

PRINCETON COUNCIL
Monday, January 14, 2013, 7:00 p.m.
Princeton Municipal Complex
400 Witherspoon Street

STATEMENT CONCERNING NOTICE OF MEETING

PLEDGE OF ALLEGIANCE

ROLL CALL

1. CONSENT AGENDA – Contains items of a routine nature, which are approved by a single vote.

- a. Maintenance/Performance Guarantees
 - Tenacre Foundation, NW Addition and Cottages Site Plan; Access Management Site Plan, Reduction of Inspection fees to \$1,000.
 - Tenacre Foundation, Service Yard (Administrative Waiver), Reduction of Inspection Fees to \$1,000.
 - 343 Snowden Lane, Minor Subdivision, Performance Guaranty Reduction to a new amount of \$15,733.80
- b. Resolution Establishing Members of Hospital Rezoning Task Force
- c. Resolution Naming Jo Butler as Historic Preservation Commission Liaison
- d. Resolution Specifying Bernard P. Miller as Mayor's representative on Planning Board (Class I member) and Jenny Crumiller (Class III member)
- e. Resolution Cash Management Plan
- f. Resolution Amending the Princeton Municipal 911 Plan
- g. Appointments: Boards and Commissions
- h. Music Amplification Request: Valerie Werstler, for a wedding at Mountain Lakes, March 16, 2013, 2:00 p.m. to 11:00 p.m.
- i. Resolution: Hazard Mitigation Plan
- j. Resolution for Petty Cash
- k. Resolution Change Fund
- l. Resolution: Temporary budget for Current Fund
- m. Resolution: Temporary budget for Affordable Housing
- n. Resolution: Temporary budget for Parking Utility
- o. Change Order: Bregenzer Brothers, Inc., Witherspoon Municipal Building, Coping Repair, \$786.32, and New Contract Amount of \$24,406.32
- p. Resolution for Dedications by Rider
- q. Resolution: Banner Request, Community Options, Inc. for Cupid's Chase, over Washington Road, February 4-11, 2013
- r. Resolution: Appointing an Insurance Fund Commissioner and an Alternate Insurance Fund Commissioner to Serve on the Mid Jersey Municipal Joint Insurance Fund

s. Resolutions and Professional Services Agreements:

- Amy Gittel, D.O., Pediatrician for Well Baby Clinic, Not to Exceed \$4,380.00
- Hamilton Township Health Department, Prevention and Containment Services for Sexually Transmitted Diseases, Not to Exceed 1,200.
- Health Education Services, Public Education Services, Not to Exceed \$7,000.
- Deer Carcass Removal Services, LLC, Deer Removal Services, Not to Exceed \$3,000.
- SAVE, Shelter Services for 2013, Not to Exceed \$15,000.

2. COMMENTS FROM THE AUDIENCE

3. RESOLUTION AND AGREEMENT: Princeton University Contribution for 2013

4. WORK SESSION

- Transition Task Force Report <http://www.cgr.org/princeton/transition/docs/TTF%20Draft%20Report%20-%20Dec%202012.pdf>
- Posting/printing agenda policy
- Food Waste Program

5. ORDINANCE INTRODUCTION

- AN ORDINANCE ESTABLISHING A REGISTRATION FEE FOR THE PRINCETON FOOD WASTE RECYCLING PROGRAM AND AMENDING THE "CODE OF THE TOWNSHIP OF PRINCETON, NEW JERSEY, 1968".

6. REPORTS

7. CLOSED SESSION

Litigation/Personnel/Negotiations

8. ADJOURNMENT

RESOLUTION

MAYOR AND COUNCIL OF PRINCETON

WHEREAS, the Mayor and Council of Princeton wish to establish a task force to review the MMRO Ordinance for what is commonly known as the hospital site; and

WHEREAS, the task force will review the existing, separate Township and Borough ordinances for the hospital site and replace them with a single ordinance that reflects the consolidation of the two Towns. If determined to be desirable, the task force will recommend modifications to the ordinance that will provide guidance for the potential redevelopment of the site in a manner that incorporates the values of the Princeton community; and

WHEREAS the following persons are hereby appointed to the Hospital Rezoning Task Force:

Joseph Weiss

William Wolfe

Marvin Reed

Areta Pawlynsky

Jenny Crumiller, Council Member

Liz Lempert, Mayor

Bernie Miller, Council President and Task Force Chair

Lee Solow, Director of Planning

I, Linda S. McDermott, Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council at its meeting held January 14, 2013.

Linda S. McDermott

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, that the Council member listed below is appointed representative for 2013:

Historic Preservation Commission:

Jo Butler

I, Linda S. McDermott, Municipal Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council at its meeting held January 1, 2013.

Linda S. McDermott
Municipal Clerk

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, that the Council members listed below are appointed representatives for 2013:

Planning Board:

Bernard Miller, Class I

Jenny Crumiller, Class III

I, Linda S. McDermott, Municipal Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council at its meeting held January 1, 2013.

Linda S. McDermott
Municipal Clerk



Office of the Chief Financial Officer
Princeton Municipal Building
400 Witherspoon Street
Princeton, NJ 08540
609-924-9183
www.princetonnj.gov
swebb@princetonnj.gov

Date: January 10, 2013
TO: Mayor & Council
FROM: Sandra Webb, Chief Financial Officer
Re: Resolution Authorizing Cash Management Plan

On Council's agenda for January 14th is a resolution authorizing the Cash Management Plan. This plan is setup according to state statute and it sets the basis for deposits and investments. It identifies the accounts that are covered, the specific departments that have accounts and the designation of depositories. Further, it identifies the types of investments we are authorized to invest public funds in. Lastly, it identifies the type of reporting requirements that must be done.

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

RESOLUTION

WHEREAS, N.J.S.A. 40A:5-14 requires that the governing body must approve, by a majority vote, an annual cash management plan;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of Princeton that the Cash Management Plan, attached hereto, is hereby approved for the calendar year 2013 and that the Chief Financial Officer is directed to implement said Cash Management Plan in accordance with all applicable statutes.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, hereby certify that the foregoing resolution was adopted by the Mayor and Council of Princeton at its meeting held on the 14th day of January, 2013.

Linda S. McDermott, Clerk
Princeton

CASH MANAGEMENT PLAN OF PRINCETON, IN THE COUNTY OF MERCER, NEW JERSEY

I. STATEMENT OF PURPOSE

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of Princeton pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity, (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN

- A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of Princeton:

Current Fund, State and Federal Grant Fund, Animal Control Fund, Regular Trust Fund, Escrow Trust, Unemployment Trust Fund, Assessment Trust Fund, General Capital Fund, Affordable Housing Utility Operating Fund, Affordable Housing Utility Capital Fund, NJ EIT Capital Fund, Forfeiture Account, Claims Account, Flexible Spending Trust, Law Enforcement Trust, Landfill Closure Escrow Account, Developer Escrow Fund, Payroll Account, Zoning Planning Escrow Account, Sewer Trust, Parking Utility Operating Fund, Parking Utility Capital Fund and Open Space Fund.

- B. It is understood that this plan is not intended to cover certain funds and accounts of Princeton, specifically:

The following departments: Clerk, Construction Official, Corner House, Human Services, Joint Recreation Commission, Joint Regional Planning Board, Municipal Court, Police, Zoning Board, Health, Fire Safety, Sewer and Engineering

III. DESIGNATION OF OFFICIALS OF PRINCETON AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN

The Chief Financial Officer of Princeton and the Director of Finance (the "Designated Official") are hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such deposits or any Permitted Investments, such officials of Princeton are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made, a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgment kept on file with such officials.

IV. DESIGNATION OF DEPOSITORIES

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of deposit which are not otherwise invested in Permitted Investments as provided for in this Plan:

The Bank of Princeton, Bank of America, Sovereign Bank, Wachovia Bank, TD Bank, J.P. Morgan/Chase, PNC Bank - New Jersey, Hopewell Valley Community Bank, Sun National Bank, New Jersey Cash Management Fund and Any other bank meeting the requirements of the Governmental Unit Deposit Protection Act, N.J.S.A. 17:9-41, et seq. ("GUDPA")

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official(s) referred to in Section III above.

V. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIALS MAY DEAL

The following brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the Designated Official(s) Princeton referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official(s) referred to in Section III above.

UBS, Morgan Stanley, Merrill Lynch.

VI. AUTHORIZED INVESTMENTS

A. Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
- (2) Government money market mutual funds;
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;

- (4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
- (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by local Units;
- (6) Local government investment pools;
- (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or
- (8) Agreements for the repurchase of fully collateralized securities if:
 - (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection A;
 - (b) the custody of collateral is transferred to a third party
 - (c) the maturity of the agreement is not more than 30 days;
 - (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L.1970, c.236 (C.17:9-41); and
 - (e) a master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

Government Money Market Mutual Fund:

An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940," 15 U.S.C. sec. 80a-operated in accordance with 17 C.F.R. sec. 270.2a-7.
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) which has:
 - (i) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
 - (ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940," 15 U.S.C. sec. 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool:

An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968,c.410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
- (e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this state, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

B. Notwithstanding the above authorization, the monies on hand in the following funds and accounts shall be further limited as to maturities, specific investments or otherwise as follows:

New Jersey Wastewater Treatment Trust Loan proceeds:
Interest earned may not exceed 7.238994%

VII. CONFLICTS OF INTEREST:

None of the Designated Official(s) listed in Section III above, or any governing body member of Princeton has any conflict of interest with respect to the banks, financial institutions or brokerage firms listed in Sections IV and V above.

VIII. SAFEKEEPING, CUSTODY, PAYMENT AND ACKNOWLEDGMENT OF RECEIPT OF PLAN

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by Princeton, then such instrument or security shall be covered by a custodial agreement with an independent third

party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of Princeton to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the Princeton or by a third party custodian prior to or upon the release of the Princeton's funds.

To assure that all parties with whom Princeton deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official(s).

IX. REPORTING REQUIREMENTS

On the first day of each month during which this Plan is in effect, the Designated Official(s) referred to in Section III hereof shall supply to the governing body of Princeton a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of Princeton as a deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the governing body of Princeton.

X. TERM OF PLAN

This Plan shall be in effect from January 1, 2013 to December 31, 2013. Attached to this Plan is a resolution of the governing body of Princeton approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the governing body of Princeton, the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

PRINCETON POLICE DEPARTMENT

MEMORANDUM

TO: Ms. Linda McDermott

FROM: Captain Nicholas Sutter

DATE: January 4, 2013

SUBJECT: Princeton Municipal 9-1-1 Plan



As a result of the police communications consolidation, the municipality is required to revise and amend what was the existing Princeton Township 9-1-1 plan. Mr. Robert McQueen and Mr. Curtis Berry consulted with the New Jersey Office of Emergency Telecommunications as well as the Mercer County 9-1-1 coordinator. Additionally, Mr. Curtis Berry completed the revised plan that you will find attached. I have been advised that the final step in this process is to have the plan placed on the Municipal Consent Agenda.

As the designated 9-1-1 coordinator I have signed the document indicating the departmental approval of the plan. Thank you for your consideration.

RESOLUTION

IN SUPPORT OF REVISED EMERGENCY 9-1-1 PLAN

WHEREAS, the Borough of Princeton and Township of Princeton consolidated on January 1, 2013; and

WHEREAS, the police departments and communications centers of the former existing municipalities consolidated on January 1, 2013; and

WHEREAS, the New Jersey Office of Emergency Telecommunication Services regulation 17:24-5.3 requires every municipality that maintains a Public Safety Answering Point to approve and submit to the County 9-1-1 Coordinator a written 9-1-1 plan; now therefore be it

RESOLVED, that the governing body of Princeton approves the revised 9-1-1 plan as submitted; and be it finally

RESOLVED, that certified copies of this resolution be forwarded to the Mercer County 9-1-1 Coordinator and the New Jersey Office of Emergency Telecommunication Services.

I, Linda S. McDermott, Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council at its meeting held January 14, 2013.

Linda S. McDermott

PRINCETON MUNICIPAL 9-1-1 PLAN

Dear Mercer County 9-1-1 Coordinator:

The governing body of Princeton wishes to submit the 9-1-1 Emergency Number Plan for our municipality in compliance with the implementation of the Statewide 9-1-1 Enhanced Emergency Telephone Network. Princeton has decided to establish and maintain a PSAP for our municipality. This decision was made after consultation with all Emergency Services of our municipality. The PSAP will serve a population base of 28,572 people.

