Memorandum of Understanding
October 4 , 2011

This memorandum outlines areas of agreement between Princeton University and the municipalities of Princeton Borough and Princeton Township in regard to the Arts and Transit proposal. The three entities have come together because of their common desire to assure continuing and improved transportation service along the NJ Transit Princeton Branch, known as the Dinky line. With the understanding that enhanced service will benefit all who travel to and from Princeton, the three parties agree to implement the following strategies as outlined in this Memorandum of Understanding.

Princeton University has proposed zoning that would establish a new Arts and Transit District that is situated within the municipal boundaries of both the Borough and the Township. The University has submitted conceptual zoning ordinances to the governing bodies of both municipalities, and those conceptual zoning ordinances will be subject to statutory public processes such as those set forth in the Municipal Land Use Law ("MLUL"), N.J.S.A. 40:55D-1 et seq., including public hearing(s) by the governing bodies of the municipalities and public hearing(s) by the Princeton Regional Planning Board ("Planning Board") concerning the governing bodies' referral of the ordinances and potential associated amendments to the Community Master Plan. If any zoning ordinances related to the University's Arts and Transit District are voted upon and approved in the aforementioned public forums, any subsequent development application made by Princeton University pursuant to such zoning ordinances would have to be reviewed by and voted upon in public hearings before the Planning Board pursuant to the requirements of the MLUL.

Since proper planning for future transportation service along the Dinky line is in the public interest, the parties wish to be prepared to move forward with appropriate transportation initiatives. This MOU is not being entered into with any representation by the municipalities that any conceptual zoning ordinances proposed by Princeton University will be adopted or that any future development application made by Princeton University pursuant to any zoning related to an Arts and Transit District will be granted by the Planning Board. Any conceptual zoning ordinances and any future development application are subject to public hearings before the governing bodies of the municipality and the Planning Board, and the execution of this MOU has no impact on those public hearings.

Except as expressly provided herein to the contrary, the provisions of this MOU will become effective if and when the Planning Board adopts a resolution granting final site plan approval to Princeton University for its Arts and Transit proposal, with said resolution containing conditions of approval that are acceptable to Princeton University.

Preserving and Enhancing the Dinky – Existing Heavy Rail Service

1. Upon approval of this agreement by the governing bodies of Princeton Borough and Princeton Township, the University, in conjunction with the Borough and the Township, will seek approval from New Jersey Transit to open the existing north station waiting room to the public. Upon receiving such approval, the University will open the station for a minimum of five hours each weekday, exact times to be mutually determined by an assessment of usage. The waiting room will be heated and lighted, with available restroom facilities for public use. The waiting room shall also include any other amenities and improvements that may be mutually agreed upon. All services, amenities, and improvements shall be at the sole cost of the University and/or New Jersey Transit. The north station building will remain open as a waiting room until the discontinuation of train service to the current location. Six months after the opening of the waiting room, the University may elect to terminate or modify this provision if the Planning Board has not adopted a resolution granting final site plan approval to Princeton University for its Arts and Transit project.

2. Upon approval of this agreement by the governing bodies of Princeton Borough and Princeton Township, the University will work together with Princeton Borough and Princeton Township to encourage New Jersey Transit to provide additional Dinky service, including during off-peak hours and weekend hours.

3. Upon approval of this agreement by the governing bodies of Princeton Borough and Princeton Township, the University will work with the municipalities and local merchants to develop a formal plan to promote Dinky ridership, including but not limited to train ticket receipts being utilized to obtain discounts at McCarter Theater, University athletic events and local stores and restaurants.

4. Upon approval of this agreement by the governing bodies of Princeton Borough and Princeton Township, the University shall continue to encourage additional use of the Dinky through the mass transit subsidy it provides to faculty, staff, and graduate students under its Transportation Demand Management (TDM) program.

5. The University agrees that if the present station terminus is moved to the proposed new location, it will take no action to move the station farther south as long as heavy rail service is in existence.

6. The Arts & Transit plan further proposes to increase Dinky ridership by:

    6.1 Providing an attractive new station (described below) and surrounding area, including easy access to parking, drop-off, taxis, and buses.

    6.2 Creating better bike access and shuttle connections, including TigerTransit scheduling as described below.

6.3 Adding new passenger destinations, including indoor arts programming, outdoor arts programming, community programming, and retail venues.

6.3.1 It is anticipated that expansion of the University's arts programming will result in more artists, students and audience members traveling between Princeton and New York or Philadelphia. It is further expected that there will be performers, performances and facilities in Princeton that will not be available in New York or Philadelphia.

6.3.2 It is anticipated that some of the outdoor programming in the area, apart from the arts programming, will attract interest outside of Princeton, e.g., outdoor chess tournaments, an outdoor summer movie series, etc. There will also be outdoor theater, music, and dance performances.

7. The University will schedule its TigerTransit shuttle system to meet all incoming Dinky trains and travel to Nassau St. during morning and evening peak commuter hours. During off-peak hours, TigerTransit shuttles also would stop regularly at the proposed new Dinky station. In addition, as it relates to this shuttle service, the University will:

7.1 Immediately develop a public relations program in conjunction with Princeton Borough and Princeton Township, including signage and other forms of promotion, to alert residents that this service is "free and open to the public" for both present and future stations. The metrics of the public relations program and its scheduling shall be determined by mutual agreement of the three parties.

