) and 70K impressions (-5K)
- ❖ Facebook = 5,452 likes (+30) 5,851 followers (+35) 119 impressions, 19,223 post engagements, and 18,322 video views
- ❖ Instagram = 1,756 (+36)

## Crime Prevention Issues

There have been several burglaries of homes and vehicles that have occurred in Princeton as well as other neighboring municipalities. The Safe Neighborhood Bureau recently met with members of the Ettl Farm Housing Association and provided them with up to date, relevant information regarding home security issues and crime prevention techniques available to them. We also provided them with a checklist to disseminate to their members for use as a guideline as they endeavor to make their residences more secure. An unfortunate common thread that many of these types of crimes have in common is that many of the homes and vehicles burglarized have been unlocked or poorly secured. A great deal of criminal acts are spontaneous, crimes of opportunity. Which means that a burglar looking for a house or car to burglarize, doesn't always know which home or car they will hit. That decision is made as they are checking car doors or knocking on the doors of residences they may want to burglarize. The PPD strongly recommends that people lock the doors of homes and vehicles at all times. Another way to protect yourself and your property is to call police at the time you observe suspicious behavior like people loitering around a neighbor's home (or your own), or people going door to door in a

neighborhood who don't appear to be affiliated with any business or utility. (Lack of uniforms, or properly marked vehicles or not wearing visible ID cards. Contact us for more information at 609-921-2100 ext. 5.

## The SNB in Our Schools

The Safe Neighborhood Bureau conducted a series of timely presentations to students in our local public and private schools. We worked extensively with Mrs. Amy Wargo to present information to the entire 6<sup>th</sup> grade class at John Witherspoon School on the topic of Bullying. We also met with parents of St. Paul's School parents for a lively Vaping presentation. Our bureau also cohosted a DEA presentation entitled "Hidden In Plain Sight" Do you know what's in your kid's room? All presentations were well attended and well received by their respective audiences. We appreciate the trust extended by our partners in the public and private school sectors as we do our part to better the quality of life in our community through education. Below is a list of the presentations we currently offer.

### List of Presentations Available for 2018-2019

#### Presented by Officers of the PPD Safe Neighborhood Bureau

*Active Shooter Incidents*

*Bicycle Safety*

*Current Drug Trends*

*Cyber Safety*

*Cyberbullying*

*Decision Making*

*Drunk Driving*

*Drug and Alcohol Awareness*

*Firearms Safety*

*Halloween Safety*

*Recognizing and Dealing with Suspicious People*

*Respect and Anti-Bullying Presentation*

*Social Media*

*Social Hosting Laws*

*Stranger Danger*

*Swatting*

*Vaping*

*What do I do if I'm stopped by police?*



## **Princeton Police Department**

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

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

### **Juvenile Report May 2019**

#### **Juveniles Petitioned to Family Court-0**

#### **Station House Adjustment-0**

#### **Curb Sign Warning**

Three juvenile boys were found to have entered what they thought was an abandoned house, however, they did not damage or take anything. They were afforded a Curb Side Warning.

#### **Juvenile Family Crisis**

A seventeen year old boy reported that his mother "smashed" his friend's laptop on the ground causing it to break.

A seventeen year old boy responded to headquarters to report that his mother locked him and his sister out of their house again. Patrol escorted him home and spoke with his mother who then allowed them to enter their home.

#### **Juvenile Incidents**

A fifteen year old girl was reported missing by her mother when she ran away from her mother after her mother refused to look for her missing cellphone. The girl was subsequently located and reunited with her mother.

## TOTAL ARRESTS

2019	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2019
Arrests	33	20	35	33	25								146

2018	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2018
Arrests	33	25	34	31	39	46	35	28	21	33	24	20	369

## SERVICE CALLS

Service Calls	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
2019	3,162	3,361	3,398	3,210	3,959								17,090
2018	2,896	2,989	3,849	3,507	3,808	3,749	3,496	3,482	3,378	3,988	3,445	3,045	41,632

## MAY OFFENSES

OFFENSE TYPE	MAY 2018	MAY 2019	YTD 2019
Assault/Aggravated	0	1	5
Assault/Simple	4	1	14
Burglary	3	5	27
Criminal Mischief	5	9	37
CDS Possession – Marijuana	2	2	20
CDS Possession – Heroin	1	1	2
DUI	11	6	20
Robbery	0	0	0
Sexual Assault	0	1	3
Theft	13	16	70
Warrant Arrest	5	6	25
<b>TOTAL</b>	<b>44</b>	<b>47</b>	<b>222</b>

## MAY NON-CRIMINAL INCIDENTS

NON-CRIMINAL INCIDENTS	MAY 2018	MAY 2019	YTD 2019
Alarms Auto	0	0	4
Alarms Burglary	4	0	4
Alarms Commercial Burglary	37	29	132
Alarms Commercial Fire	18	11	82
Alarms Fire	2	4	25
Alarms Medical	8	8	52
Alarms Other	5	2	15
Alarms Panic	5	5	64
Alarms Residential Burglary	54	67	233
Alarms Residential Fire	16	10	81
Animal Complaints	58	45	153
Emotionally Disturbed Person	7	15	32
Fire (Other) Odor of Smoke	6	7	28
Fire Commercial	0	0	0
Fire Dwelling	1	0	3
Fire False	0	0	0
Fire Vehicle	0	0	1
Firearms Background	17	5	26
Foot Patrol	58	80	215
Medical Call	196	198	912
Missing Person	8	4	18
Motor Vehicle Stop	785	664	3,504
MVA Involving Injury	13	6	31
MVA No Injury	68	72	291
MVA No Report	4	10	33
MVA With Bicycle	1	1	5
MVA With Deer	1	2	10
MVA With Pedestrian	0	0	4
Noise Complaint	16	32	97
School Crossing	172	146	664
School Detail	46	39	140
Urinating in Public	1	2	4
Non-Criminal – TOTAL	1607	1,464	6,863

## MAY SUMMONSES

SUMMONS TYPE	MAY 2018	MAY 2019	YTD 2019
All Other	192	142	638
Careless Driving	45	37	170
Cell Phone	16	2	56
Driving While Intoxicated	11	6	20
Driving While Suspended	28	16	115
Failure to Exhibit Documents	8	12	52
Failure to Inspect	17	9	81
Failure to Wear Seatbelt	42	5	29
Failure to Yield to Pedestrian in Crosswalk	12	8	51
Maintenance of Lamps	9	11	38
Speeding	84	162	659
Uninsured Motorist	7	4	20
Unlicensed Driver	11	11	56
Unregistered Vehicle	51	30	207
Total Summonses	533	455	2,228

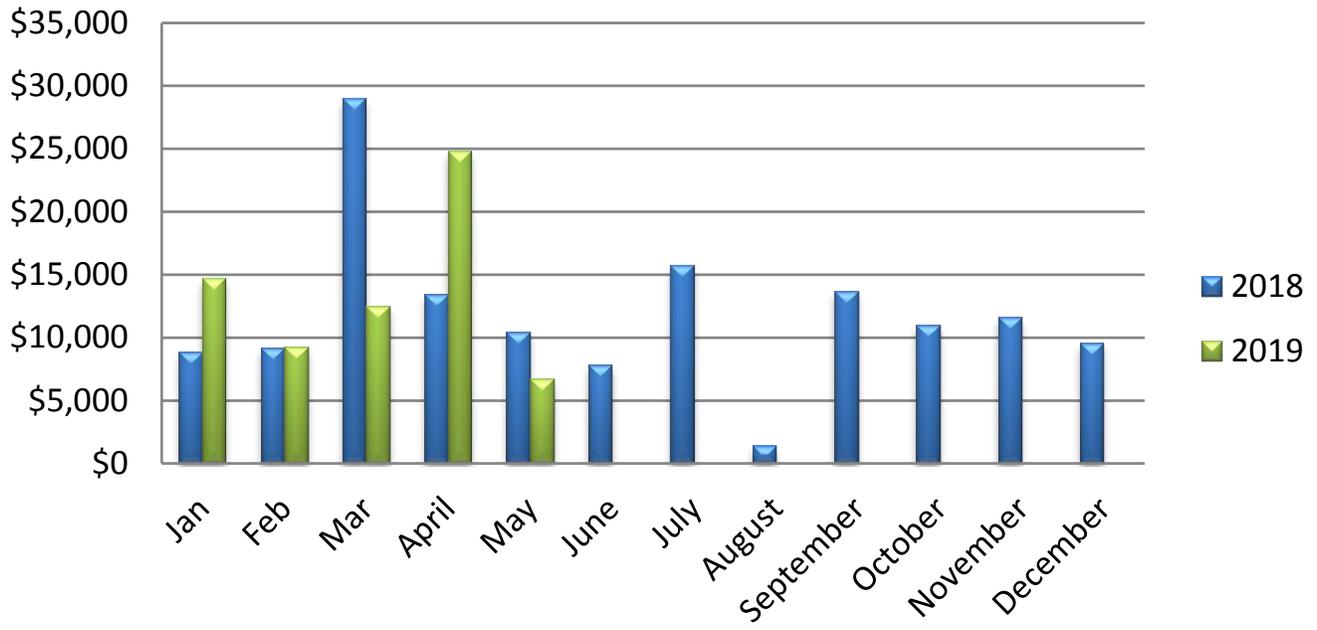
## MAY PARKING VIOLATIONS

PARKING ORDINANCE	MAY 2018	MAY 2019	YTD 2019
Bus Zone	1	1	4
Loading Zone	44	26	85
Parking Within Designated Parking Stalls	41	21	135
No Parking Zones/Anytime	47	28	283
Park Between 2AM & 6AM 1hr Limit	162	213	805
Parking Limit 2 hrs Between 8AM & 6PM	56	47	194
Park Between 2AM & 6AM in Municipal Yard	5	0	3
Meters	1,444	2,225	9,128
Meter Feeding	0	0	45
Parking in Handicap Space	2	4	6
All Others	88	85	398
<b>Total - Parking Violations</b>	<b>1,890</b>	<b>2,650</b>	<b>10,916</b>

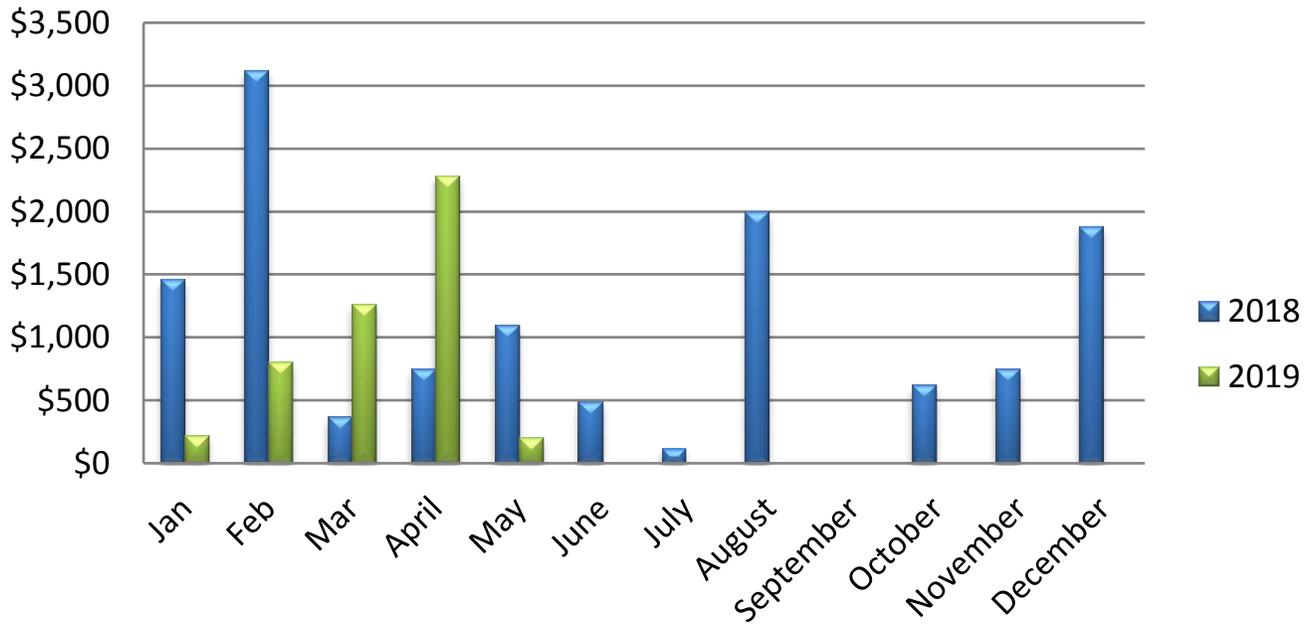
## MAY ORDINANCE VIOLATIONS

ORDINANCE VIOLATION	MAY 2018	MAY 2019	YTD 2019
Bicycles/Skateboards Prohibited	1	0	1
Consumption Alcohol in Park	0	0	0
Disorderly Conduct	0	0	0
Dog Without a Leash	0	0	0
False Alarm – 2 <sup>nd</sup> Offense	10	11	38
False Alarm – 3 <sup>rd</sup> Offense	1	2	9
False Alarm – 4 <sup>th</sup> Offense	0	2	5
Failure to Register Alarm	2	0	7
Failure to Remove Snow	0	0	2
In Park After Hours	4	0	0
Left Turn Prohibited	1	0	1
Littering	0	0	5
Noise Complaint	0	0	2
Open Container	3	0	3
Other	1	2	14
Overweight Vehicle	15	24	64
Urinating in Public	5	2	6
<b>Total - Ordinance Violations</b>	<b>43</b>	<b>43</b>	<b>157</b>

# Patrol Overtime



## Detective Overtime





# Princeton Police Department

1 Valley Road, Princeton, NJ 08540

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



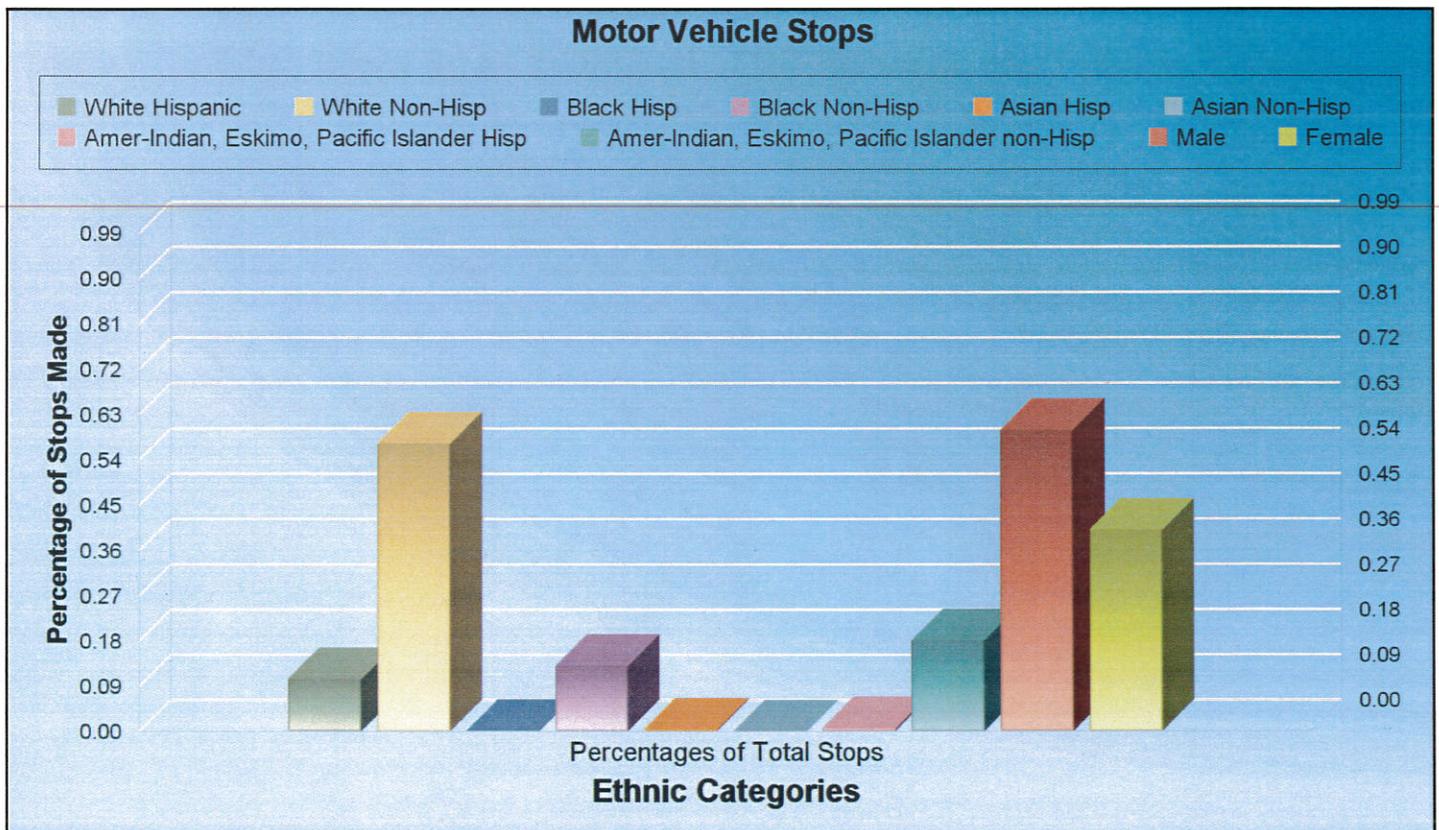
## Gender & Ethnicity Report

### MV Stops for May 2019

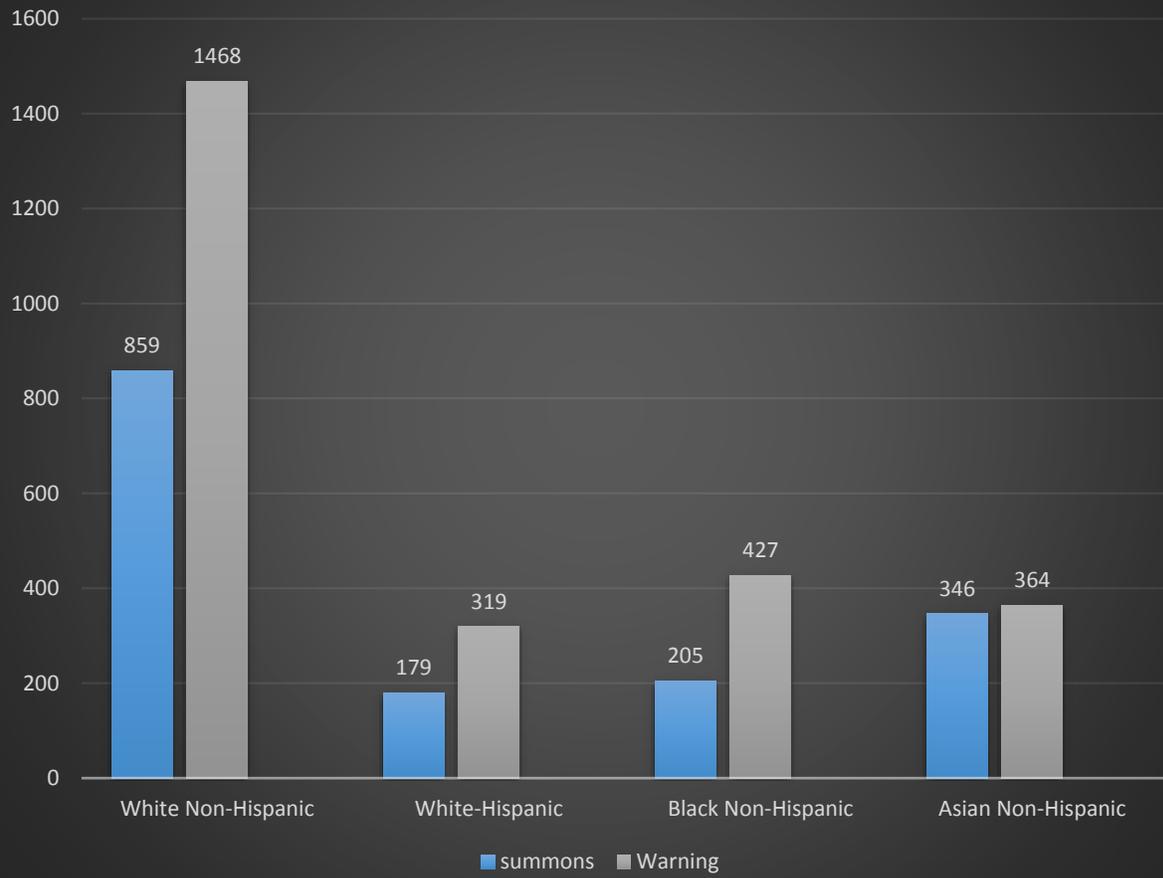
Total MV Stops: 664

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

Race Code	Total #	Percentage
White Hisp.	69	10.39%
White Non Hisp.	380	57.23%
Black Hisp.	1	0.15%
Black Non-Hisp.	87	13.10%
Native Amer/Eskimo Hisp.	3	0.45%
Native Amer/Eskimo Non-Hisp	0	0.00%
Asian Hisp.	4	0.60%
Asian Non-Hisp.	120	18.07%
Male	398	59.94%
Female	266	40.06%



## Summons vs. Warning by Race



**2019 MOTOR VEHICLE  
ACCIDENT STATISTICS**

**VEHICLES INVOLVED**

Number: 650

**INJURIES INVOLVED**

Number: 67

**ACCIDENTS WITH INJURIES**

Number: 53

**PROPERTY DAMAGE ACCIDENTS**

Number: 26

**DRIVERS INVOLVED**

Unknown: 30  
Male: 330  
Female: 278  
Total: 641

**DAYLIGHT/DARKNESS**

Daylight: 297  
Darkness: 49  
Unknown: 0  
Total: 346

**ROAD CONDITIONS**

Dry: 274  
Wet: 56  
Snow: 6  
Ice: 5  
Other: 5  
Total: 346

**ACCIDENTS INVOLVING DEER**

Investigated by PD: 10  
Not Investigated: 0  
Total: 10

**SUMMONS ISSUED**

Number: 297

**ACCIDENTS INVOLVING  
PEDESTRIANS**

Injury: 4  
Non-Injury: 0  
Fatal: 0  
Other: 0

**ACCIDENTS INVOLVING  
BICYCLISTS**

Injury: 4  
Non-Injury: 1  
Fatal: 0  
Other: 0

**NUMBER OF ACCIDENTS BY DAY**

Unknown:	0
Monday:	42
Tuesday:	60
Wednesday:	61
Thursday:	58
Friday:	55
Saturday:	50
Sunday:	20
Total:	346

**TIMES OF DAY**

0001 – 0100:	2
0101 – 0200:	1
0201 – 0300:	1
0301 – 0400:	0
0401 – 0500:	2
0501 – 0600:	2
0601 – 0700:	3
0701 – 0800:	11
0801 – 0900:	27
0901 – 1000:	19
1001 – 1100:	20
1101 – 1200:	33
1201 – 1300:	37
1301 – 1400:	24
1401 – 1500:	23
1501 – 1600:	30
1601 – 1700:	30
1701 – 1800:	27
1801 – 1900:	20
1901 – 2000:	15
2001 – 2100:	4
2101 – 2200:	6
2201 – 2300:	5
2301 – 2400:	0
Unknown:	4
Total:	346

**ACCIDENTS INVOLVING  
MOTORCYCLES**

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

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

Number:	305
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**PRIVATE PROPERTY  
LOCATIONS**

Number:	44
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**WEATHER CONDITIONS**

Other:	7
Snow:	11
Rain:	32
Clear:	296
Total:	346

**FATAL ACCIDENTS**

Number:	0
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## USE OF FORCE 2019

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

January	-
February	-
March	19-06544
April	19-11398
May	-
June	
July	
August	
September	
October	
November	
December	



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 07/08/19 05:30 PM  
Department: Engineering

**AGENDA ITEM**

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**The US Route 206 Corridor Traffic Study Conducted by WSP USA  
Including Potential Improvements on US Route 206, Valley Road,  
Cherry Hill Road and Mount Lucas Road around the Princeton First  
Aid and Rescue Headquarters**



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 07/08/19 05:30 PM  
Department: Clerk

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**AGENDA ITEM**

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**Ordinance #2019-26 An Ordinance by the Municipality of Princeton  
Establishing Standards for Unisex Single-Occupancy Restroom  
Facilities, and Amending Chapter 11 of the "Code of the Borough of  
Princeton, New Jersey, 1974" (Continuation from June 24, 2019  
meeting)**

**HISTORY:**

05/28/19	Mayor and Council of Princeton	TABLED	Next: 06/10/19
06/10/19	Mayor and Council of Princeton	TABLED	Next: 06/24/19
06/24/19	Mayor and Council of Princeton	TABLED	Next: 07/08/19

**ATTACHMENTS:**

- Ordinance 2019-26 AMENDED for reintro (clean) (DOCX)
- Ordinance 2019-26 AMENDED for reintro (redline) (DOCX)
- Memo re amended bathroom ordinance (PDF)

**Ordinance 2019-26 AMENDED**

**AN ORDINANCE BY THE MUNICIPALITY OF PRINCETON ESTABLISHING STANDARDS FOR UNISEX SINGLE-OCCUPANCY RESTROOM FACILITIES, AND AMENDING CHAPTER 11 OF THE “CODE OF THE BOROUGH OF PRINCETON, NEW JERSEY, 1974”**

**WHEREAS**, it is the policy of the Municipality of Princeton to ensure that its citizens and visitors are treated with dignity and freedom from discrimination; and

**WHEREAS**, the designation of unisex facilities allows people to have greater access to toilet facilities consistent with their gender identity; and

**WHEREAS**, all-gender restroom facilities benefit the entire community and provide universal access for families with young children, people with disabilities who rely upon personal care assistance from an attendant or family member, and seniors who require assistance; and

**WHEREAS**, the Mayor and Council wish to establish requirements for all-gender, single occupant restroom facilities;

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

**Section 1.** Chapter 11, “Discrimination” of the “Code of the Borough of Princeton, New Jersey, 1974,” is hereby amended by adding thereto the following new section 11-9 entitled “Unisex restrooms,” which shall read as follows:

Sec. 11-9. Unisex restrooms.

(a) Statement of legislative findings and policy.

The municipal governing body finds and declares that practices of discrimination with respect to the use of restroom facilities because of age, race, creed, color, national origin, ancestry, marital status, sex or gender identity are matters of concern and that such discrimination not only threatens the rights and proper privileges of persons but menaces the institutions and foundations of a free

democratic society. It is the policy of the municipality that all persons shall have the opportunity to use single-occupancy bathroom facilities without regard to age, race, creed, color, national origin, ancestry, marital status, sex or gender identity. In furtherance of that policy, this section 11-9 shall be deemed an exercise of the police power of the municipality of Princeton for the protection of the public health, safety and morals and for the promotion of the general welfare.

(b) Definitions.

(1) “Unisex restroom” means a toileting facility that is designated for use by any person or, regardless of sex or gender identity.

(2) “Appropriate signage” means signage indicating that the restroom is not restricted to a particular gender. Examples include, but are not limited to, signs with the words “all-gender restroom,” “gender-neutral restroom,” or “unisex restroom,” or signs that use images to indicate that the restroom is accessible to all genders.