Municipal PSAP

Our PSAP will be utilized solely by our municipality and will be located at Princeton Police Department 1 Valley Rd Princeton NJ 08542. We have determined that due to our anticipated 9-1-1 call volume of 32 calls per 24 hours with an average hold-time of ten seconds, we will need two incoming 9-1-1 trunks and two call-takers to meet the Operational Standards of the 9-1-1 Regulations. The PSAP will utilize Zetron Integrator911 9-1-1 telephone answering equipment. All 9-1-1 telephone lines will be connected to a Nice Nicelog logging recorder, and all operator positions will be connected to Zetron IRR instant playback recorders.

The organizational characteristics of our PSAP and PSDP are as follows: Princeton Police Department will be the operating authority for this PSAP and PSDP.

Alternate PSAPS

In the event of a call overflow or equipment malfunction, we have selected the alternates listed in **Chart 2 - 9-1-1 Service Call-Routing**. The Alternate PSAPs listed have agreed to serve as alternates for our PSAP. .

Default PSAP

If in the event of a failure of the 9-1-1 network, we would like our municipal 9-1-1 calls to be default routed to 609-921-2100. This number will be maintained in the future and is immediately available for emergency requests.

PSDPs

The PSDP needs of our emergency services will be met by the following method of operation:

Police Dispatch

A) All 9-1-1 calls requiring dispatch of Police will be handled by the Direct Dispatch method by the PSAP Call-taker requiring no transfers or additional phone lines.

Fire Dispatch

All 9-1-1 calls requiring dispatch of Fire services will be Call-transferred to Mercer County Central Fire Communications with enhanced 911 equipment.

Our calculations indicate the Fire PSDP will require two of these lines to meet the operational standards.

EMS Dispatch

All 9-1-1 calls requiring dispatch of Emergency Medical Services will be handled by the direct dispatch method by the PSAP Call-taker who has met the requirements of the 9-1-1 Regulations for medical dispatchers. This method requires no transfers or additional phone lines.

Loss of Commercial Power

In the event of the loss of commercial power, continuation of essential services will be provided by:

The use of a dedicated, on premise back-up generator immediately available to PSAP personnel for connection to essential electrical circuits.

Alternate Communications Links

To allow for continuing communications in the event that 9-1-1 calls cannot be transferred among PSAPs and/or PSDPs, inter-agency communications will continue by the use of seven digit telephone lines, SPEN radio, Mercer County Crime Alert radio, and Mercer County Communications System Radio.

TDD/TTY CALLS

Accommodations for the TDD caller will be provided by:

A) an on premise TDD terminal capable of producing a hard copy printout, with Hopewell Twp. providing back-up service should the need arise; or,

Language Interpreter

As indicated by the most recent census our municipality has in excess of 5% non-english speaking population and will:

B) have a language interpreter immediately available, under contract, by telephone conference call.

Equipment

All equipment connected to the 9-1-1 network will meet or exceed **BELLCORE Standards TR-TSY-000350, issue 1, November 1987**. Detailed information on all PSAP equipment is enclosed.

Training

While the training requirements for Call-takers and Dispatchers must be met prior to cutover, to assist OETS in course scheduling, it should be known that we don't anticipate any employees will require telecommunicator training or will require EMD training.

Should any further information be needed please contact Captain Nicholas Sutter our Municipal 9-1-1 Coordinator at 609-921-2100. It is understood that any changes to this plan will require an amendment.

Sincerely,

DRAFT

Mayor and Council PRINCETON

RESOLUTION

BE IT RESOLVED by the Mayor and Council of Princeton:

The following persons are hereby appointed to Princeton Boards, Commissions and Committee:

| Board, Commission & Committee | Term of Office |
|--|-----------------------|
| HEALTH | |
| Rick Weiss | 1 year |
| Laura H. Kahn, MD | 1 year |
| ZONING | |
| Richard Kahn | 4 years |
| CORNER HOUSE | |
| Cecilia Mathews | 2 years |
| Linda Eckert | 2 years |
| Shyam Modi | 1 year |
| Cheryl Horan | 1 year |
| CABLE TV | |
| Charles Creesy | 3 years |
| Jesse Lerman | 3 years |
| Donna Liu | 2 years |
| Peter Thompson | 2 years |
| Serge Suarez | 1 year |
| RECREATION | |
| Matt Frawley | 3 years |
| Lesley Germaine* | 2 years |
| Tom Zucosky* | 1 year |
| Veronica Olivares-Weber | 1 year |

* Management Committee

AFFORDABLE HOUSING

Alvin McGowen

3 years

Kate Warren

1 year

ALT1: Marilyn Rovira

2 years

ALT2: Mohammed Omar Nishtar

1 year

HOUSING AUTHORITY

Leighton Newlin

5 years

LOCAL IMPROVEMENT BOARD

Robin Wallack

2 years

Patrick McLaughlin

1 year

T&T COMMITTEE

Robert Altman

2 years

TRANSIT TASK FORCE

Nat Bottigheimer

CONSTRUCTION BOARD OF APPEALS

Bruce Jefferson

3 years

DRAFT



Message

Wed, Jan 02, 2013 10:53 AM

From:  **vwerstler@gmail.com**

To:  **Linda McDermott**

Subject: **Music Amplification Application**

Visitor's IP: 165.230.149.98

The Music Amplification Application was sent using the web site online musicmail form.

Name: Valerie Werstler
Address: 83 Valley Road
City: Princeton
State: NJ
Zip: 08540

Phone: 609-933-9048

E-mail: vwerstler@gmail.com

Location: Mountain Lakes Nature House and Grounds
Event date: March 16, 2013
Type of event: Wedding
Hours: 2-11 pm
Type of music: recorded
Where played: Outside

Memo

To: Robert Bruschi
From: Robert Gregory
CC: Linda McDermott
Date: 1/10/2013
Re: Adopting the Mercer County Disaster Hazard Mitigation Plan

Over the past several years all of the municipalities in Mercer County have participated with the Mercer County Office of Emergency Management in the development of a Multi-Jurisdictional Natural Hazard Mitigation Plan. The Plan identifies actions, plans or projects by municipality for consideration and possible implementation using future FEMA mitigation grants as they become available. In order for Princeton to qualify for FEMA mitigation grants as they become available, Princeton, along with all the other participating jurisdictions within the County, must formally adopt by Resolution the FEMA-approved Mercer County Multi-Jurisdictional Natural Hazard Mitigation Plan. The Adoption Resolution does not incur any cost to Princeton for participation in this program. It does however ensure that as future mitigation grants become available Princeton will be eligible to apply for and potentially be awarded FEMA mitigation grants. The accompanying Resolution references and adopts the Mercer County Multi-Jurisdictional Natural Hazard Mitigation Plan by the Princeton Council.

RESOLUTION
MAYOR AND COUNCIL OF PRINCETON

RESOLUTION ADOPTING THE MERCER COUNTY, NEW JERSEY
DISASTER HAZARD MITIGATION PLAN

WHEREAS, Princeton is vulnerable to damages from natural hazard events which pose a threat to public health and safety and could result in property loss and economic hardship; and

WHEREAS, a Multi-Jurisdictional All Hazards Pre-Disaster Mitigation Plan (the Plan) has been developed through the work of the Mercer County Hazard Mitigation Working Group and interested parties within Mercer County; and

WHEREAS, the Plan recommends hazard mitigation actions that will protect people and property affected by natural hazards occurring within Princeton, that will reduce future public, private, community and personal costs of disaster response and recovery; and that will reinforce Princeton's leadership in emergency preparedness efforts; and

WHEREAS, the Disaster Mitigation Act of 2000 (P.L. 106-390) (DMA 2000) and associated Federal regulations published under 44 CFR Part 201 require Princeton to formally adopt a Hazard Mitigation Plan subject to the approval of the Federal Emergency Management Agency to be eligible for federal funds for hazard mitigation projects and activities; and

WHEREAS, public meetings have been held by Mercer County to receive comment on the Plan as required by DMA 2000;

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

1. The Mayor and Council of Princeton adopts the Mercer County, New Jersey Pre-Disaster Hazard Mitigation Plan, dated June 27, 2011 as this jurisdiction's official Hazard Mitigation Plan, and resolves to execute the actions of the Plan.
2. The Princeton officials identified in the Mitigation Action Plan (Section 6) are hereby directed to implement the recommended actions assigned to them. These officials will report quarterly on their activities, accomplishments, and progress to the Princeton Office of Emergency Management and the Administrator and/or his designee.
3. The Princeton Office of Emergency Management will provide annual progress reports on the status of implementation of the Plan to the Princeton Council. This report shall be submitted to the Princeton Council by March 31st of each year.
4. The Borough of Pennington Office of Emergency Management will undertake periodic updates of the Plan in concert with the Mercer County Office of Emergency Management as indicated in the Plan Maintenance Program (Section 7) but no less frequent than every five years.

I, Linda S. McDermott, Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council at its meeting held January 14, 2013.

Linda S. McDermott



Office of the Chief Financial Officer
Princeton Municipal Building
400 Witherspoon Street
Princeton, NJ 08540
609-924-9183
www.princetonnj.gov
swebb@princetonnj.gov

Date: January 8, 2013

TO: Mayor & Council

From: Sandra Webb,
Chief Financial Officer

Re: Resolution to Establish Petty Cash Application

On Council's agenda for January 14th is a resolution authorizing an application to establish petty cash funds for the Departments of Municipal Clerk, Police, Infrastructure & Facilities and Parking Operations. This petty cash allows a limited sum of cash on hand to make purchases of small items, such as vehicle registrations, without having to prepare a purchase order and issue a check for nominal amounts. This is especially critical when the purchases that are needed in an expeditious manner.

**RESOLUTION 2013
OF THE MAYOR AND COUNCIL
OF PRINCETON
APPROVING THE APPLICATION TO ESTABLISH A PETTY CASH FUND**

WHEREAS, N.J.S.A. 40A:5-21 provides for the application for permission to establish a petty cash fund for the following office or departments and amount:

| | |
|--|----------|
| Linda McDermott, Municipal Clerk | \$400.00 |
| David Dudeck, Chief of Police | \$400.00 |
| Robert Hough, Infrastructure & Facilities | \$400.00 |
| William Moraski, Superintendent of Parking Oper. | \$400.00 |

WHEREAS, the petty cash fund will be used by such office or department to pay for small purchases of items and supplies, and;

WHEREAS, certification is hereby made that the person having custody of the fund will be bonded with surety in an amount not less than \$1,000 or the amount of the fund, whichever is greater;

NOW, THEREFORE, BE IT RESOLVED that this application was authorized at a meeting of Council of Princeton and upon approval of the Director of Local Government Services, authorization will be given for the issuance of a check to the fund custodian in the amounts set in this resolution.

I, Linda S. McDermott, Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council at its meeting held January 14, 2013.

Linda S. McDermott



Office of the Chief Financial Officer
Princeton Municipal Building
400 Witherspoon Street
Princeton, NJ 08540
609-924-9183
www.princetonnj.gov
swebb@princetonnj.gov

Date: January 8, 2013
TO: Mayor & Council
From: Sandra Webb,
Chief Financial Officer
Re: Resolution for Change Fund

On Council's agenda for January 14th is a resolution authorizing a change fund for the Municipal Clerk, Police and Infrastructure & Facilities. This fund is to be used strictly to provide change. We are going to have one in each of the buildings to make it easier for people coming into the building to get change of larger currency bills when paying for services.

**RESOLUTION 2013
OF THE MAYOR AND COUNCIL
OF PRINCETON
AUTHORIZING A CHANGE FUND FOR MUNICIPAL CLERK,
POLICE AND INFRASTRUCTURE & FACILITIES**

WHEREAS, the Director of the Division of Local Government Services may approve the authorization of a change fund; and

WHEREAS, said change fund is authorized strictly to provide change for larger denomination of currency.

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 change funds in the amount of \$50.00 each for Municipal Clerk and Police and \$100.00 for the Infrastructure & Facilities.

I, Linda S. McDermott, Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council at its meeting held January 14, 2013.