7.2 The University will pay for and install an electronic route map and shuttle locator system for TigerTransit at the new station that would inform arriving passengers when the next shuttle will be arriving.

7.3 Recognizing a shared interest of the University and the municipalities in getting Transit riders to Nassau Street without excessive delays, the University will utilize Elm Drive, or other internal campus roads, as an alternative route for the TigerTransit shuttles from the new station to Nassau Street should traffic conditions along Alexander and or University Place cause repeated delays.

7.4 The University will work with the municipalities to design and help fund a collector transit system that will bring passengers from collection points in both municipalities to the new station.

7.5 Similar to the $10,000 contribution that the University made in 2011 to assist in launching the service, the University will provide an annual contribution of $10,000 to the municipalities' Community Transportation Coordination Initiative to help offset the costs of extending the FreeB shuttle service to mid day hours. This annual contribution will last for two years at a minimum from its initiation and it may be directed toward compliance with the goal stated in paragraph 7.4

above, in which case, it may be ongoing. Any extension past the initial two-year term will be solely at the discretion of the University.

8. Pursuant to its Arts & Transit proposal, the University shall construct a new rail station adjacent to a convenience store offering food that is open 24/7. The station proposed by the University would include:

   8.1 Heated/cooled waiting room
   8.2 Restrooms
   8.3 Ticket machines
   8.4 Electronic information kiosk
   8.5 Community bulletin board
   8.6 Electronic arrival and departure notification for the Dinky (pending NJT capability)
   8.7 Electronic arrival and departure notification for TigerTransit
   8.8 ATM
   8.9 Public library book drop off/pick up
   8.10.1 Secure/covered bike parking
   8.10.2 Changing areas
   8.10.3 Bike lockers
   8.10.4 Bike rental system
   8.10.5 Rider support (air for tires, tools for quick fixes)
   8.10.6 An enhanced bike path system to link campus and community bike routes to the station area.

9. Also pursuant to its Arts & Transit proposal, the University shall construct a new transit plaza and parking areas that provide easy access to the Dinky for riders who go to the station by car. Features of the plaza and parking areas in the University's proposal include:

   9.1 Convenient drop off and pickup area.

   9.2 The same number of on-site commuter and all-day parking spaces as currently exist in the vicinity of the current rail station, in both permit and metered spaces, with easy access to and from Alexander Street. The total number of short-term parking spaces provided in the University's Arts & Transit proposal exceeds the number of short-term spaces in the vicinity of the current station.

   9.3 Easy access to shuttles, jitneys and taxis.

10. The University's long-term development plan for its lands along south Alexander as a residential mixed-use neighborhood with well-designed bike and pedestrian connections would add several hundred residents to the immediate area and facilitate access to mass transit.

Next Generation Transit Service

11. Upon approval of this agreement by the governing bodies of Princeton Borough and Princeton Township, the University and the municipalities agree to form a joint task force ("The Alexander Street/University Place Transit Task Force") and commence the project described in section 12.1 below. The Task Force shall consist of six members, with no fewer than one appointed representative of Princeton Borough Council and no fewer than one appointed representative of Princeton Township Committee and with each town to have one additional appointed representative. There shall also be two representatives from Princeton University. Coincident with the filing of the Planning Board application for phase 1 of the Arts and Transit proposal, the Task Force shall commence the project described in section 12.2 below. Should the Borough and the Township consolidate, the new municipality will retain two thirds of the members of the Task Force.

12. The Task Force is charged as follows:

    12.1 To study, evaluate, and make recommendations concerning long-term transit needs of the Princeton community that may be affected by development of the Arts and Transit project, including an assessment of the potential benefits, including economic benefits, of implementing transportation service from the Northeast Corridor railroad line to Nassau Street. The Task Force shall study, among other transit concepts, a light rail system. Issues to be considered in connection with the light rail transit system shall include: vehicle type, routes and alternates, loop vs. single line, schedule, electrical distribution network, solar powered, peak load capacity, stations (number and location), parking (primary and alternative commuter locations), financing, public-private possibilities, cost, NJ Transit, development opportunities, potential ridership, operating authority, schedule, NE corridor connections, ticketing, pedestrian conflict issues, vehicular conflict issues, implementation strategies, staging strategies, participation by West Windsor Township, and other related issues as they arise.

    12.2 To study, evaluate, and make recommendations to manage the appropriate flow of traffic and transportation in the greater Princeton community as a result of the impact of this and other proposed developments in and near the Central Business District, including, but not limited to, the development of the Hulfish North site, the site presently occupied by the University Medical Center at Princeton, the Merwick/Stanworth site, the YM/YWCA site, and the Hibben-Magie graduate student housing complex, with a view that traffic impacts of proposed developments shall be coordinated in such manner as to minimize negative impact on the community.