(3) “Covered entity” means any business establishment (including offices and office buildings), place of public accommodation, and municipally-owned building or facility.

(4) “Place of public accommodation” includes, but is not limited to, the following types of services or facilities: hotels or other establishments providing lodging to transient guests; restaurants, cafeterias, lunchrooms, lunch counters or other facilities principally engaged in selling or offering for sale food for consumption on or off the premises; public restrooms; motion picture houses, theatres, concert halls, sports arenas, stadiums, or other places of exhibition or entertainment; retail stores and establishments; transportation carriers; barber shops and beauty shops; and bars, taverns or other facilities engaged in selling or offering for sale alcoholic beverages for consumption on the premises.

(5) “Single-occupant restroom” or “single-occupancy restroom” means any separate private toileting facility designed for use by no more than one occupant at a time or for a family or those needing assistance, with a locking mechanism controlled by the user located on the inside of the door into the facility.

(c) Requirements.

(1) Any covered entity or place of public accommodation with single-occupancy restrooms shall ensure that such restrooms are not restricted to a specific sex or gender identity and shall use appropriate signage to indicate such facilities are designated for use by any person, regardless of sex or gender identity.

(2) For purposes of complying with the requirements of this section, single-occupancy restrooms that are designated handicapped accessible can also be identified as unisex with appropriate signage for both designations.

(3) Nothing herein shall be construed as requiring the covered entity or place of public accommodation to provide a single-occupancy restroom or to make such restroom available to the public unless otherwise required by law.

(d) Exception.

A covered entity or place of public accommodation may obtain a waiver from the requirements of this section if it documents in writing to the construction official's satisfaction that compliance with this section would violate or conflict with the State plumbing code or other duly adopted State law.

(e) Applicability.

The requirements of this section shall take effect immediately, except that existing covered entities and places of public accommodation shall have 180 days from the date of adoption of the ordinance creating this section to comply with its requirements by removing any existing signs on the exterior of single-occupant restrooms that restrict use to a single gender and replacing said signs with signs indicating use by anyone regardless of sex or gender identity.

(f) Enforcement.

(1) During any inspection of a business or place of public accommodation by the municipal construction official, a building inspector, code enforcement official, health officer, fire inspector, or any other local official responsible for the enforcement of any of Princeton's ordinance and lawfully on the premises, such inspector or official may also inspect for compliance with this section.

(2) Upon receiving a complaint from a member of the public or employee of a covered entity or place of public accommodation, a member of the municipal construction staff shall inspect the business establishment or public accommodation to determine compliance with this section.

(g) Violations and penalties.

Any covered entity or place of public accommodation that violates any provision of this section shall be subject to the penalties prescribed in section 1-6 of this Code. Each day that such violation continues shall constitute a separate offense. Repeat offenders, as that term is defined in section 1-6, shall be subject to the penalties set forth in that section.

**Section 2.** All ordinances and resolutions or parts thereof inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

**Section 3.** 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 4.** This ordinance shall take effect upon its passage and publication and as required by law; shall be applicable within the entire municipality of Princeton; and shall become a part of the new Princeton Code once completed and adopted.

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Delores Williams, Clerk

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Hon. Liz Lempert, Mayor

The foregoing ordinance was introduced at a meeting of the Mayor and Council of Princeton held on May 28, 2019, was considered for final passage after a public hearing thereon on June 10, 2019, which hearing was continued to June 24, 2019. At the June 24 meeting, the Mayor and Council introduced amendments to the ordinance on first reading. The ordinance as amended will be further considered for final passage after a public hearing thereon at a meeting of the Mayor and Council to be held in the main meeting room at the Princeton Municipal Complex, 400 Witherspoon Street on July 8, 2019 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.

STATEMENT OF PURPOSE: The purpose of the ordinance is to establish requirements for the provision of all-gender (unisex) restrooms in all business establishments (including offices and office buildings), places of public accommodation, and municipally-owned buildings or facilities in Princeton, together with appropriate signage. The ordinance provides that single-occupancy restrooms that are designated handicapped accessible can also be identified as unisex or all-gender with appropriate signage for both designations, and that there is no requirement that the covered entity or place of public accommodation provide a single-occupancy restroom or make such restroom available to the public unless otherwise required by law. The ordinance also enables a covered entity to obtain a waiver from the ordinance's requirements if it documents in writing to the

construction official's satisfaction that compliance with the ordinance would violate or conflict with the State plumbing code or other duly adopted State law.

**Ordinance #2019-26 AMENDED**

**AN ORDINANCE BY THE MUNICIPALITY OF PRINCETON ESTABLISHING STANDARDS FOR ~~GENDER~~ NEUTRAL UNISEX SINGLE-OCCUPANCY RESTROOM FACILITIES, AND AMENDING CHAPTER 11 OF THE “CODE OF THE BOROUGH OF PRINCETON, NEW JERSEY, 1974”**

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**WHEREAS**, it is the policy of the Municipality of Princeton to ensure that its citizens and visitors are treated with dignity and freedom from discrimination; and

**WHEREAS**, the designation of ~~unisex all-gender restroom~~ facilities allows people to have greater access to toilet facilities consistent with their gender identity; and

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**WHEREAS**, all-gender restroom facilities benefit the entire community and provide universal access for families with young children, people with disabilities who rely upon personal care assistance from an attendant or family member, and seniors who require assistance; and

**WHEREAS**, the Mayor and Council wish to establish requirements for all-gender, single occupant restroom facilities;

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

**Section 1.** Chapter 11, “Discrimination” of the “Code of the Borough of Princeton, New Jersey, 1974,” is hereby amended by adding thereto the following new section 11-9 entitled “~~All-gender Unisex~~ restrooms,” which shall read as follows:

Sec. 11-9. ~~All-gender~~Unisex restrooms.

(a) Statement of legislative findings and policy. ▲

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(a) The municipal governing body finds and declares that practices of discrimination with respect to the use of restroom facilities because of age, race, creed, color, national origin, ancestry, marital status, sex or gender identity are matters of concern and that such discrimination not only threatens the rights and

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proper privileges of persons but menaces the institutions and foundations of a free democratic society. It is the policy of the municipality that all persons shall have the opportunity to use single-occupancy bathroom facilities without regard to age, race, creed, color, national origin, ancestry, marital status, sex or gender identity. In furtherance of that policy, this section 11-9 shall be deemed an exercise of the police power of the municipality of Princeton for the protection of the public health, safety and morals and for the promotion of the general welfare.

(b) Definitions.

(1) ~~“All gender restroom,” “all gender restroom facility” or “gender-neutral restroom”~~ “Unisex restroom” means a toileting facility that is designated for use by any person or ~~persons~~, regardless of sex or gender identity.

(2) “Appropriate signage” means signage indicating that the restroom is not restricted to a particular gender. Examples include, but are not limited to, signs with the words “all-gender restroom,” “gender-neutral restroom,” or “unisex restroom,” or signs that use images to indicate that the restroom is accessible to all genders.

(3) “Covered entity” means any business establishment (including offices and office buildings), place of public accommodation, and municipally-owned building or facility.

(4) “Place of public accommodation” includes, but is not limited to, the following types of services or facilities: hotels or other establishments providing lodging to transient guests; restaurants, cafeterias, lunchrooms, lunch counters or other facilities principally engaged in selling or offering for sale food for consumption on or off the premises; public restrooms; motion picture houses, theatres, concert halls, sports arenas, stadiums, or other places of exhibition or entertainment; retail stores and establishments; transportation carriers; barber shops and beauty shops; and bars, taverns or other facilities engaged in selling or offering for sale alcoholic beverages for consumption on the premises.

(5) “Single-occupant restroom” or “single-occupancy restroom” means any separate private toileting facility designed for use by no more than one occupant at a time or for a family or those needing assistance, with a locking mechanism controlled by the user located on the inside of the door into the facility.

(c) Requirements.

(1) Any covered entity or place of public accommodation with single-occupancy restrooms shall ensure that such restrooms are not restricted to a specific sex or gender identity and shall use appropriate signage to indicate such facilities are designated for use by any person, regardless of sex or gender identity.

(2) For purposes of complying with the requirements of this section, ~~S~~single-occupancy restrooms that are designated handicapped accessible can also be identified as ~~all-gender~~unisex with appropriate signage for both designations.

(3) Nothing herein shall be construed as requiring the covered entity or place of public accommodation to provide a single-occupancy restroom or to make such restroom available to the public unless otherwise required by law.

(d) Exception.

A covered entity or place of public accommodation may obtain a waiver from the requirements of this section if it documents in writing to the construction official's satisfaction that compliance with this section would violate or conflict with the State plumbing code or other duly adopted State law.

~~(d)~~(e) Applicability.

~~(1)~~The requirements of this section shall take effect immediately, ~~except that E~~existing covered entities and places of public accommodation shall have 180 days from the date of adoption of the ordinance creating this section to comply with ~~the its~~ requirements ~~of this section~~ by removing any existing signs on the exterior of single-occupant restrooms that restrict use to a single gender and replacing said signs with signs indicating use by ~~all persons~~anyone regardless of sex or gender identity.

~~(e)~~(f) Enforcement.

(1) During any inspection of a business or place of public accommodation by the municipal construction official, a building inspector, code enforcement official, health officer, fire inspector, or any other local official responsible for the enforcement of any of Princeton's ordinance and lawfully on the premises, such inspector or official may also inspect for compliance with this section.

(2) Upon receiving a complaint from a member of the public or employee of a covered entity or place of public accommodation, a member of the municipal construction staff shall inspect the business establishment or public accommodation to determine compliance with this section.

(g) Violations and penalties.

~~(1)~~ Any covered entity or place of public accommodation that violates any of this section shall be subject to the penalties prescribed in section 1-6 of this Code. Each day that such violation continues shall constitute a separate offense. Repeat offenders, as that term is defined in section 1-6, shall be subject to the penalties set forth in that section.

**Section 2.** All ordinances and resolutions or parts thereof inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

**Section 3.** 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 4.** This ordinance shall take effect upon its passage and publication and as required by law; shall be applicable within the entire municipality of Princeton; and shall become a part of the new Princeton Code once completed and adopted.

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Delores Williams, Clerk

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Hon. Liz Lempert, Mayor

The foregoing ordinance was introduced at a meeting of the Mayor and Council of Princeton held on May 28, 2019, ~~and will be~~ ~~was further~~ considered for final passage after a public hearing thereon on June 10, 2019, which hearing was continued to June 24, 2019. At the June 24 meeting, the Mayor and Council introduced amendments to the ordinance on first reading. The ordinance as amended will be further considered for final passage after a public hearing thereon at a meeting of ~~said the~~ Mayor and Council to be held in the main meeting room at the Princeton Municipal Complex, 400 Witherspoon Street on ~~June 24~~ July 8, 2019 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 establish requirements for the provision of all-gender (unisex) restrooms in all business establishments (including offices and office buildings), places of public accommodation, and municipally-owned buildings or facilities in Princeton, together with appropriate ~~gender neutral~~ signage. The ordinance provides that single-occupancy restrooms that are designated handicapped accessible can also be identified as unisex or all-gender with appropriate signage for both designations, and that there is no requirement that the covered entity or place of public accommodation provide a single-occupancy restroom or make such restroom available to the public unless otherwise required by law. The ordinance also enables a covered entity to obtain a waiver from the ordinance's requirements if it documents in writing to the construction official's

satisfaction that compliance with the ordinance would violate or conflict with the State plumbing code or other duly adopted State law.

# MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW

## MEMORANDUM

To: Princeton Mayor and Council

From: Trishka Waterbury Cecil, Esq.   
Princeton Attorney

Date: June 24, 2019

**Re: Amendments to Gender Neutral Bathroom Ordinance**

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Attached for the June 24, 2019 Mayor and Council meeting please find an amended version of the gender neutral bathroom ordinance (Ordinance #2019-26) that was introduced on May 28, 2019. The amendments are the result of comments received from Princeton University and from the Princeton Construction Official.

In my opinion, the amendments in their totality could be viewed as effecting a “substantial change to the substance” of the ordinance pursuant to *N.J.S.A. 40:49-1 et seq.* I therefore recommend that you introduce the amendments on first reading at your meeting tonight, a hold a public hearing on the ordinance as amended on July 8, 2019.

Please feel free to contact me at (609) 436-1211 or [trishka@mpglaw.com](mailto:trishka@mpglaw.com) with any questions.

TWC:twc

cc: Marc D. Dashield, Administrator  
Delores Williams, Clerk  
Sandra Webb, Chief Financial Officer  
John Pettenati, Princeton Construction Official



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 07/08/19 05:30 PM  
Department: Clerk

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**ORDINANCE**

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**Ordinance #2019-30 An Ordinance by the Municipality of Princeton Pursuant to N.J.S.A. 40A:12-1 et. seq. Authorizing a License Agreement for Block 27.02, Lot 76 Princeton Tax Map with Witherspoon Urban Renewal Associates, LLC to Permit the Installation of an Emergency Generator, Cooking Oil Receptacle and CO2 Receptacle Enclosure on the Hinds Plaza (Public Hearing: July 22, 2019)**

**HISTORY:**

06/24/19 Mayor and Council of Princeton TABLED

Next: 07/08/19

**ATTACHMENTS:**

- Ordinance #2019-30 Witherspoon Urban Renewal 7.8.19 (DOCX)
- Witherspoon Urban Renewal Associates-License Agreement (DOCX)
- Witherspoon Exhibit (PDF)
- Mayor and Council 6-26-19 With Urban PRTWP-0945 (PDF)

**ORDINANCE #2019-30**

**AN ORDINANCE BY THE MUNICIPALITY OF PRINCETON PURSUANT TO N.J.S.A. 40A:12-1 ET. SEQ. AUTHORIZING A LICENSE AGREEMENT FOR BLOCK 27.02, LOT 76 PRINCETON TAX MAP WITH WITHERSPOON URBAN RENEWAL ASSOCIATES, LLC TO PERMIT THE INSTALLATION OF AN EMERGENCY GENERATOR, COOKING OIL RECEPTACLE AND CO2 RECEPTACLE ENCLOSURE ON THE HINDS PLAZA.**

**WHEREAS**, Witherspoon Urban Renewal Associates, LLC has requested permission to install an emergency generator for residential tenants occupying 55 Witherspoon Street, a cooking oil receptacle and a CO2 receptacle on a portion of the Hinds Plaza designated on the Princeton Tax Map as Block 27.02, Lot 76; and

**WHEREAS**, the New Jersey Local Land and Buildings Law, *N.J.S.A. 40A:12-1 et seq.* requires the adoption of an ordinance authorizing the proposed License Agreement.

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

1. The Mayor and Clerk are hereby authorized and directed to execute a License Agreement with Witherspoon Urban Renewal Associates, LLC to permit the installation of an emergency generator for the residential tenants of 55 Witherspoon Street, cooking oil receptacle and CO2 receptacle behind an enclosure.
2. The License Agreement hereby authorized by this Ordinance is on file in the Office of the Municipal Clerk and may be inspected during regular office hours.

3. This Ordinance shall take effect upon its passage and publication as required for by law.

\_\_\_\_\_  
Delores A. Williams, Clerk

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

PASSED ON FIRST READING:

July 8, 2019

FINAL READING:

\_\_\_\_\_ 2019

### **Purpose**

The purpose of this Ordinance is to authorize a License Agreement for an emergency generator, cooking oil receptacle and CO2 receptacle enclosure on the Hind's Plaza.

Adopted:

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (this “Agreement”) is made this 8<sup>th</sup> day of July, 2019, by and between **PRINCETON**, a municipal corporation of the State of New Jersey, with offices at 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as “PRINCETON”) and **WITHERSPOON URBAN RENEWAL ASSOCIATES, LLC and DWM HOLDINGS, INC., dba KRISTINE’S**, having an address of 256 Nassau Street, Princeton New Jersey 08542 (hereinafter referred to as “LICENSEE”).

### **W I T N E S S E T H**

WHEREAS, PRINCETON is the owner in fee of the Hind’s Plaza, Block 27.02, Lot 76 Princeton Tax Map (the “Property”); and

WHEREAS, the LICENSEE is the owner of both retail and residential space on the Hind’s Plaza; and

WHEREAS, the LICENSEE has requested a License Agreement from Princeton to allow certain improvements to be constructed on the Hind’s Plaza including an emergency generator for the tenants of 55 Witherspoon Street which is immediately adjacent to the Hind’s Plaza, the installation of a cooking oil receptacle and CO2 receptacle within a fenced enclosed area; and

WHEREAS, the parties hereto desire to establish and memorialize a certain license to permit these above-referenced improvements on the Hind’s Plaza, on the terms and conditions set forth in this Agreement.

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

1. Grant of License. PRINCETON hereby grants and conveys unto and in favor of the LICENSEES, a license to permit the installation of the following improvements within a public right of way known as Hind’s Plaza: the installation of an emergency generator, cooking oil receptacle and CO2 receptacle behind a fence screening on the Property. The license area (the “License Premise”) is depicted on Exhibit A attached.

2. Term. The term of this Agreement (“Term”) shall commence on the date of full execution of this Agreement and shall continue indefinitely unless terminated by PRINCETON as provided herein. PRINCETON shall have the right to terminate this Agreement for good cause upon ninety (90) days’ written notice to LICENSEE.

3. Payment. LICENSEE shall pay to PRINCETON the sum of One Dollar (\$1.00) for this Agreement. LICENSEE agrees the payment of the aforesaid compensation shall not in any way restrict the right of PRINCETON to terminate this Agreement as provided above, nor be construed as establishing any term during which the Agreement is to continue.

4. Use Conditions. LICENSEE, at its sole cost and expense, shall perform any and all work in the License Premises necessary to make it suitable for the encroachments.

LICENSEE will comply with all applicable governmental regulations and requirements when performing work in the License Premises and shall secure and pay for all necessary permits or consents required for the use of the License Premises.

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

PRINCETON, a Municipal Corporation of  
the State of New Jersey

\_\_\_\_\_  
Delores A. Williams, Clerk

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

WITHERSPOON URBAN RENEWAL  
ASSOCIATES, LLC

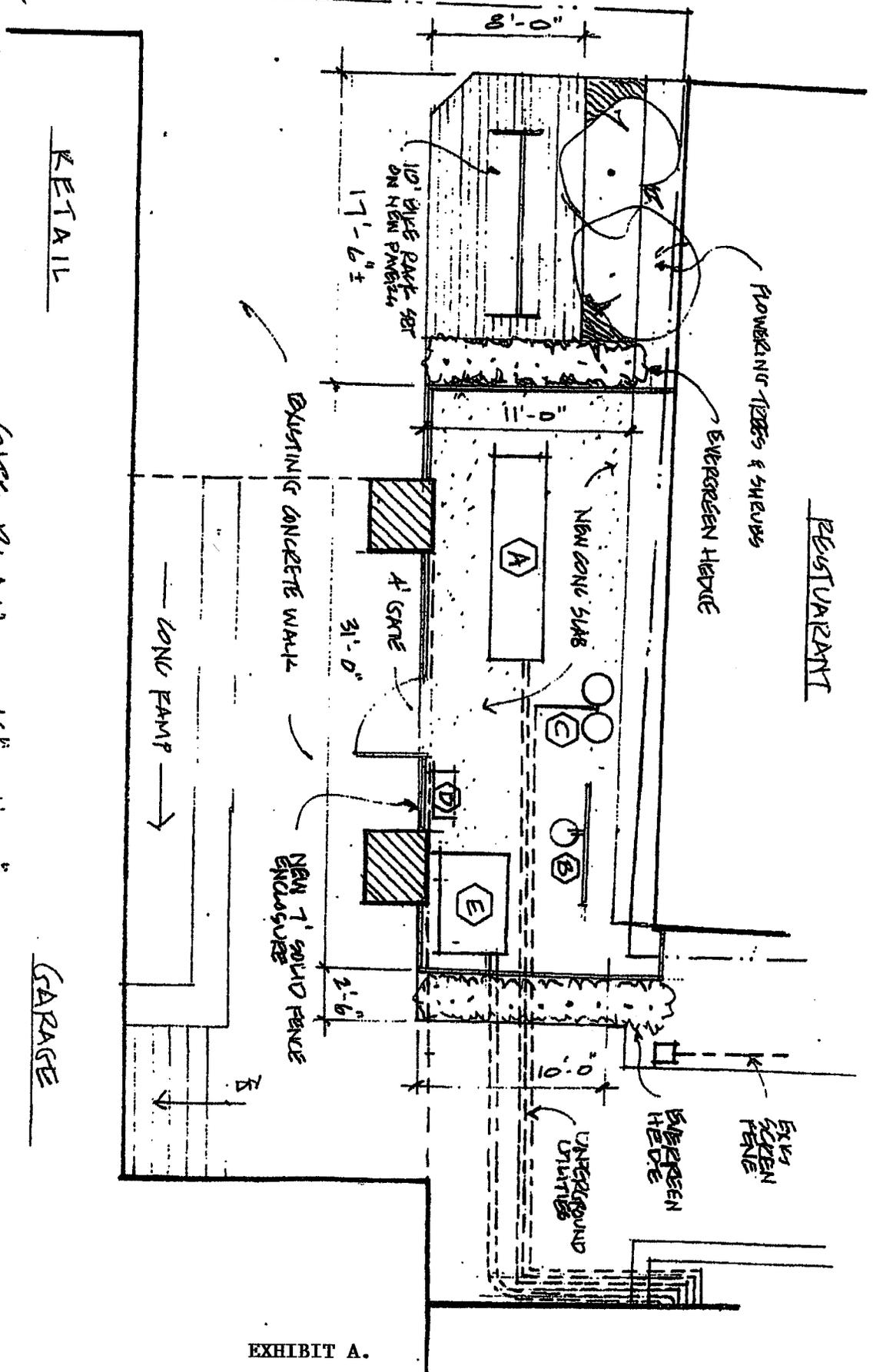
\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Jack Morrison, Managing Member





SPRING STREET SIDEWALK



SITE PLAN @ 1/8" = 1'-0"

HIND'S PLAZA ENCLOSURE

Mark	Equipment Type	Nominal Size*	Comments
A	New Electric Generator	136"x40"x 58" tall	80 Kw with sound enclosure
B	Existing Gas Valve		to remain
C	New Carbonation Tanks	Two @ 20" dia x 65" tall	to remain
D	Telephone Box		to remain
E	New Tank Cabinet	62.5"x 44.5"x 68.25" tall	cooking oil

EXHIBIT A.

# MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW

## MEMORANDUM

To: Mayor and Council of Princeton

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



Date: June 26, 2019

**Re: Municipality of Princeton - Witherspoon Urban Renewal Associates, LLC**

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Pursuant to your request, I have prepared and attach hereto a proposed ordinance that would authorize a License Agreement with Witherspoon Urban Renewal Associates, LLC to install an emergency generator, cooking oil receptacle and CO2 receptacle behind an enclosure on Hind's Plaza.

It is my understanding you may wish to introduce this ordinance at your meeting on July 8, 2019.

Encl.

cc: Marc Dashield, Administrator (via email w/encl.)  
Delores A. Williams, Municipal Clerk (via email w/encl.)  
Robert F. Casey, Esq., Jack Morrison's Attorney (via email w/encl.)  
Trishka W. Cecil, Esq. (via email w/encl.)  
Deanna Stockton, PE, Municipal Engineer (via email w/encl.)



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 07/08/19 05:30 PM  
Department: Clerk

**ORDINANCE**

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**Ordinance #2019-31 An Ordinance by the Municipality of Princeton  
Pursuant to N.J.S.A. 40A:12-1 et. seq. Authorizing a License  
Agreement for Block 27.02, Lot 76 Princeton Tax Map with DWM  
Holdings, Inc. dba Kristine's for 24 Seats for Outside Dining on the  
Hinds Plaza (Public Hearing: July 22, 2019)**

**ATTACHMENTS:**

- Ordinance #2019-31 DWM Holdings Inc\_ (DOCX)
- DWM Holdings Inc -License Agreement (DOCX)
- DWM Exhibit (PDF)
- Mayor and Council 6-26-19 DWM Holdings PRTWP-0945 (PDF)
- Kristine's outside seating (PDF)

**ORDINANCE #2019-31**

**AN ORDINANCE BY THE MUNICIPALITY OF PRINCETON PURSUANT TO N.J.S.A. 40A:12-1 ET. SEQ. AUTHORIZING A LICENSE AGREEMENT FOR BLOCK 27.02, LOT 76 PRINCETON TAX MAP WITH DWM HOLDINGS, INC. dba KRISTINE'S FOR 24 SEATS FOR OUTSIDE DINING ON THE HINDS PLAZA.**

**WHEREAS**, DWM Holdings, Inc. dba Kristine's intend to open a new restaurant on Hinds Plaza and seeks permission to provide 24 seats of outside dining immediately adjacent to a new restaurant known as Kristine's; and

**WHEREAS**, the New Jersey Local Land and Buildings Law, *N.J.S.A. 40A:12-1 et seq.* requires the adoption of an ordinance authorizing the proposed License Agreement.

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

1. The Mayor and Clerk are hereby authorized and directed to execute a License Agreement with DWM Holdings, Inc. dba Kristine's to permit an area immediately adjacent to the Kristine's Restaurant space on the Hinds Plaza to be used for 24 outdoor dining seats.
2. The License Agreement hereby authorized by this Ordinance is on file in the Office of the Municipal Clerk and may be inspected during regular office hours.
3. This Ordinance shall take effect upon its passage and publication as required for by law.

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Delores A. Williams, Clerk

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Liz Lempert, Mayor

PASSED ON FIRST READING:

July 8, 2019

FINAL READING:

\_\_\_\_\_ 2019

**Purpose**

The purpose of this Ordinance is to authorize a License Agreement for 24 outside dining seats for a new restaurant, Kristine's, on the Hinds Plaza.

Adopted:

V:\USERS\Edwin\PRINCETON\2019 Ordinances\DWM Holdings Inc..docx

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (this “Agreement”) is made this 8<sup>th</sup> day of July, 2019, by and between **PRINCETON**, a municipal corporation of the State of New Jersey, with offices at 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as “PRINCETON”) and **DWM HOLDINGS, INC., dba KRISTINE’S**, having an address of 256 Nassau Street, Princeton New Jersey 08542 (hereinafter referred to as “LICENSEE”).

### W I T N E S S E T H

**WHEREAS**, PRINCETON is the owner in fee of the Hind’s Plaza, Block 27.02, Lot 76 Princeton Tax Map (the “Property”); and

**WHEREAS**, the LICENSEE wishes to open a new restaurant called Kristine’s on the Hind’s Plaza; and

**WHEREAS**, the LICENSEE has requested a License Agreement from Princeton to allow for the new restaurant to be opened on Hind’s Plaza known as Kristine’s for 24 seats of outside dining; and

**WHEREAS**, the parties hereto desire to establish and memorialize a certain license to permit these above-referenced improvements on the Hind’s Plaza, on the terms and conditions set forth in this Agreement.

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

1. Grant of License. PRINCETON hereby grants and conveys unto and in favor of the LICENSEES, a license to permit the use of the area immediately adjacent to the restaurant for 24 seats for outside dining on the Property. The license area (the “License Premise”) is depicted on Exhibit A attached.