Linda S. McDermott



Office of the Chief Financial Officer
Princeton Municipal Building
400 Witherspoon Street
Princeton, NJ 08540
609-924-9183
www.princetonnj.gov
swebb@princetonnj.gov

Date: January 8, 2013

TO: Mayor & Council

FROM: Sandra Webb, Chief Financial Officer

Re: Resolution for Current Fund, Affordable Housing Utility Fund and Parking Utility Fund Temporary Budgets

On Council's agenda for January 14th are resolutions authorizing temporary budget appropriations for Current Fund, Parking Utility Fund and Affordable Housing Utility Fund. These types of resolutions are allowed pursuant to NJSA 40A:4-19, which allows contracts, commitments or payments to be made prior to the final adoption of the budget and will also allow Princeton Department to continue their operations. According to this statute, we are allowed to approve this resolution during the first thirty days of the fiscal year at 26.25% of the prior year's total adopted budget. In the case of Current Fund Temporary Budget appropriations, there are exclusions for capital improvement fund, debt service and public assistance. Not all appropriations are exactly 26.25% of the prior years' budgets. For example, with Garbage and Trash pickup expanding within the new community, we provided a slightly larger budget appropriation than we had last year, but we made offsetting cuts elsewhere.

**RESOLUTION 2013
OF THE MAYOR AND COUNCIL
OF PRINCETON
APPROVING THE CURRENT FUND
TEMPORARY BUDGET FOR 2013**

WHEREAS, N.J.S.A. 40A:4-19 provides that where any contract, commitment or Payments are to be made prior to the final adoption of the 2013 budget, temporary appropriations should be made for the purpose and amounts required in the manner and time therein provided: and

WHEREAS, the date as this resolution is within the first thirty days of January 2013 and;

WHEREAS, the total appropriations in the 2013 budget, exclusive of any appropriations made for interest and debt redemption charges, capital improvement fund and public assistance, is the sum of \$13,550,050.00

WHEREAS, twenty-six and one quarter percent of the total appropriations in the 2012 budget, exclusive of any appropriations made for interest and debt redemption charges, capital improvement fund and public assistance in said 2012 budget is the sum of \$13,646,867.22

NOW, THEREFORE, BE IT RESOLVED that the following appropriations be made attached hereto and that a certified copy of this resolution be transmitted to the Chief Financial Officer and Division of Local Government Services for their records.

I, Linda S. McDermott, Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council at its meeting held January 14, 2013.

Linda S. McDermott

**2013 Temporary Current Fund Municipal Budget Appropriations
Princeton**

| Appropriations | Temp. 01/14/13 |
|--------------------------------|---------------------------|
| General Government | |
| Mayor & Council | |
| Salaries and Wages | 15,750.00 |
| Other Expenses | 50,000.00 |
| Administrative and Executive | |
| Salaries and Wages | 55,800.00 |
| Other Expenses | 33,000.00 |
| Hazardous Bus Routing | |
| Other Expenses | 55,900.00 |
| Municipal Clerk | |
| Salaries and Wages | 70,900.00 |
| Other Expenses | 15,200.00 |
| Human Resources (Personnel) | |
| Other Expenses | 11,100.00 |
| Elections | |
| Salaries and Wages | 900.00 |
| Other Expenses | 3,200.00 |
| Information Technology | |
| Salaries and Wages | 51,200.00 |
| Other Expenses | 78,700.00 |
| Financial Administration | |
| Salaries and Wages | 154,800.00 |
| Miscellaneous Other Expenses | 8,100.00 |
| Audit | 15,700.00 |
| Assessment of Taxes | |
| Salaries and Wages | 39,700.00 |
| Other Expenses | 6,200.00 |
| Collection of Taxes | |
| Salaries and Wages | 40,200.00 |
| Other Expenses | 5,400.00 |
| Consolidation Commission | |
| Salaries and Wages | 600.00 |
| Other Expenses | 400.00 |
| Legal Services and Costs | |
| Salaries and Wages | - |
| Other Expenses | 100,000.00 |
| Municipal Prosecutor | |
| Other Expenses | 15,700.00 |
| Engineering Services and Costs | |
| Salaries and Wages | 211,300.00 |
| Other Expenses | 18,300.00 |
| Legal Services | |
| Defense of Tax Appeals | 6,500.00 |
| Municipal Court | |
| Salaries and Wages | 104,500.00 |
| Other Expenses | 8,500.00 |
| Public Defender | |
| Other Expenses | 13,100.00 |
| Public Buildings and Grounds | |

**2013 Temporary Current Fund Municipal Budget Appropriations
Princeton**

| Appropriations | Temp. 01/14/13 |
|--|---------------------------|
| Salaries and Wages | 149,700.00 |
| Other Expenses | 102,500.00 |
| Municipal Land Use Law | |
| Planning Board (Joint) | |
| Salaries and Wages | 56,500.00 |
| Other Expenses | 13,100.00 |
| Environmental Commission | |
| Salaries and Wages | 900.00 |
| Other Expenses | 700.00 |
| Shade Tree Commission | |
| Salaries and Wages | 53,400.00 |
| Other Expenses | 6,700.00 |
| Zoning Board | |
| Salaries and Wages | 56,100.00 |
| Other Expenses | 6,500.00 |
| Sustainable Princeton | |
| Other Expenses | 7,800.00 |
| Historic Sites Office | |
| Salaries and Wages | 200.00 |
| Other Expenses | 8,200.00 |
| Insurance | |
| Liability Insurance | 144,400.00 |
| Workers Compensation Insurance | 124,800.00 |
| Employee Group Insurance | 1,250,500.00 |
| PUBLIC SAFETY | |
| Fire | |
| Salaries and Wages | 43,300.00 |
| Other Expenses | |
| Fire Hydrant Service | 177,100.00 |
| Miscellaneous Other Expenses | 59,600.00 |
| Fire Facilities | 32,300.00 |
| LOSAP Alternative | 11,800.00 |
| Police | |
| Salaries and Wages | 1,796,200.00 |
| Other Expenses | 95,300.00 |
| Fire Inspectors / Uniform Fire Safety | |
| Salaries and Wages | 96,000.00 |
| Other Expenses | 5,500.00 |
| Emergency Management Services | |
| Other Expenses | 2,200.00 |
| STREETS AND ROADS | |
| Road Repair and Maintenance | |
| Salaries and Wages | 460,300.00 |
| Other Expenses | 70,200.00 |
| Street Lighting | |
| Other Expenses | 76,100.00 |
| Mechanics | |
| Salaries and Wages | 74,600.00 |
| Other Expenses | 56,400.00 |

**2013 Temporary Current Fund Municipal Budget Appropriations
Princeton**

| Appropriations | Temp. 01/14/13 |
|--|---------------------------|
| Maintenance of Sewerage Facilities | |
| Salaries and Wages | 148,000.00 |
| Other Expenses | 42,200.00 |
| Sewer System | |
| Other Expenses | 5,000.00 |
| Garbage and Trash Removal | |
| Other Expenses | 573,900.00 |
| Solid Waste Disposal | |
| Salaries and Wages | 8,400.00 |
| Other Expenses | 39,100.00 |
| NJ PEOSHA | |
| Other Expenses | - |
| HEALTH AND WELFARE | |
| Board of Health | |
| Salaries and Wages | 74,900.00 |
| Other Expenses | 19,600.00 |
| Other Expenses - Flu Program | 2,800.00 |
| Animal Control | |
| Salaries and Wages | 14,900.00 |
| Other Expenses | 2,500.00 |
| Save Boarding Costs & Animal Care | |
| Other Expenses | 1,300.00 |
| Deer Management Program | |
| Salaries and Wages | 5,200.00 |
| Other Expenses | 5,200.00 |
| Worker's Right to Know | |
| Other Expenses | 200.00 |
| Contribution to Affordable Housing | |
| Other Expenses | - |
| Parks & Playgrounds | |
| Other Expenses | 5,500.00 |
| Drug Abuse Program (Corner House) | |
| Salaries and Wages | 29,800.00 |
| Other Expenses | 72,100.00 |
| RECREATION AND EDUCATION | |
| Joint Recreation Board - Borough's Share | |
| Salaries and Wages | 188,000.00 |
| Other Expenses | 53,000.00 |
| Celebration of Public Events | |
| Other Expenses | 1,900.00 |
| Senior Citizens Program | |
| Salaries and Wages | 2,600.00 |
| Other Expenses | 52,200.00 |
| Department of Human Services | |
| Salaries and Wages | 23,900.00 |
| Other Expenses | 4,600.00 |
| Uniform Construction Code Official | |
| Construction Official | |
| Salaries and Wages | - |

**2013 Temporary Current Fund Municipal Budget Appropriations
Princeton**

| Appropriations | Temp. 01/14/13 |
|---|---------------------------|
| Other Expenses | - |
| Unclassified | |
| Salary & Wage Adjustment | - |
| Condominium Service Reimbursement | 65,600.00 |
| Utilities | |
| Gasoline | 77,400.00 |
| Telephone | 29,600.00 |
| Electric & Gas | 89,200.00 |
| Natural Gas | 19,600.00 |
| Water | 5,500.00 |
| Accumulated Sick Leave | - |
| Statutory Expenditures | |
| Contribution to: | |
| Social Security System | 262,500.00 |
| Police & Firemen's Retirement System | 1,591,452.00 |
| Public Employees Retirement System | 1,386,648.00 |
| Cons. Police & Firemen's Penion Fund | 25,000.00 |
| Defined Contribution Retirement Plan | 1,000.00 |
| State Unemployment Insurance | 13,100.00 |
| SUBTOTAL APPRS.: INSIDE CAP | 11,172,950.00 |
| OPERATIONS - EXCLUDED FROM CAP | |
| Maintenance of Joint Free Public Library | 1,112,300.00 |
| Stony Brook Regional Sewerage Authority | 1,101,000.00 |
| Reserve for Tax Refund | - |
| Stony Brook Sewer Industrial User Fee | 6,500.00 |
| Implementation & Maintenance of 911 Communication System | |
| Police | |
| Salaries and Wages | 157,300.00 |
| Other Expenses | - |
| Public and Private Programs Offset by Revenues | |
| Matching Funds for Grants | - |
| Bonner Foundation | - |
| Princeton University - Fire | - |
| Princeton University Street Lighting | - |
| Alcohol Education Rehabilitation Grant | - |
| Body Armor Grant | - |
| Clean Communities Program | - |
| Cops in Shops | - |
| Fire Fighter Grant | - |
| State Health Grant H1N1 | - |
| Donations-Fire Director | - |
| Edward Byrne Memorial Justice Assitance | - |
| Corner House Fo.-Mercer Reg. Drug Tre. | - |
| Drug Program-Cranbury Intervention Pr. | - |
| Princeton Reg. Muni. Alliance Program | - |
| Drug Program-State of New Jersey | - |
| Drug Program-Mercer County | - |

**2013 Temporary Current Fund Municipal Budget Appropriations
Princeton**

| Appropriations | Temp. 01/14/13 |
|---|---------------------------|
| Academic Success Today | - |
| Mercer County-Motivation 180 | - |
| Mercer County-PYP Program | - |
| Unappropriated Reserve DWI | - |
| Recycling Tonnage Grant | - |
| NJ DEP Grants | - |
| Drug Program-NJMSPLI | - |
| Drug Program-STAR | - |
| Drug Program-State of NJ-Vicinage Prog. | - |
| Over the Limit | - |
| Sustainable Princeton Grant | - |
| Open Space Assistance | - |
| Deferred Charges | |
| Emergency Authorization | - |
| Special Emergency | - |
| Subtotal Outside CAP | 2,377,100.00 |
| | |
| Reserve for Uncollected Taxes | 0.00 |
| | |
| Subtotal General Appropriations | 13,550,050.00 |
| | |
| Capital Improvements | |
| Capital Improvement Fund | 600,000.00 |
| Green Acres | 458,000.00 |
| Municipal Debt Service | |
| Payment of Bond Principal | 6,900,000.00 |
| Interest on Bonds | 2,898,000.00 |
| Payment of Bond Anticipation Notes | - |
| Interest on Notes | 40,000.00 |
| Environmental Infrastructure Loan Program | 1,325,200.00 |
| | |
| Total Appropriations | 25,771,250.00 |

**RESOLUTION 2013
OF THE MAYOR AND COUNCIL
OF PRINCETON
APPROVING THE AFFORDABLE HOUSING OPERATING
TEMPORARY BUDGET FOR 2013**

WHEREAS, N.J.S.A. 40A:4-19 provides that where any contract, commitment or payments are to be made prior to the final adoption of the 2013 budget, temporary appropriations should be made for the purpose and amounts required in the manner and time therein provided: and

WHEREAS, the date as this resolution is within the first thirty days of January 2013 and;

WHEREAS, the total appropriations in the 2013 budget, exclusive of any appropriations made for interest and debt redemption charges, is the sum of \$252,600.00

WHEREAS, twenty-six and one quarter percent of the total appropriations in the 2012 budget, exclusive of any appropriations made for interest and debt redemption charges in said 2012 budget is the sum of \$252,729.75

NOW, THEREFORE, BE IT RESOLVED that the following appropriations be made attached hereto and that a certified copy of this resolution be transmitted to the Chief Financial Officer and Division of Local Government Services for their records.