    12.3 To produce reports on the projects described in sections 12.1 and 12.2 for presentation to and consideration by the governing bodies of Princeton Borough and Princeton Township and the University not later than eight (8) months after each project commences, with the goal that the Princeton Regional Planning Board would consider incorporating Task Force recommendations into the

community Master Plan. The work of the Task Force shall be deemed complete upon acceptance of the reports by the municipalities.

12.4 As an initial step, the University, Borough and Township will provide funding to complete these studies with the University paying 50% and each municipality contributing 25%. The scope and the ultimate cost of the studies shall be determined by the Task Force, subject to the approval of the two governing bodies.

13. A mass transit trust fund will be established for studies, planning and implementation of improvements to transit needs of the Princeton community. Princeton University will provide $500,000 to establish the trust fund. Of that sum, $100,000 shall be provided upon approval of this agreement by the governing bodies of Princeton Borough and Princeton Township. Distributions from this fund will be made by majority vote of the trustees of the fund who will include equal numbers of representatives from the Borough, Township and University. (The membership or trustees of the trust fund shall not necessarily be the same as the membership of the Task Force established under section 11 of this memorandum.) There will be nine trustees of the fund. Three trustees will be appointed by the Mayor of the Borough with the consent of Borough Council; three trustees will be appointed by the Mayor of the Township with the consent of Township Committee; and three trustees will be appointed by Princeton University. The terms of the municipal trustees shall be decided by each respective governing body. Should the Borough and the Township consolidate, the new municipality will retain two thirds of the trustee membership.

14. Upon receipt by the Borough of necessary approvals from the New Jersey Department of Transportation and the Princeton Regional Planning Board, Princeton University agrees to provide up to $150,000 each for the installation of three (3) automatic illuminated cross-walks across Nassau Street at Palmer Square, Tulane Street and in the vicinity of 185 Nassau Street, comparable to that already installed on University Place by McCarter Theater. One cross-walk will be installed per year over a three-year period. In the event that NJDOT fails to approve the installation of such cross-walks, then the Borough and the Township, in consultation with the University, will undertake other pedestrian safety measures of comparable scope and purpose to be paid for by the University. In any event, Princeton University will have no financial obligation with respect to these safety measures in excess of $450,000. These initiatives will serve the interests of Princeton University and the greater Princeton resident community.

15. Subject to the conditions stated below, Princeton University hereby commits to provide a deed of easement for a permanent, perpetual right of way exclusively to permit and sufficient to accommodate light rail service or other mass transit service, as described below. In addition, the two municipalities agree to provide a necessary right of way in public owned property, as needed. The easements shall not be granted and recorded until such time when the mass transit service operator and/or the municipalities and the University are prepared to apply for the requisite approvals and permits to establish light rail service or other mass transit service, as described below. The easement shall terminate if the light rail service or other mass transit service use is abandoned for a

period of three years or if either municipality fails to deliver, or later terminates, a right of way for the service link to Nassau Street. It is understood that the light rail or mass transit service provider shall be fully responsible for any maintenance and operation of mass transit service across the University-provided right of way. The University-provided right of way will be established from the existing NJ Transit right of way connecting to Alexander Street either at the proposed new station location or at a point to be mutually agreed farther south. The University will enter into agreements with the municipalities that preserve a right of way from future development. The right of way shall be adequate for vehicle width and clearance and shall be legally enforceable. No party to this agreement will seek compensation in connection with the use of any right of way identified herein. The Borough's legal counsel has prepared a memorandum that opines that the right of way is adequately defined herein so as to be legally enforceable, a copy of which is attached hereto as Exhibit A. The University has had an opportunity to review this memorandum with its counsel and concurs that the right of way is adequately defined herein so as to be legally enforceable and agrees to waive any right to contest the enforceability of its commitment to provide the right of way agreed upon herein. If not used for transit purposes within 65 years from the date of the commencement of train service from the new station location, the commitment for the right of way set forth in this memorandum will expire.

Miscellaneous

16. Any waiver, modification, consent, or acquiescence with respect to any provision of this MOU shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

17. In the event that any provision of this MOU should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

18. This MOU shall be construed and enforced under the laws of the State of New Jersey without regard to Conflicts of Laws rules.

19. This MOU shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

20. Wherever possible, each provision of this MOU shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this MOU shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this MOU.

21. This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom

without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this MOU attached thereto.

22. Each entity executing this MOU hereby represents and warrants that he, she, or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she, or it is executing this MOU to the terms hereof.

23. Notwithstanding anything to the contrary contained herein, this MOU shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render any party liable for any of the debts or obligations of another, except as specifically contemplated herein.

IN WITNESS WHEREOF, the Borough of Princeton, the Township of Princeton and Princeton University have caused this MOU to be executed in their respective names by their duly authorized officers, as of the date first above written.

WITNESS	Borough of Princeton By: Mayor Mildred Trotman Dated: 10-25-11
WITNESS	Township of Princeton By: Mayor Chad Goerner Dated: 10/26/11
WITNESS	Princeton University By: ~~President Shirley Tilghman~~ Robert K Durkee Vice President and Secretary Dated: 10/31/11