2. Term. The term of this Agreement (“Term”) shall commence on the date of full execution of this Agreement and shall continue indefinitely unless terminated by PRINCETON as provided herein. PRINCETON shall have the right to terminate this Agreement for good cause upon ninety (90) days’ written notice to LICENSEE.

3. Payment. LICENSEE shall pay to PRINCETON the sum of One Dollar (\$1.00) for this Agreement. LICENSEE agrees the payment of the aforesaid compensation shall not in any way restrict the right of PRINCETON to terminate this Agreement as provided above, nor be construed as establishing any term during which the Agreement is to continue.

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

PRINCETON, a Municipal Corporation of  
the State of New Jersey

\_\_\_\_\_  
Delores A. Williams, Clerk

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

DWM HOLDINGS, INC., dba KRISTINE'S

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Jack Morrison, President







# MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW

## MEMORANDUM

To: Mayor and Council of Princeton

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



Date: June 26, 2019

**Re: Municipality of Princeton - DWM Holdings, Inc., dba Kristine's Restaurant**

---

Pursuant to your request, I have prepared and attach hereto a proposed ordinance which would authorize a License Agreement with DWM Holdings, Inc. dba Kristine's Restaurant which would permit this new restaurant to have 24 seats of outside dining immediately adjacent to the restaurant on the Hind's Plaza.

It is my understanding you may wish to consider this ordinance at your meeting on July 8, 2019.

Encl.

cc: Marc Dashield, Administrator (via email w/encl.)  
Delores A. Williams, Municipal Clerk (via email w/encl.)  
Robert F. Casey, Esq., Jack Morrison's Attorney (via email w/encl.)  
Trishka W. Cecil, Esq. (via email w/encl.)  
Deanna Stockton, PE, Municipal Engineer (via email w/encl.)

June 27, 2019

Municipality of Princeton  
Princeton Municipal Building  
400 Witherspoon St.  
Princeton, NJ 08540

Ref: Outdoor seating application  
Kristine's  
51 Witherspoon St  
Princeton, NJ 08542

To Mayor and Council,

DWM Holdings Inc., dba/Kristine's would like to have outside seating for the new restaurant on Hinds Plaza. We are proposing 24 seats, with appropriate separation, similar to the adjacent outdoor seating for the Witherspoon Grill. The seating will be seasonal, and movable, ie; not fixed.

Please see attached drawings and narrative.

Sincerely,



Jack Morrison  
DWM Holdings Inc.

cc: R. F. Casey Jr., Esq.

## **Kristine's Outdoor Seating Narrative Information**

**15. Provide a separate narrative to describe the nature and extent of the proposed site development covered by this application.**

Provide dedicated seating in the plaza for new restaurant. A total of twenty-four seats are proposed, with appropriate separation, similar to the adjacent seating for the Witherspoon Grill. The seating will be seasonal, and movable, ie not fixed

**16. Provide a separate narrative to describe the proposed site development with respect to each of the following, to the extent information is known (refer to instructions):**

*(a) Ecological consideration:* Ecology will be unaffected. The area is used for table seating now.

*(b) Landscape:*

There will be no landscaping changes as part of this proposal.

*(c) Relation of proposed structure to environment:* The seating/tables will be compatible to the seating/tables already in the plaza.

*(d) Scenic, historical, archeological & landmark sites:* NA.

*(e) Surface water drainage:* There will be no changes to the plaza. No additional impervious surface or changes in the direction and quantity of runoff.

*(f) Driveway connection to public streets:* NA

*(g) Traffic effects:* NA.

*(h) Pedestrian Safety:* NA.

*(i) On-site parking and circulation:* NA

*(1) Utility services:* NA

*(k) Disposal of waste:* NA

*(1) Noise:* The area is presently used for open-air seating. There will be no changes to the sound levels..

*(m) Advertising features:* There is no signage associated with this proposal

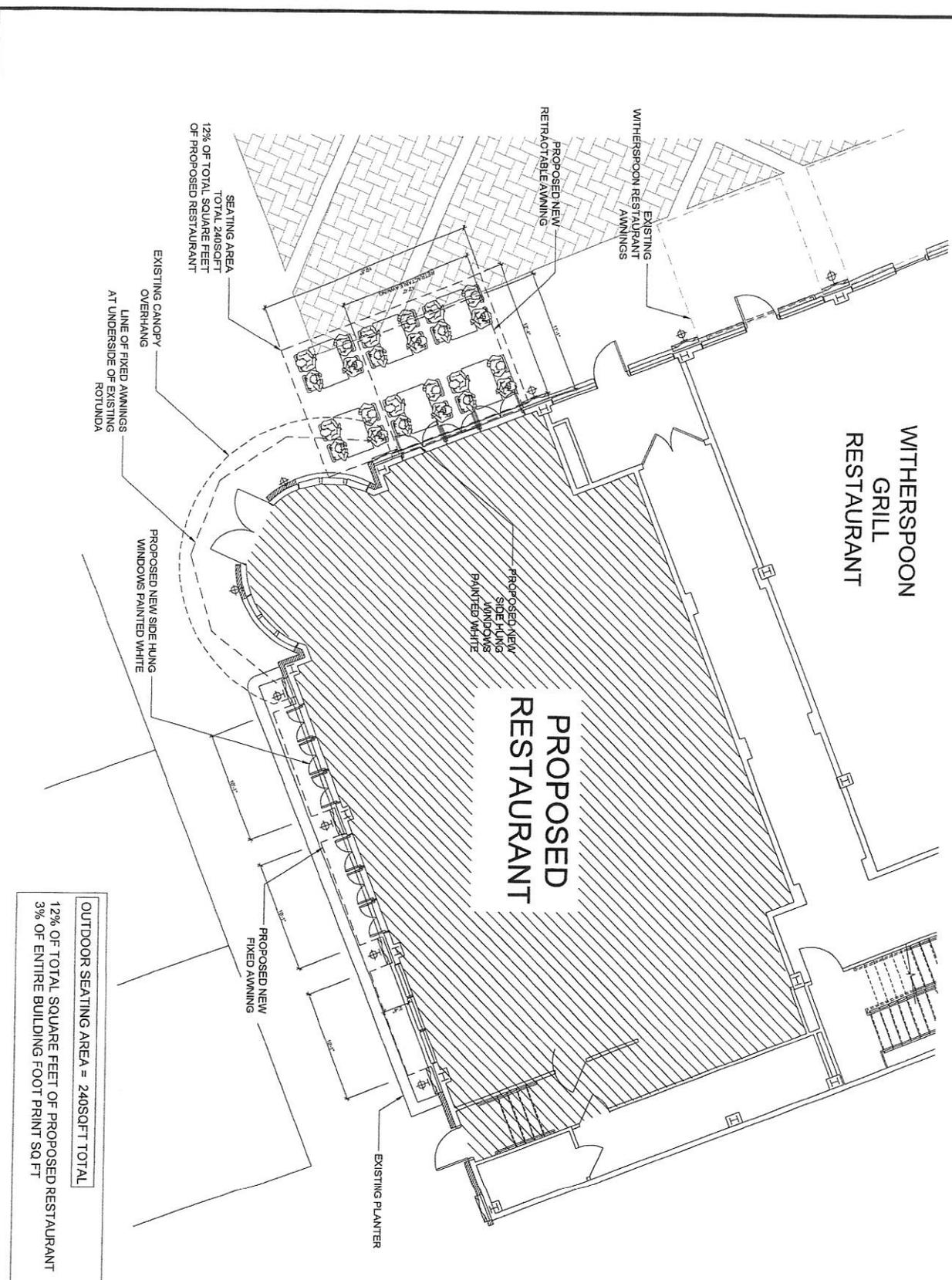
*(n) Special Feature:* None.







WITHERSPOON  
GRILL  
RESTAURANT



OUTDOOR SEATING AREA = 240SQFT TOTAL  
12% OF TOTAL SQUARE FEET OF PROPOSED RESTAURANT  
3% OF ENTIRE BUILDING FOOT PRINT SQ FT

DESIGN: ERSKIY BY 2012-2019 LLC  
DATE: SHEET IS PROVIDED FOR CONSULTANT USE

NOT TO SCALE  
THIS PLAN IS FOR INFORMATION ONLY AND DOES NOT REPRESENT A CONTRACT. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON SITE. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING HISTORIC STRUCTURES AND FEATURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PUBLIC UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PRIVATE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PUBLIC RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PRIVATE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PUBLIC INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PRIVATE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PUBLIC DATA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PRIVATE DATA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PUBLIC DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PRIVATE DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PUBLIC RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PRIVATE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PUBLIC INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PRIVATE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PUBLIC DATA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PRIVATE DATA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PUBLIC DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PRIVATE DOCUMENTS.

PLANNED  
ARCHITECTURE  
1111 WITHERSPOON ST.  
PRINCETON, NJ 08540  
TEL: 609-951-1111  
WWW.PLANNEDARCHITECTURE.COM

INDIANA ARCHITECTS REGISTERED  
111 WITHERSPOON ST.  
PRINCETON, NJ  
OUTDOOR PLAN

DATE: 11/15/2018  
TOTAL: 23-2518  
A-703



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 07/08/19 05:30 PM  
Department: Clerk

**ORDINANCE**

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**Ordinance #2019-32 An Ordinance by the Municipality of Princeton  
Concerning the Princeton Police Department and Amending the  
"Code of the Borough of Princeton, New Jersey, 1974" (Public  
Hearing: July 22, 2019)**

**ATTACHMENTS:**

- Ordinance #2019-32 Chapter 26 Updates - for June 10 2019 (DOCX)
- Memo police ordinance (PDF)

**ORINANCE #2019-32**

**AN ORDINANCE BY THE MUNICIPALITY OF PRINCETON CONCERNING THE PRINCETON POLICE DEPARTMENT AND AMENDING THE “CODE OF THE BOROUGH OF PRINCETON, NEW JERSEY, 1974.”**

BE IT ORDAINED by the Princeton Council as follows:

Section 1. Section 26-1 of the “Code of the Borough of Princeton, New Jersey, 1974” (“Borough Code”), entitled “Establishment of Department,” is hereby amended as follows (additions underlined; deletions [bracketed]):

**Sec. 26-1. Establishment of Department.**

There is hereby created in and for Princeton, a police department, known as the “Princeton Police Department,” which shall consist of the Chief of Police, up to one (1) Captain, up to four (4) Lieutenants, up to [ten (10)] seven (7) Sergeants, up to four (4) Corporals and up to [thirty-three (33)]thirty-six (36) permanent Patrol Officers. As used in this chapter, all sworn officers, i.e., the Chief, Captain, Lieutenants, Sergeants, Corporals and Patrol Officers, may be referred to as “members.” In addition, the Police Department may be supported by such civilian employees as may be deemed necessary by the Mayor and Council. Such Department shall be governed by applicable laws of the State, this chapter and other applicable laws and ordinances of the municipality and rules and regulations adopted pursuant hereto.

Section 2. Section 26-3 of the Borough Code, entitled “Appointment; Promotion; Qualifications Generally,” is hereby amended as follows (additions underlined; deletions

[bracketed]):

**Sec. 26-3. Appointment; Promotion; Qualifications Generally.**

(a) All members of the Police Department shall be appointed by the Mayor, with the advice and consent of the Council. The Mayor and the Council may seek and consider, but need not follow, recommendations from the Public Safety Committee as to appointments and promotions.

(b) No person shall be appointed a patrol officer unless that person shall have demonstrated an aptitude for police employment for a period of one year as a probationary patrol officer, during which time he or she shall not be considered a permanent member of the Department and instead referred to as a probationary member. For purposes of this section, the probationary period for any patrol officer shall be for a period of one year following the candidate's graduation from a police academy or if the candidate has prior police experience, said probationary period shall be for one year from the date of employment or from the date of the successful completion of any police refresher courses required to be taken as a condition of employment, whichever shall occur last. Candidates shall be drawn from an eligibility list established through recognized examination and testing procedures, interviews and thorough background investigations.

(c) No person shall be appointed or promoted to a command or supervisory position above patrol officer unless that person shall have demonstrated an aptitude and the qualifications for such position. In addition, no person shall be promoted to Chief unless that person has served as [Lieutenant]Captain for at least one year; no person shall be promoted to Captain unless that person has served as

Lieutenant for at least one year; no person shall be promoted to Lieutenant unless that person has served as Sergeant for at least one year; no person shall be promoted to Sergeant unless that person has served as Corporal or Patrol Officer for at least five years; and no person shall be promoted to Corporal unless that person has served as Patrol Officer for at least five years.

(d) Candidates for and members of the Police Department shall comply with all other qualifications prescribed by law, including but not limited to N.J.S.A. 40A:14-122.

(e) Every member of the Police Department shall be a resident of the state of New Jersey while serving in such position, as required by law. New members shall be residents of the state of New Jersey at the time of their appointment and thereafter, unless they served in the armed services of the United States as provided by N.J.S.A. 40A:14-123.1.

(f) No person shall be appointed to the Police Department who is under twenty-one years of age or who is over thirty-five years of age, except as otherwise provided by law.

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

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

Section 5. This ordinance shall take effect upon its final adoption and publication as

provided for by law. The provisions of this ordinance shall be applicable within Princeton upon taking effect and shall become a part of the new Princeton Code once completed and adopted.

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Delores Williams, Clerk

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Liz Lempert, Mayor

Ordinance Introduced:

Ordinance Adopted:

The purpose of this ordinance is to update the provisions of Chapter 26 of the Borough Code with reference to the composition of the current Police Department and procedures for promotion of members.



*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: June 17, 2019**

**TO: Marc Dashield, Administrator**

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

**RE: Police Department Ordinance**

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Due to changes in department structure and staffing, a change regarding the police ordinance is necessary. The changes are as follows.

1. Recognition of the Captain's position in the chain of command.
2. Requirement that an officer serve as Captain for a minimum of one year for consideration to promotion to Chief of Police. This conforms with requirements for promotion to other ranks.
3. Update number of Sergeants in chain of command from 14 to 7.
4. Update number of officers to accommodate current levels. It should be noted that we currently have 8 Probationary Officers and 52 full time police officers (that includes all ranks). Six of these eight officers will not be ready for full time patrol until the end of 2019 or beginning of 2020. They will be considered for full time employment on January 2, 2020. The department currently has 10 officers that are eligible for retirement between 2019 and 2020. These probationary officers were recruited and hired in anticipation of this attrition.



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**RESOLUTION 19-203**

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**Resolution Authorizing Professional Services Agreement with  
Whitman Environmental Consulting, Not to Exceed \$163,375.00**

**WHEREAS**, the municipality of Princeton desires to retain the services of a professional Licensed Site Remediation Professional (LSRP) for purposes of performing a preliminary environmental assessment on 298 River Road on behalf of Princeton; and

**WHEREAS**, Whitman (2231 Walbert Avenue, Allentown, PA 18104) has provided a proposal to Princeton for purposes of performing the sought-after site survey, site sampling and analysis, and post sampling site survey for the not to exceed contract amount of \$163,375.00 and work performed within 6 weeks of authorization; 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, Whitman 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 \$163,375.00 as more specifically detailed in Whitman’s proposal (attached); and

**WHEREAS**, the Chief Financial Officer has certified that sufficient funds are available to pay for said services from Administrative and Executive Operating and Expenses, Unclassified Expenses, 01-201-20-111-283; 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 Whitman for a preliminary environmental assessment of 298 River Road 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. Whitman shall be paid a fee not to exceed \$163,375.00. The term of the agreement shall be 6 weeks from authorization
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. Crumiller								
M. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, 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 July 8, 2019.

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Delores A. Williams, Municipal Clerk

**ATTACHMENTS:**

- Council Memo - WHITMAN Environmental Assessment 2019 (DOCX)
- Exhibits B and C to Standard PSA (DOCX)
- Twp of Princeton - Preliminary Environmental Assessment - Proposal #40451 - 6-17-2019 (PDF)



# *Municipality of Princeton*

Witherspoon Hall  
400 Witherspoon Street  
Princeton, NJ 08540

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**Administration**

Telephone 609-924-5176

Fax: 609-924-7627

Website: <http://www.princetonnj.gov>

**JEFFREY C. GROSSER, MHS, HO**  
**Assistant Administrator/Health Officer**

To: Marc Dashield, Administrator  
Delores Williams, Clerk

From: Jeffrey C. Grosser, MHS, HO – Assistant Administrator/Health Officer

Date: July 8, 2019

Re: Professional Services Agreement with Whitman for Preliminary Environmental Assessment of 298 River Road

Marc,

I have attached a professional services agreement with Whitman environmental consulting for the purposes of a preliminary environmental assessment of the 298 River Road site. The assessment is required to be performed in order to identify any potential soil contamination. The removal of asbestos containing materials is also included in this proposal. The assessment is required in order to determine next steps on the property which may include the removal of certain soils from the site, as cited by a New Jersey Department of Environmental Protection notice of violation, received by the Municipality on June 11, 2019.

The agreement is for a not to exceed amount of \$163,375.00 and will end six weeks from authorization of this agreement. The Municipality is communicating with its insurance carrier regarding filing a claim regarding potential soil contamination clean up at 298 River Road.

Best Regards,

Jeffrey C. Grosser  
Assistant Administrator/Health Officer

## **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.



Lehigh Valley Office  
2231 Walbert Avenue  
Allentown, PA 18104

Tel: 484.274.6863 • Fax: 484.350.3132  
www.whitmanco.com

July 2, 2019

Marc Dashield  
Twp of Princeton  
400 Witherspoon Street  
Princeton, NJ 08540

RE: Proposal for Preliminary Environmental Assessment  
298 River Road  
Princeton, NJ  
**Whitman Proposal #40451**

Dear Mr. Dashield:

Whitman is pleased to provide the Township of Princeton (hereinafter referred to as Client) with the following proposal for a Preliminary Environmental Assessment of the 298 River Road, Princeton, NJ property, specific to the soils brought onto the site.

## **1.0 BACKGROUND**

The Township operates a municipally exempt site at the above-referenced address where township-owned vehicles are stored. In addition, the site conducts some limited recycling and occasionally stages millings and dirt from township projects for reuse. Historically, the township has allowed contractors doing projects in the town to store their equipment at this location. It is suspected that a town employee, alone or in conjunction with contractors, was allowing the dumping of soil, millings, asphalt, concrete and brick on the property over the past few years. This has resulted in an extremely large pile of undocumented and tested soil to be stockpiled around the property. This current stockpile may be impacting wetlands (per NJDEP Inspector comments) and possibly extend into Montgomery Township. In addition, there is a roll off on site with bagged asbestos pipe wrap that has been there for 2-7 years. The bags are punctured and the roll off has a number of holes in it allowing collected water to run out and potentially impact the surrounding soil. There is also evidence of diesel spills due to asphalt hot box clean out (by contractors) on site.

## **2.0 SCOPE OF WORK**

### **2.1 Securing of Asbestos Roll Off**

Whitman will provide the necessary supplies and labor required to properly secure the asbestos roll off to prevent any further degradation of the bagged material and minimize impacts to the

—◆—  
Creating Solutions. Exceeding Expectations.

environment. Field staff will cover the roll off with two layers of 6-mil poly sheeting and secure the layers to the roll off with duct tape (or similar). Any observed holes in the roll off container will be sealed with expandable foam and asbestos warning signs will be adhered to all four sides of the container. Lastly, all work will be photo documented.

## **2.2 Wetlands Delineation**

### **2.3.1 Database Analysis**

Whitman will conduct a desktop analysis consisting of a review of the following online databases to identify any potential Environmentally Sensitive Natural Resources (ESNR) in the general vicinity of the Site: the NJDEP's NJ-GeoWeb, Natural Heritage Program for information on rare, threatened and endangered species, and the United States Fish and Wildlife (USFW) National Wetland Inventory (NWI) online databases and maps. These databases will identify wetlands, streams, and other surface water bodies, specialized habits, land use restrictions, previously identified NJDEP mapped wetlands and floodplains, as well as other pertinent information necessary to evaluate the property. Whitman will use the information provided by the Client, and the information obtained from the desktop review to evaluate the current property footprint with respect to any ESNRs. Whitman will identify wetlands and regulated features on the property, and within 150' of the property boundary. The information will be used to GIS locate any proximal ESNRs to the property, and their potential transition/buffer areas.

### **2.3.2 Wetlands Survey**

Whitman will conduct a limited Site survey on the property focusing on ESNRs. This task assumes access to all portions of the Site will be obtained by Client. This task consists of the performance of one transect along the longest axis of the feature to evaluate if wetland hydric soils, wetland obligate plant communities/habitat, and hydrology is present to qualify this as a wetland in deference to the Army Corps of Engineers *Wetlands Delineation Manual* (1987), the *New Jersey Technical Requirements for Site Remediation* (N.J.A.C. 7:26E), the *Ecological Evaluation Guidance* (June 2018), and other applicable guidance. If any sensitive flora or fauna, or any specimen trees are observed along the transect points, they will be recorded along with habitat characteristics and dominant species present.

As part of this task Whitman will assess if illegal dumping, deforestation and introduction of backfill to create roads, and other similar soil disturbances have occurred in the area of the wetlands. Hand auger cores will be collected in areas of suspected dumping to evaluate lateral extent of dumping. Observations of backfill, impacted soils, waste and other anthropogenic materials will be field located and tagged for future survey and removal. The presence of distressed vegetation, discoloration and other indications of spills or introduction of chemicals will be also surveyed, however the collection and analysis of soil, sediments or other media will be addressed under separate cover.

### **2.3 Site Sampling and Analysis**

Whitman will initiate conversations and attend necessary meetings with NJDEP personnel to discuss the sampling of the material on site and the steps to be taken to mitigate the Notice of Violation.

A Ground Penetrating Radar (GPR) scan will be performed prior to sampling activities to ensure that nothing is buried within the stockpile that would impede soil boring activities.

The following scope of work will be conducted in accordance with the NJDEP Technical Requirements for Site Remediation (TRSR) and NJDEP guidance documents to evaluate potential environmental impacts at the Site. Based on the site conditions, Whitman will utilize two drilling rigs and crews to perform the necessary soil borings described below. Using a NJDEP-licensed driller, this will be conducted with either direct push Geoprobe® technologies or an auger-type drilling rig. All borings will be flagged for follow up post-sampling survey (see Section 2.4). The activities described herein will be conducted under the direction of a Licensed Site Remediation Professional (LSRP).

Prior to advancing the soil borings, Whitman's subcontractor will call in a utility mark-out via the New Jersey One Call system. For the purposes of this proposal, it is assumed that all soil borings will be advanced through soil surfaces.

A minimum of fifty (50) soil borings will be advanced at the Site to delineate the horizontal and vertical extents of the identified soil impacts.

The borings will be inspected for lithology and for visual and olfactory evidence of impact. A photoionization detector (PID) will be utilized to screen the subsurface soils for the presence of volatile organic vapors. All soil samples will be collected from the six-inch depth interval exhibiting the strongest evidence of potential impacts.

Up to 55 samples, including the required blanks per the current regulations, will be collected and submitted for Target Compound List (TCL)/Target Analyte List (TAL) analysis, Extractable Petroleum Hydrocarbons and Hexavalent Chromium.

In order to rule out impacts to groundwater, fifteen of the samples will be automatically analyzed Synthetic Precipitation Leaching Procedure Volatile Organics (SPLP VO), Base Neutrals (SPLP BN), SPLP Pesticides, SPLP Metals and SPLP PCBs.

All samples will be sent to a New Jersey-certified laboratory for analysis on a standard two-week turnaround time (TAT). Should Client request an expedited TAT for the analyses, the applicable surcharge will be applied in accordance with Whitman's Laboratory Rate Sheet included in Attachment 2.

Additionally, Whitman will obtain four samples for Transmission Electron Microscopy (TEM) analysis from the area surrounding the on-site roll off containing the non friable asbestos pipe

covering and request results in one-week turnaround time (TAT). Should Client request an expedited TAT for the analysis, the applicable surcharge will be applied in accordance with Whitman's Laboratory Rate Sheet included in Attachment 2.

## 2.4 Post Sampling Site Survey

At the conclusion of sampling activities, Whitman will conduct a post survey to plot the locations of samples taken for use in Phase II of the project (waste classification and removal – under a separate proposal). Any identified wetlands will also be flagged.

## 3.0 COST

The following represents *estimates* of the cost to complete the Scope of Work. Because subsurface work is subject to considerable uncertainty due to site conditions and/or NJDEP evaluation, firm quotations or bids cannot be provided. All services will be billed according to actual costs as outlined under our Fee Structure. If additional costs become necessary to complete the project due to unforeseen circumstances, the Client will be advised.

	<u>Activity</u>	<u>Estimated Cost</u>
1.	Securing of Asbestos Roll Of	\$1,525
2.	Wetlands Delineation <sup>1,2</sup>	\$3,700
3.	Soil Sampling/Analysis and Project Oversight <sup>3</sup>	\$156,425
4.	Post Sampling Site Survey	<u>\$1,725</u>
	<b>Total Estimated Cost</b>	<b>\$163,375</b>

### Notes

#### **Wetlands:**

<sup>1</sup>NJDEP fees associated with the preparation by the agency, or copying is the responsibility of the client. This task does not include the preparation of any additional permit applications such as but not limited to any general permits, individual permits wetland and/or stream encroachment permits. If required, these permit application packages can be prepared and submitted for an additional fee.

<sup>2</sup>If additional sampling, field tagged delineation, Land Use Program Letters of Interpretation, ecological risk assessments or further investigation is requested, these tasks will be addressed under separate cover.

### **Soil Sampling/Analysis and Project Oversight:**

<sup>3</sup>*Breakdown of costs associated with this line item:*

<i>Drill Rig</i>	<i>\$27,150</i>
<i>Vehicles &amp; Supplies</i>	<i>\$ 4,705</i>
<i>HASP</i>	<i>\$ 1,500</i>
<i>PID Meter</i>	<i>\$ 500</i>
<i>Labor</i>	<i>\$58,370</i>
<i>Laboratory</i>	<i>\$64,200</i>
<b><i>Total</i></b>	<b><i>\$156,425</i></b>

### **4.0 SCHEDULE**

The anticipated schedule to complete the Scope of Work is provided below.

<b><u>Milestone</u></b>	<b><u>Weeks from Authorization<sup>1</sup></u></b>
1. Securing of Asbestos Roll Off	Completed
2. Wetlands Delineation	One-Two
3. Soil Sampling and Analysis	Two-Three
4. Post Sampling Site Survey	Two-Three

<sup>1</sup>**Pending authorization from the NJDEP on the soil sampling plan.**

### **5.0 FEE STRUCTURE**

The fee structure for this work is included in Attachment 1 as part of this proposal and will be a part of the Agreement between Client and Whitman.

### **6.0 PROPOSAL PERIOD**

This proposal is valid for a period of 45 days.

### **7.0 TERMS AND CONDITIONS**

Whitman's Standard Terms and Conditions are included as Attachment 3 as part of this proposal and will be a part of the Agreement between Client and Whitman.

Marc Dashield  
Township of Princeton  
**Whitman Proposal #40451**  
July 2, 2019  
Page 6

## **8.0 SUMMARY**

This proposal describes the services to be provided by Whitman to Client at the site located in Princeton, NJ. The estimated cost to complete the Scope of Work is **\$163,375**.