I, Linda S. McDermott, Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council at its meeting held January 14, 2013.

Linda S. McDermott

2013 Temporary Affordable Housing Utility Municipal Budget Appropriations
Princeton

| | Temp. |
|-----------------------------------|-----------------|
| Appropriations | 01/14/13 |
| Affordable Housing Utility | |
| Salaries & Wages | 29,100.00 |
| Other Expenses | 223,500.00 |

**RESOLUTION 2013
OF THE MAYOR AND COUNCIL
OF PRINCETON
APPROVING THE PARKING UTILITY OPERATING
TEMPORARY BUDGET FOR 2013**

WHEREAS, N.J.S.A. 40A:4-19 provides that where any contract, commitment or payments are to be made prior to the final adoption of the 2013 budget, temporary appropriations should be made for the purpose and amounts required in the manner and time therein provided: and

WHEREAS, the date as this resolution is within the first thirty days of January 2013 and;

WHEREAS, the total appropriations in the 2013 budget, exclusive of any appropriations made for interest and debt redemption charges, is the sum of \$550,000.00

WHEREAS, twenty-six and one quarter percent of the total appropriations in the 2012 budget, exclusive of any appropriations made for interest and debt redemption charges in said 2012 budget is the sum of \$787,238.29

NOW, THEREFORE, BE IT RESOLVED that the following appropriations be made attached hereto and that a certified copy of this resolution be transmitted to the Chief Financial Officer and Division of Local Government Services for their records.

I, Linda S. McDermott, Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council at its meeting held January 14, 2013.

Linda S. McDermott

2013 Temporary Parking Utility Municipal Budget Appropriations
Princeton

Parking Utility Operating

| Appropriations | Temp. 01/14/13 |
|--|---------------------------|
| Salaries & Wages | 250,000.00 |
| Other Expenses | 300,000.00 |
| Payment of Bond Principal | 540,000.00 |
| Interest on Bonds | 447,000.00 |
| Accounts Receivable | - |
| Deferred Charge to Future Tax.-Unfunde | - |
| Surplus - General Budget | - |



Municipality of Princeton

Municipal Building
400 Witherspoon Street
Princeton, NJ 08540-3496

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

ROBERT V. KISER, P.E.
Engineer

MEMORANDUM

To: Robert Bruschi, Princeton Administrator

From: Robert V. Kiser, P.E., Princeton Engineer

Date: January 7, 2012

Subject: **WITHERSPOON MUNICIPAL BUILDING
APPROVAL OF COPING REPAIR CHANGE ORDER - \$786.32**

On December 3, 2012, Township Committee entered into a contract with Bregenzer Brothers, Inc. of Hopewell, NJ, in the amount of \$23,620.00 to repair the parapet wall coping at the Witherspoon Street Municipal Building. During the course of completing this work it was determined that certain roof gutters were leaking that required repair at an additional cost of \$786.32.

In consideration of the need to complete this additional work, it is recommended that a change order to the Bregenzer contract be approved as follows:

| | |
|-----------------------------------|-------------|
| Contract Amount | \$23,620.00 |
| Gutter repair work (see attached) | \$ 786.32 |
| New Contract Amount | \$24,406.32 |

Council's consideration of this matter will be appreciated.

Please contact me if you have any questions.

Robert V. Kiser, P.E., Princeton Engineer

RVK/cc

c: Kathy Monzo, Deputy Administrator/Director of Finance
Edwin W. Schmierer, Princeton Attorney
Robert Hough, P.E., Director of Infrastructure and Maintenance
Rosanna Roberto, Bookkeeper/Secretary

BREGENZER BROS., INC.

17A MODEL AVENUE
 HOPEWELL, NJ 08525
 609-456-1296

Invoice

| Date | Invoice # |
|------------|-----------|
| 12/19/2012 | 946 |

| |
|--|
| Bill To |
| Township of Princeton 400 Witherspoon Street Princeton, NJ 08540 |

| | | | | Project |
|--|-----|-----------|--------------------|---------|
| Description | Qty | Rate | Amount | |
| Contract Complete | 1 | 23,620.00 | 23,620.00 | |
| Extra work completed as per verbal approval from Robert Kiser (not to exceed \$2,000.00) | | | | |
| HOURS MIKE HUSCHKE 12/18/12 | 6 | 76.00 | 456.00 | |
| HOURS LUIS 12/18/12 | 3 | 65.00 | 195.00 | |
| 6" X 100' Versico Uncured Flashing | 0.5 | 201.60 | 100.80 | |
| Versico V150 Seam Primer 1 Gallon | 1 | 26.52 | 26.52 | |
| Versico Lap Sealant Tube | 1 | 8.00 | 8.00 | |
| Total | | | \$24,406.32 | |

Thank you for your business!

MEMORANDUM

TO: MAYOR AND COUNCIL
FROM: KATHY MONZO
SUBJECT: RESOLUTION FOR DEDICATIONS BY RIDER
DATE: 1/10/2013

Under NJ statutes, the municipality must seek permission to account for dedicated revenues, and/or donations (termed Dedications by Rider). Both the Borough and the Township had permission for several Dedications by Rider, and the Division of Local Government Services has asked us to consolidate those, and reaffirm the permission of these by resolution. These, like many other resolutions are "housekeeping" measures for our new Municipality.

**RESOLUTION REQUESTING PERMISSION OF THE DIRECTOR
OF THE DIVISION OF LOCAL GOVERNMENT SERVICES TO
INCLUDE AN ITEM IN THE DEDICATION BY RIDER IN THE 2013
BUDGET AND SUBSEQUENT BUDGETS.**

WHEREAS, permission is requested of the Director of the Division of Local Government Services to insert in the Dedication by Rider, monies received by Princeton and dedicated under the provisions of N.J.S. 40A: 4-39

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton, County of Mercer, State of New Jersey, that permission be and is hereby requested of the Director of the Division of Local Government Services to include the following in the Dedication by Rider in the 2013 and subsequent budgets, and are hereby anticipated as revenue and appropriated for the purposes to which said revenue is dedicated by statute or other legal requirements.

Open Space, Recreation, Farmland and Historic Preservation Trust
Accumulated Absences (NJAC 5:30-15)
Developer's Escrow Fund (NJSA 40:55D-53.1)
Parking Offenses Adjudication Act (PL 1989, c.137)
Municipal Public Defender (PL 1997, c. 256)
Disposal of Forfeited Property (PL 1986, c.135)
Public Safety Donations (NJSA 40A:5-29)
Park Maintenance Donations (NJSA 40A:5-29)
Homeless Donations (NJSA 40:A5-29)
Shade Tree Donations (NJSA 40A:5-29)
Latin American Donations (NJSA 40A:5-29)
Mountain Lakes Nature Preserve Donations (NJSA 40A:5-29)
Construction Code Fees (NJSA 52:27D-119 et seq; NJAC 5:23-4.17)
Uniform Fire Safety Act-Penalty Fees (NJSA 52:27D-192 et seq)
Snow Removal Trust Fund (PL 2001, c. 138)

BE IT FURTHER RESOLVED that two copies of this resolution be forwarded immediately to the Director of the Division of Local Government Services.

**RESOLUTION
OF THE MAYOR AND COUNCIL
OF THE BOROUGH OF PRINCETON
APPROVING THE PLACEMENT OF A BANNER AS REQUESTED
BY COMMUNITY OPTIONS, INC.**

WHEREAS, Community Options, Inc. for their Cupid's Chase 5k event being held on Saturday, February 9, 2013; and

WHEREAS, Community Options, Inc. has requested permission to install a banner over Washington Road in Princeton with approval of the Office of Community and Regional Affairs at Princeton University beginning Monday, February 4, 2013 through Monday, February 11, 2013 to advertise this event to the entire Princeton Community; and

WHEREAS, this banner will be promptly removed after its use as required by Princeton ordinances; and

WHEREAS, in accordance with Borough Ordinance 3-17 any banner that is removed by the Borough will be held by the Borough for thirty (30) days and then disposed of; and

WHEREAS, in accordance with Borough Ordinance 3-17 any applicant failing to remove a banner will not be permitted to display any banner for the succeeding two years; and

NOW THEREFORE BE IT RESOLVED that the Mayor and Council hereby approve placement of said banner on Washington Road in accordance with Borough Ordinances 3-14-3-17.

I, Linda S. McDermott, Clerk of Princeton, County of Mercer , State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council at its meeting held January 14, 2013.

Linda S. McDermott



Message

Thu, Jan 03, 2013 12:06 PM

From: "Steven Verba" <Steven.Verba@comop.org>
To: Linda McDermott
Cc: "Stephanie Lyles" <Stephanie.Lyles@comop.org>

Subject: Community Options' Cupid's Chase 2013

Hello Linda,

I am writing to you on behalf of Community Options, Inc., a national non-profit based here in Princeton. We would like to request a town council vote on our ability to hang a banner advertising our fifth annual Cupid's Chase 5k event from Feb 4th through Feb 11th over Washington Road. The event, pending permit approval, will be taking place on Saturday, Feb 9th at the Princeton Shopping Center on Harrison St and all of the proceeds will go to benefit programs that assist people with disabilities obtain housing and employment. Princeton University has agreed to hang the banner for us during those dates.

If there are any questions, comments, or concerns, please do not hesitate to contact me at (609) 847-0716.

Thank you for your time and consideration.

Best,

Steven Verba
Senior Regional Director
Southern New Jersey
Community Options Enterprises
707 Alexander Road, Suite 208
Princeton, NJ 08540
609-847-0716
www.comop.org

Order your flowers today from Vaseful Flowers and Gifts! www.vaseful.com
or 1-877-VASEFUL!

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This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any distribution or copying of the communication is strictly prohibited. If you have received this communication in error, please notify us immediately by email and return the original message to us at this email address. Thank you for supporting confidentiality.



Message

Tue, Jan 08, 2013 3:53 PM

From: "Karen M. Woodbridge" <karenw@Princeton.EDU>

To: Linda McDermott dwilliams@princetonnj.gov

[View in Browser](#)

Subject: **Banner Request Community Options Cupids Chase 5K race - Monday, F...**

Dear Linda and Delores,

I wanted to let you know that we have received a request from Community Options to hang a banner over Washington Road to advertise their Cupids Chase 5K race. The banner will be hung on **Monday, February 4 and taken down on Monday, February 11, 2013.**

The University approves this request. I let the organizers know that their next step is to write to you to request a vote by the Princeton Council.

Karen

Karen M. Woodbridge

Director, Community Relations

Princeton University

22 Chambers Street, Suite 101

Princeton, NJ 08542

p. 609-258-5656

f. 609-258-9000

RESOLUTION

**A RESOLUTION APPOINTING AN INSURANCE FUND COMMISSIONER AND AN
ALTERNATE INSURANCE FUND COMMISSIONER TO SERVE ON THE MID JERSEY
MUNICIPAL JOINT INSURANCE FUND**

BE IT RESOLVED, on this 14th day of January, 2013, by the Mayor and Council of Princeton, County of Mercer, State of New Jersey, that the appointment of Robert W. Bruschi as Fund Commissioner and Carol L. Colquhoun as Alternate Fund Commissioner for Princeton to serve on the Mid Jersey Municipal Joint Insurance Fund be and is hereby authorized.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, hereby certify that the foregoing resolution was adopted by the Mayor and Council of Princeton at its meeting held on the 14th day of January, 2013.

Linda S. McDermott, Clerk
Princeton

PRINCETON HEALTH DEPARTMENT



Board of Health Members
Princeton

One Monument Drive
PO Box 390
Princeton, New Jersey 08542
Phone: (609) 497-7608
Fax: (609) 924-7627
E-mail: dhenry@princetonnj.gov

David A. Henry, M.P.H.
Health Officer

MEMO

To: Linda McDermott, Clerk

From: Dave Henry, M.P.H., Health Officer

Date: January 04 2013

Re: PSA – Pediatrician

I have attached the Professional Services Agreement for Amy Gittell, DO – Pediatrician for the Well Baby Clinic at the Hospital.



Public Health
Prevent. Promote. Protect.

Website: <http://www.princetonhealthoffice.org>

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

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

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

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

The Mayor and Clerk are hereby authorized to enter into a contract for professional services with **Amy Gittell, D.O.; 601 River Road, Yardley, PA 19067** (hereinafter referred to as "Provider") to provide consultant services for Princeton from **January 1, 2013 through December 31, 2013**, as hereafter more particularly stated.

1. The contract so authorized shall require the Provider to provide professional medical services and other related duties as cited in the contract (attached), for a total contract amount not to exceed **\$4,380.00**.

Under this Agreement, Provider shall at all times act as an independent professional contractor and shall have no authority to act as an agent or representative of Princeton or to enter into any financial or other contractual commitment on behalf of Princeton without the prior written approval of same granted in accordance with law.

Rendition of Invoices: Payment of fees will be made upon the submission to the Provider to Princeton of invoices in duplicate in the form prescribed by Princeton not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The provider shall give written notice to Princeton when the Provider has billed eighty (80%) of the compensation set forth in paragraph I of the Agreement.

2. The form of contract shall include standard provisions common to professional service agreements entered into by Princeton and shall be subject to approval by Princeton Attorney.

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

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

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

I, LINDA McDERMOTT, Clerk of the Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 14, 2013.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Princeton, this 15th day of January 2013.

Linda McDermott
Clerk

**PRINCETON
2013 PEDIATRIC PROFESSIONAL SERVICES AGREEMENT**

AGREEMENT, made this 14th day of January, 2013, by **Amy Gittell, D.O., 601 River Road, Yardley, Pennsylvania 19067** (hereafter referred to as "Provider"), and the **PRINCETON**, a municipal corporation in the County of Mercer and State of New Jersey (hereafter referred to as "Princeton"), One Monument Drive, Princeton, New Jersey 08542, acting on behalf of the Princeton Health Department (hereafter referred to as the "Department").

WHEREAS, Princeton and the Provider desire to enter into an agreement for the performance by the Provider of professional services in connection with certain activities being conducted by the Department, as hereafter more particularly stated.

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

1. STATEMENT OF WORK: The Provider shall use its best efforts to perform professional services and other related duties as follows:

Subject to the availability of funds and the adoption of a final budget by the Mayor and Council of the Princeton, the Provider shall serve as the Clinic Physician at the Princeton Child Health Conferences Clinic on the first Thursday of each month and shall perform professional services and other related duties including, but not limited to, the following:

A. The Provider shall:

1. Establish medical policy in accordance with all State requirements;
2. Examine children at the Clinic; undertake a determination regarding the state of their health and development; discuss any problems with the parents of the children; provide counseling; and plan the management of health problems; and
3. Supervise the medical aspects of the Clinic's operations.

B. The Provider shall render said services during regular Clinic sessions.

C. The aforesaid program activities and services rendered by the Provider shall be reviewed for the purpose of determining its compliance with the requirements of the State Department of Health and the Princeton Health Department.

Under this Agreement, the Provider shall at all times act as an independent professional contractor and not as an employee of Princeton and/or the Department, and shall have no authority to act as an agent or representative of Princeton and/or the Department or to enter into any financial or other contractual commitment on behalf of Princeton and/or Department without the prior written approval of same granted in accordance with law. This Agreement shall be effective for the calendar year of 2013, unless sooner terminated as provided hereinafter.

2. PAYMENT

(a) Princeton, on behalf of the Department, shall pay the Provider compensation based upon an hourly fee of \$85.00, which compensation is expressly subject to the availability of funds and the approval and adoption of the 2013 Municipal Budget by the Mayor and Council of the Princeton. This payment is subject to a maximum sum of \$4,380.00 appropriated for services performed hereunder during the term of this Agreement, as well as to provide reimbursement for all reasonable and necessary expenses incurred in connection therewith. Payment for fractional periods shall be pro-rata. The foregoing provisions shall constitute the sole and exclusive compensation due the Provider under this Agreement.

(b) Rendition of Invoices. Payment of fees and reimbursement for such expenses incurred will be made upon the submission by the Provider of Princeton of invoices in the form prescribed by Princeton no later than the tenth (10th) day of the month following each calendar year quarter covered by the invoice, and shall specify in detail the periods for which fees or other compensation are claimed, the services performed, and an itemized listing of all expenses incurred for which reimbursement is claimed.

3. INSURANCE.

As a condition precedent of this Agreement taking effect, the Provider shall provide the Department with the following documentation:

- (a) A copy of the Provider's current license(s) to practice medicine;
- (b) A copy of the provider's policy(ies) of insurance, indemnifying the Provider against any and all forms of professional malpractice and/or other types of liability, which insurance shall provide liability coverage in an amount not less than \$1,000,000/\$3,000,000.

4. TERMINATION. This Agreement shall be effective for the period provide above, although it may be sooner terminated, with or without cause, for any reason whatsoever, at any time by Princeton or the Provider by giving sixty (60) days written notice.

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

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

7. CONFIDENTIALITY. The Provider agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of Princeton, which consent shall not unreasonably be refused, and the prior written consent of the patient.

8. COMPLIANCE WITH LAWS. The Princeton hereby incorporates into this Contract the mandatory language of Section 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and as further described in "Addendum and Affirmative Action/Employment Goal and Compliance Attachment to Instructions to Bidders for Procurement and Service Contracts", attached as Exhibit A.

9. WAIVER. In the event of a breach of this Agreement by the Provider, any remedies available to Princeton shall be deemed cumulative and any failure on the part of Princeton to pursue and/or enforce any or all of its remedies at any time shall not be considered a waiver of any or all said remedies at any time.

10. COMPLETE AGREEMENT: This Agreement and any attachments hereto or incorporated by reference represent the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto. All notices by either party to the other required or permitted hereunder may be sent by regular mail to their respective addresses first set forth above unless sooner revised by written notice.

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

ACCEPTED BY:

Amy Gittel, D.O.
Pediatrician

ATTEST:

Linda McDermott, Clerk
Princeton

BY:

Liz Lempert, Mayor
Princeton

COMPLIANCE WITH LAWS.

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that sure applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

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

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

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will

discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;

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

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

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

PRINCETON HEALTH DEPARTMENT



Board of Health Members
Princeton

One Monument Drive
PO Box 390
Princeton, New Jersey 08542
Phone: (609) 497-7608
Fax: (609) 924-7627
E-mail: dhenry@princetonnj.gov

David A. Henry, M.P.H.
Health Officer

MEMO

To: Linda McDermott, Clerk

From: Dave Henry, M.P.H., Health Officer

Date: January 04, 2013

Re: Professional Services Contract/Shared Services with the Hamilton Township Health Department- STD

We are proposing to utilize the services of the Hamilton Township Health Department in order to provide adult sexually transmitted disease services for the prevention and containment of disease. This will be the third year that we have entered into this county-wide health services shared services agreement.

The attached contract details the services that will be rendered.



Public Health
Prevent. Promote. Protect.

Website: <http://www.princetonhealthoffice.org>

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

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

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

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

The Mayor and Clerk are hereby authorized to enter into a shared services contract for professional services with **the Township of Hamilton, 2090 Greenwood Avenue, PO Box 00150, Trenton, NJ 08650-0150** (hereinafter referred to as "Provider") to provide consultant services for Princeton from **January 1, 2013 through December 31, 2013**, as hereafter more particularly stated.

1. The contract so authorized shall require the Provider to provide **ADULT SEXUALLY TRANSMITTED DISEASE** services and other related duties as cited in the proposed contract (attached), for a total contract amount not to exceed **\$1,200**.

Under this Agreement, Provider shall at all times act as an independent professional contractor and shall have no authority to act as an agent or representative of the Princeton or to enter into any financial or other contractual commitment on behalf of Princeton without the prior written approval of same granted in accordance with law.

Rendition of Invoices: Payment of fees will be made upon the submission to the Provider to Princeton of invoices in duplicate in the form prescribed by Princeton not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The provider shall give written notice to Princeton when the Provider has billed eighty (80%) of the compensation set forth in paragraph I of the Agreement.

2. The form of contract shall include standard provisions common to professional service agreements entered into by Princeton and shall be subject to approval by Princeton Attorney.

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

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

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

I, LINDA McDERMOTT, Clerk of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Princeton at a meeting held January 14, 2013

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Princeton, this 15th day of January 2013.

Linda McDermott
Clerk

Hamilton Township Department of Law

2090 Greenwood Avenue, P.O. 00150, Hamilton, New Jersey 08650-0150

Telefax: 609-890-3522
Telephone: 609-890-3882

Lindsay L. Burbage, Esquire, Director
Bruce R. Darvas, Esquire
Assistant Township Attorney

December 18, 2012

Princeton Regional Health Commission
1 Monument Drive
Princeton, New Jersey 08542
Attn: David Henry, Health Officer

Re: Shared Services Agreement - Health Services
Hamilton Township Resolution No. 12-461

Dear Mr. Henry:

Annexed please find two original copies of the Shared Services Agreement between the Township of Hamilton and the Princeton Regional Health Commission for the provision of certain health services for the term January 1, 2013 through December 31, 2013. It is requested that the Agreement be reviewed and that approval be obtained through appropriate procedures to authorize execution of the same by the proper officials of the Borough of Princeton and **returned to the Hamilton Township Department of Law**. Thereafter, I will arrange for execution of the Agreement by Hamilton Township, and a fully executed copy will be forwarded to you for your records.

Thank you for your attention to the foregoing. Please call me with any questions.

Very truly yours,



Lindsay L. Burbage, Esquire
Director, Department of Law

LLB:wsl

enclosures

SHARED SERVICES AGREEMENT FOR HEALTH SERVICES

TOWNSHIP OF HAMILTON & PRINCETON REGIONAL HEALTH COMMISSION

January 1, 2013 to December 31, 2013

This Agreement made this **4th** day of **December, 2012**, by and between the **Township of Hamilton**, County of Mercer, a municipal corporation of the State of New Jersey, with principal offices located at 2090 Greenwood Avenue, P.O. Box 00150, Trenton, New Jersey 08650-0150; and **Princeton Regional Health Commission**, County of Mercer, a municipal corporation of the State of New Jersey, with principal offices located at 1 Monument Drive, P.O. Box 390, Princeton, New Jersey 08542;

Witnesseth that:

Whereas, the Princeton Regional Health Commission is responsible by law for the protection of public health and wishes to provide certain health services for its residents; and

Whereas, the Princeton Regional Health Commission desires to contract with the Township of Hamilton for provision of those health services; and

Whereas, the Township of Hamilton is agreeable to providing health services to the Princeton Regional Health Commission for a fee and upon certain specified conditions; and

Whereas, the *Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.*, permits local units of this State to enter into a contract with any other local unit for the joint provision within their combined jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

Whereas, the Township of Hamilton and the Princeton Regional Health Commission have authorized and approved this Agreement by Resolution duly adopted pursuant to *N.J.S.A. 40A:65-1, et seq.*, of the *Uniform Shared Services and Consolidation Act*;

Now, Therefore, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Scope of Services:** The Township of Hamilton agrees to provide to the Princeton Regional Health Commission, for the benefit of the residents of the Borough of Princeton and the Township of Princeton, certain health services.
2. **Fees:** The fees payable by the Princeton Regional Health Commission to the Township of Hamilton for the performance of the services described in Paragraph One shall be as set forth in **Schedule A** annexed hereto.
3. **Billing and Payment:** The Township of Hamilton will issue monthly bills for services rendered to the Princeton Regional Health Commission. The bills will be issued by the fifteenth (15th) day of the succeeding month and will be payable within thirty (30) days of issuance.
4. **Liability:** The Township of Hamilton and the Princeton Regional Health Commission shall be responsible for acts of their own negligence consistent with the provisions of the *New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.*, arising out of or related to performance of any activity under the terms of this Agreement.
5. **Effective Date/Termination:** This Agreement shall be for twelve (12) months effective January 1, 2013 and ending December 31, 2013.
6. Each party shall notify the other in writing sixty (60) days before expiration of this agreement if it desires to continue services and negotiate a new contract for 2014.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the respective dates indicated below:

TOWNSHIP OF HAMILTON

BOROUGH OF PRINCETON

Kelly A. Yaede, Mayor

, Mayor

ATTEST:

ATTEST:

Eileen A. Gore, RMC, CMC
Municipal Clerk

Municipal Clerk

Dated:

Dated:

5. **BBP/TB Exposure Follow-Up:**

- a. Counseling and guidance provided to occupationally exposed employees.
- b. Conducted by Public Health Nurse and/or HIV Counselor.

BBP Investigation, Counseling & Guidance - \$ 75.00

BBP Exposure, Follow-up at 3 months and 6 months - \$150.00

Total for Exposure = \$225.00/employee

TB Exposure - \$175.00 per exposure plus \$55.00 if 2 follow-up PPD's are required

6. **Sexually Transmitted Disease (S.T.D.) Clinic Services:**

- a. Schedule is Monday and Thursday at the Hamilton Township Department of Health.
- b. Conducted by Public Health Nurses and S.T.D./HIV counselor(s).