To initiate the Scope of Work, please return a signed copy of this proposal.. Please contact me at (732) 390-5858 if you have any questions regarding this proposal.

Very truly yours,



John Beaupre  
Senior Vice President



Michael W Wellet, Jr. PE, CPE  
President

JB/kk  
Attachments

## PROPOSAL ACCEPTANCE

The signature below, by a duly authorized representative of Client, indicates acceptance of the referenced proposal and all attachments including the Terms and Conditions without exception. Acceptance is limited to the terms stated in this proposal, and any additional or different terms are rejected unless expressly agreed to in writing by Whitman.

---

*Name, Title (please print)*

---

*Company Name (please print)*

---

*Signature*

---

*Date*

---

*Phone Number*

---

*E-mail Address*

### **Name & Address of Whom to Invoice:**

---

*Name, Title*

---

*Company Name*

---

*Street Address, City, State, Zip*

---

*Phone Number*

---

*E-mail Address*

## ATTACHMENT 1

### 2019 ENVIRONMENTAL FEE STRUCTURE

Professional Service rates for Whitman's staff are as follows:

#### PROFESSIONAL SERVICES

Principal II	\$265.00 per hour
CEO/President	\$250.00 per hour
Principal I	\$240.00 per hour
LSRP/CIH	\$205.00 per hour
Senior Vice President	\$200.00 per hour
Vice President	\$190.00 per hour
Director	\$180.00 per hour
Senior Project Manager	\$155.00 per hour
Project Manager – II	\$140.00 per hour
Project Manager – I	\$130.00 per hour
Senior Scientist/Hydrogeologist – II	\$120.00 per hour
Senior Scientist/Hydrogeologist – I	\$115.00 per hour
Project Scientist/Hydrogeologist – II	\$105.00 per hour
Project Scientist/Hydrogeologist – I	\$100.00 per hour
Staff Scientist/Hydrogeologist	\$ 90.00 per hour
Office Manager	\$ 70.00 per hour

The following Professional Service rates also apply to overtime work.

#### ADMINISTRATIVE AND FIELD SERVICES

Junior Scientist	\$ 85.00 per hour
Environmental CAD	\$ 80.00 per hour
Environmental Technician - II	\$ 70.00 per hour
Environmental Technician - I	\$ 65.00 per hour
Administrative Support	\$ 60.00 per hour
Asbestos Technician - II	\$ 60.00 per hour
Asbestos Technician - I	\$ 55.00 per hour
Environmental Laborer/Driver - II	\$ 60.00 per hour
Environmental Laborer/Driver - I	\$ 55.00 per hour
Construction Tech II	\$ 50.00 per hour
Construction Tech I	\$ 45.00 per hour

2. Administrative and Field Services overtime work is billed at 1 ½ standard billing rate.
3. Expert testimony for deposition or trial is billed at 1 ½ standard billing rate.
4. Labor billings include miscellaneous direct costs such as mobile phone usage, telephone calls, faxes, copying, postage, computers, plotters, CAD systems and digital cameras.
5. Daily Vehicle use will be invoiced at \$100/day.
6. Large size color plots will be invoiced at \$10.00/plot and large sized black/white plots will be invoiced at \$4.00/plot.

## ATTACHMENT 2

### 2019 Laboratory Rate Sheet

Fees for laboratory sample analysis/handling costs are at the following rates\*:

#### **Soil/Ground Water:**

TCL VO+15 (soil) (includes Terracore or Encore)	\$130.00 per sample
TCL VO+15 (aqueous)	\$110.00 per sample
TCL VO+15 with EDB and DBCP (aqueous)	\$200.00 per sample
BTEX, MTBE, TBA (aqueous)	\$90.00 per sample
TCL BN+15	\$180.00 per sample
TCL BN+15 with Acid Extractables	\$235.00 per sample
BN, BNA, PAH SIMS (aqueous)	\$75.00 per sample
1,4 Dioxane	\$150.00 per sample
Naphthalene and 2-Methylnaphthalene	\$165.00 per sample
PAHs (soil)	\$150.00 per sample
TAL Metals	\$135.00 per sample
Single Metal (with extraction)/Hexavalent Chromium	\$45.00 per sample
PCBs	\$80.00 per sample
Pesticides	\$110.00 per sample
TAL/TCL +30	\$675.00 per sample
EPH Category 1	\$110.00 per sample
EHP Category 2 without fractionation	\$135.00 per sample
EHP Category 2 with fractionation	\$180.00 per sample

#### **Air:**

TO-15	\$240.00 per sample
Low Level TO-15	\$300.00 per sample
Naphthalene	\$60.00 per sample
Flow Controller/Summa Canister Rental	\$75.00 per Canister

#### **Waste Classification/SPLP:**

TCLP/SPLP VO (includes Encore)	\$200.00 per sample
SPLP BN	\$205.00 per sample
TCLP/SPLP Pesticides	\$170.00 per sample
Full TCLP	\$600.00 per sample
Total Organic Carbon	\$50.00 per sample

#### **Asbestos/Lead Paint/Microbiological:**

Phase Contrast Microscopy (PCM) (air)	\$15.00 per sample
Transmission Electron Microscopy (TEM) (air)	\$95.00 per sample
Polarized Light Microscopy (PLM) (bulk)	\$15.00 per sample
Transmission Election Microscopy – Non Organic Bound (TEMNOB) (bulk)	\$85.00 per sample
Lead – Paint Chip	\$25.00 per sample
Microbiological – Air-O-Cell/Tape Lift Sample	\$50.00 per sample

Analyses not listed will be based on direct laboratory cost plus an additional surcharge of 20% unless otherwise specified.

\*Rates are based on Standard Turnaround Time (TAT) – 10 Business Days. For quicker TAT, additional costs will be incurred as follows:

- 5 Business Days – 15% additional charge
- 3 Business Days – 50% additional charge
- 2 Business Days – 75% additional charge
- 1 Business Day – 100% additional charge

## ATTACHMENT 3

### WHITMAN STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL ENVIRONMENTAL SERVICES

1. **AGREEMENT:** This Agreement shall be between Whitman and the Client listed in the accompanying proposal (Client), and shall consist of a Proposal and Standard Terms and Conditions. The Agreement shall become effective upon execution by both Whitman and Client. Whitman will provide environmental consulting, engineering and other professional services on behalf of Client as provided in the Scope of Work. CLIENT is defined in the attached Proposal or Scope of Work.
2. **CHANGES:** This Agreement may be modified with the mutual consent of both parties. All modifications must be made in writing and must be signed by Client and by Whitman. Facsimile, electronic authorization (such as e-mail) and electronic signatures shall be sufficient in lieu of original signatures unless otherwise noted by Client.
3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days written notice. In the event of termination, Whitman will be paid for all services rendered and reimbursable expenses incurred to the date of the termination and, in addition, all costs or expenses directly attributable to termination.
4. **DELAYS:** Whitman shall not be responsible to Client or to any other party for damages of any kind including, but not limited to, lost revenues or business, or any consequential or incidental damages due to delays that were not reasonably foreseeable, or due to delays that were foreseeable but not caused solely by Whitman's negligence or willful misconduct. In the case of delays that are foreseeable, Whitman will notify the Client as to the nature and duration of such delay as soon as the possibility of the delay becomes apparent to Whitman.
5. **CLIENT'S RESPONSIBILITIES:** It is Client's responsibility to provide Whitman with all available information pertinent to the project, including previous reports and any other data or information necessary for the accomplishment of the Scope of Work. Client is responsible for providing access to the site and to on-site structures and for providing information on subsurface structures, utilities, chemicals, hazardous wastes and hazardous materials that may affect Whitman's ability or safety in performing the agreed upon services. Client is responsible to provide Whitman with as-built diagrams indicating locations of underground utilities in and around the designated work area. If Whitman secures utility mark-outs, and Client cannot or fails to provide as-built information, Whitman will be held harmless for any and all related utility damages. Whitman shall not be responsible nor liable for defects in work attributable to Whitman's reliance upon or use of information, data, or drawings provided by Client, or by Client's failure to provide information or access.

If requested by Whitman, the Client shall furnish evidence of its financial ability to fulfill its obligations under the Agreement. In the absence of such assurance, Whitman shall have the right to seek payment in advance or to suspend work and/or delay commencement of work until such assurance is received and accepted.

Client, and not Whitman, shall be responsible for reporting any and all discharges, spills, or other releases of hazardous substances, wastes or pollutants in accordance with applicable local, state and/or federal statutes, rules, regulations, codes or ordinances.

6. **WHITMAN'S RESPONSIBILITIES:** Whitman shall perform the Scope of Work provided in this Agreement in an expeditious and professional manner and in accordance with professionally accepted practices and standards of care in the geographic area and at the time in which the Scope of Work is performed. This warranty is in lieu of any and all other warranties, either express or implied. Client recognizes that the limited nature of available data results in some uncertainty with respect to the interpretation of site conditions, despite the use of due professional care.

All Whitman field and technical personnel have received appropriate safety training in hazardous materials and are OSHA certified. Whitman shall be responsible for the management and supervision of subcontractors it retains to perform the Scope of Work under this Agreement. Whitman shall provide notice to Client of any and all known or suspected discharges, spills, or other releases of hazardous substances, wastes, or pollutants, and Client shall be responsible for reporting such discharges to the appropriate regulatory authorities.

Whitman shall perform the Scope of Work as an independent contractor and shall have responsibility for and control over the details and means of performing the Scope of Work. Whitman shall be subject to the directions of Client only with regard to the scope of the services provided and the general results required.

**7. SUBCONTRACTORS:** Whitman shall employ subcontractors as necessary to perform the Scope of Work. The identity and qualifications of all subcontractors shall be made known to Client upon request. Subcontractors used by Whitman have received all specified Hazardous Materials Worker training and annual updates as required under OSHA.

If Client elects to contract directly with any contractor or subcontractor, Client will be solely and completely responsible for all charges and costs incurred for the contractor's or subcontractor's services. Contractors and subcontractors hired directly by Client must have all required OSHA training and certification. Client shall indemnify and hold harmless Whitman from any and all claims, demands, damages, and liability resulting from the activities of any contractor, subcontractor, employee or agent Client engages directly to perform services in connection with the project that is the subject of this Agreement. Whitman reserves the right to refuse to work with any contractor or subcontractor who is not qualified or properly certified for the work for which it has been engaged by Client.

**8. EXISTING HAZARDOUS CONDITIONS:** Whitman shall assume no liability for the existence of any hazardous or toxic material (chemical or waste) or any other type of environmental hazard or pollution associated with Client's property or operation, or for any release or discharge of such material which may occur during the performance of the Scope of Work. It is understood that in performing the Scope of Work Whitman neither creates nor contributes to the creation of hazardous or toxic material (chemical or waste) or any other type of environmental hazard or pollution.

**9. CONSEQUENTIAL DAMAGES:** Neither Whitman nor its subcontractors shall be liable for indirect, incidental or consequential damages, such as loss of product, loss of use of equipment or facility, loss of anticipated profit or revenues, non-operation or increased expense of operation, due to Whitman's or its subcontractors' performance or nonperformance of the Scope of Work.

**10. HOLD HARMLESS:** Client agrees to indemnify, save, and hold harmless Whitman, its officers and employees from any and all claims and damages which are caused solely or in part by Client's, its agents' or employees' acts of negligence, omissions, errors, intentional conduct, fraud or dishonesty, or that are caused by any hazardous or toxic material (chemical or waste) or any other type of environmental hazard or pollution associated with the Client's property operation or that is released or discharged during the performance of the Scope of Work.

Disposal of Hazardous/Non-Hazardous Material & Environmental Indemnification:

As part of its responsibilities, Whitman is required to contact outside contractors and disposal facilities on behalf of the client and arrange for the disposal of all hazardous/non-hazardous and/or toxic material. Whitman will utilize contractors and disposal facilities which have special licensing, insurance and other qualifications to handle, transport, and dispose of client's hazardous materials in compliance with federal, state and local laws. It is understood that in performing the Scope of Work, Whitman neither generates nor contributes to the creation of hazardous or toxic material (chemical or waste) or any other type of environmental hazard or pollution. Client acknowledges that the arrangement for the disposal of Client's hazardous materials by Whitman and/or its outside contractors does not relieve the Client of responsibility for the disposal of the hazardous or toxic material. Whitman shall not be liable for the selection and utilization of outside contractors and disposal facilities provided they have the prerequisite licensing and insurance to handle, transport, and dispose of client's hazardous materials in compliance with federal, state and local laws at the time of contract. Whitman cannot guarantee that a disposal facility will maintain its licensing or that once disposed of at a licensed facility Client's hazardous or toxic material (chemical or waste) will not be released or discharged. In such events, Client's hazardous or toxic material (chemical or waste) may have to be removed to another licensed disposal facility. The costs of such removal, transportation and disposal shall remain the responsibility of the Client.

Client agrees to indemnify, save, and hold harmless Whitman, its officers and employees from any and all claims and damages which are caused solely or in part by the storage, removal, transporting and/or disposal of all hazardous or toxic material (chemical or waste) or any other type of environmental hazard or pollution associated with the Client's operation.

**11. LIMITATION OF LIABILITY AND INDEMNIFICATION:** Client agrees to limit Whitman's liability to itself and to all other parties, and to defend, indemnify, and hold harmless Whitman, its employees and subcontractors, from any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever, including attorney's fees, arising out of or resulting from Whitman's negligent acts, errors or omissions, such that the total aggregate liability of Whitman to all parties shall not exceed Whitman's applicable professional liability insurance coverage. Whitman shall be liable to Client only for direct damages to the extent caused by Whitman's negligence or willful misconduct in the performance of its services. **UNDER NO CIRCUMSTANCES SHALL WHITMAN BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. FOR DUE DILIGENCE PROJECTS ONLY:** To the fullest extent permitted by law, the total liability in the aggregate of Whitman and its employees, subcontractors or suppliers to Client and anyone claiming by, through or under Client on all claims of any kind (excluding claims for death or bodily injury) arising out of or in any way related to Whitman's services, or from any cause or causes whatsoever, including but not limited to

negligence, errors, omissions, strict liability, indemnity or breach of contract, shall not exceed the total compensation received by Whitman under this agreement, or the total amount of \$50,000, whichever is greater. All such liability shall terminate one (1) year following the completion of the services specified in the Scope of Work.

**12. INSURANCE COVERAGE:** For the purpose of performing the Scope of Work, Whitman carries the following forms of insurance coverage: Comprehensive General Liability Insurance, Professional Liability Insurance/Pollution Liability, Automobile Liability, and Workmen's Compensation Insurance for all Whitman employees. Subcontractors to Whitman are required to provide their own insurance coverage.

**13. OWNERSHIP OF DOCUMENTS:** All drawings, reports, data and other project information developed in the execution of the Scope of Work (the "Documents") shall be the property of the Client upon full payment of Whitman's fees for the services rendered. The Documents, however, are not intended or represented to be suitable for reuse by Client or others on extensions of the Scope of Work or on any other project. Any use or reuse of the Documents without written approval, verification, and adaptation by Whitman for the specific purpose intended will be a Client's sole risk and without liability to Whitman or its subcontractors. Whitman may retain copies of the Documents for record purposes. Whitman will keep laboratory data on file for five years following completion and delivery to Client and reserves the right to discard the data after that time without notice to Client.

**14. PROPRIETARY AND CONFIDENTIAL INFORMATION:** Whitman will use its best efforts to protect proprietary and confidential information developed or provided by Client to Whitman during performance of the Scope of Work including, in its discretion, notice to its employees to prevent unauthorized publication and disclosure.

**15. PROMOTIONAL MATERIALS:** Whitman shall be entitled to use, for promotional purposes, Client's name, a general description of the services performed, and a general description of the project, unless requested by Client not to do so.

**16. PAYMENT OF FEES & COLLECTION PROCESS:** Clients are billed monthly or milestone by Whitman. **Standard payment is net 30 days upon receipt of invoice unless otherwise specified and explicitly agreed to by Whitman and client.** Whitman will follow the collections protocol as established by the following:

- Payment Less than Net 10 days; 2% discount.
- Payment over Net 45 days; Whitman's Project Manager will reach out to Client's Project Manager.
- Payment over Net 60 days; Whitman's Accounting personnel will reach out to Client's Accounting Personnel.
- Payment over Net 90 days; Whitman's Attorney will reach out to Client in writing.
- Payment over Net 120 days: Whitman will start legal proceedings. i.e. liens, collections, suits.

Whitman reserves the right to pre-bill Client for subcontracted services in order to guarantee prompt payment to subcontractors. Whitman will assess a service charge of 1½% per month on any balance that remains due and owing 30 days following the date of the invoice. In the event that legal action is required by Whitman to effect collection, Client will be responsible for the payment of reasonable expenses and attorneys' fees incurred by Whitman in connection therewith.

**17. UNFORESEEN OCCURRENCES:** If, during the performance of services, any unforeseen condition or occurrence is encountered which, in Whitman's judgment, significantly affects or may affect the services, the risk involved in providing the services, or the recommended Scope of Work, Whitman will promptly notify Client. Subsequent to that notification, Whitman may: a.) if practical, in Whitman's sole judgment, complete the original Scope of Work in accordance with the procedures originally intended in the proposal; b.) agree with Client to modify the Scope of Work and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing, facsimile, or electronic authorizations (such as e-mail) (for less than \$10,000), referencing the initial authorized proposal, and signed or electronically authorized by the parties and incorporated herein; or c.) terminate the services effective on the date specified by Whitman in writing.

- 18. CLAIMS:** In the event that Client asserts a claim against Whitman at law or otherwise for any alleged error, omission, or negligent or intentional act arising out of the performance of the Scope of Work, that cannot be mutually resolved without resort to litigation, Client agrees to bring such claim to the exclusive jurisdiction of the State and Federal courts of the State of New Jersey. If Client fails to prove such claim, then Client shall pay all costs incurred by Whitman in defending against the claim, including, without limitation, personnel-related costs, attorneys' fees, court costs, and other claim-related expenses, including, without limitation, costs, fees, and expenses of experts. Client agrees that for the purposes of this Agreement, it shall be deemed to have failed to prove its claim when the judgment, if any, against Whitman in litigation is for a sum of money less than that sum or value of services offered by Whitman to resolve the matter without litigation.
- 19. SURVIVAL:** All obligations arising prior to the termination of this Agreement or completion of the activities to be performed hereunder, and all provisions of this Agreement allocating responsibility or liability between Client and Whitman, shall survive completion of the Scope of Work and termination of this Agreement. Whitman's failure to enforce any term, condition, or provision of this Agreement shall not be deemed to be a waiver of its right of enforcement, and Whitman reserves the right to enforce any such term, condition, or provision at any time, subject to paragraph 20 of this Agreement. Without in any way limiting the forgoing, the relationship between Whitman and Client shall terminate upon completion of the Scope of Work.
- 20. TIME BAR TO LEGAL ACTION:** All legal actions by either party against the other for breach of this Agreement, or for the failure to perform in accordance with the applicable standard of care, however denominated, shall be barred two (2) years from the time claimant knew or should have known of the claim, but, in any event, no later than four (4) years from the substantial completion of the Scope of Work.
- 21. AGREEMENT:** Signature to this document by both Whitman and Client shall constitute an agreement by the parties to the performance of the Scope of Work for the specified fees, under the Standard Terms and Conditions presented in this document. Facsimile, electronic authorizations (such as e-mail) and electronic signatures shall be sufficient in lieu of original signatures unless otherwise noted by Client. This Agreement shall be executed, governed, enforced, and interpreted in accordance with the laws of the State of New Jersey.

### Supplemental Terms and Conditions for Mold

1. **Parties:** The Parties to these Supplemental Terms and Conditions are Whitman and client of Whitman, also referred to as "Client," collectively, the "Parties." These Supplemental Terms and Conditions are as of the date set out below on the signature lines.
2. **Intent:** It is the intent of the Parties that these Supplemental Terms and Conditions shall control over and govern any other terms and conditions, agreements or purchase orders executed by the Parties. These terms and conditions may not be modified by generic "boilerplate" references in other documents, but may only be modified by specific references hereto.
3. **Additional Terms:** The Parties hereby agree to the following Supplemental Terms and Conditions.
  - A. **Standard of Care/Warranty for Mold:** The Parties agree and understand that the presence of mold and the evolving understanding of risks which may be associated with human exposure to certain type of mold represent an area of medical, scientific and industry knowledge which is only beginning to mature and that this area of knowledge at present is, at best, incomplete. The Parties agree and understand that mold is mobile; it can arise in new places and recur in areas which have been remediated due to water intrusion events and processes beyond the control of Whitman. Accordingly, Whitman is not liable for such new or recurring mold growths. Assessments of water intrusion or accumulation risk by Whitman, if any, are not to be understood as a complete list of potential ways in which water intrusion or accumulation may occur at the Site(s) subject to this Agreement. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED HEREBY AND ANY AND ALL OTHER SUCH WARRANTIES ARE HEREBY FULLY AND COMPLETELY DISCLAIMED BY WHITMAN.
  - B. **Mold Indemnity:** Client hereby agrees to indemnify, defend and hold harmless Whitman, its joint ventures, affiliates, parent and subsidiary entities and the employees, officers, directors, representatives and agents of Whitman and all of the foregoing from and against any and all claims, suits, causes of actions, liabilities, costs (including but not limited to reasonable attorney's fees) and judgments which are based in whole or in part upon (or which sound in) mold-based liability, except to the extent of the sole negligence of Whitman and the other Indemnitees set out immediately preceding, but subject always to the Limitation of Liability set out elsewhere herein.

## Supplemental Terms for Licensed Site Remediation Professionals

- 1. Confidentiality Of Information Provided By Client:** Whitman shall not reveal any information provided by the client and obtained in its professional capacity, ***except as may be authorized or required by law***, without the prior consent of the client, provided the information is not in the public domain and the client has notified Whitman, in writing, that the information is confidential.
- 2. Intent:** It is the intent of the Parties that these Supplemental Terms and Conditions shall control over and govern any other terms and conditions, agreements or purchase orders executed by the Parties including the Standard Terms and Conditions above. These terms and conditions may not be modified by generic "boilerplate" references in other documents, but may only be modified by specific references hereto.
- 3. Representation:** A Licensed Site Remediation Professional ("LSRP") is regulated by the State of New Jersey and is obligated to exercise independent professional judgment. The LSRP must comply with all of the requirements and procedures of the Site Remediation Reform Act as well as the regulations and mandates of the New Jersey Site Remediation Professional Licensing Board (the "Board"). In the event Whitman learns of any action or deviations from the remedial action workplan or other report concerning the remediation; or any material fact or data or other information which would result in a report with material differences from any previously submitted report; or any violation of any law, rule or regulation, Whitman is obligated to notify both the client and New Jersey Department of Environmental Protection ("NJDEP"), in writing, of those facts, data, information and circumstances.
- 4. Early Termination:** In the event the services of an LSRP are terminated prior to the issuance of a Response Action Outcome Letter, Whitman is obligated to notify the NJDEP within fifteen (15) days after being released from responsibility for remediation. Client is aware that the LSRP will discontinue work if payments are not received by Whitman on a timely basis.
- 5. Nature of LSRP Services.** The Client recognizes that services provided by Whitman are for the benefit of the Client in the context of the Client's remediation work and the services provided by Whitman will include judgments based upon available data rather than upon scientific fact. The Client understands that Whitman may be required to make judgments or decisions based upon information provided by the Client or its contractors, and agrees that Whitman may rely on such information in performing services under this Agreement. The LSRP will make recommendations as to actions the LSRP identifies as required based upon the LSRP's professional judgment and any applicable statutes, regulations and guidance documents. The Client acknowledges that the LSRP's provision of recommendations or issuance of any Response Action Outcome (RAO) does not constitute either: (a) an acceptance of liability for any contamination by Whitman or any LSRP employed by Whitman or (b) any form of guarantee, indemnity or insurance for any legal liability of the Client. Further, the Client acknowledges that when Whitman's services hereunder entail the use of professional judgment, Whitman is not providing any guarantee that other professionals reviewing Whitman's work hereunder not offer different recommendations or reach different conclusions based on that professional's use of his or her judgment. The Client acknowledges that Whitman is not responsible to the Client or any third party for costs resulting from a different recommendation or different conclusion rendered by another party. The Client acknowledges that (a) any determinations, conclusions or opinions rendered by the LSRP will reflect the LSRP's independent professional judgment based upon the studies, investigations, tests, analyses, level of supervision, or other services that the LSRP determines to be necessary or appropriate in order to establish a basis for such determinations, conclusions or opinions; (b) the use of professional judgment can vary between professionals and other professionals, state agencies or state licensing boards and their staff may have legitimate differences of opinion regarding various aspects of an environmental site assessment or remediation; and (c) the NJDEP, the Board or their respective staffs may require additional assessment and/or remediation services, regardless of whether Whitman's services have been performed competently and in accordance with the standard of care set forth in the NJDEP's Technical Regulations (NJAC 7:26E) and associated guidelines, as in effect at the time of Whitman's original provision of services. The Client agrees to cooperate with the LSRP and the NJDEP, the Board and their respective staffs in obtaining all additional services or information deemed necessary by the LSRP, the Board or the NJDEP. If Whitman and the Client are unable to reach mutual agreement on the terms under which the services or information will be obtained, Whitman may terminate its services upon giving written notice to the Client, and the Client will pay Whitman for all services and expenses through the date of termination in accordance with this Agreement. In addition, the Client recognizes that the NJDEP may at any time audit all or part of the LSRP's services or the assessment or remediation in which the LSRP participated. The Client understands and acknowledges that the performance of such an audit is a review, and does not imply that the services were deficient or failed to comply with the NJDEP's Technical Regulations and associated guidelines in effect at the time Whitman originally provided its services. Whitman shall be entitled to additional compensation for any time spent, and to reimbursement for any expenses incurred, in responding to any NJDEP or Board audit (in accordance with Whitman's fee schedule then in effect).



- 6. Mandatory and Regulatory Timeframes.** The NJDEP has established mandatory and regulatory time frames to complete specific requirements of the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. If these time frames are not met fines and potential NJDEP direct oversight could be imposed upon the Client. To the extent expressly provided for in the Scope of Work, Whitman will advise the Client of deadlines and actions necessary to fulfill the requirements of regulatory and mandatory timeframes established by the NJDEP. The Client acknowledges that Whitman's provision of such advice will not and does not shift responsibility for compliance with such regulatory and mandatory timeframes to Whitman. Further, if the Client delays in approving and proceeding with the recommendations of Whitman's LSRP in meeting these time frames, or the Client delays in payment of services rendered by Whitman which would delay the progress of the project, the Client agrees that Whitman will not be held responsible or liable for any fees, fines, or financial impacts incurred as a result of the NJDEP's direct oversight, fines, and fees.
- 7. Response Action Outcome:** Upon satisfactory completion of the remediation, the LSRP shall issue a Response Action Outcome, which may be subject to certain conditions and limitations. After the issuance of the Response Action Outcome by the LSRP, the person responsible for conducting the remediation shall be deemed to have received a covenant not to sue from the NJDEP, which may be subject to certain conditions and limitations contained in the Response Action Outcome. The covenant remains effective only for as long as the property continues to meet the condition of the Response Action Outcome. Upon a finding by the NJDEP that the property no longer meets the condition of the Response Action Outcome or that the remedial action is not protective of the public health, safety, or environment or if a presumptive remedy was not implemented as required, the NJDEP may invalidate the Response Action Outcome by the LSRP.