STD Visit - \$25.00 per patient as per contract.

7. **Pneumonia/Flu:**

- a. Medicare subscribers - Township or Non-Township residents: NO FEE
- b. Township residents - Non-Medicare subscribers: \$10.00
- c. Non Township residents, Private Sector & Businesses: \$20.00

8. **Blood Lead Investigations:**

a. Investigation and follow-up: \$60.00/hour

9. **Child Health Conferences:**

a. Assessment, Counseling, Examination and Immunizations \$45.00/patient

10. **Health Education Services:**

a. Assessment, Planning and Implementation \$50.00/hour

For further information, contact:

Jeffrey J. Plunkett, Health Officer (609) 890-3820

Annette Dillon, R.N., BSN, Supervisor of Public Health Nursing Services (609) 890-3837

Jill Belviso, PHN, R.N., BSN (609)890-3827

TOWNSHIP OF HAMILTON
 COUNTY OF MERCER, NEW JERSEY

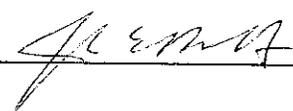
RESOLUTION

No. 12-461

APPROVED AS TO FORM AND LEGALITY

FACTUAL CONTENTS CERTIFIED TO BY


 TOWNSHIP ATTORNEY


 TITLE

RESOLUTION AUTHORIZING AND APPROVING 2013 SHARED SERVICES CONTRACT FOR HEALTH SERVICES BETWEEN THE TOWNSHIP OF HAMILTON AND THE PRINCETON REGIONAL HEALTH COMMISSION

Whereas the Princeton Regional Health Commission desires to contract with the Township of Hamilton for provision of certain professional health clinic services for the period January 1, 2013 to December 31, 2013; and

Whereas the Township of Hamilton has agreed to provide certain health services to the Princeton Regional Health Commission for a fee; and

Whereas such agreements are authorized pursuant to N.J.S.A. 40A:65-1 et seq.; and

Whereas this contract is in the best interest of the Township of Hamilton;

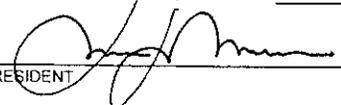
Now, Therefore, Be It Resolved by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the shared services contract between the Township of Hamilton and the Princeton Regional Health Commission for the provision of professional health clinic services for sexually transmitted diseases is authorized and accepted and that the proper officials of the Township of Hamilton are authorized to execute said contract;

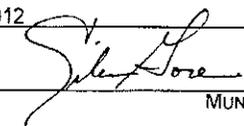
Be It Further Resolved that the contract shall take effect upon the adoption of the appropriate resolution by the Princeton Regional Health Commission and the execution of the contract by the parties in accordance with N.J.S.A. 40A:65-1 et seq.

20
12-461

ADOPTED BY COUNCIL ON

December 4, 2012
 DATE


 PRESIDENT


 MUNICIPAL CLERK

| RECORD OF VOTE | | | | | | |
|----------------|-----|-----|------|------|------|------|
| COUNCIL | AYE | NAY | N.V. | A.B. | RES. | SEC. |
| DAVID J. KENNY | ✓ | | | | ✓ | |
| KELLY YAEDE | ✓ | | | | | |
| DENNIS A. PONE | ✓ | | | | | ✓ |
| EDWARD R. GORE | ✓ | | | | | |
| KEVIN J. MEARA | ✓ | | | | | |

X - Indicates Vote A.B. - Absent N.V. - Not Voting RES. - Moved SEC. - Seconded

PRINCETON HEALTH DEPARTMENT



Board of Health Members
Princeton

One Monument Drive
PO Box 390
Princeton, New Jersey 08542
Phone: (609) 497-7608
Fax: (609) 924-7627
E-mail: dhenry@princetonnj.gov

David A. Henry, M.P.H.
Health Officer

MEMO

To: Linda McDermott, Clerk

From: Dave Henry, M.P.H., Health Officer

Date: January 04, 2013

Re: PSA – Health Education Services

I have attached the Professional Services Agreement for Health Education Services. This service provides public health education and promotion.



Public Health
Prevent. Promote. Protect.

Website: <http://www.princetonhealthoffice.org>

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

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

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

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

The Mayor and Clerk are hereby authorized to enter into a contract for professional services with **Health Education Services, 35 Blue Ridge Road, Titusville, NJ 08560** (hereinafter referred to as "Provider") to provide consultant services for Princeton from **January 1, 2013 through December 31, 2013**, as hereafter more particularly stated.

1. The contract so authorized shall require the Provider to provide professional **health** services and other related duties as cited in the proposal agreement (attached), for a total contract amount not to exceed **\$7,000.00**.

Under this Agreement, Provider shall at all times act as an independent professional contractor and shall have no authority to act as an agent or representative of the Princeton or to enter into any financial or other contractual commitment on behalf of the Princeton without the prior written approval of same granted in accordance with law.

Rendition of Invoices: Payment of fees will be made upon the submission to the Provider to the Princeton of invoices in duplicate in the form prescribed by the Princeton not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The provider shall give written notice to Princeton when the Provider has billed eighty (80%) of the compensation set forth in paragraph I of the Agreement.

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

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

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

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

I, LINDA McDERMOTT, Clerk of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Princeton at a meeting held January 14, 2013

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Princeton, this 15th day of March 2013.

Linda McDermott
Clerk

HEALTH EDUCATION AGREEMENT

This agreement is entered into as of January 1, 2013, by and between Health Education Services and the Princeton Health Department in order to provide the services described herein.

A. SUMMARY OF SERVICES TO BE PROVIDED

See attached Scope of Services outline.

B. DATE OF PERIOD OF SERVICE

January 1, 2013 through December 31, 2013

C. PAYMENT SCHEDULE

Professional Fees

Payment will be based on a total of \$7,000.00 billed at the rate of \$50.00 per hour for a total of 140.0 hours. All travel expenses, administrative costs and subsistence are included in the project rate. No other expenses unless specifically listed will be covered by this contract.

Terms of Payment

Payment for services will be made directly to Health Education Services, 30 days following submission of an invoice.

D. TERMINATION

Either party may terminate the agreement before completion of the services 60 days after receipt of written notice by Certified Mail, Return Receipt Requested. Payment will be made only for services performed prior to the effective date of termination.

E. AMENDMENTS

Changes in the scope of services, contract period or amount of contract as described herein may be amended by mutual agreement of both parties in writing.

F. DOCUMENTATION

Health Education Services, agrees to provide reports and invoices itemizing service time rendered.

Date: 12/25/2012

By: Suzanne Rose
Suzanne Rose, MS, Health Educator

Date: _____

By: _____
Princeton Health Department

- 10) Partnerships and coordination - Assist the health officer to establish and maintain partnerships and develop a strong collaborative network (with public and private agencies, voluntary organizations, and community groups) within the communities served to identify shared roles and resources.
- 11) Chronic Disease Prevention: coordinate the implementation of an evidence based community health education programs and recruit community participants (PTA, schools and daycare centers).
 - a) Represent the Health Department at the Mercer County Cancer/Chronic Disease Coalition, make contact to determine what services, programs, and activities they offer residents.
- 11) Quality Improvement: the health educator will develop measurable outcome/impact standards and performance evaluation tools for programs and services. Conduct on-going evaluation including community response to programs, program outcomes, and additional program needs.
- 12) Assessment and evaluation - on-going assessment and evaluation of health education programs and services will be conducted by the health educator regarding community response to programs, program outcomes, and additional program needs.

Reporting and Billing:

The health educator will provide detailed quarterly progress reports and invoices to document the work toward goals, programs and services established in the contract scope of services.

PRINCETON HEALTH DEPARTMENT



Board of Health Members
Princeton

One Monument Drive
PO Box 390
Princeton, New Jersey 08542
Phone: (609) 497-7608
Fax: (609) 924-7627
E-mail: dhenry@princetonnj.gov

David A. Henry, M.P.H.
Health Officer

MEMO

To: Linda McDermott, Clerk

From: Dave Henry, M.P.H., Health Officer

Date: January 04, 2013

PSA – Deer Carcass Removal Service, LLC

I have attached the Professional Services Agreement for Deer Carcass Removal Services, LLC.



Public Health
Prevent. Promote. Protect.

Website: <http://www.princetonhealthoffice.org>

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

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

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

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

The Mayor and Clerk are hereby authorized to enter into a contract for professional services with **Deer Carcass Removal Service, LLC, PO Box 328, Cream Ridge, NJ 08514** (hereinafter referred to as "Provider") to provide consultant services for the Princeton from **January 1, 2013 through December 31, 2013**, as hereafter more particularly stated.

1. The contract so authorized shall require the Provider to provide professional health services and other related duties as cited in the agreement proposal of **January 1, 2013** (attached), for a total contract amount not to exceed **\$3,000.00**.

Under this Agreement, Provider shall at all times act as an independent professional contractor and shall have no authority to act as an agent or representative of Princeton or to enter into any financial or other contractual commitment on behalf of Princeton without the prior written approval of same granted in accordance with law.

Rendition of Invoices: Payment of fees will be made upon the submission to the Provider to Princeton of invoices in duplicate in the form prescribed by Princeton not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The provider shall give written notice to Princeton when the Provider has billed eighty (80%) of the compensation set forth in paragraph I of the Agreement.

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

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

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

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

I, LINDA McDERMOTT, Clerk of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Princeton at a meeting held January 14, 2013

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Princeton, this 15th day of January, 2013.

LINDA McDERMOTT
Princeton Clerk

PRINCETON PRINCETON - COUNTY OF MERCER

DEER CARCASS REMOVAL AGREEMENT

AGREEMENT, made this 14th of January 2013, by Deer Carcass Removal Service LLC, P. O. Box 328 Cream Ridge, New Jersey 08514 (hereafter referred to as "Consultant") and Princeton, a municipal corporation in the County of Mercer and State of New Jersey (hereafter referred to as the "Princeton"), 400 Witherspoon Street, Princeton, New Jersey 08540;

WHEREAS, the Princeton and Consultant desire to enter into an agreement for the performance by Consultant services in connection with certain activities being conducted by the Princeton, as hereafter more particularly mated,

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

1. STATEMENT OF WORK

The removal and sanitary disposal of deer carcasses from all municipal roadways, adjoining turf medians, shoulder areas within the public right-of-ways, public parks and municipal property within the geographic border of the above municipality, also included will be the removal from private property after obtaining a signed consent form from the property owner.

2. REPORTING PROCEDURE

Reporting deer carcasses will be by GOVERNMENT OFFICIALS ONLY, Fax requests using the supplied form is the preferred method. The vendor will not accept removal requests from the general public.

3. REPORTING AGENCIES AND ROADWAY JURISDICTION

All pickup requests reported by the undersigned will be invoiced directly to that govern body regardless of roadway jurisdiction. Reporting agencies must be fully aware of all roadway jurisdictions within their geographic boundaries.

4. REMOVAL TIME FRAME

This vendor will remove all properly reported carcasses five days a week, within 48 hours. The vendor will increase his schedule to a sixth day with increased seasonal volume.

5. DISPOSAL

All carcasses will be disposed of properly in a sanitary manner, placed in a registered landfill with the appropriate agency.

6. INSURANCE

This vendor agrees to the following;

General Liability: The limits of liability for bodily injury and property damage shall not be less than \$1,000,000.00 per occurrence as a combined single limit.

Workman's Compensation: Workers Compensation insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

- \$100,000.00 Bodily Injury, Each Occurrence
- \$100,000.00 Disease Each Employee
- \$500,000.00 Disease Aggregate Limit

Automobile:

Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000.00 per occurrence as a combined single limit.

7. ELECTRONIC TRACKING AND COLLECTION

Deer Carcass Removal Service will be using satellite coordinates with a time date stamp for every pickup in Princeton. Tested to 90% accuracy a. data base will be built by Deer Carcass Removal Service LLC for reference and billing. Questions on invoices will be reinforced with the backup system.

8. DATA

All data collected in the process, removal and disposal of deer carcasses becomes the sole property of Deer Carcass Removal Service LLC.

9. COSTS

The cost for removal is as follows:

The removal of properly reported deer carcasses as set forth in the above specification will be \$60.00 per carcass.

Carcasses not found due to improper reporting and/or removed by others without proper notification to Deer Carcass Removal Services will be invoiced at a fee of \$50.00 each.

10. COMPLETE AGREEMENT: GENERAL PROVISIONS

This Agreement is hereby deemed to be complete, take precedence over all other prior to existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto. All notices by either party to the other required or permitted hereunder may be sent by regular mail to their respective addresses first set forth above unless sooner revised by written notice.

11. PAYMENT

This vendor will bi-monthly invoice Princeton. Payment is expected to be received no later than 30 calendar days from date of invoice. Any invoice not paid within this time frame will be charged 1 1/2 % interest and the account will be placed on hold.

12. AGREEMENT CANCELLATION

Signed parties agree to a one year agreement. Cancellation at any time during the agreement period may be initiated by either party in the front of a certified letter with 30 days notice.

13. PAYMENT INFORMATION

All invoicing will be lent to the Princeton Health Department, One Monument Drive, P.O. Box 390, Princeton, NJ 08542, c/o Health Officer/Animal Control Officer.

PRINCETON

By: _____
Liz Lempert, Mayor

By: _____
George Wilhelm
Deer Carcass Removal Service LLC

PRINCETON HEALTH DEPARTMENT



Board of Health Members
Princeton

One Monument Drive
PO Box 390
Princeton, New Jersey 08542
Phone: (609) 497-7608
Fax: (609) 924-7627
E-mail: dhenry@princetonnj.gov

David A. Henry, M.P.H.
Health Officer

MEMO

To: Linda McDermott, Clerk

From: Dave Henry, M.P.H., Health Officer

Date: January 04, 2013

RE: Professional Services Contract with SAVE

We are proposing to utilize the services of SAVE in order to provide shelter services and detainment of various animals (cats, dogs, etc.) in the protection of the public's health and welfare. The attached contract details the services that will be rendered.



Public Health
Prevent. Promote. Protect.

Website: <http://www.princetonhealthoffice.org>

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

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

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

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

The Mayor and Clerk are hereby authorized to enter into a contract for professional services with **SAVE, 900 Herrontown Road, NJ 08540** (hereinafter referred to as "Provider") to provide consultant services for Princeton from **January 1, 2013 through December 31, 2013**, as hereafter more particularly stated.

1. The contract so authorized shall require the Provider to provide professional **health** services and other related duties as cited in the proposal letter of **January 4, 2013** (attached), for a total contract amount not to exceed **\$15,000.00**.

Under this Agreement, Provider shall at all times act as an independent professional contractor and shall have no authority to act as an agent or representative of Princeton or to enter into any financial or other contractual commitment on behalf of Princeton without the prior written approval of same granted in accordance with law.

Rendition of Invoices: Payment of fees will be made upon the submission to the Provider to Princeton of invoices in duplicate in the form prescribed by Princeton not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The provider shall give written notice to Princeton when the Provider has billed eighty (80%) of the compensation set forth in paragraph I of the Agreement.

2. The form of contract shall include standard provisions common to professional service agreements entered into by Princeton and shall be subject to approval by Princeton Attorney.

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

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

| Councilperson | Absent | Present | 1 st | 2 nd | Yea | Nay | Abstain | Disqualified |
|--|--------|---------|-----------------|-----------------|-----|-----|---------|--------------|
| Ms. Butler | | | | | | | | |
| Ms. Crumiller | | | | | | | | |
| Ms. Howard | | | | | | | | |
| Mr. Liverman | | | | | | | | |
| Mr. Miller | | | | | | | | |
| Mr. Simon | | | | | | | | |
| Mayor Lempert | | | | | | | | |
| <p>I, LINDA McDERMOTT, Clerk of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Princeton at a meeting held January 14, 2013</p> <p>IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Borough, this 15th day of January, 2013.</p> | | | | | | | | |
| <p>_____ LINDA McDERMOTT Clerk</p> | | | | | | | | |

AGREEMENT

AGREEMENT made this 14th day of January, 2013, by and between Small Animal Veterinary Endowment (hereinafter referred to as "S.A.V.E"), 900 Herrontown Road, Princeton, New Jersey 08540 and Princeton, 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as "Princeton").

WHEREAS S.A.V.E. is a non-profit corporation of the State of New Jersey which houses animals and places them for adoption;

WHEREAS Princeton, by and through its Animal Control Officer, takes custody of stray animals in accordance with N.J.S.A. 4:19-15.16;

WHEREAS Princeton, from time to time, has a need for a facility for the boarding of animals and places animals with S.A.V.E.;

WHEREAS S.A.V.E. is willing to accept such animals subject to conditions set forth herein;

WHEREAS the parties agree to memorialize their rights and responsibilities toward each other and to establish procedures for the orderly handling of situations involving the placement of animals with S.A.V.E.

IN CONSIDERATION OF the mutual promises herein and for other good and valuable consideration, the parties agree as follows:

1. PAYMENT - Princeton shall pay, based on submitted invoices, up to a total amount of \$15,000 so that S.A.V.E. will guarantee space for routine boarding of stray dogs and cats at its facility. Payments will be made on a quarterly basis. Annual charges exceeding the total amount will be paid by Princeton at the agreed upon rates for boarding and adoption upon receipt of appropriate invoices from S.A.V.E.
2. BOARDING FEES – the daily boarding rate shall be \$15.00 per day for dogs and cats when the owner reclaims the animal during the seven day holding period. All fees will be credited against the \$15,000.
3. NOTIFICATION TO S.A.V.E. FOR PLACEMENT AND 24 HOUR ACCESS – Princeton shall immediately notify S.A.V.E. of the need for placement of stray dogs or cats and shall provide all available information concerning the condition of the animal. The Animal Control Officer, or his designee, as well as Princeton Police Department shall have 24 hour access to the S.A.V.E. facility located on Herrontown Road, Princeton for the drop-off of those animals, but shall make all best efforts to provide prior notification to S.A.V.E. before dropping off an animal.

4. **COMPLETION OF INTAKE FORMS** – At the time of the delivery of a stray dog or cat by Princeton to S.A.V.E., Princeton shall complete any forms required by S.A.V.E., including but not limited to, Animal Control Report and S.A.V.E.'s Intake Form. Princeton shall provide all information available at that time concerning the legal standing of the animal, including but not limited to, the name and address of the actual or putative owner of the animal. Princeton shall be obligated to supplement same should it acquire additional information about the animal. If an animal is dropped off after hours by a designee of Princeton police department, the Animal Control Officer will complete the forms and confirm the status of the animal at S.A.V.E. the next business day.
5. **POTENTIALLY DANGEROUS ANIMALS**. A determination as to whether a stray dog or cat is potentially dangerous shall be initially made by Princeton's Animal Control Officer, or his designee, in conjunction with a representative of S.A.V.E. If such a determination is made, the stray dog or cat will not be placed at S.A.V.E. by Princeton.
6. **ANIMAL CARE** - S.A.V.E. agrees to provide basic food and shelter and veterinary care to any animal accepted from Princeton for a period of up to seven (7) days in consideration of Princeton paying the agreed to daily boarding fees described in the Agreement..
7. **ADOPTION OF ANIMALS**. After the seven (7) day holding period, if an animal housed at S.A.V.E. is not claimed by its owner, the animal will automatically pass into S.A.V.E.'s ownership and it will endeavor to place the animal for adoption. Should S.A.V.E. decline to take ownership of the animal, it must so advise Princeton's Animal Control Officer and Princeton shall then be obligated to make alternative arrangements for the animal. If the animal is accepted by S.A.V.E. for adoption, the maximum fee for Boarding and Adoption for any animal shall be \$150. All fees shall be charged against the \$5,000.
8. **TERM OF AGREEMENT** - This agreement shall be for the period of January 1, 2013 to December 31, 2013. The agreement may be terminated by either party with 60 days written notice by certified, return receipt mail. Notice to Princeton shall be sent to Princeton Clerk, 400 Witherspoon Street, Princeton, NJ 08540. Notice to S.A.V.E. shall be sent to the Executive Director, S.A.V.E., 900 Herrontown Road, Princeton, NJ 08540.
9. **INDEPENDENT CONTRACTOR** – During the term of this Agreement, S.A.V.E. shall at all times act as an independent contractor and not as an employee of Princeton and has no authority to act as an agent or representative of Princeton or to enter into any financial or other contractual commitment on behalf of Princeton without the prior written approval of same granted in accordance with the law.

10. INSURANCE - S.A.V.E. shall maintain the following amounts of insurance coverage during the course of this Agreement:

- (1) Standard workers compensations indemnifying S.A.V.E. against any loss arising from liability or injury sustained by any and all agents, servants, or employees of S.A.V.E. who shall be entitled to compensation under the Workers Compensation Law of the State of New Jersey.
- (2) Bodily injury and property damage, each person \$250,000, each occurrence \$500,000.
- (3) All Certificates shall be issued by an insurer that has an AM Best rating of at least AX and which is authorized to underwrite insurance risk for the specific lines of coverage by the Department of Insurance of the State of New Jersey. Said insurer shall provide at least sixty (60) days prior written notice to Princeton of any cancellation or reduction in amount or type of coverage. S.A.V.E. shall provide Princeton with proof of said insurance, along with a certificate naming Princeton of Princeton as additional insured.

EXHIBIT A

Addendum and Affirmative Action/Employment Goal Compliance Attachment to Instruction to Bidders for Procurement and Service Contracts

COMPLIANCE WITH LAWS – During the performance of this contract, S.A.V.E. agrees as follows:

S.A.V.E., where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. S.A.V.E. will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

S.A.V.E. expressly agrees to strictly comply with all Federal, State and local laws, regulations and ordinances as may be applicable to performance of this contract.

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

BY:

Piper Huggins, Executive Director
S.A.V.E.

ATTEST:

BY:

Linda McDermott, Clerk
Princeton

Liz Lempert, Mayor
Princeton

RESOLUTION
MAYOR AND COUNCIL OF PRINCETON

WHEREAS, the Trustees of Princeton University (the "University") own substantial real property in the municipality of Princeton, which is exempt from real estate taxes pursuant to *N.J.S.A. 54:4-3.6*; and

WHEREAS, in recognition of the municipal services provided to it by the municipality, and its role as a responsible citizen, the University has historically made monetary contributions to support the pre-consolidation governments of Princeton Borough and Princeton Township; and

WHEREAS, the municipality and the University have developed a voluntary contribution payment for the calendar year 2013 in the amount of two million four hundred seventy five thousand (\$2,475,000.00) dollars; and

WHEREAS, the municipality of Princeton wishes to accept said voluntary payment for the calendar year 2013, which is set forth in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Princeton that the Mayor and Clerk are hereby authorized to execute the attached Agreement with the University concerning voluntary contribution payment.

I, Linda S. McDermott, Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council at its meeting held January 14, 2013.

Linda S. McDermott

**AGREEMENT WITH PRINCETON UNIVERSITY
CONCERNING VOLUNTARY PAYMENT TO THE
MUNICIPALITY OF PRINCETON**

WHEREAS, the **TRUSTEES OF PRINCETON UNIVERSITY** (the "University") own substantial real property in **PRINCETON**, which is exempt from real estate taxes pursuant to *NJS.A. 54:4-3.6*; and

WHEREAS, in recognition of the services provided to it by the municipality, and its role as a responsible citizen, the University has historically made monetary contributions to support the pre-consolidation governments of Princeton Borough and Princeton Township; and

WHEREAS, the municipality and the University have agreed upon a voluntary contribution payment for the calendar year 2013;

In consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the University and the municipality agree as follows:

1. **Duration.** The Agreement shall be for the calendar year 2013.
2. **Contribution.** For the year 2013, the University shall donate to Princeton the sum of two million four hundred seventy five thousand (\$2,475,000.00) dollars. The expenditure of these funds will be entirely at the discretion of the municipal government and will not be shared by other governmental entities.
3. **Contribution to the Expansion of the Princeton Fire Department Firehouse Project.** In addition to the contribution specified in paragraph 2. above, the University reaffirms its commitment to contribute a minimum of three hundred thousand dollars (\$300,000) towards the expected expansion of the Princeton Firehouse on Witherspoon Street, if and when that expansion occurs. This payment shall be made to the Princeton municipal government within 30 days after the final funding for the firehouse improvements is authorized by the governing body.
4. **Contribution to the Princeton Fire Department.** In addition to the contributions specified above, the University will continue to make an annual contribution of twenty thousand dollars (\$20,000) to the Princeton Fire Department during the term of this Agreement.