As part of the LSRP program, the NJDEP has the right to audit all phases of an environmental investigation/remediation. If, following an audit the NJDEP finds that additional work is required, the client does not have the right to seek damages if it is determined that Whitman followed the Site Remediation Reform Act and provided standard and customary services.



**RESOLUTION 19-204**

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**Resolution Authorizing Execution of an Agreement for Payment in Lieu of Taxes Pursuant to N.J.S.A. 55:14K-1 et. seq. with RPM Development, LLC/900 Herrontown Princeton, LP for Property Located at 900 Herrontown Road and Identified as Block 901, Lot 21 on the Princeton Tax Maps**

WHEREAS, RPM Development, LLC through its affiliated entity 900 Herrontown Princeton LP (“RPM”) proposes to construct and operate ~~sixty-five units of a sixty-five-unit affordable rental~~ housing ~~project consisting of sixty-four affordable rental units, one superintendent unit,~~ and other amenities (the “Project”) on a property located at 900 Herrontown Road and identified as Block 901, Lot 21 on the Princeton Tax Maps (the “Property”) pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.) (the “HMFA Law”);

WHEREAS, the Project will help satisfy Princeton’s “Mt. Laurel” affordable housing obligation;

WHEREAS, the Project will be subject to the requirements of the New Jersey Housing and Mortgage Finance Agency (the “HMFA”), including mortgage and loan documents executed pursuant to the HMFA Law;

WHEREAS, the ~~sixty-five~~ four units of rental housing in the Project will qualify as very low, low and moderate income units under the Fair Housing Act, N.J.S.A. 52:27D-301 et seq. and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-16.1 et seq.;

WHEREAS, the HMFA Law permits the governing body of a municipality in which a housing project financed by the HMFA is located to exempt such housing project from real property taxation if the housing project’s sponsor enters into an agreement (a “PILOT Agreement”) with the municipality for payments to the municipality in lieu of taxes for municipal services;

WHEREAS, the Council finds that entering into a PILOT Agreement with RPM is necessary to assure implementation of the Project and the construction of the affordable rental housing, and have negotiated a PILOT Agreement with RPM consistent with HMFA Law and protocols that obligate RPM to pay an annual service charge of 6.28% of its Project revenues to Princeton for a period of 30 years;

WHEREAS, RPM has provided an estimate of Project revenues and payments in lieu of taxation to Princeton, it being acknowledged that the actual Project revenues and corresponding payments in lieu of taxation cannot be determined until the Project has been implemented and, further are subject to HMFA Law; and

WHEREAS, the Council deems it appropriate to authorize and enter into a PILOT Agreement with RPM;

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

1. The preamble to this Resolution is hereby incorporated as if more fully set forth herein.
2. The Mayor and Clerk are hereby authorized to execute an Agreement for Payments in Lieu of Taxes with RPM Development, LLC/900 Herrontown Princeton LP, in such form as shall be consistent with the terms set forth herein and subject to the review and approval of the Princeton Attorney as to form and substance.
3. This Resolution is hereby adopted with the intent and purpose that from the date of execution of a mortgage from the HMFA, the proposed Project, including both the land and improvements thereon, will be exempt from real property taxation as provided in the HMFA Requirements, provided that payments in lieu of taxes for municipal services supplied to the Project are made to the municipality in the manner set forth in the Agreement for Payments in Lieu of Taxes.
4. The Mayor and Council do hereby adopt the within Resolution and make the determination and findings herein contained by virtue of, pursuant to, and in the conformity with the provisions of the HMFA Law with the intent and purpose that the Agency shall rely thereon in making a mortgage loan to RPM, which shall construct, own and operate the Project.
5. This Resolution shall take effect immediately.

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

I, Delores Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held on July 8, 2019.

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Delores Williams, RMC, Municipal Clerk

**ATTACHMENTS:**

- RPM PILOT agreement Final (rev.n7-8-19) (DOCX)
- Memo re 900 Herrontown Rd PILOT and resolution of need (PDF)

**AGREEMENT FOR PAYMENTS IN LIEU OF TAXES**

**THIS AGREEMENT FOR PAYMENTS IN LIEU OF TAXES** (this “Agreement”) is made this 8<sup>th</sup> day of July, 2019 between **900 HERRONTOWN PRINCETON LP**, a New Jersey limited partnership, and its permitted assigns (the “Sponsor”), having its principal office at 767 Park Street, Montclair, New Jersey 07042, and the **MUNICIPALITY OF PRINCETON** (the “Municipality”), a municipal corporation in Mercer County, New Jersey, with its offices at 400 Witherspoon Street, Princeton, New Jersey 08540.

**WITNESSETH:**

**WHEREAS**, the Sponsor intends to acquire fee simple ownership of a certain tract of land located at 900 Herrontown Road in Princeton, New Jersey, also being designated as Block 901, Lot 21 on the Princeton tax maps (the “Property”);

**WHEREAS**, the Sponsor intends to construct and operate an approximately sixty-five (65) unit ~~family-affordable rental~~ housing project (consisting of one superintendent unit and sixty-four family rental units affordable to very low, low and moderate income households), together with such other improvements as may be necessary in connection therewith, (the “Project”);

**WHEREAS**, the Sponsor will receive financing for the Project from the New Jersey Housing and Mortgage Finance Agency (the “Agency”);

**WHEREAS**, the Municipality is authorized, pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, N.J.S.A. 55:14K-1 et seq. (the “HMFA Law”), to grant an exemption for real estate taxes to housing projects that meet an existing housing need if the project’s owner agrees to pay to the Municipality an annual charge for municipal services supplied to the Project;

**WHEREAS**, the Municipality has determined via Resolution of the Princeton Council (the “Resolution”) adopted on July 8, 2019, that the Project meets an existing housing need;

**WHEREAS**, implementation of the Project will help to satisfy a portion of the Municipality’s constitutional “Mount Laurel” obligation to provide low and moderate income housing;

**WHEREAS**, the Municipality has agreed to grant an exemption to the Project for real estate taxes and the Sponsor has agreed to make payments to the Municipality in lieu of real estate taxes; and

**WHEREAS**, the Sponsor and the Municipality desire to enter into this Agreement to memorialize the Sponsor’s exemption from real property taxes and its obligation to make payments in lieu of such real property taxes.

**NOW, THEREFORE,** the Sponsor and the Municipality, in consideration of the mutual undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, covenant and agree as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the HMFA Law and the Resolution, and with the approval of the Agency, as required by the HMFA Law. This Agreement is subject to N.J.S.A. 55:14K-37 and shall be submitted to the Agency for review. Any exemption from taxation pursuant to the provisions of N.J.S.A. 55:14K-37 shall in no event extend beyond the date on which the eligible loan made by the Agency on the Project is paid in full.

2. On the date (the "Tax Exemption Commencement Date") of the Sponsor's execution of a mortgage encumbering the Property and the Project with a permanent (not merely construction) mortgage lien in favor of the Agency (the "Agency Mortgage"), the land and improvements comprising the Property and the Project shall be exempt from all ad valorem real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. In the year in which the Tax Exemption Commencement Date occurs, the Sponsor's payments to the Municipality (on account of real property taxes prorated through the Tax Exemption Commencement Date plus the applicable "Annual Service Charge" (hereinafter defined) due for the period from the Tax Exemption Commencement Date through December 31 of that year) shall not be more than the real property taxes due to the Municipality for the immediately preceding calendar year. The exemption of the Property and the Project from ad valorem real property taxation and the Sponsor's obligation to make payments in lieu of taxes shall apply until the earlier of (a) satisfaction and discharge of the Agency Mortgage or (b) the expiration of thirty years from the Tax Exemption Commencement Date (such earlier event being the "Tax Exemption Expiration Date").

Prior to the Tax Exemption Commencement Date, the Sponsor shall make payments to the Municipality in an amount equal to the amount currently payable on an annual basis (pursuant to the HMFA Law, the annual amount may not exceed the amount of taxes due on the Property for the year preceding the recording of the Agency Mortgage).

3. The land comprising the Property shall be assessed in accordance with the rules and regulations governing the taxation of vacant land in the State of New Jersey and Sponsor agrees to pay the real estate taxes arising out of such assessment from the time Sponsor takes title to the Property until the Tax Exemption Commencement Date, subject to Sponsor's statutory rights to appeal such assessment. From the time of the execution of this Agreement until the Tax Exemption Commencement Date, the Municipality agrees that no assessment shall be made upon any improvements constructed in connection with the Project, whether by added/omitted assessment, revaluation, interim assessment or any other manner permitted by law.

4. (a) From the Tax Exemption Commencement Date until the Tax Exemption Expiration Date, the Sponsor shall pay to the Municipality an annual service charge in lieu of taxes to the Municipality in an amount equal to 6.28 percent of Project Revenues, as defined below (the "Annual Service Charge").

(b) As used herein, “Project Revenues” means the total annual gross rental or carrying charge or other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, if any. Project Revenues shall not include any subsidy contributions received from any federal or state program.

(c) The estimated amounts of the Annual Service Charge to be paid each year pursuant to this Agreement are set forth in Exhibit A attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit A and as part of the Sponsor’s application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of real estate taxes to be paid by the Sponsor shall be determined as set forth in this Agreement.

5. (a) Payments of the Annual Service Charge by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the tax collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon 5% of Project Revenues of the previous quarter.

(b) No later than four (4) months following the end of the Sponsor’s fiscal year for each year that this Agreement is in effect after the Tax Exemption Commencement Date, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the “Audit”), setting forth (i) the Project Revenues for the previous year and (ii) the total Annual Service Charge due to the Municipality, calculated at 5% of Project Revenues, for the previous year (the “Audit Amount”). The Sponsor simultaneously with the submission of the Audit shall pay the difference, if any, between (i) the Audit Amount and (ii) the quarterly payments in lieu of real estate taxes made by the Sponsor to the Municipality for the preceding year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

(c) All payments pursuant to this Agreement shall be in lieu of taxes and, subject to the provisions of this Agreement, the Municipality shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if such payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes any Audit Amount, it may apply to the Superior Court, Chancery Division, Mercer County for an accounting of the Project Revenues in accordance with this Agreement and HMFA Law. The Municipality must commence any such action to challenge an Audit Amount within one year of the receipt of the corresponding Audit.

(d) In the event of any delinquency in the payments required under this Agreement, the Municipality shall give notice of the delinquency to the Sponsor and the Agency in the manner set forth in Section 10(a) below and allow Sponsor or Agency forty-five (45) days to cure the delinquency prior to taking any legal action.

6. The tax exemption herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event after the Tax Exemption Expiration Date.

7. (a) Notwithstanding anything to the contrary contained herein, the Municipality and the Sponsor agree that Sponsor may sell, transfer, or convey the Project and the Property to a special purpose limited liability company formed by Sponsor to own and operate the Project and the Property (the “**Owner Entity**”). The withdrawal, removal and/or replacement of the Owner Entity’s managing member(s) for cause in accordance with the operating agreement of the Owner Entity (the “**Operating Agreement**”) shall not require the consent of the Municipality and shall not constitute a default under this Agreement. If the investor member of the Owner Entity exercises its right to remove a member thereof under the Operating Agreement, the Municipality shall not unreasonably withhold its consent to any substitute managing member proposed by the investor member. In no event shall Municipality’s consent be required if the investor member or its affiliate decides to serve as the substitute managing member. Notwithstanding the foregoing, the substitute managing member shall assume all of the rights and obligations of the removed managing member under this Agreement. In the event of (1) a sale, transfer or conveyance of the Project by the Sponsor to the Owner Entity or (b) a change in the organizational structure of the Sponsor or the Owner Entity pursuant to this Section 7(a), this Agreement shall be assigned to the Sponsor’s successor without the Municipality’s consent, but upon prior written notice to the Municipality and shall continue in full force and effect only if the successor entity assumes the Agency Mortgage and qualifies under HMFA Law or any successor thereto for the tax exemption provided by this Agreement. In no event may this Agreement be voluntarily terminated without notice to and consent of the Agency.

(b) Except as provide in Section 7(a) above, the Project shall not be sold or transferred for a period of five (5) years from the First Tax Credit Closing. Thereafter, the Project may be sold or transferred with the prior written consent of the Municipality, which consent shall not be unreasonably withheld, subject to all statutory and regulatory requirements and conditions applicable to the Project. Sponsor agrees that the Municipality shall not be deemed unreasonable in refusing to consent to the sale or transfer of the Project if (a) the Sponsor, or the Owner Entity is in material default under this Agreement or the HMFA Law, and such default has continued beyond any applicable cure period; (b) the Municipality reasonably believes that the risk of a breach of any covenant or agreement contained in this Agreement would be increased as a result of such sale or transfer; (c) the Municipality reasonably believes that the prospective transferee has insufficient experience or net worth to operate the Project in a manner satisfactory to the Municipality, or has willfully violated affordability or management covenants with the Municipality or other public agencies; or (d) the Municipality reasonably believes that such sale or transfer will result in the loss of the Project’s exemption from real estate taxes, without satisfactory payment or arrangement therefor. No such sale or transfer shall be effective until the transferee signs an assumption agreement that is acceptable to the Municipality and that obligates the transferee to keep all the covenants and agreements contained in this Agreement and/or the Financing, Deed Restriction and Regulatory Agreement that will be recorded in connection with the NJHMFA first mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor pursuant to this Section 7(b), this Agreement shall be assigned to the Sponsor’s

successor with the Municipality's consent, not to be unreasonably withheld, and shall continue in full force and effect only if the successor entity assumes the Agency Mortgage and qualifies under the HMFA Law or any successor thereto for the tax exemption provided by this Agreement. In no event may this Agreement be voluntarily terminated without notice to and consent of the Agency.

8. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Property and the Project shall be taxed as omitted property in accordance with the law.

9. The Sponsor, and its successors and assigns, shall, upon request, permit duly authorized representatives of the Municipality to inspect and examine (a) the Property, (b) the equipment, buildings and other facilities of the Project, and (c) all documents and papers relating to the Project. Any such inspection or examination shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor, or its successors and assigns.

10. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed follows:

(a) When sent by the Municipality to the Sponsor, it shall be addressed to:

900 Herrontown Road Princeton, L.P.  
77 Park Street  
Montclair, NJ 07042  
Attention: Edward G. Martoglio

or to such other address as the Sponsor may hereafter designate in writing,

with copies to:

RPM Development, L.L.C.  
77 Park Street  
Montclair, NJ 07042  
Attn: David S. Steinberg, Esq., General Counsel

and a copy of such notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

(b) When sent by the Sponsor to the Municipality, it shall be addressed to:

Municipality of Princeton  
400 Witherspoon Street  
Princeton, New Jersey 08540  
Attention: Administrator/Clerk

or to such other address as the Municipality may hereafter designate in writing, with copies to:

Trishka Waterbury Cecil, Esq.  
Mason, Griffin & Pierson, P.C.  
101 Poor Farm Road  
Princeton, New Jersey 08540

and a copy of such notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

11. In the event of a breach of this Agreement by either party or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, Mercer County to relief in such fashion as will tend to accomplish the purposes of the HMFA Law.

12. (a) Default shall be failure of the Sponsor or the Municipality, as the case may be, to conform with the material terms of this Agreement or failure of the Sponsor to perform any obligation imposed by the HMFA Law, beyond any applicable notice, cure or grace period.

(b) Should the Sponsor or the Municipality, as the case may be, be in Default, the non-defaulting party shall send written notice to the defaulting party of the Default (“Default Notice”). The Default Notice shall set forth with particularity the basis of the alleged Default. The non-defaulting party shall have forty-five (45) days from receipt of the Default Notice to cure any Default. However, if, in the reasonable opinion of the non-defaulting party, the Default cannot be cured within forty-five (45) days using reasonable diligence and with continuity of purpose, the non-defaulting party will extend the time to cure for a period not to exceed thirty (30) days. Upon written notice to the Municipality, all notices of default shall also be sent to the Investor Member at the address set forth therein. The Municipality agrees to accept a cure by the Investor Member as if cured by the Sponsor itself.

Subsequent to such forty-five (45) days, or any approved thirty (30) day extension, the Municipality shall have the right to terminate this Agreement upon written notice to the Sponsor in the event any Default by the Sponsor remains uncured. Subsequent to such forty-five (45) days, or any approved thirty (30) day extension, the Sponsor shall be entitled to either (i) terminate this Agreement upon written notice to the Municipality, or (ii) proceed against the Municipality for specific performance in the event any Default by the Municipality remains uncured.

(c) Upon Default by the Sponsor, the Municipality may (i) bring an action for the payment of overdue Annual Service Charges; (ii) seek specific performance; and/or (iii) terminate this Agreement and tax exemption for violation of any of the conditions provided herein.

(d) All of the remedies provided in this Agreement to the Municipality or the Sponsor shall be cumulative and concurrent. No enforcement of any provision of this Agreement shall deprive the Municipality or the Sponsor of any of its remedies or actions against the other party. No determination of invalidity of any provision within this Agreement shall deprive the

Municipality or the Sponsor of any of their remedies or actions against the other party because of its Default (after the expiration of any applicable grace, notice or cure period) under this Agreement. No enforcement of any provision of this Agreement shall deprive the Municipality of any of its remedies or actions against the Sponsor because of its failure to pay the Annual Service Charge. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no enforcement. Further, the bringing of any action for the Annual Service Charge or for breach of covenant or the resort to any other remedy herein provided shall not be construed as a waiver of the rights to terminate the tax exemption or any other specified remedy.

13. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect thereto.

14. If any clause, sentence, subdivision, paragraph, section or part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, but shall be confined in its operation to the clause, sentence, subdivision, paragraph, section or part hereof directly involved in the controversy in which said judgment shall have been rendered.

15. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

16. Subject to the terms of Agency financing, this Agreement may be assigned by the Sponsor to an affiliate of the Sponsor, provided that such affiliate develops the Project in accordance with the terms and conditions set forth in this Agreement.

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

**SIGNATURES ON NEXT PAGE**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

ATTEST:

**SPONSOR:**

900 HERRONTOWN PRINCETON LP  
By RPM Partners XLIV, L.L.C.,  
its General Partner

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Edward G. Martoglio, Managing Member

ATTEST:

**MUNICIPALITY:**

MUNICIPALITY OF PRINCETON

By: \_\_\_\_\_  
Delores Williams, RMC, Clerk

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

**EXHIBIT A**

## CALCULATION OF PAYMENT IN LIEU OF TAXES

**REAL ESTATE TAX CALCULATION FOR TAX ABATEMENT**

Gross Rents	\$	<u>777,300</u>	
Less Vacancy	( - )	<u>(54,971)</u>	
Less Utilities (if applical	( - )	<u>                    </u>	
 Gross Sheltered Rents	\$	<u>722,329</u>	
 x Rate	x	<u>6.28</u>	%
Real Estate Taxes	\$	45,362	

# MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW

## MEMORANDUM

To: Princeton Mayor and Council

From: Trishka Waterbury Cecil, Esq.  
Princeton Attorney



Date: June 26, 2019

Re: **RPM Development Group, LLC/900 Herrontown Princeton LP: Resolution of Need and PILOT Agreement for 100% Affordable Housing Project**

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In connection with the 100 percent affordable housing development to be constructed by 900 Herrontown Princeton LP on the former S.A.V.E. site located at 900 Herrontown Road (Block 901, Lot 21), attached please find the following: are a resolution of need, PILOT (Payment in Lieu of Taxes) agreement, and resolution approving PILOT agreement.

The developer of the project, RPM Development Group, LLC through its affiliate 900 Herrontown Princeton LP (“RPM”), will be financing the project through 9% Low Income Housing Tax Credits (“LIHTC”) and an agreement with the New Jersey Housing and Mortgage Finance Agency (“HMFA”). In order for the HMFA to process RPM’s application for financing, Princeton must adopt a “resolution of need” confirming that the project proposed by the developer meets or will meet a need for affordable housing in Princeton. The resolution attached hereto—which follows the form required by the HMFA—makes such a finding with the respect to the 65-unit, 100 percent affordable family rental project to developed at 900 Herrontown Road.

In order for RPM to obtain the 9% tax credit financing, Princeton must also enter into a PILOT agreement with RPM that sets forth a specific schedule of payments—here, 6.28 percent of project revenues—for the next thirty years. These types of agreements are customary when dealing with 100 percent affordable housing projects.

Applications for HMFA financing are due by July 11, 2019, so we would appreciate it if you would consider adopting the resolution of need and approving the PILOT agreement at your July 8, 2019 meeting.

Please feel free to contact me at (609) 436-1211 or [trishka@mpglaw.com](mailto:trishka@mpglaw.com) with any questions.

TWC:twc

cc: Marc D. Dashield, Administrator  
Delores Williams, Clerk  
Sandra Webb, Chief Financial Officer  
Kevin Van Hise, Esq., Affordable Housing Counsel  
Michael LaPlace, PP, Director of Planning



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 07/08/19 05:30 PM  
Department: Clerk

**RESOLUTION 19-205**

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**Resolution of Need for 100 Percent Affordable Housing Project to be Constructed by RPM Development, LLC/900 Herrontown Princeton, LP**

WHEREAS, RPM Development, LLC through its affiliated entity 900 Herrontown Princeton LP (hereinafter referred to as the “Sponsor”) proposes to construct a housing project consisting of sixty-~~five~~ four units of family rental housing affordable to very low, low and moderate income households, plus one superintendent unit, and no market-rate units within the Municipality of Princeton ( “Municipality”) on a site designated as Lot 21, Block 901 on the Princeton tax maps and located at 900 Herrontown Road in Princeton, New Jersey (hereinafter referred to as the “Project”), all pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 *et seq.*), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 *et seq.*, and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the “HMFA Requirements”); and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the “Agency”); and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of Princeton in Mercer County, New Jersey that:

1. The Council finds and determines that ~~the sixty five unit~~, 100 percent affordable family rental project proposed by the Sponsor meets or will meet an existing housing

need in Princeton.

2. The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor’s application for Agency funding to finance the Project.
3. This resolution shall take effect immediately.

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

I, Delores Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held on July 8, 2019.

\_\_\_\_\_  
 Delores Williams, RMC, Municipal Clerk



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 07/08/19 05:30 PM  
Department: Clerk

**RESOLUTION 19-206**

**Resolution Authorizing the Award of a Contract to Wilfred Macdonald, Inc., Educational Service Commission - Grounds Equipment Bid #ESCNJ 18/19-25 for a Smithco Sand-Star II 45-002 Athletic Field Grooming Machine in the Amount of \$20,409.60 for use by the Recreation Department**

WHEREAS, the Princeton Recreation Department wishes to purchase a Smithco Sand-Star II 45-002 Athletic Field Groomer for use by the Recreation Department Staff; and

WHEREAS, Wilfred Macdonald Inc. has been awarded Educational Service Commission Contract for Grounds Equipment # ESCNJ 18/19-25 for Smithco equipment; and

WHEREAS, the cost of a Smithco Sand-Star II 45-002 Athletic Field Groomer with necessary attachments is \$20,409.60; and

WHEREAS, the appropriate monies are provided in Capital Account # 04-215-19-021-121-364, Account # 04-215-15-007-121-370, and Account # 04-215-17-037-121-334; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said purchases.

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of Princeton authorize the Administrator and staff to purchase the above described equipment for use by the Recreation Department Staff under Educational Services Commission contract # ESCNJ 18/19-25 in the total amount of \$20,409.60

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

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held on July 8, 2019.

\_\_\_\_\_  
Delores A. Williams, RMC, Municipal Clerk



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 07/08/19 05:30 PM  
Department: Clerk

**RESOLUTION 19-207**

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**Resolution Terminating Agreement with ICUNJ for Improvements to Linden and Spruce Streets**

**WHEREAS**, by Resolution No. 19-183 adopted on May 6, 2019 (and as supplemented by Resolution No. 19-152 adopted on May 28, 2019), the Municipality of Princeton (“Princeton”) awarded a contract to Integrated Construction Utilities of N.J. LLC (“ICUNJ”) for Improvements to Linden and Spruce Streets (“Agreement” or “Project”) for \$2,747,310.50; and

**WHEREAS**, the parties executed the Agreement on or about May 6, 2019; and

**WHEREAS**, in accordance with the General Conditions for the Project, by letter dated June 12, 2019 (a copy of which is attached hereto as “Exhibit A”), Administrator Marc Dashield sent via certified mail return, receipt requested, to ICUNJ and its surety company, The Ohio Casualty Insurance Company, a formal notice that Princeton intended to terminate the Agreement pursuant to section 2.38(a)6. of said General Conditions.

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

1. The Agreement executed on or about May 6, 2019 by and between the Municipality of Princeton (“Princeton”) and Integrated Construction Utilities of N.J. LLC (“ICUNJ”) for Improvements to Linden and Spruce Streets (“Agreement” or “Project”) for \$2,747,310.50 is hereby terminated for cause pursuant to the provisions of section 2.38(a) of the Agreement’s General Conditions.

2. The Princeton Administrator, Engineer, Clerk and Attorney, and such other officers, officials and employees as may be appropriate, are hereby authorized to take any and all such actions as may be prudent and necessary to ensure timely and satisfactory completion of this Project, including but not limited to soliciting new bids for the Project or requiring that the surety complete the Project.
  
3. The Clerk is hereby directed to furnish a certified copy of this Resolution to ICUNJ and The Ohio Casualty Insurance Company, by certified mail, return receipt requested.

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

I, Delores A. Williams, 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 July 8, 2019.

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Delores A. Williams, Municipal Clerk

**ATTACHMENTS:**

- Termination Letter ICUNJ (PDF)



*The Municipality of*

# PRINCETON

OFFICE OF THE ADMINISTRATOR

Marc D. Dashield  
Municipal Administrator

June 12, 2019

**Via Certified Mail Return Receipt Requested**

Mr. Steve Eleftheriou  
Integrated Construction and Utilities of N.J. LLC  
59 Suydam Avenue  
Edison, New Jersey 08817

**Re: Municipality of Princeton – Improvements to Linden Lane and Spruce Street  
Notice of Default Under Section 2.38 of General Conditions**

Dear Mr. Eleftheriou:

On May 28, 2019, the Municipality of Princeton (“Municipality”) and Integrated Construction and Utilities of N.J. LLC (“ICUNJ”) executed an agreement for “Improvements to Linden Lane and Spruce Street” (“Agreement” or “Project”). Shortly thereafter, the Municipality discovered that ICUNJ illegally dumped asbestos and other solid waste on the Municipality’s property located at 298 River Road in Princeton.

In support the Municipality has video evidence of your vehicle dumping materials and a roll-off container leased to you with asbestos materials on Municipal property.

Section 2.38(a) of the General Conditions for this Project lists six (6) categories of “default by the Contractor” that give rise to the Municipality’s right to terminate the Agreement upon ten (10) days’ notice to ICUNJ and its surety. Section 2.38(a) provides that the Contractor – here ICUNJ – shall be in default whenever he shall:

- “1. Have suspended work for ten (10) consecutive work days for any reason other than strikes, acts of God or those reasons as stipulated in Sections 2.37 or 2.39, or
2. Declare bankruptcy, become insolvent, enter receivership or assign his assets for the benefit of his creditors, or
3. Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof, or
4. Persistently or repeatedly refuse or should fail to provide a qualified superintendent, sufficient, competent workers or subcontractors or proper materials or fail to make prompt payment therefor, or

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Witherspoon Hall, 400 Witherspoon Street, Princeton, New Jersey 08540

609-924-5176 • WWW.PRINCETONNJ.GOV

mdashield@princetonnj.gov

ONE CALL DOES IT ALL • ACCESS PRINCETON • 609-924-4141

**Notice of Default Linden Lane and Spruce Street**

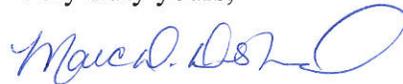
**June 12, 2019**

5. Have filed against him liens, either singularly or in combination, whereby the amount of said liens exceeds the retainer being withheld.
6. Persistently disregard laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.”

By illegally dumping hazardous material and other solid waste on the Municipality’s property, ICUNJ has disregarded laws and regulations of the State of New Jersey, in violation of section 2.38(a)6. above.

In accordance with section 2.38 of the General Conditions, Princeton Council intends to terminate the Agreement at its public meeting on July 8, 2019. Also as authorized by section 2.38(b), the Municipality will require ICUNJ’s surety to complete the Project in accordance with the Contract Documents.

Very truly yours,



Marc D. Dashield, Administrator

cc: The Ohio Casualty Insurance Company, Bond No.8200339-973841 - (via cert. mail return receipt requested)  
Princeton Mayor and Council  
Jeffrey C. Grosser, Assistant Administrator  
Delores Williams, Clerk  
Deanna Stockton, Engineer  
Trishka W. Cecil, Esq., Attorney



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 07/08/19 05:30 PM  
Department: Health

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**RESOLUTION 19-208**

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**Resolution Authorizing an Extraordinary Unspecifiable Service Contract with RnD Consulting for Information Technology Support from July through December 2019, Not to Exceed \$42,900.00**

**WHEREAS**, Princeton wishes to retain a qualified firm to provide “Information Technology Support Services” that will supplement its current IT operations as well as support the Police Department and ensure its IT systems are secure and functioning in compliance with all law enforcement and state regulatory standards; and

**WHEREAS**, RnD Consulting, LLC of Hamilton Square, New Jersey, has offered to provide the services to Princeton for a term of six (6) months and not to exceed contract amount of \$42,900.00; and

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

**WHEREAS**, in accordance with the LPCL, the Assistant Administrator completed and filed with the Mayor and Council a Certification of Extraordinary Unspecifiable Service recommending the award be made to RnD Consulting, LLC; and

**WHEREAS**, Princeton's Chief Financial Officer has certified that funds, in the amount of \$42,900.00, are available to pay for said services under Administrative & Executive Operation Expenses, Unclassified Expenses 01-201-20-111-283.

**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 RnD Consulting, LLC, 957 Highway 33, Hamilton Square, New Jersey 08690, for "Information Technology Support Services" 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 Assistant Administrator's Certification of Extraordinary Unspecifiable Service, which reasons are incorporated herein as if fully restated.
3. RnD Consulting, LLC shall be paid a not to exceed amount of \$42,900.00. This amount is based on its hourly rate of \$165/hour and an anticipated quantity of 10 hours/week for 26 weeks (July 1 through December 31).

4. A copy of this Resolution, the Assistant Administrator’s Certification, 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. Crumiller								
M. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, 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 July 8, 2019.

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Delores A. Williams, Municipal Clerk

**ATTACHMENTS:**

- IT Consulting RnD July - December 2019-signed (PDF)
- RnD Consulting Contract EUS - July - December 2019 (DOCX)

## CERTIFICATION OF EXTRAORDINARY UNSPECIFIABLE SERVICE

TO: Members of the Governing Body

FROM: *Jeffrey C. Grosser*, Assistant Administrator

DATE: July 8, 2019

SUBJECT: Contract for short term specialized information technology services for the Municipality of Princeton's internal workforce.

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This is to request your approval of a resolution authorizing a contract to be executed as follows:

**Firm:** RnD Consulting, LLC ("RnD")

**Cost:** \$165.00/Hour; 10 hours per week for 26 weeks (not to exceed \$42,900)

**Duration:** Six (6) Months – July 1 to December 31

**Purpose:** Provide Supplemental IT Support Services for the Municipality of Princeton and Police Department IT Security and Vulnerability Planning

The requested contract would be awarded without the receipt of formal bids as an Extraordinary Unspecifiable Service under N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:32-2.3(b) of the Local Public Contracts Law. I do hereby certify to the following:

1. RnD has been providing information technology support to Princeton's workforce and Police Department since January 2019. The work under this contract would allow RnD to continue to provide these services until December 31, 2019. Princeton's full time IT staff of an IT Coordinator and IT Tech are able to handle day-to-day IT requests and smaller projects. RnD provides more specialized IT project management and implementation as well as surge capacity for tasks such as department wide software installation, computer replacement and network and server troubleshooting. These services are necessary to maintain network security and user support. Additional services to be completed include the following:
  - Computer support for Princeton employees and Police Department, including the preparation and support during upcoming law enforcement information technology audits.
  - Desktop and operating system software support, including vendor specific application software (Edmunds, Vital, Microsystems, UCCARS, and various health department and clerk department software), and network hardware (switches, firewalls, routers). RnD will also support software and services as needed to manage virus, spyware, and spam issues, and has the expertise to troubleshoot email/internet connectivity issues.
  - Assistance with large scale project management of the Information Technology Department.

2. The contract meets the provisions of the statute and rules because, as demonstrated in Paragraph 1 above, the services are specialized in nature requiring the expertise and extensive experience in this area. RnD has demonstrated that it has the qualifications and experience to effectively work with municipal employees in a manner that achieves their IT needs. RnD has also demonstrated a familiarity with Princeton's IT infrastructure and an ability to improve service and performance from an IT functioning perspective.
3. The services are of such a specialized and qualitative nature that their performance cannot be reasonably described by written specifications because Princeton's specific needs in response to particular issues will dictate the actual services to be rendered. In other words, the issues will need to be resolved on a case by case basis and cannot be anticipated in advance. Therefore it is difficult to quantify or specify services to be provided by RnD Consulting, LLC. For these reasons, the services cannot be reduced to detailed specifications.
4. We have solicited quotations from three consulting firms, including RnD Consulting, LLC. To date, only RnD has provided a proposal.
5. I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq., and consulted with the Princeton Attorney's Office, and based thereon certify that the proposed contract may be considered an Extraordinary unspecifiable service in accordance with the requirements thereof.

Respectfully,

Name Jeffrey R. Glessner

(Signature)

Title Assistant Administrator



## **MUNICIPALITY OF PRINCETON**

### **Consulting Services Contract for:**

### **Information Technology Support Services**

THIS AGREEMENT (“Agreement” or “agreement”), made this 8th day of July, 2019 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 ("PRINCETON") and RnD Consulting LLC, with offices at 957 Highway 33, Hamilton Square, New Jersey 08690 ("CONSULTANT").

#### WITNESS

WHEREAS, PRINCETON and CONSULTANT wish to enter into an agreement for the performance of “Information Technology Support Services” that will supplement PRINCETON’s current IT operations as well as support the Police Department and ensure its IT systems are secure and functioning in compliance with all law enforcement and state regulatory standards; and

WHEREAS, by resolution, the Council awarded an agreement for an extraordinary unspecifiable service 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 Work. CONSULTANT hereby agrees to furnish the following information technology services:
  - a. Local municipal department computer support 24 hours a day 7 days a week. Two IT specialists are assigned to municipal technology support whom will be on site a combined total of 10 hours per week. After business hours technology support shall be provided either remotely or in person depending on the issue being addressed.
  - b. Provide desktop and operating system software support, including vendor specific application software (Edmunds, Vital, Microsystems, UCCARS, and various health department and clerk department software), and network hardware (switches, firewalls, routers). CONSULTANT will also support software and services to manage virus, spyware, and spam issues, and can troubleshoot email/internet/phone connectivity issues. Replacement of hardware shall be performed as needed upon failure of existing device and or potential future issues.
  - c. CONSULTANT will also provide highly specific support to the police department to ensure their technology systems are secure in order to assure compliance with various law enforcement statutes and regulations.
  - d. CONSULTANT will provide specific project management and oversight outside of the scope of work of current Information Technology Department

1. Time of Completion.
  - a. The work to be performed under this Agreement shall be commenced and completed as set forth by PRINCETON.
  - b. The term of this Agreement is three (6) months, commencing on July 1, 2019 and terminating on December 31, 2019.
  
3. Contract Sum and Payment.
  - a. CONSULTANT's billing policy consists of hourly billing for work done either on-site, remotely, billable in quarter hour increments. The hourly rate is \$165/hour with a not to exceed amount of \$42,900.00.
  - b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered during the prior month, based on the hourly rates set forth above.
  - c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of an audited and approved voucher.
  
4. Affirmative Action Regulations. CONSULTANT agrees to comply with the affirmative action requirements set forth in the Affirmative Action/Non-Discrimination Addendum attached hereto as Exhibit A, which requirements are incorporated herein and made a part hereof by reference.
  
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.
  
3. 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 and employer's liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured on such policies.
- 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 hereto have executed this Agreement the day and year first written above.

ATTEST:

MUNICIPALITY OF PRINCETON

By:

\_\_\_\_\_

\_\_\_\_\_

Delores Williams, Clerk

Liz Lempert, Mayor

ATTEST or WITNESS:

RnD Consulting, LLC

\_\_\_\_\_

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

EXHIBIT A

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

for

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

**Pursuant to N.J.A.C. 17:27-3.5 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 B

### **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 19-209**

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**Resolution Authorizing Participation in the Alliance for Competitive Energy Services (“ACES”) Cooperative Pricing System and ACESplus Program for Renewable Energy Consulting Services**

**WHEREAS**, “The Electric Discount and Energy Competition Act,” P.L. 1999, c.23 (“EDECA”) authorizes the New Jersey School Boards Association (“NJSBA”) to obtain electricity and other energy-related services for local boards of education on an aggregated basis; and

**WHEREAS**, NJSBA has formed the Alliance for Competitive Energy Services, hereinafter referred to as “ACES,” a Cooperative Pricing System (E88-01-ACESCPS) to effectively obtain electricity and other energy-related services for its members; and

**WHEREAS**, N.J.S.A. 40A:11-10(b) authorizes municipalities to enter into cooperative pricing agreements; and

**WHEREAS**, ACES has offered voluntary participation in a cooperative pricing system for the energy-related services to municipalities; and

**WHEREAS**, the Municipality of Princeton (“Princeton”) desires to participate in the ACES Cooperative Pricing System; and

**WHEREAS**, NJSBA and the New Jersey Association of School Administrators (“NJASA”) has created, and is also offering, the ACESplus Program, which is designed to assist participating government entities with the evaluation and implementation of certain energy related programs, including Renewable Energy Programs including community solar projects; and

**WHEREAS**, Princeton desires to participate in the ACESplus Program; and

**WHEREAS**, the NJSBA, as the Lead Agency, via its professional energy consultant Gabel Associates, will work with Princeton to evaluate and implement a Community Solar Program and provide related services all in accordance with the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-4.6 & 40A:11-4.1), and EDECA;

**WHEREAS**, the Council finds that it is in the best interests of Princeton's residents to enter into a consulting agreement with Gabel Associates to facilitate participation in the ACESplus program;

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

1. The preamble to this resolution is hereby incorporated as if more fully set forth herein.
2. Princeton is hereby authorized to join and participate in the Alliance for Competitive Energy Services ("ACES") ACESplus program.
3. The Lead Agency (NJSBA), via its professional energy consultant Gabel Associates, is hereby authorized to work with Princeton representatives to evaluate and implement a Community Solar Program for Princeton, as authorized by, and in accordance with the requirements of, the Local Public Contracts Law (N.J.S.A. 40A:11, 11-10), EDECA, and the Clean Energy Act of 2018.
4. Pursuant to the provisions of N.J.S.A. 40A:11-10(b), the Mayor and Clerk are hereby authorized to enter into an agreement with Gabel Associates to provide energy consulting services to Princeton through the ACESplus Program, substantially upon on the terms and conditions set forth in a proposal dated March 26, 2019.

5. The Mayor and Clerk are hereby authorized to execute the said agreement on behalf of Princeton, or such other substantially similar agreement, the terms and form of which shall have been reviewed and approved by the Municipal Attorney.
6. The Mayor, Administrator, Clerk, Municipal Attorney, and other appropriate officers, employees and professionals, are hereby authorized and directed to prepare and execute any and all other documents and undertake any and all acts necessary to effectuate the terms of the Agreement and Princeton’s participation in the ACESplus community solar program.
7. The New Jersey School Boards Association, through ACES and its professional energy consultant Gabel Associates, shall be responsible for complying with the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* and all other applicable laws in connection with the preparation, bidding, negotiation and execution of contracts in connection with the ACES Cooperative Pricing System and the ACESplus Program.
8. This resolution shall take effect immediately.

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

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held on July 8, 2019.

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Delores A. Williams, RMC, Municipal Clerk

**ATTACHMENTS:**

- Gabel CS Proposal to Princeton- 3-25-19\_ (DOCX)
- Memo ACESplus and Gable Associates consulting 07 03 19 (DOCX)



# **Proposal to Provide Energy Consulting Services to the Municipality of Princeton through the ACESplus Program**

**March 26, 2019**

## **Introduction**

Gabel Associates appreciates the opportunity to provide this proposal to provide energy consulting services to develop and manage a Community Solar Program for the Municipality of Princeton (Princeton or the Municipality). New Jersey is currently in the process of implementing a Community Solar Pilot Program. Community Solar will allow residents to receive the benefits of solar energy, which were previously unattainable for customers who rent or have homes that are not conducive to solar energy. As part of the Community Solar Pilot Program, low- and moderate-income Princeton residents will realize savings on their electric bills from a remote solar project.

Gabel Associates has over twenty-five years of refined energy experience including cutting-edge policy development and analysis on the local, state, and federal level; management of energy aggregation programs; a deep understanding of utility tariffs, ratemaking, and regulatory issues; active participation in wholesale and retail energy markets; active involvement in solar project development and policy formation, and; leading support for clean energy and environmental initiatives. This includes direct involvement in regulatory proceedings in New Jersey (and throughout the Northeast) and in hundreds of commercial transactions in the energy space. Gabel Associates combines this extensive energy expertise with its on-the-ground project development activities to help formulate effective policy strategies and analysis. This includes support for the development of over 200 solar projects.

Gabel Associates is not a solar company or project developer, and is able to provide objective, independent analysis that combines subject matter depth in solar energy, customer aggregation management, and economic analysis with extensive experience in the procurement of renewable energy projects for public entities. A multitude of clients rely on our firm to take on a project facilitator role to ensure that projects and programs are developed successfully and efficiently. This expertise, combined with our in-depth knowledge of Community Solar and the successful formation of residential aggregation programs, will allow Gabel Associates to provide effective and grounded advice to the Municipality.

Community Solar is an emerging opportunity in New Jersey that allows residents to take advantage of the benefits of solar energy. As a result of the enactment of the Clean Energy Act (A3723) into law in May 2018, the New Jersey Board of Public Utilities (NJBPU) has been mandated to create a Community Solar Energy Pilot Program (CSPP). Further, the law provides for the establishment of a permanent program within 36 months after the rules of the CSPP were published on February 19, 2019.

Firm personnel has been involved with energy aggregation and community solar issues for over two decades and have an in-depth understanding of the complexities of Community Solar. Most recently, Gabel Associates has been an active participant on the Community Solar Stakeholder Group, lending our expertise at meetings with interested stakeholders. We have been directly involved in the formation of the Community Solar Rule Proposal that was recently released with frequent interaction with the NJBPU and the Governor's office on program design issues.

417 Denison Street, Highland Park, New Jersey 08904  
Phone (732) 296-0770 Fax (732) 296-0799  
[www.gabelassociates.com](http://www.gabelassociates.com)

Through the services described in this proposal, Gabel Associates will develop and manage a Community Solar Pilot Program for Princeton, aiding certain low- and moderate-income customers to reduce their electricity bills and use solar energy, and position the Municipality to continue its leadership role in sustainability.

### **Procurement through ACESplus Program**

Since the Municipality is already part of the Alliance for Competitive Energy Services (ACES) program, consulting services from Gabel Associates can be directly procured through the ACESplus program. ACESplus is sponsored by the New Jersey School Boards Association (NJSBA) as the lead agency and the New Jersey Association of School Administrators (NJASA), which engaged Gabel Associates through an open, competitive procurement process as provided by Local Public Contract Law. Our consulting services are provided through a long-standing cooperative purchasing program created by those organizations, as approved by the New Jersey Department of Community Affairs (DCA). ACESplus provides access to competitively procured, vetted, and specialized energy experts without the hassle of costly procurement processes to obtain those resources.

To engage Gabel Associates for the services proposed below, Princeton would adopt a standardized ACESplus resolution, as part of the overall ACES program in which the Municipality is already a member.

This proposal provides the following information for your consideration:

- 1) Overview of Gabel Associates (page 3);
- 2) Scope of Services (page 4);
- 3) Fee Proposal (page 9), and;
- 4) General Terms and Conditions (page 9)

## 1) Overview of Gabel Associates

Gabel Associates is an energy, environmental, and public utility consulting firm with its principal office located in Highland Park, New Jersey. In business for over 25 years, the firm provides its expertise to a wide variety of clients. Our client list includes public agencies at the local, municipal, State, and Federal levels, renewable and non-renewable power plant owners, individual commercial and industrial end users, aggregated groups of customers, public utility commissions, wholesale suppliers, and utilities.

A key area of the firm's expertise is its extensive experience in managing community-based energy aggregation programs. This includes fourteen (14) successfully awarded Community Energy Aggregation (CEA) programs -- with many more under development. To date, our programs are estimated to save over \$65 million in energy expenses for New Jersey residents. The firm currently serves as the CEA energy agent for 20 municipalities serving close to 600,000 residents.

Steven Gabel, the President of Gabel Associates, started the firm in 1993 with the goal of providing a wide range of economic, technical, regulatory, and marketplace advice and analysis in the energy and environmental industries. He previously served as Electric Division Director at the New Jersey Board of Public Utilities (NJBPU) and as the Director of the Division of Solid Waste Management at the New Jersey Department of Environmental Protection and NJBPU. In March 2015, Mr. Gabel was named one of the top influencers of energy policy in New Jersey by NJ Spotlight, a respected news website that delivers news and analysis about politics and public policy in New Jersey.

Robert Chilton, Executive Vice President and co-owner, joined the firm in 2000 after serving as the Director of the Energy Division at NJBPU, where he led the NJBPU's staff in New Jersey's highly successful industry restructuring effort. In addition to his strong regulatory background, Mr. Chilton brings advanced analytical skills to project issues having participated in hundreds of energy transactions.

Unlike many firms, Gabel Associates lives in both the world of energy market transactions (having undertaken project development for over 200 renewable projects and executed energy transactions for hundreds of thousands of accounts) and in the world of regulatory and policy analysis.

Gabel Associates has been deeply involved in the solar market and is active in policy development related to the Renewable Portfolio Standards (RPS), Community Solar, net metering, and SREC issues.

Gabel Associates is an industry leader in the following areas:

- Electricity and natural gas procurement activities, including large-scale energy aggregations and CEA programs that include enhanced renewable product options;
- Renewable energy, combined heat and power (CHP), energy efficiency, storage, and traditional energy project feasibility and development;
- Regulatory, ratemaking and policy analysis, and expert testimony before state commissions, legislatures and executive branches;
- Detailed economic, financial, technical, risk management, marketplace, and net benefits analysis;
- Long term forecasting and modeling of energy and environmental markets including the use of AURORAxmp, an established market simulation model;

- Energy, renewable energy certificate (REC), and carbon market activity and analysis;
- Environmental and greenhouse gas matters;
- Energy Master Plan activities that lead to significant savings on energy costs;
- Electric vehicle analysis to accelerate market growth;
- Tariff and utility bill analysis;
- Development of creative ownership and project structures and associated contract negotiation, and;
- Interconnection, operations analysis, refined risk management, and market rules of wholesale energy markets and regional transmission organizations (RTOs) including capacity, energy, and ancillary service markets

The firm has extensive involvement in wholesale and retail energy markets including full time involvement in rules, tariff and policy setting at PJM, as well having helped clients undertake hundreds of transactions in retail and wholesale power markets. Our retail activities include procurement consulting to hundreds of public and private sector entities.

Gabel Associates is an industry leader in several areas including regulatory and environmental issues, renewable policy, electric vehicle analysis, energy procurement, and RTO rule development. The firm has been an active contributor in shaping the energy landscape. Through the years, we have proven our ability to work cooperatively and collaboratively with regulators and a diverse set of stakeholders on various issues. Key members of Gabel Associates' staff bring decades of deep and diversified experience in energy markets, renewable energy issues, and policy formation.

Please see **Attachment A** for a more detailed profile of Gabel Associates' capabilities and qualifications that directly relate to the work requested by Princeton. For a full description of our services, please see our website at [www.gabelassociates.com](http://www.gabelassociates.com).

## 2) Scope of Services

Community Solar is a newly-enacted policy in New Jersey that will allow customers that are unable to host a solar project (due to cost, space limitations, property ownership issues, etc.) to reap the benefits of solar energy. Under a Community Solar Program certain customers (known as 'subscribers') will be joined together in an aggregated purchase of energy from a solar project to be developed remotely from the customer but within PSE&G's territory. Electricity from the solar project will be credited to the customers' bill – with associated savings - as if the solar project was located at the customer's site.

Community Solar has its policy basis in the desire of Governor Murphy and the legislature to provide the benefits of renewable energy to low- and moderate-income residents. As a result, requirements for a Community Solar Program were included in the Clean Energy Act of May 2018.

To implement the provisions of the Clean Energy Act, the NJBPU adopted a Community Solar Energy Pilot Program (CSPP) Rule. The Rule provides for solar capacity of up to 75 MW for Program Year 1 and at least 75 MW per year for both Program Years 2 and 3, with at least 40% of the annual capacity allocated to low- and moderate-income customers. Each solar project is limited to 5 MW in size, which will support approximately 1,250 residential customers.

The purpose of this proposal is for Gabel Associates to provide a comprehensive scope of services to develop, implement, and manage a CSPP for Princeton (the Program). The CSPP application process will likely be competitive and place value on projects serving low- and moderate-income customers, consistent with the Governor’s focus on environmental justice.

For the CSPP, the Municipality would aggregate customers through an opt-out program where eligible customers in the program would be low- and moderate- income residents. This designated load would purchase solar power from an off-site facility on a long term basis, which will be procured through a competitive process facilitated by Gabel Associates. Pursuant to the Rule, the Municipality will serve as the “Community Solar Subscriber Organization” (Subscriber Organization).<sup>1</sup> Gabel Associates proposes to act as the Administrator of the Program on behalf of the Municipality (Subscriber Organization) and manage all activities that apply to a Subscriber Organization. While customers would be enrolled in the Program on an “opt-out” basis, they may withdraw at any time, and through the program design, another customer would be replaced in the Program. All participating customers will reduce their electric rate with savings of 10% or greater expected. Due to the pilot nature of this initial program, program participants would be limited to approximately 1,250 customers.

This scope is subject to final adoption by the NJBPU of an application, expected shortly, that allows for an acceptable and workable program structure.

Gabel Associates proposes to provide the following services to Princeton for the full term of the Program:

### **Task 1: Continuous Discussion with BPU to Integrate CEA into the Community Solar Pilot Program Rule**

Gabel Associates will communicate with the BPU on a regular basis to design the use of the CEA process to serve load through a pilot community solar project. This would include establishing an aggregation of eligible low- and moderate-income residents under an ‘opt-out’ structure, which is the same structure utilized for a CEA program.

### **Task 2: Community Solar Application Support**

Once the Community Solar application process is finalized, Gabel Associates will begin to prepare a Community Solar Pilot application for the Municipality to submit to the NJBPU. We expect the NJBPU solicitation for proposals to occur sometime in late spring or early summer (If the NJBPU does not designate the Municipality as a Pilot project, then Tasks 3 through 6 will not move forward).

### **Task 3: Program Development, Start-Up, and Management**

Gabel Associates will provide comprehensive program development, start-up, and management activities for the Program.

This Task will include the development and implementation of a structure to identify eligible customers. Acting as the Administrator to support Princeton as the Subscriber Organization, the firm

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<sup>1</sup> “Community solar subscriber organization” or “subscriber organization” is defined in the NJBPU rule proposal as “the entity, duly registered with the Board that works to acquire original subscribers for the community solar project and/or acquires replacement subscribers over the lifetime of the community solar project and/or manages subscriptions for a community solar project. The community solar subscriber organization may or may not be, in whole, in part, or not at all, organized by the community solar developer, community solar owner, or community solar operator.”

will work with the Municipality to identify a fair and transparent process through a CEA style opt-out structure, if allowable, to identify eligible low- and moderate-income customers to participate in a Community Solar project, in addition to establishing a waiting list of eligible customers. This would include setting eligibility criteria to ensure that an equitable framework for selecting customers is established.

In addition, we will support other elements of Program development and all required activities that relate to Subscriber Organizations in accordance with the Community Solar Rule. Such items would include, but are not limited to:

- Develop Program parameters, approach, and time schedule in coordination with the Municipality;
- Provide customer and constituent support, including the development of educational and marketing materials as well as attend town meetings, as requested;
- Develop a website (or create a page on the Municipality’s website) that is dedicated to the Program through which the public can obtain further information regarding the Program;
- Set up a toll-free phone number and e-mail address through which subscribers can request information, identify concerns, and cancel or renew their subscription;
- Manage subscriber enrollment and collect and compile all applicable subscriber information as well as monitor the Program on an ongoing basis;
- Interact with PSE&G and provide them with the list of initial subscribers to the project with all appropriate subscriber information;
- Establish a waiting list of accounts, consistent with eligibility requirements, to keep the Program fully subscribed, and;
- Set up a structure to monitor the solar project to ensure load matches production.

#### **Task 4: Management of a Solar RFP Process**

Upon award of the Community Solar Pilot application, a “competitive contracting” approach will be utilized to select the solar project and enter into a power purchase agreement (PPA) and other Program documents with the selected solar provider, as provided for in New Jersey law and DCA guidelines, which we believe will yield the greatest benefit to the Municipality.

We will prepare and administer a competitive contracting request for proposal (RFP) process to select a PPA solar energy provider and associated solar project to provide low cost solar power on a long-term basis to the subscribers. It is anticipated that the PPA (and the Program) will have a term of fifteen (15) years.

Depending on the request of the Municipality, the RFP can be structured in one (or both) of the following ways: (1) allow solar developers to propose sites for the Community Solar project that fall anywhere within PSE&G territory, or (2) propose a project at a site or sites designated by the

Municipality that may be suitable for a large-scale solar project. With the first option, developers will propose viable sites on which the project would be located.

With the second option, Gabel Associates would complete a feasibility study of the possible Municipality site(s), including a review of potential site issues to identify the acceptable and technically appropriate areas of the solar facility. At the conclusion of this process, a final determination will be made regarding the viability of a project on Municipality property.

Once the above has been determined, the following steps would ensue:

- Draft an RFP that will serve as a “performance spec” and identifies the technical, financial, performance, and contractual issues that solar developers must adhere to in their proposals;
- Distribute the RFP to a wide range of active market participants and promote the participation of qualified bidders;
- Hold a pre-bid meeting for interested solar developers where we can answer questions (and coordinate a site visit if the project will be located on Municipality land);
- Help the Municipality form an Evaluation Committee, which will include Gabel Associates, other professionals as appropriate, relevant staff, and other members as determined by the Municipality;
- Support the Evaluation Team to assess the proposals from a technical, economic, and financial perspective. This evaluation will include both price and non-price factors to assure that the Municipality executes a PPA with a solar developer that is financially and technically capable, as well as provides economic value. Gabel Associates will prepare an evaluation matrix, including weighting factors, to serve as a basis for the decision of the Municipality to designate a contract award. Based upon this comprehensive evaluation, and as required by DCA guidelines, Gabel Associates would prepare a draft recommendation report, discuss the report with the Municipality staff, finalize the report, and help the Municipality award a contract to the selected solar developer;
- Review the contracting documents (especially the PPA) and provide comments to assure that the interests of the Municipality and its residents are advanced and protected;
- Help finalize the contract award with the chosen solar developer and;
- Throughout the process, we will meet with staff and the Municipality as needed, provide ongoing project updates, and make presentations at formal Council meetings when appropriate.

#### **Task 5: Client Representation (CR) Services**

Once a PPA is executed, Gabel Associates will provide client representation (CR) services during solar project construction. Due to the firm’s familiarity with project installation activities, the firm is able to serve as a client representative and advocate during the construction phase of energy projects to monitor construction progress toward a timely completion of the solar project. Gabel Associates would serve as a liaison with the developer and construction team - acting as the “eyes and ears” of the

Municipality to support effective project implementation based on our experience with industry practice.

CR services would include:

- Organize kick-off and pre-construction meetings;
- Coordinate ongoing status review meetings, typically twice a month during construction (or more frequently if needed), with relevant contractors and project participants;
- Provide written progress reports (as frequently as project activity dictates);
- Facilitate the resolution of any issues that arise that pertain to the Community Solar application, Subscriber Organization, or the Municipality, and;
- Monitor the developer and its effort to achieve commercial operation of the project.

Please note that Gabel Associates is not responsible for project design or project management. Gabel Associates monitors and reports on the installation activities on behalf of the client, but it does not manage the construction project. The selected PPA solar provider is solely responsible for project design and management and the project's time, cost, and quality. The engineers and/or other licensed professionals engaged by the PPA solar provider who are engaged to prepare project drawings are solely responsible for the project design.

This Task will be considered complete when the system is energized for commercial operation.

#### **Task 6: Ongoing Program Support**

Gabel Associates will provide ongoing support and program management over the life of the Program and associated PPA (expected to be 15 years). This will include support for all required activities that relate to Subscriber Organizations in accordance with the final Community Solar Rule. Such items would include, but are not limited to:

- Provide ongoing administration of the Program and advice and consultation to the Municipality;
- Provide ongoing customer and constituent support, including the development of educational and marketing materials as well as attend town meetings, as requested. We will also provide ongoing outreach to sustain interest and adequate subscriber levels;
- Maintain a website (or a page on the Municipality's website) that is dedicated to the Program through which the public can obtain further information regarding the Program;
- Maintain a toll-free phone number and e-mail address through which subscribers can request information, identify concerns, and cancel or renew their subscription;
- Manage subscriber enrollment and collect and compile all applicable subscriber information as well as monitor the Program on an ongoing basis;
- Interact with PSE&G and provide them with the list of subscribers to the project with all appropriate subscriber information, as well as provide an updated list as dictated in the rule;

- Establish a waiting list of accounts, consistent with eligibility requirements, to keep the Program fully subscribed;
- Monitor the solar project to ensure load matches production, and;
- Provide overall management and support for the Program over its term.

In short, Gabel Associates will remain on-call and available to provide strategic support and advice related to the Program on an as-needed basis throughout the term of the project.

### 3) Fee Proposal

Gabel Associates proposes that all our fees be paid by the solar developer selected by the Municipality through a competitive procurement process, as described in more detail below. **This means that no out-of-pocket costs will be incurred by the Municipality, and Gabel Associates will operate “at risk” until the PPA is executed.**

All Gabel Associates’ fees and associated Payment Obligations associated with Tasks 1 through 6 will be identified in the RFP as project development costs, and as such, will be paid by the awarded solar developer and incorporated into the PPA. The following provides the proposed fees for the project as well as the payment milestones. A breakdown of each component can be found in **Attachment B**.

- 1) A fixed fee of \$220,000 shall be paid in full by, and become a Payment Obligation of, the solar developer upon PPA execution. This would include payment for Tasks 1 through 4.
- 2) A fixed fee of \$4,000 per month shall be paid by, and become a Payment Obligation of, the solar developer for an estimated six (6) months for Task 5 (Client Representation Services for solar project construction) over the term of project construction, for a total of \$24,000. The Task 5 payment will be billed monthly, starting in the month when the pre-construction meeting is held, and with the last (sixth) payment immediately after the solar system receives permission to operate.
- 3) A fixed fee of \$2,800 per month shall be paid by, and become a Payment Obligation of, the solar developer for Task 6 (Ongoing Program Support) over the term of the 15-year PPA. This equates to \$33,600 per year.

Payment by the solar developer for #1 above will be due in full by the awarded solar developer on the PPA execution date. Payment for #2 and #3 above will be due in full on a monthly basis from the awarded solar developer within fifteen (15) days of invoice receipt.

### 4) General Terms and Conditions

#### Liability

Gabel Associates is acting in a consulting capacity and any opinions, advice or analysis presented, or activities undertaken, by Gabel Associates are based on its professional judgment and do not constitute a guarantee. IN NO EVENT SHALL GABEL ASSOCIATES’ AGGREGATE LIABILITY ARISING

OUT OF OR RELATED TO THIS PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO GABEL ASSOCIATES PURSUANT TO THIS PROPOSAL. NEITHER PARTY (OR ITS AFFILIATES, DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES), UNDER ANY CIRCUMSTANCES, WILL BE LIABLE TO THE OTHER PARTY (OR ITS AFFILIATES, OWNERS, DIRECTORS, MANAGERS, OFFICERS, AGENTS OR EMPLOYEES) FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR LOST OR IMPUTED PROFITS AND/OR SALES, OR FOR DAMAGES BASED UPON ANY TYPE OF MULTIPLE ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION OR EXPIRATION, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT AND IRRESPECTIVE OF WHETHER ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EACH PARTY HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF ANY ADEQUATE REMEDY.

#### Confidentiality

In the course of its performance under this Agreement, each party may acquire certain confidential information from the other in regard to the nature of the services performed. All such confidential information shall not be disclosed or revealed by Gabel Associates or Princeton, as applicable, to any other person or entity, nor shall any such information be utilized in any way in the performance of any work for any other person or entity, without prior written approval from the other Party or by order of a government agency with jurisdiction. This confidentiality paragraph will survive termination of this Agreement.

#### Termination

Either party may terminate this agreement upon the giving of not less than sixty (60) days notice in writing (which may be via email). All Payment Obligations and the confidentiality and liability provisions shall survive termination. In the event a PPA with savings in excess of 10% relative to the kWh rate that would otherwise be charged by PSE&G is provided to the Municipality and no PPA is awarded, Gabel Associates shall be paid a fee of \$50,000 by the Municipality within thirty (30) days of the decision of the Municipality to not award such PPA, and this Agreement shall be terminated thereafter.

Please countersign below to indicate your agreement with this proposal.

We appreciate the opportunity to provide this proposal to the Municipality. Please feel free to call me at the office at (732) 296-0770 or on my cell at (732) 672-7782 with any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "S Gabel". The signature is fluid and cursive.

Steven Gabel  
President

If this proposal is acceptable, and the Municipality decides to utilize ACESplus, the Council would need to pass a resolution to participate in the ACESplus program with New Jersey School Boards Association as the lead agency.

Countersign by official with authority to bind the Municipality of Princeton to the terms of this Proposal:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

## **Attachment A: Overview of Gabel Associates**

The following highlights some Gabel Associates' key areas of expertise that directly relate to the work requested by Princeton:

### **Community Solar and Energy Aggregation Expertise**

Firm personnel has been involved with community solar and energy aggregation for over two decades and have an in-depth understanding of the complexities of community solar.

Gabel Associates has been at the forefront of energy aggregation activities. This includes development and administration of fourteen (14) successfully awarded Community Energy Aggregation Programs (with many more in development), and management of aggregation programs including for over 400 school districts, over 200 municipalities, as well as counties and sewerage authorities.

Due to the recent mandates required as part the Clean Energy Act, which includes the creation of a Community Solar Energy Pilot Program, Gabel Associates has been actively engaged in current discussions at the NJBPU regarding the development and implementation of a community solar construct. We are also a participant on the Community Solar Stakeholder Group, lending our expertise at meetings with interested stakeholders. We conducted a comprehensive review of the Community Solar Rule Proposal that was recently released and provided comments to the NJBPU and the Governor's office on program design issues.

Finally, we are engaged with the Coalition for Community Solar Access (CCSA) (an industry association) in helping to inform rules for the Pilot Program. CCSA members include companies and other entities that have been active in the emerging community solar marketplace across the country.

### **Policy Analysis and Development**

Gabel Associates supports policy development, and related analysis, on both the national and state levels. The firm has been an important contributor in policy discussions related to renewable energy, industry restructuring, energy efficiency, and environmental issues. As part of these engagements, we have mastered the ability to work with state regulators and stakeholders in a collaborative manner.

Gabel Associates informs national policy development as a contractor to the U.S. Department of Energy (USDOE). Fredric Beck, Senior Associate of Gabel Associates, works closely with Federal programs to provide planning, analysis, and evaluation support to advance the development and deployment of clean energy technologies. Mr. Beck has over 28 years of experience in strategic planning and technology, economic, and policy analysis related to renewable energy, energy efficiency, and climate change. He is on-the-ground at USDOE supporting the Wind Energy Technologies Office.

In the late 1990s the firm was influential in the development of New Jersey energy deregulation law (EDECA, enacted in 1999); its restructuring of energy taxes; and its development of energy aggregation policies. The firm has also been directly involved in the development of "utility default service" policy in New Jersey, Pennsylvania, and Illinois.

The firm has helped shape New Jersey's RPS, one of the most progressive renewable policies in the country, since its inception in 1999 under EDECA. The firm has conducted in-depth analysis of RPS implications for wind, solar, biomass and other technologies. In addition to serving on the Governor's Renewable Energy Task Force, which is the basis for New Jersey's RPS, Steven Gabel continues to serve on the Renewable Energy Committee, as well as several related committees that help determine the policy direction of the renewable energy market.

Gabel Associates has been instrumental in developing legislation surrounding renewable project development and renewable market regulation. The firm was directly involved in the development and negotiations surrounding the Solar Energy Advancement and Fair Competition Act, signed into law in New Jersey in January 2010. This law placed the solar RPS obligations into law and substantially increased solar requirements. The firm provided analytical support for the bill including comprehensive analysis surrounding ratepayer and economic impacts.

The firm was also an active participant in the second major piece of solar legislation in New Jersey signed into law in July 2012 (S-1925). This law accelerated the RPS solar requirements in an effort to absorb the significant oversupply of solar renewable energy certificates (SRECs) and help stabilize the market while reducing ratepayer cost exposure. Gabel Associates provided on-going analytical support throughout legislation development and also performed detailed ratepayer impact analysis which modeled cost implications.

We were also deeply involved in analysis and development of A3723, which was signed into law (The Clean Energy Act) by Governor Murphy on May 23, 2018. This law, which focuses on enhancing various clean energy provisions, will have a significant impact on renewable, energy efficiency, and storage markets in New Jersey. As discussed above, we have also been actively supporting community solar activities that are occurring as a result of the new law.

Working on behalf of TASC and the Delaware Sustainable Energy Utility as the energy expert serving in several rate and merger cases in the Mid-Atlantic and Northeast, Gabel Associates has won significant improvements to the interconnection process and the clarification of treatment of solar and storage in several jurisdictions. We were also participants in New York's Reforming the Energy Vision (REV) proceeding and helped to establish an interim compensation mechanism that would facilitate community solar development in New York state. Currently, we are working on behalf of the Solar Energy Industries Association (SEIA) in a REV proceeding to establish a compensation mechanism for residential solar customers to replace net metering.

In addition, the firm played an active role in the development of the New Jersey Offshore Wind Economic Development Act that was signed into New Jersey law in August 2010 to promote the development of offshore wind projects.

Starting in the 1990s, Gabel Associates was a participant in the development of the PJM RTO and remains active at PJM today with participation in policy and tariff Issues.

Most recently, Gabel Associates is working to support policy development that strives to foster the growth of electric vehicles.

### **Renewable Project Development**

Gabel Associates has been deeply involved in all stages of renewable project development. We provide support to clients for project development activities, including feasibility studies; comprehensive evaluation of financial, economic, marketplace, environmental and regulatory issues; refined economic modeling; the development of financing and procurement administration; contract negotiations; project facilitation activities during the implementation phase; and renewable attribute sales and management in the PJM Generation Attribute Tracking System (GATS).

Gabel Associates has been involved in the development activities of over 200 renewable projects including assisting in the development of the region's most significant solar projects such as the Princeton Landfill Project, the Atlantic City Convention Center, Rutgers University, 125 New Jersey county facilities, and many other renewable projects. We have supported the development of many landfill gas-to-energy projects including Burlington, Atlantic, Middlesex, Ocean, and Salem Counties. We have also supported various wind projects including a 24 MW offshore wind project to be located off the coast of Atlantic City, New Jersey.

The firm is also working with the Delaware Sustainable Energy Utility on the development and execution of a solar resiliency pilot program, coupling solar and storage, in order to demonstrate and grow third party ownership models in Delaware's emerging solar market.

In addition, on a national basis, the firm has completed over 50 renewable and CHP feasibility studies for the Department of Veterans Affairs and also supported large scale renewable project development for the Department of Defense. Our "commercially tested" expertise and long-standing experience with the development of various types of projects and technologies strengthens our ability to provide strategic advice and forecasts.

The firm conducts feasibility evaluations of potential sites, including a size and cost estimate for the renewable energy system, identification of general site issues, costs, benefits, and the internal rate of return associated with the project. We evaluate the appropriate financing and contractual structure for each project, including self-ownership, Purchase Power Agreement (PPA) model, or a hybrid approach. In addition, we provide oversight of project installation, support for the sale of RECs and other environmental products, and assistance in securing utility, state, and federal financial support.

The firm possesses unique market insight and is able to properly evaluate the cost, benefits, and risks of various project configurations. In addition, we are highly experienced at ensuring that sufficient financial protections are incorporated into the selected project structure and energy agreements to shield our clients from unreasonable risk.

We evaluate the technical, economic, and financial viability of different renewable projects while also taking into consideration the goals and risk tolerance of each client. We conduct comprehensive economic, financial, and sensitivity analysis surrounding all renewable options to determine the internal rate of return and payback of each project. We also identify any potential technical issues or obstacles related to development.

Gabel Associates has an extensive history of successfully facilitating renewable projects when they move into the execution phase, including RFP drafting, vendor proposal evaluation, and contract negotiation. When drafting bid documents, we ensure that RFP language is well-defined; clearly incorporates the expectations of the client; and reflects the requirements of the commercial marketplace. This approach helps to maximize participation and encourages developers to present proposals that are competitive and tailored to project goals. Additionally, when reviewing responses,

Gabel Associates utilizes its past experience to prepare ranking criteria that promotes successful projects. This includes a rigorous review of proposals from an economic and technical perspective.

Gabel Associates has assisted over 100 customers enter into PPAs and/or leases for renewable energy projects for various technologies including solar, wind, landfill gas-to-energy, waste-to-energy, and hydro. The firm has a clear understanding of the provisions that can adversely impact our clients, which gives us the ability to advocate for contract language that provides multi-layered protection. Due to our strong experience with PPA structures, we are highly qualified to assist clients with administration matters in connection with these agreements.

It is also important to note that Gabel Associates has been a pioneer in the development of creative and progressive renewable projects. Specifically, the firm supported the development of the first landfill-mounted solar project in New Jersey.

We have also analyzed the opportunity for solar projects that integrate a battery back-up energy/storage facility – representing a significant leap forward in the benefits that can be derived from this energy source. By combining solar with energy storage, a client can gain (1) the ability to utilize solar power when the electrical grid is down during daylight hours, (2) diversify their back-up energy supply resources, and (3) take advantage of certain peak shaving and demand response opportunities to further reduce energy costs and generate additional revenue.

Gabel Associates also supported the Atlantic County Utilities Authority (ACUA) with the development of its battery-storage system. The firm assisted with the project in the following capacities: 1) reviewed the technical architecture, 2) identified issues related to the battery installation that should be addressed in the contract, particularly regarding the compensation mechanisms for the project developer and creating protections in the event there is a broader impact on utility billing due to battery operation, and 3) reviewed the contract to ensure the interests of ACUA were protected.

In addition, the firm is active in renewable energy policy and has helped shape New Jersey's Renewable Portfolio Standard (RPS), one of the most progressive renewable policies in the country, since its inception in 1999 under EDECA. The firm has conducted in-depth analysis of RPS implications for wind, solar, biomass and other technologies. In addition to serving on the Governor's Renewable Energy Task Force, which is the basis for New Jersey's RPS, Steven Gabel continues to serve on the Renewable Energy Committee, as well as several related committees that help determine the policy direction of the renewable energy market. The firm also maintains a supply/demand analysis to forecast SREC and REC prices and trends in New Jersey and regionally.

### **Community Energy Aggregation**

Building on our long standing energy procurement activities described above, Gabel Associates has pioneered the development and implementation of Community Energy Aggregations (CEA) in New Jersey. Through a CEA program, a municipality can reduce its residents' energy bills by aggregating the residents into one bid and procuring a third party supplier to provide energy at a cost below utility provided generation service. Procuring energy through a CEA provides residential customers with contract and term protections otherwise not afforded to them if they procured on their own.

The firm was the lead consultant for the Plumsted Community Energy Aggregation (PCEA) program, the first, and only, successful CEA completed in the state at the time. This role has allowed the firm to develop "first-hand" knowledge on how to effectively implement a successful CEA, while also gaining

unique insights on the process. Gabel Associates is also intimately familiar with current laws rules and policies pertaining to CEA as well as ongoing developments.

The firm has successfully completed numerous CEA programs in the State -- fourteen (14) successfully awarded programs (including numerous towns that are on subsequent program iterations) -- with many more under development. To date, our programs are estimated to save over \$65 million in energy expenses for New Jersey residents. The firm currently serves as the CEA energy agent for 20 municipalities serving close to 600,000 residents.

The firm utilizes proven and comprehensive outreach and marketing techniques that fully and effectively disseminate information to targeted communities. We work diligently to understand the unique dynamics within each population to ensure that our marketing efforts are well received and easily assessed by all residents.

Gabel Associates also offers refined customer service and education to ensure that resident concerns are answered promptly and fully resolved. This includes the use of a designated Program Administrator (along with a team of trained representatives) that expeditiously responds to and logs all customer inquiries and public education concerns. Our team is committed to facilitating resident calls within 24 hours of receipt, with most answered on the same day.

In response to growing environmental concerns, we developed the first CEA program in the New Jersey to offer residents the option of a 100% renewable energy component. The firm has had direct involvement in the development of the state's renewable portfolio standard and has been actively involved in renewable certificate purchasing, which enables us to efficiently design program elements with enhanced renewable content.

## Attachment B: Fee Breakdown

<b>Task</b>	<b>Service</b>	<b>Fee</b>
<b>Task 1</b>	Design Integration of CEA and Community Solar	\$5,000
<b>Task 2</b>	Application Support	\$7,000
<b>Task 3</b>	Program Development, Start-Up, and Management	\$160,000
<b>Task 4*</b>	Solar RFP Process (without a City Site Feasibility Study)	\$48,000
	<b>Total Payment at PPA Execution</b>	<b>\$220,000</b>

\*In the event a City site feasibility study is performed, the fee for this task would be \$58,000 (an additional \$10,000)

<b>Task</b>	<b>Service</b>	<b>Fee</b>
<b>Task 5</b>	Client Representation (CR) Services	\$4,000/month
	<b>Total Paid Monthly Over 6-Month Project Construction</b>	<b>\$24,000</b>

<b>Task</b>	<b>Service</b>	<b>Fee</b>
<b>Task 6</b>	Ongoing Program Support Over the PPA Term	\$2,800/month

# MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW

## MEMORANDUM

To: Princeton Mayor and Council

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

Date: July 3, 2019

**Re: Agreement to Join ACESplus and Community Solar Program**

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Attached find resolution authorizing Princeton to join the ACESplus program and authorizing an agreement with Gabel Associates to provide consulting services to assist with the creation and implementation of a community solar energy program. Also attached is a proposal to provide energy consulting services through the ACESplus program from Gabel.

This cooperative program is similar to the ACES energy aggregation group in which Princeton participates, but this project falls under a different statute and a related but separate cooperative. The New Jersey School Boards Association (NJSBA) is also the lead agency for ACESplus and engaged Gabel Associates to provide consulting services to municipalities (and other public entities) through a competitive procurement process. As a member of the cooperative, Princeton can take advantage of the services already negotiated by the NJSBA.

Gabel Associates will work with Princeton officials and Sustainable Princeton to develop an application for Princeton to participate in the NJ BPU's pilot program for community solar energy programs, with a particular focus on helping low and moderate-income homeowners to obtain the benefits and savings from renewable energy. Princeton will be under no obligation to pay Gabel Associates unless (1) Princeton's application is approved by the BPU, and (2) Gabel develops an RFP for a public procurement process for a community solar energy project. Upon the award and signing of a contract with a solar energy developer/provider/vendor, Gabel's fees will be paid by the vendor.

Note that while the agreement will contain most of the provisions in the attached proposal, we negotiated a few changes which Gable agreed to this morning. Those terms include a different liability clause allowing Princeton to sue for breach of contract or other damages (see bottom of page 9 to top of 10), and an addition to the termination language allowing Princeton to reject a provider for good cause without being subject to the \$50,000 termination penalty (page 10). The agreement will also include the standard Princeton contract provisions.

The deadline for submitting an application to the BPU is September 9, 2019 and Gabel would like sufficient time to allow for modifications the BPU may request prior to final submission. Failure to file by September would result in Princeton having to wait until next year. 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. Dashfield, Administrator  
Delores Williams, Clerk



**RESOLUTION 19-210**

**Resolution Approving A Chapter 159-Special Budget Item-Clean Communities \$64,442.74**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the Budget; and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for equal amount.

**SECTION 1.**

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of Princeton hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the sum of \$64,442.74 is now available as a miscellaneous revenue anticipated from **“State of New Jersey-Clean Communities Grant”** and

**SECTION 2.**

**BE IT FURTHER RESOLVED**, that a like sum \$64,442.74 be and the same is hereby appropriated under the caption of **“State of New Jersey-Clean Communities Grant”**

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

I, Delores A. Williams, 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 July 8, 2019.

\_\_\_\_\_  
Delores A. Williams, Municipal Clerk

**ATTACHMENTS:**

- memo mayor & council c159 Clean Communities Grant July 2019 (DOCX)



**Sandra Webb**  
**Office of the Chief Financial Officer**  
**Princeton Municipal Building**  
**400 Witherspoon Street**  
**Princeton, NJ 08540**  
**609-924-9183**  
**609-688-2033 (fax)**  
**[www.princetonnj.gov](http://www.princetonnj.gov)**

**Date:** June 28, 2019

**To:** Mayor & Council

**From:** Sandra Webb  
Chief Financial Officer

**Re:** Chapter 159

On Council's agenda for July 8, 2019 is a resolution to insert an item of revenue and appropriation into the 2019 Municipal Budget. Pursuant to N.J.S.A. 40A:4-87, a municipality may adopt this resolution, after the budget was adopted and the municipality has been notified of a grant that they are going to receive, which was unknown at the time of the budget preparation. This resolution allows the revenue to be anticipated and the appropriation to be spent.

This resolution is for funds received from the Solid Waste Administration – Clean Communities Grant. The funds are to be used for litter pick up and removal, equipment, material, supplies for litter clean up and graffiti abatement.



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 07/08/19 05:30 PM  
Department: Clerk

**RESOLUTION 19-211**

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**Resolution Authorizing the Payment of Bills and Claims**

WHEREAS, Chief Financial Officer, Sandra Webb has forwarded the bills and claims received for payment by the Municipality of Princeton for review and approval by the Mayor and Council; 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. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, 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 July 8, 2019.

\_\_\_\_\_  
Delores A. Williams, Municipal Clerk

**ATTACHMENTS:**

- Bill List - 7.8.19(PDF)

## List of Bills - Clearing Claims

Meeting Date: 07/08/2019 For bills from 06/25/2019 to 07/03/2019

Vendor	Description	Payment	Check Total
57 - AT&T	PO 30011 BLANKET/MONTHLY CHATGES	36.00	36.00
3451 - ATLANTIC DIAGNOSTIC LABORATORIES LL	PO 30058 BLANKET / LAB SCREENS	488.00	488.00
58 - AUTOMATIC COMMUNICATIONS	PO 29824 BLANKET / ALARM / LD	4,837.00	4,837.00
3469 - BALDINO, GIANLUCA	PO 30953 BLANKET - FIRE HOURS	84.00	84.00
3923 - BERCIAN, LESVIA	PO 31086 2019 SHOE REIMBURSEMENT	250.00	250.00
63 - BISH SALES & SERVICE	PO 30039 BLANKET / EQUIPMENT & MACHINERY PAR	38.00	38.00
1537 - BISHOP, SHIRLEY M., PP, LLC.	PO 30541 RESOLUTION # 2019-58 / AFFORDABLE H	860.42	860.42
463 - BRITTON INDUSTRIES, INC.	PO 29759 BLANKET / ROAD MAINTENANCE / LD	246.57	246.57
2382 - BROOKES, MARGARET	PO 31089 REIMBURSEMENT FOR FLAGS FOR PRIDE P	53.54	53.54
83 - BUCKS COUNTY INTERNATIONAL INC	PO 29632 BLANKET\TRUCK PARTS/EQUIPMENT	3,106.41	3,106.41
1945 - C&M AUTOMOTIVE WAREHOUSE	PO 29643 2019 BLANKET/ PARTS	97.74	97.74
1047 - CANON SOLUTIONS AMERICA, INC.	PO 30263 BLANKET /MAINTENANCE	410.80	410.80
1920 - CAVANAUGH'S INC.	PO 29756 BLANKET / PEST CONTROL / LD	860.00	860.00
1446 - CENTRAL JERSEY EQUIPMENT, LLC.	PO 29636 BLANKET\PARTS	676.52	676.52
96 - CENTRAL JERSEY WASTE & RECYCLING, I	PO 30590 RESOLUTION # 2018-406/SOLID & BULKY	24,477.88	24,477.88
3918 - CHAMBERLAIN, WILLIAM	PO 30990 BLANKET -FIRE HOURS	336.00	336.00
364 - CINTAS FIRST AID & SAFETY 105	PO 29755 BLANKET / FIRST AID & SAFETY / LD	2,699.46	
	PO 29755 BLANKET / FIRST AID & SAFETY / LD	153.53	
	PO 29755 BLANKET / FIRST AID & SAFETY / LD	85.34	2,938.33
117 - CRESTON, INC.	PO 29642 BLANKET/ PARTS AND SERVICE	2,664.20	2,664.20
3883 - CROSSROADS EDUCATION LLC	PO 31138 EMERGENCY MANAGEMENT TABLETOP DISCU	5,000.00	5,000.00
1849 - CUSTOM BANDAG, INC.	PO 29640 BLANKET/TIRE	349.92	349.92
2930 - CUSTOM CARE SERVICES, INC.	PO 30624 RESOLUTION # 2019-107 / MOWING SERV	9,825.00	9,825.00
1051 - DANDREA, ERNEST	PO 31173 3RD QRT RETIREE MED	3,137.52	3,137.52
2958 - DAVID WEBER OIL CO	PO 29851 2019 BLANKET FOR BULK OILS	4,083.96	4,083.96
1830 - DITSCHMAN-FLEMINGTON FORD	PO 29646 BLANKET/PARTS & SERVICE	723.31	723.31
1819 - EAST COAST FLAG & BANNER	PO 31051 3 X 5 US FLAGS	355.56	355.56
3835 - EASTERN WAREHOUSE DISTRIBUTORS	PO 30471 BLANKET / VEHICULAR PARTS / LD	29.85	29.85
3746 - EMY SOLUTIONS LLC	PO 28733 RESOLUTION 2018-270 & 2019-68 HAR	77,306.25	77,306.25
148 - FIRE & SAFETY SERVICES, LTD.	PO 30191 BLANKET - SERVICE	262.50	262.50
489 - FLEMINGTON CHEVROLET	PO 29656 BLANKET/ PARTS/SERVICE	791.98	791.98
152 - FLM GRAPHICS CORPORATION	PO 30499 BLANKET FOR PRINTING AND PAPER SUPP	295.00	295.00
159 - GANN LAW BOOKS	PO 30644 2019 PUBLICATIONS	458.50	458.50
2449 - GINOS AUTO BODY SHOP	PO 29667 2019 BLANKET FOR BODY WORK/PAINTING	6,113.80	6,113.80
170 - GRAINGER	PO 29754 BLANKET / GENERAL SUPPLIES & MATERI	380.56	
	PO 29706 BLANKET - TOOLS	321.48	702.04
172 - GREATER MERCER TMA	PO 30587 RESOLUTION # 2018-399 CROSSTOWN	7,482.00	7,482.00
2361 - GRIGGS FARM	PO 30044 BLANKET- HOA FEES	354.86	354.86
2098 - GROFF TRACTOR MID ATLANTIC LLC	PO 29687 BLANKET/PARTS	1,479.20	1,479.20
2782 - GROSSER, JEFFREY C.	PO 31144 MERCER COUNTY HEALTH OFFICER MEETIN	25.45	25.45
24 - GTBM (GOLD TYPE BUSINESS	PO 31123 SERVICE REQUEST FOR 911 PHONE CONSO	256.00	256.00
1717 - HARRY HAUSHALTER	PO 30150 RESOLUTION # 2019-7/ TAX APPEAL	7,842.50	7,842.50
2625 - HART, JASON	PO 31148 2019 EYEGLASS REIMBURSEMENT, 5/21/2	115.98	115.98
191 - HOME DEPOT/GEFC	PO 29798 BLANKET / SUPPLIES & MATERIALS / L	565.19	565.19
687 - IH ENGINEERS	PO 30829 TRAFFIC ENGINEERING REVIEW	4,637.10	4,637.10
2690 - INTERSTATE BATTERY	PO 29718 BLANKET/BATTERIES	44.95	44.95
3729 - IPS GROUP INC.	PO 28520 RESOLUTION # 2018-246/PARKING METER	11,750.55	11,750.55
307 - JANICE SOPRONYI-MOST	PO 31190 PETTY CASH REIMBURSEMENT/JM	154.58	
	PO 31190 PETTY CASH REIMBURSEMENT/JM	20.00	
	PO 31190 PETTY CASH REIMBURSEMENT/JM	137.16	311.74
212 - JOSEPH J. NEMES & SONS, INC.	PO 29616 BLANKET\ PARTS/EQUIPMENT	235.95	235.95
988 - K C SERVICE	PO 29722 SMALL ENGINE PARTS	1,280.51	1,280.51
1616 - KNESKI, PETER A.	PO 31181 RETIREE MED DENTAL APRIL, MAY & JUN	3,049.50	3,049.50
3852 - KOMPAN	PO 30229 MARY MOSS PLAYGROUND SAFETY IMPROVE	22,459.14	22,459.14
3647 - KORNGUT, LEWIS	PO 31112 SUBSTITUTE ACTING JUDGE MONDAY JUNE	300.00	300.00
75 - KOVI TOWING LLC	PO 29725 BLANKET/TOWING	610.00	610.00
2903 - KYOCERA DOCUMENT SOLUTIONS	PO 29601 BLANKET / SERVICES	3,999.10	3,999.10
3932 - LEONE, DANIEL & ROSEMARY	PO 31167 RELEASE OF PERFORMANCE BOND FOR 18	500.00	500.00
379 - MAGIC TOUCH CONSTRUCTION CO IN	PO 30540 RESOLUTION # 2019-34/PLUMBING SERVI	3,910.97	3,910.97
1570 - MAJESTIC OIL COMPANY	PO 29751 BLANKET / MOTOR FUELS / LD	6,813.15	6,813.15
251 - MAJOR POLICE SUPPLY	PO 31121 FIX ELECTRICAL ISSUES - K9 VEHICLE	264.00	264.00
1555 - MAYFLOWER CLEANERS LLC	PO 30527 BLANKET/DRY CLEANING	2,842.16	2,842.16
1553 - MCCAFFREYS MARKET	PO 30245 BLANKET/FOOD	19.26	19.26
3930 - MCCLATCHY, DAWN	PO 31149 ESCROW REFUND 17-290-20-018-655	2,002.50	2,002.50

## List of Bills - Clearing Claims

Meeting Date: 07/08/2019 For bills from 06/25/2019 to 07/03/2019

Vendor	Description	Payment	Check Total
265 - MCMANIMON SCOTLAND BAUMANN	PO 31093 Bond Counsel Services Rendered	600.00	
	PO 31093 Bond Counsel Services Rendered	3,600.00	4,200.00
266 - MCMASTER-CARR SUPPLY COMPANY	PO 29741 BLANKET/ TOOLS SUPPLY	496.40	496.40
1534 - MERCER COUNTY FIRE ACADEMY	PO 30308 BLANKET - TRAINING	75.00	75.00
282 - MERCER COUNTY IMPROV AUTHORITY	PO 29749 BLANKET / TRASH / LD	63,683.69	
	PO 30559 RESOLUTION # 2018-335	23,965.00	87,648.69
731 - MERCER COUNTY SHERIFF'S OFFICE	PO 31145 TRAFFIC CONTROL FOR VARIOUS LOCATIO	4,120.50	4,120.50
422 - MERCER GROUP INTERNATIONAL	PO 30556 RESOLUTION # 2018-369/ DUMPSTERS	2,370.00	2,370.00
1524 - MIDDLESEX WELDING SALES	PO 29738 BLANKET WELDING	143.04	143.04
295 - MILLER, PORTER & MULLER	PO 25116 BLANKET /LEGAL SERVICES	50.00	
	PO 29123 BLANKET - LEGAL SERVICES	2,205.00	
	PO 30569 RESOLUTION: 2018-402 - PHASE 2 PTS	2,415.00	
	PO 30882 RESOLUTION # 2019-64 / GENERAL RETA	3,024.00	7,694.00
1509 - MORGAN, CHRISTOPHER	PO 31129 ACCOMMODATIONS 2019 NUSACOP CONFERE	314.58	314.58
3933 - MR. JOHN CO., INC.	PO 29618 BLANKET / RENTAL FOR PARKS	1,152.35	
	PO 29673 BLANKET/MONTHLY RESTROOM CHARGE	40.00	1,192.35
1489 - NAPA AUTO PARTS	PO 29781 BLANKET PARTS	128.18	128.18
657 - NAPA SINCLAIR SUPPLY DIVISION	PO 31087 EXPLORER FRONT FLOOR MAT	1,264.17	1,264.17
3555 - NATIONAL AUTO FLEET GROUP	PO 28734 RESOLUTION # 2018-272 /	91,460.68	91,460.68
2519 - NATURE'S CHOICE CORPORATION	PO 29836 BLANKET / ROAD MAINTENANCE / LD	375.00	375.00
338 - NC JEFFERSON PLUMBING HEATING & A/C	PO 30077 BLANKET/CONTRACTED SERVICES	542.45	542.45
1033 - NEW JERSEY AMERICAN WATER	PO 31092 427 BRICKHOUSE RD-ACCT#101822002092	123.13	
	PO 31150 CP NORTH ACCT 1018210019280447	66.98	190.11
2470 - NEW JERSEY ASSOCIATION OF CHIEFS OF	PO 30896 107TH ANNUAL TRAINING CONFERENCE -	635.00	635.00
1439 - NJRPA	PO 31027 ANNUAL MEMBERSHIP (5 STAFFERS)	800.00	800.00
1921 - OCCUPATION MEDICINE SERVICES	PO 29803 BLANKET/APPOINTMENTS	3,485.00	3,485.00
2134 - OFFICE BASICS INC.	PO 29592 2019 BLANKET/COPY PAPER	986.79	
	PO 29659 BLANKET - COPY PAPER	281.94	1,268.73
1412 - PACCILLO, ANTHONY	PO 31122 2019 MEDICAL REIMBURSEMENT	900.00	900.00
591 - PACKET MEDIA LLC	PO 29988 2019 BLANKET/ADVERTISING	37.05	37.05
370 - PCH DEVELOPMENT CORPORATION	PO 30061 RESOLUTION # 2018-405/2019 PROFESSI	3,004.00	3,004.00
1055 - PENN MEDICINE PRINCETON HEALTH	PO 30385 BLANKET - PHYSICALS	4,769.00	4,769.00
3904 - PENNINGTON SEWING & VACUUM LLC	PO 30858 BLANKET / MATERIALS & SUPPLIES / LD	240.95	240.95
808 - POLAR INC.	PO 29773 BLANKET / WATER SERVICE / LD	134.40	134.40
2239 - POWER DETAILS	PO 31018 2019 ANNUAL SUBSCRIPTION AND LICENS	3,426.87	3,426.87
593 - PRINCETON PUBLIC SCHOOLS	PO 31060 SUMMER YOUTH EMPLOYMENT PROGRAM JOB	60.00	60.00
592 - PRINCETON PUBLIC LIBRARY	PO 31125 Complete Security Systems, Inc. PO	14,183.94	14,183.94
594 - PRINCETON SENIOR RESOURCE CENTER	PO 30851 RESOLUTION # 2019-128/ SENIOR PROGR	24,900.00	24,900.00
1277 - PRINCETON SUPPLY CORPORATION	PO 29772 BLANKET / JANITORIAL SUPPLIES / LD	407.52	
	PO 29772 BLANKET / JANITORIAL SUPPLIES / LD	1,689.39	2,096.91
628 - PRINCETON UNIVERSITY	PO 31176 RELEASE OF MAINTENANCE GUARANTY FOR	22,543.35	22,543.35
603 - PSE&G CO	PO 31091 134 GRIGGS DRIVE-ACCT#7406613202	85.04	
	PO 31115 GWAY ACCT 6572374009	1,216.12	
	PO 31151 HILLTOP ACCT 1301303305	859.49	
	PO 31168 HILLTOP ACCT 1301303305	930.93	3,091.58
1326 - R&H TRUCK PARTS AND SERVICE	PO 29809 BLANKET/SERVICE	270.00	270.00
2049 - REPUBLIC SERVICES #689	PO 29763 BLANKET / RECYCLING / LD	1,429.64	1,429.64
1204 - RIGGINS INC.	PO 29771 BLANKET / FUEL / LD	10,562.66	10,562.66
3897 - S OBRIEN ENTERPRISES LLC	PO 30781 GEOVISION PC- BASED DVR INTEL CORE	9,865.48	9,865.48
637 - SAMZIE'S UNIFORMS LTD.	PO 29729 BLANKET\UNIFORMS	1,792.43	
	PO 30143 BLANKET - UNIFORMS	298.00	2,090.43
3539 - SANTOS, ADAM	PO 31130 REIMBURSEMENT FOR OUT OF POCKET EXP	300.00	300.00
3341 - SETCOM CORPORATION	PO 31079 HELMET KIT - HALF SHELL HELMET KIT	295.70	295.70
467 - SEWPHISTICATION STATION LLC	PO 31048 BLANKET - APPAREL	1,675.35	1,675.35
1258 - SHAH, DHWANI	PO 30152 RESOLUTION # 2019-15\PSYCHIATRIC CO	2,000.00	2,000.00
648 - SHERWIN-WILLIAMS	PO 29925 BLANKET / REPAIR & MAINTENANCE / LD	576.44	576.44
1246 - SILAGYI JR, ERNEST G.	PO 31179 2ND QRTR RETIREE FAMILY MEDICAL &	1,900.20	1,900.20
835 - SOMERSET COUNTY EMERGENCY SERV	PO 30303 BLANKET - TRAINING	3,624.00	3,624.00
1229 - SPRING IRRIGATION CO	PO 30198 BLANKET/CONTRACTED SERVICES	715.00	715.00
702 - STAPLES BUSINESS ADVANTAGE	PO 30464 BLANKET/SUPPLIES	195.27	195.27
1691 - STATE OF NEW JERSEY	PO 31175 Catastrophic Illness Fund Assessmen	501.00	501.00
1995 - STOUTS II INC	PO 29817 BLANKET BUS REPAIR	7,243.02	7,243.02
688 - STRAIGHT EDGE STRIPING, LLC	PO 30853 RESOLUTION # 2019-137/ROAD STRIPING	34,531.35	34,531.35
748 - SUNSET CREATIONS INC.	PO 30666 RESOLUTION # 2019-115\ PLANTING	22,491.00	22,491.00

**List of Bills - Clearing Claims**

Meeting Date: 07/08/2019 For bills from 06/25/2019 to 07/03/2019

Vendor	Description	Payment	Check Total
750 - SUTTER, NICHOLAS	PO 31128 ACCOMMODATIONS 2019 NJSACOP CONFERE	314.58	314.58
533 - THE RODGERS GROUP, LLC	PO 30462 STRATEGIC PLAN/CONSULTANT REPORT FO	7,875.00	7,875.00
1017 - THOMSON REUTERS	PO 30162 BLANKET / OFFICE SUPPLIES	2,043.00	2,043.00
1184 - TORRES, CHRISTOPHER	PO 31085 REIMBURSEMENT FOR PART/JM	116.45	116.45
960 - TRANS UNION RISK	PO 30176 BLANKET/MONTHLY CHARGES	180.90	180.90
838 - TRAP ROCK INDUSTRIES, LLC	PO 30544 RESOLUTION # 2019-74	5,821.21	5,821.21
1173 - TRENTON BLOCK & HARDSCAPE	PO 30524 BLANKET / REPAIR & MAINTENANCE / LD	94.50	94.50
2592 - UNIFIRST CORPORATION	PO 29765 BLANKET / UNIFORMS / LD	173.88	
	PO 29765 BLANKET / UNIFORMS / LD	1,266.60	1,440.48
945 - VAN NOTE-HARVEY ASSOCIATES	PO 25979 RESOLUTION # 2017-280 & # 2018-168	405.00	405.00
408 - VECTOR SECURITY	PO 29768 BLANKET / ALARM / LD	92.50	92.50
962 - VERIZON	PO 30050 BLANKET/PHONE	1,843.89	1,843.89
751 - VERIZON	PO 30051 BLANKET/PHONE	1,519.97	1,519.97
959 - VERIZON WIRELESS	PO 30453 IPHONE CASE DEFENDER BLACK	194.97	194.97
959 - VERIZON WIRELESS	PO 31178 ACCOUNT #842046190-0001 MAY 11 - JU	3,846.20	3,846.20
1150 - VILLARUZ, ARTHUR	PO 31174 2ND QRT RETIREE MED	2,856.96	2,856.96
974 - VITAL COMMUNICATIONS, INC.	PO 29602 BLANKET / SERVICES	844.00	844.00
2 - W.B MASON	PO 29619 BLANKET/SUPPLIES	228.92	
	PO 29775 BLANKET / OFFICE SUPPLIES / LD	397.67	
	PO 29987 BLANKET/OFFICE SUPPLIES	82.83	
	PO 30068 BLANKET/OFFICE SUPPLIES	663.18	1,372.60
1024 - W.E. TIMMERMAN CO., INC.	PO 29850 BLANKET REPAIR/PARTS	2,076.95	2,076.95
1142 - WATCHUNG SPRING WATER	PO 29599 BLANKET/ WATER COOLERS	496.88	496.88
1959 - WINDSTREAM \ BROADVIEW NETWORKS	PO 31177 ACCOUNT #609-688-AAAJ 5/24/19 - 6/2	1,801.78	1,801.78
2677 - WIRELESS ELECTRONICS, INC.	PO 31050 MODEL: H985DD9PW5AN-APX6000SERIAL:	560.00	560.00
1783 - WOODWINDS	PO 31052 2019 SERVICE # 2	747.50	747.50
3215 - WSP USA INC.	PO 28850 RESOLUTION # 2018-295	1,836.35	
	PO 30155 RESOLUTION # 2019-40	29,254.41	31,090.76
1075 - YARDVILLE SUPPLY COMPANY	PO 29620 BLANKET/EQUIPMENT, SUPPLIES, TOOLS	289.82	
	PO 29774 BLANKET / SUPPLIES & MATERIALS / L	501.25	791.07
1116 - YOUNG, LILIAN	PO 31171 3RD QRT RETIREE MED - B	1,553.19	1,553.19
3762 - ZAVERI, DEV	PO 31146 REIMBURSEMENT FOR LUNCH AT PRINCETO	48.11	48.11
TOTAL			693,135.28

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-105-200	PERSONNEL - OE	2,532.89			
01-201-20-111-200	ADMINISTRATIVE & EXECUTIVE OE	20,325.00			
01-201-20-125-200	INFORMATION TECHNOLOGY - OE	8,525.97			
01-201-20-150-200	ASSESSMENT OF TAXES OE	7,842.50			
01-201-20-165-200	ENGINEERING SERVICES OE	410.80			
01-201-21-180-200	REGIONAL PLANNING BD. - TWP - OE	3,143.88			
01-201-23-220-200	EMPLOYEE GROUP INSURANCE OE	21,767.35			
01-201-25-240-200	POLICE OE	7,768.28			
01-201-25-265-200	FIRE OE	9,660.16			
01-201-25-267-200	FIRE FACILITIES OE	4,864.40			
01-201-25-268-200	FIRE INSPECTOR OE	2,993.06			
01-201-26-290-200	ROAD REPAIRS & MAINTENANCE OE	5,042.36			
01-201-26-305-200	GARBAGE & TRASH REMOVAL OE	113,556.21			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	12,798.64			
01-201-26-315-200	VEHICLE MAINT. - ADMIN. OE	10,408.36			
01-201-27-330-200	BOARD OF HEALTH OE	25.45			
01-201-27-331-200	SUZANNE PATTERSON CENTER OE	19,932.00			
01-201-27-345-200	HUMAN SERVICES OE	271.42			
01-201-27-346-200	JT DRUG ABUSE PROGRAM - TWP - OE	3,106.95			
01-201-28-370-200	JOINT RECREATION BOARD OE	1,683.05			
01-201-28-375-200	PARK MAINTENANCE OE	15,927.46			
01-201-31-440-200	TELEPHONE OE	8,828.40			
01-201-31-455-200	SEWER FACILITIES OPERATING OE	4,272.49			
01-201-31-460-200	GASOLINE OE	17,375.81			
01-201-36-476-200	UNEMPLOYMENT OE	501.00			

## Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-43-490-200	MUNICIPAL COURT OE	2,343.00			
01-260-05-100	DUE TO CLEARING/CLAIMS			0.00	305,906.89
<b>TOTALS FOR</b>	<b>CURRENT FUND</b>	<b>305,906.89</b>	<b>0.00</b>	<b>0.00</b>	<b>305,906.89</b>
02-213-44-911-301	CLEAN COMMUNITIES			2,076.95	
02-213-44-953-301	PEW CHARITABLE TRUSTS			5,000.00	
02-260-05-100	DUE TO CLEARING/CLAIMS			0.00	7,076.95
<b>TOTALS FOR</b>	<b>GRANT FUND</b>	<b>0.00</b>	<b>0.00</b>	<b>7,076.95</b>	<b>7,076.95</b>
04-215-14-025-000-000	Ordinance 2014-25 Various Imprv			5,821.21	
04-215-15-007-000-000	Ordinance 2015-7 Various Imprv			45,211.19	
04-215-15-009-000-000	Ordinance 2015-9 Sewer Trust Imprv			3,069.20	
04-215-16-020-000-000	Ordinance 2016-20 Various Imprv			5,672.38	
04-215-17-032-000-000	Ordinance 2017-32 NJ EIT			71,451.25	
04-215-17-037-000-000	Ordinance 2017-37 Various Capital Imprv			75,409.16	
04-215-17-038-000-000	Ordinance 2017-38 Library Improvements			2,167.50	
04-215-18-007-000-000	Ordinance 2018-7 Various Capital Imprv			107,597.62	
04-215-19-018-000-000	Ordinance 2019-18 Library Improvements			600.00	
04-215-19-019-000-000	Ordinance 2019-19 Sewer Trust			600.00	
04-215-19-020-000-000	Ordinance 2019-20 NJ EIT			600.00	
04-215-19-021-000-000	Ordinance 2019-21 Various Capital Imprv			600.00	
04-215-19-022-000-000	Ordinance 2019-22 Hale/Worths Mill (Hea)			1,200.00	
04-260-05-100	DUE TO CLEARING/CLAIMS			0.00	319,999.51
<b>TOTALS FOR</b>	<b>GENERAL CAPITAL FUND</b>	<b>0.00</b>	<b>0.00</b>	<b>319,999.51</b>	<b>319,999.51</b>
05-201-02-007-200	PARKING OE	1,757.96			
05-201-02-009-000	JITNEY EXPENSES	7,243.02			
05-260-05-100	DUE TO CLEARING/CLAIMS			0.00	9,000.98
<b>TOTALS FOR</b>	<b>PARKING UTILITY OPERATING FUND</b>	<b>9,000.98</b>	<b>0.00</b>	<b>0.00</b>	<b>9,000.98</b>
06-215-18-009-300	Ordinance 2018-09 Parking Improvements			11,750.55	
06-215-19-017-300	Ordinance 2019-17 Parking Improvements			600.00	
06-260-05-100	DUE TO CLEARING/CLAIMS			0.00	12,350.55
<b>TOTALS FOR</b>	<b>PARKING UTILITY CAPITAL FUND</b>	<b>0.00</b>	<b>0.00</b>	<b>12,350.55</b>	<b>12,350.55</b>
12-201-20-125-200	OPEN SPACE - OTHER EXPENSE - PARK MAINT	20.00			
12-260-05-100	DUE TO CLEARING/CLAIMS			0.00	20.00
<b>TOTALS FOR</b>	<b>OPEN SPACE FUND</b>	<b>20.00</b>	<b>0.00</b>	<b>0.00</b>	<b>20.00</b>
17-260-05-100	Due To Claims/Clearing			0.00	34,352.95
17-290-20-000-000	PROFESSIONAL FEES			11,309.60	
17-290-30-000-000	CERTIFICATE OF OCCUPANCY/STREET OPENINGS			500.00	
17-290-40-000-000	PERFORMANCE GUARANTEE			17,327.53	
17-290-50-000-000	INSPECTION FEES			5,215.82	
<b>TOTALS FOR</b>	<b>ESCROW</b>	<b>0.00</b>	<b>0.00</b>	<b>34,352.95</b>	<b>34,352.95</b>
40-201-20-105-200	AFFORDABLE HOUSING BOARD OE	4,427.45			
40-260-05-100	DUE TO CLAIMS/CLEARING			0.00	4,427.45
<b>TOTALS FOR</b>	<b>AFFORDABLE HOUSING UTILITY</b>	<b>4,427.45</b>	<b>0.00</b>	<b>0.00</b>	<b>4,427.45</b>

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
Total to be paid from Fund 01	CURRENT FUND	305,906.89			
Total to be paid from Fund 02	GRANT FUND	7,076.95			
Total to be paid from Fund 04	GENERAL CAPITAL FUND	319,999.51			
Total to be paid from Fund 05	PARKING UTILITY OPERATING FUND	9,000.98			
Total to be paid from Fund 06	PARKING UTILITY CAPITAL FUND	12,350.55			
Total to be paid from Fund 12	OPEN SPACE FUND	20.00			
Total to be paid from Fund 17	ESCROW	34,352.95			
Total to be paid from Fund 40	AFFORDABLE HOUSING UTILITY	4,427.45			
		693,135.28			

Checks Previously Disbursed

702	HOGANCAMP, STEPHEN	PO# 31185	1,369.08	7/02/2019
701	DEPOSITORY TRUST CO/CHASE	PO# 31124	27,400.00	7/01/2019
701	DEPOSITORY TRUST CO/CHASE	PO# 31124	260,550.00	7/01/2019
			289,319.08	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	261,919.08	305,906.89	567,825.97
Fund 02 GRANT FUND		7,076.95	7,076.95
Fund 04 GENERAL CAPITAL FUND		319,999.51	319,999.51
Fund 05 PARKING UTILITY OPERATING FUND		9,000.98	9,000.98
Fund 06 PARKING UTILITY CAPITAL FUND		12,350.55	12,350.55
Fund 12 OPEN SPACE FUND	27,400.00	20.00	27,420.00
Fund 17 ESCROW		34,352.95	34,352.95
Fund 40 AFFORDABLE HOUSING UTILITY		4,427.45	4,427.45
<b>BILLS LIST TOTALS</b>	<b>289,319.08</b>	<b>693,135.28</b>	<b>982,454.36</b>



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 07/08/19 05:30 PM  
Department: Engineering

**RESOLUTION 19-212**

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**Resolution Authorizing the Submittal of a Fiscal Year 2020 Municipal Aid Grant Application and Execution of a Grant Contract with the New Jersey Department of Transportation for Improvements to Mount Lucas Road (Stuart Road East to Municipal Border) (MA-2020-Princeton-00263)**

**WHEREAS**, the New Jersey Department of Transportation has solicited applications for funding under the Fiscal Year 2020 Municipal Aid Program from local government agencies; and

**WHEREAS**, Princeton has prepared a grant application to request funding to improve Mount Lucas Road from Stuart Road East to the municipal border with the Township of Montgomery; and

**WHEREAS**, the Mayor and Council of Princeton wish to endorse and support this grant application.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of Princeton formally approve the grant application for the above stated project.

**BE IT FURTHER RESOLVED** that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2020-Princeton-00263 to the New Jersey Department of Transportation on behalf of Princeton.

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

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

I, Delores A. Williams, 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 July 8, 2019.

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Delores A. Williams, Municipal Clerk