Dated:

Princeton, New Jersey

TRUSTEES OF PRINCETON UNIVERSITY

Attest

Robert Durkee, Vice President Public Affairs

Attest

Liz Lempert, Mayor of Princeton

*impact on property taxes in the interim period while those savings are being achieved.*⁶

2. For 2012 and subsequent years, Princeton University provided \$250,000 to each municipality (\$500,000 total) specifically for any transition-related expense.

Accelerated staffing changes completed in 2012 – in advance of consolidation – will result in approximately \$705,000 in additional savings vs. budgets. The new municipality can elect to apply these savings to offset the budgetary impact of transition costs.

STRATEGIC ITEMS | Beyond “Day One”

Although the Transition Task Force’s focus has been on transitioning to “Day One” of the consolidated Princeton, it is vitally important to acknowledge the governance and administrative issues that will face the new municipality. As part of its detailed analysis of transition and implementation-related issues, the Transition Task Force and its Subcommittees identified a range of “strategic items” that should be on the “radar screens” of new elected officials, managers and employees as Princeton embarks on its consolidated era.

Personnel Subcommittee

1. Continue to evaluate, analyze and consider running a “pilot” program to assess the validity and potential benefits / drawbacks of a paid-time-off (PTO) approach to administering employee paid leave.
2. Reevaluate the municipality’s medical benefit offerings after implementation of the insurance exchanges required by the Patient Protection and Affordable Care Act, in order to determine whether moving to a stipend option for municipal retirees is a better and potentially cost-effective option for all.
3. Continue team-building efforts with merged departments to enhance unified operations and service delivery.
4. Review merged departments on an ongoing basis to ensure staffing levels match combined workload, as well as in the context of changes in community institutions (e.g., the impact on vital

⁶ Press release from the Office of Governor Chris Christie, September 30, 2011, accessed online at <http://www.nj.gov/governor/news/news/552011/approved/20110930a.html>.

statistics workload of Princeton Hospital's move to West Windsor).

Infrastructure & Operations Subcommittee

1. Render a decision on provisional positions contained within the organizational charts for Infrastructure and Operations functions. The charts contained three "provisional" positions that were to be reconsidered post-consolidation. The Governing Body and Administrator should decide on continuation or phase out of the positions by December 31, 2013, taking into consideration:
 - Whether there is a reduced need after one year of transition and melding of work forces;
 - The required number of senior managers in Infrastructure and Operations for day-to-day operations and emergencies;
 - Total workload in each area and whether retention of each provisional position is required or reduces outsourced work sufficiently to justify; and
 - If workload does require, whether a less expensive position / classification can fulfill this requirement.
2. Consider the formation of an integrated Parks and Recreation Department, which would also have responsibility for open space issues.
3. Consider establishing – between the Governing Body and municipal employees – a “continued education and monitoring” program consisting of a) continuing education, b) monitoring of compliance and c) citizen satisfaction with respect to leaf and brush pickup, the compost program and storm water requirements.
4. Evaluate the potential role of the River Road property and other property / facilities in better serving the consolidated Department of Public Works.

Facilities & Other Assets Subcommittee

1. Conduct a “Phase 2” facilities evaluation to design layout and modifications for municipal facilities reflecting recommendations for location of departments.

2. Conduct a study to determine the extent of potential parking space challenges at municipal facilities that may be exacerbated by department relocations.
3. Conduct a study of file storage management and archiving needs and challenges that may be exacerbated by department relocations and space redeployment.

Public Safety Subcommittee

1. Monitor response times and officer deployment to ensure maintenance of service levels.
2. Monitor effectiveness of space utilization, particularly regarding emergency dispatch operations, evidence storage and administrative offices.
3. Continue dialogue with University regarding potential collaborative ventures in public safety / law enforcement that can reinforce / enhance coverage quality and community safety.
4. Develop staffing / departmental size plan for post-2013.

Boards, Commissions and Committees Subcommittee

1. Determine implementation options for creating Advisory Planning District (APD) framework.
2. Maximize public engagement and participation in the activity of boards, commissions and committees.
3. Seek citizen "talent" for boards, commissions and committees that is broad, diverse and representative of the community.

Communications and Outreach Subcommittee

1. Consider ways to make the activities of the new Governing Body more accessible to the public, including an improved / interactive website, easily available and comprehensive agendas / minutes, and effective use of public comment at meetings.
2. Continue encouraging celebration of consolidation, from merchant sales in January to archiving artifacts of the two towns (e.g., signs).

3. Continue public outreach to explain changes (*e.g.*, brush collection, office locations, where to pay taxes), with an understanding that change is never easy. Related, consider a “consolidation ombudsman” to address citizen concerns, or make administrative staff accessible at the library occasionally to update the community on progress and implications of changes.
4. Maintain an updated – and growing – list of “frequently asked questions” on the new municipal website.
5. Convene a “staff unity day” to build camaraderie and convey thanks to employees for their patience and assistance since the November 2011 referendum.
6. Provide customer training for municipal staff to ensure public interaction is positive, helpful and productive for residents and the municipality.

Information Technology Subcommittee

1. Develop a document storage / digitization and records management / retention policy.
2. Consider additional shared IT opportunities with the library, schools, county or related entities.
3. Consider appointment of an IT Steering Committee to assist the new Governing Body stay on top of technology developments, identify the most cost-effective IT solutions for the new municipality, and leverage local IT talent, as necessary.
4. Determine IT staffing level beyond March 31, 2013 in conjunction with outsourced opportunities (*i.e.*, whether there is a need to employ full-time in-house staff or utilize staff support from CMIT Solutions).
5. Consider use of integrated software packages across functions (*e.g.*, general ledger and tax collection, payroll management and time and attendance, etc.).

Finance Subcommittee

1. Harmonize sewer rates between Borough and Township.
2. Harmonize construction and other permit fees.

3. Seek review of underlying credit ratings for outstanding debt by rating agencies.

Legal Matters

1. Municipal Ordinances (*see memorandum from William J. Kearns, Attorney to the Transition Task Force, entitled "Municipal Ordinances," dated July 20, 2012*)
2. Reorganization Matters for new Governing Body (*see memorandum from William J. Kearns, Attorney to the Transition Task Force, entitled "Post-Election Transition Activities," dated July 20, 2012*)

Other

1. Formalize a process for tracking consolidation-related changes and impacts in the new municipality, both in the short-term (*i.e.*, through 2013) and long-term (*i.e.*, beyond year one). Options could potentially include utilizing the Transition Task Force and / or a hybrid committee of Joint Commission and Task Force members to inform an occasional newsletter or annual report.

Draft

PRINCETON
Department of Engineering

To: Mayor Lempert and Council
From: John M. West, P.E. JMW
Subject: Food Waste Collection
Date: January 4, 2013

At the joint meeting of the governing bodies held in December, it was recommended that food waste collection contract be awarded to Central Jersey Waste & Recycling, Inc., that contract was subsequently awarded by Borough Council at their December 11, 2012 meeting for a one year period with a not to exceed 1,000 users.

At the joint meeting it was also recommended that a registration fee be imposed to offset the cost of the program, the fee would range from \$42/home/year if the recycling grant is included to \$65/home/year if the grant is not included. (see the attached Food Waste Bid Analysis)

The current cost of the program to residents is \$240/home/year. Therefore to be conservative for the first year staff would recommend a registration fee of \$65/home/year.

The ordinance to establish a registration fee will be submitted under separate cover.

Should you have any questions or require any addition information please do not hesitate to call.

Cc: Robert Bruschi, Administrator
Linda McDermott, Clerk
Sandra Webb, CFO
Ed Schmierer, Esq.
Robert Hough, P.E
Robert Kiser, P.E.

FOOD WASTE BID ANALYSIS - Revised 12/6/12

Given:

7,100 households/pickups in Borough and Township

1.1 tons per year (183.3 lbs / month) of garbage and food waste generated per home per CJW

\$52.45 per ton bid price from CJW for garbage collection and transportation

\$125.00 per ton MCIA tipping fee for garbage

\$15.00 per month, per household bid price from CJW for food waste collection and transportation

\$46.00 per ton Wilmington Organics tipping fee for food waste

25 lbs per week – average amount of food waste generated per household based on 170 home Princeton program

\$20.00 per month – amount CJW currently bills residents for food waste collection

\$25.00 to \$30.00 per month – amount CJW currently bills residents for combined food waste / garbage collection

\$22,500 estimated recycling grant funds that could be made available to help pay for a food waste program

Cost per household per month based on CJW bid and MCIA and Wilmington Organics tipping fees

Garbage and Food Waste Combined

Collection and Transportation

183.3 lbs. / household / month ÷ 2000 x \$52.45 / ton = \$ 4.80 / month

Tipping Fee (MCIA)

183.3 lbs. / household / month ÷ 2000 x \$125.00 / ton = \$11.50 / month

Total \$16.30 / month

Food Waste

Collection, Transportation and Tipping Fee

\$15.00 / month

This amount can be broken down as follows based on the generation of 25 lbs of food waste per household per week (108.3 lbs / month)

108.3 lbs. / household / month ÷ 2000 x \$46.00 / ton = \$ 2.48 / month

Collection and transportation

\$12.52 / month

Total \$15.00 / month

Cost if food waste program is implemented:

| | | |
|--|--------------------------------|-------------------|
| | CJW Bid amount | = \$15.00 / month |
| Less 108.3 lbs. / household / month ÷ 2000 x \$125.00 / ton (MCIA) | Reduced tipping fee cost | = \$ 6.77 / month |
| Less 108.3 lbs. Reduced garbage collection and transportation cost | | = \$ 2.84 / month |
| | | <hr/> <hr/> |
| | Net monthly cost per household | = \$ 5.39 / month |

Funding required for Food Waste Program

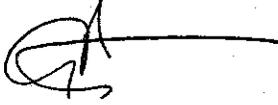
| | | |
|---|--|----------------|
| Net cost per household per year - \$ 5.39 / month x 12 months | = \$ 64.68 | |
| | | |
| | Cost for 1,000 households | = \$ 64,680.00 |
| | Less estimated grant funding available | = \$ 22,500.00 |
| | | <hr/> <hr/> |
| | Net cost to be funded | = \$ 42,180.00 |

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor and Council of Princeton

From: Edwin W. Schmierer, Esq.
Princeton Attorney 

Date: January 10, 2013

Re: **Ordinance Establishing Annual Registration Fee to Participate in the Municipal Food Waste Recycling Program**

When solid waste collection bids were solicited and received, it was agreed that the Municipal Food Waste Recycling Program would be continued. The Contract as awarded and to commence on February 1, 2013 would permit one thousand (1,000) households in the community to participate in the Food Waste Recycling Program. Council had expressed, however, a desire to establish an annual registration fee for the participants. The Princeton Department of Engineering has prepared a memorandum dated January 4, 2013 which will be separately circulated to you making recommendations for the proposed annual fee. It is my understanding that establishing the annual fee will be discussed as a part of the Council Work Session on January 14, 2013.

In order to implement the fee before the new Solid Waste Contract begins on February 1, 2013, I have drafted and attach hereto a proposed Ordinance. After the Council decides on the amount of the fee, that amount can be inserted into the Ordinance and the Ordinance considered for introduction with a public hearing on January 28, 2013.

EWS:jv
attach.

cc: Robert W. Bruschi, Administrator (w/attach.)
Kathy Monzo, Assistant Administrator/CFO (w/attach.)
Robert V. Kiser, P.E., Princeton Engineer (w/attach.)
Jack M. West, P.E., (w/attach.)
Robert A. Hough, P.E. (w/attach.)
Sandra Webb, CFO (w/attach.)

V:\SRP\GAW\PRT\1213\Monzo\Mapes & Council Ordinance Establishing Annual Registration Fee to Participate in the Municipal Food Waste Recycling Program 011013.mpl

**AN ORDINANCE ESTABLISHING A
REGISTRATION FEE FOR THE
PRINCETON FOOD WASTE
RECYCLING PROGRAM AND
AMENDING THE "CODE OF THE
TOWNSHIP OF PRINCETON, NEW
JERSEY, 1968".**

BE IT ORDAINED by the Princeton Council as follows:

1. Chapter 2, Article 23 of the "Code of the Township of Princeton, New Jersey, 1968"

which establishes miscellaneous fees is amended by adding thereto the following NEW section:

Sec. 2-129. Registration fees.

Annual registration fee to participate in the municipal food waste recycling program \$ _____

2. This fee shall be applicable to all residents of Princeton participating in the municipal food waste recycling program.

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

Linda S. McDermott, Clerk

Liz Lempert, Mayor

Ordinance Introduced: January 14, 2013

Ordinance Adopted: