

# MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW

## MEMORANDUM

To: Mayor & Council of Princeton

From: Edwin W. Schmierer, Esq.



Date: December 5, 2013

**Re: Dinky Train Station Parking Lot Multi-Meter License Agreement**

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On October 28, 2013, the Mayor and Council by resolution endorsed the multi-space parking meter pilot program which would be installed within the Princeton Dinky train station parking lot and to limited locations on University Place and Alexander Street. Princeton University has agreed to purchase and install eighty-five (85) multi-metered parking spaces within the train station parking lot; multi-meter facilities to serve up to twenty-six (26) parking spaces on University Place and up to forty-seven (47) spaces on Alexander Street. A total of eight (8) multi-space parking meter facilities would be installed. It was agreed that after a two-year test pilot program, if the new multi-meter technology works satisfactorily for Princeton, then the meters would be conveyed to Princeton. All of the revenue generated from these meters would be paid to Princeton.

In order to implement this program, a license agreement between Princeton and Princeton University needs to be executed. I attach hereto the proposed license agreement. I also attach hereto a proposed resolution authorizing its execution.

I would appreciate very much your considering authorizing the license agreement at your meeting on December 9, 2013.

EWS:kaj

cc: Robert W. Bruschi, Administrator  
Kathryn Monzo, Assistant Administrator/Finance Officer  
Linda S. McDermott, Clerk  
Robert V. Kiser, P.E., Princeton Engineer  
Deanna Stockton, Assistant Princeton Engineer  
Kristin Appelget, Princeton University

COUNTY OF MERCER

PRINCETON

STATE OF NEW JERSEY

RESOLUTION

WHEREAS, the Mayor and Council by resolution dated October 28, 2013 authorized the study and implementation of the installation of multi-space parking meters within the Princeton Dinky train station parking lot and for limited locations on University Place and Alexander Street; and

WHEREAS, Princeton University has agreed to enter into a license agreement to facilitate the purchase and installation of the multi-meter parking facilities and begin the two-year pilot program to study this meter technology; and

WHEREAS, to facilitate the implementation of the program and the purchase and installation of the meters by Princeton University, a license agreement is required to be executed between Princeton and Princeton University.

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

1. The Mayor and Clerk of Princeton are hereby authorized and directed to enter into a Dinky Train Station Parking Lot License Multi-Space Meter Agreement. The agreement authorized by this resolution is on file in the office of the Municipal Clerk and may be inspected during regular office hours.
2. A certified true copy of this resolution upon its adoption shall be furnished by the Municipal Clerk to the Trustees of Princeton University, c/o Kristin S. Appelget, Director of Community and Regional Affairs, 22 Chambers Street, Princeton, New Jersey, 08542.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the foregoing Resolution was considered and adopted by the Princeton Council at its regular meeting held on the 9<sup>th</sup> day of December, 2013.

Linda S. McDermott, Clerk  
Princeton

**DINKY TRAIN STATION PARKING LOT**

**LICENSE AGREEMENT**

**And**

**Agreement for Installation of Multi-Space Meters**

THIS LICENSE AGREEMENT is made on this 9<sup>th</sup> day of December, 2013 by and between THE TRUSTEES OF PRINCETON UNIVERSITY, a non-profit, education corporation of the State of New Jersey, with its principal offices located at Nassau Hall, Princeton, New Jersey, 08542 (hereinafter referred to as "Licensor" or the "University") and PRINCETON, a municipal corporation of the State of New Jersey, with its principal offices located at 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "Licensee" or "Princeton" ).

**WITNESS**

WHEREAS, the parties have agreed to a plan of improvements for the Princeton Branch ("Dinky") train station parking lot and for certain parking spaces on Alexander Road and University Place involving the installation of a parking management system involving multi-space parking pay stations; and

WHEREAS, the parties wish to test the new parking management system for the pilot timeframes set forth herein below in order to determine whether or not the multi-meter parking management system is cost efficient for the Licensee.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein below, the Licensor and Licensee agree as follows:

1. The Licensor hereby Licenses to the Licensee 85 metered parking spaces within the Princeton Dinky train station parking lot, as well as 18 short-term/"Kiss-and-Ride" metered spaces adjacent to the Wawa convenience store that will have single head meters (being provided and maintained by Princeton and installed and enforced by the University). The 85 spaces are non-exclusively licensed to Princeton for the purpose of providing long-term commuter parking for the Princeton Dinky train station; Princeton may not designate these spaces for alternative uses or sub-license or assign the spaces. The location of said parking spaces is set forth on Exhibit "A" attached hereto and made a part hereof.
2. The Licensor agrees to a one-time purchase and equipment installation, for the aforementioned 85 parking spaces within the Princeton Dinky parking lot as well as for up to 26 parking spaces on University Place and up to 47 parking spaces on Alexander Street, of a total of 8 multi-space parking meters. The Licensor, in addition to purchasing said multi-space meters, shall be responsible for the one-time, complete installation of

said meters including furnishing and installing the multi-space meters, pavement striping, space numbering, and signage

3. Said multi-space meters must be able to accept multiple payment options. Programming of said meters shall be accomplished through a hand-held device or central computer. Said meters shall have the ability to provide special rate conditions such as early morning specials, weekend specials, special events conditions, as well as accepting payment for long-term parking or adding time for parking via cell phone in designated spaces.
4. Princeton shall assume the annual operating expense for the multi-space parking management system. Princeton shall also be responsible for the cost of any warranty for the meters after the first year of operation. Princeton shall be responsible for the operation, maintenance and enforcement of the multi-meter system and spaces (not including permit or short-term spaces), including training of both operational and enforcement personnel. Princeton shall have access to warranty services under the University's warranty for the first year following installation.
5. Licensor shall be responsible for the maintenance of the Dinky train station parking lot including but not

limited to snow removal, pavement striping, space numbering, and signage maintenance.

6. Licensee shall be responsible for pavement striping, space numbering and signage maintenance for the spaces on University Place and Alexander Street after the initial installation.
7. Licensee shall retain 100% of the revenue generated by the multi-space meters and the 18 single-head meters.
8. The initial term of this License agreement shall be for 2 years commencing February 1, 2014 and ending January 31, 2016. This initial term shall be the pilot program for the multi-space parking management system. During said two years, the parties agree to evaluate the cost effectiveness of the multi-space meter system. If the Licensee determines that the multi-space parking meter system is not cost effective, then prior to the termination of this initial term, the Licensee shall advise the Licensor that the above referenced 8 multi-meter parking devices shall be removed. The Licensee shall then install meters of its choice at its expense for the 85 parking spaces in the Dinky train station lot as well as for the up to 26 parking spaces on University Place and up to 47 parking spaces on Alexander Street as reflected on Schedule "A" attached, which had been

served by the multi-space meters. If at the end of the two year pilot timeframe, the Licensee is satisfied with the multi-space parking management system, then the University shall convey the multi-space meters to the municipality for \$10.00, subject to the University's approval for any relocation. It is anticipated that the multi-space meters will remain in place. Upon conveyance of the meters to the municipality, the term of this Agreement shall be extended for an additional 10 years commencing February 1, 2016 and terminating January 31, 2026.

9. The timeframe agreed upon between the parties involving the installation of the multi-space parking system is as follows:
  - A. November 1, 2013 - January 31, 2014: Licensor acquires and installs the multi-space parking management system within the Princeton Dinky parking lot, on University Place and Alexander Street.
  - B. February 1, 2014 - January 31, 2016: the two year pilot study of the performance of the multi-space parking management system evaluated within the Princeton Dinky parking lot.
  - C. Installation and operation of multi-space meters for spaces on Alexander Street and University Place will

occur when all of the parking spaces for use are approved by the Princeton Engineer and Police Department. Pilot study of the multi-space meters will take place for the first two years following installation/operation.

10. The Licensee agrees to ordinance parking regulations for the Princeton Dinky train station parking lot and to extend Title 39 enforcement jurisdiction over the multi-space metered spaces in the lot.
11. The Licensee assumes all risk of and liability for all injury to or death of any person or persons and for any damage to any property occasioned wholly or in part by the Licensee or any patron, employee or other person in relation to the occupancy and use of the Licensed premise and to indemnify, defend and save harmless the Licensor from all liability, claims, demands, suits, actions, damages and fees and cost and expense for any such injury, death or damage, even in the event that Licensor is alleged or found to be partially negligent. The Licensee shall provide to the Licensor a certificate of insurance designating the Licensor as an additional insured under the Licensee's general liability insurance policy.

12. Notices required to be sent hereunder shall be sent by registered mail, return receipt requested as to the Licensor:

Office of the Vice President of Facilities  
McMillan Building, Princeton University  
Princeton, NJ 08544

with a copy to:

Office of the General Counsel  
4 New South  
Princeton University  
Princeton, NJ 08544  
Attention: Hannah Ross

and to:

Director of the Office of Community  
and Regional Affairs  
Princeton University  
22 Chambers Street, Suite 101  
Princeton, NJ 08542

and as to the Licensee:

Princeton Administrator  
400 Witherspoon Street  
Princeton, NJ 08542

with a copy to:

Mason, Griffin & Pierson, PC  
101 Poor Farm Road  
Princeton, NJ 08540

or to such other person or office as the parties shall designate from time to time in writing.

IN WITNESS WHEREOF, the parties have hereunto set their corporate seals and caused these presents to be executed by

their respective proper offices, as of the day and year first written above.

Attest:

THE TRUSTEES OF PRINCETON UNIVERSITY,  
Licensor

By:

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Hannah S. Ross, Esq.  
Assistant Secretary

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Michael E. McKay  
Vice President for Facilities

Attest:

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

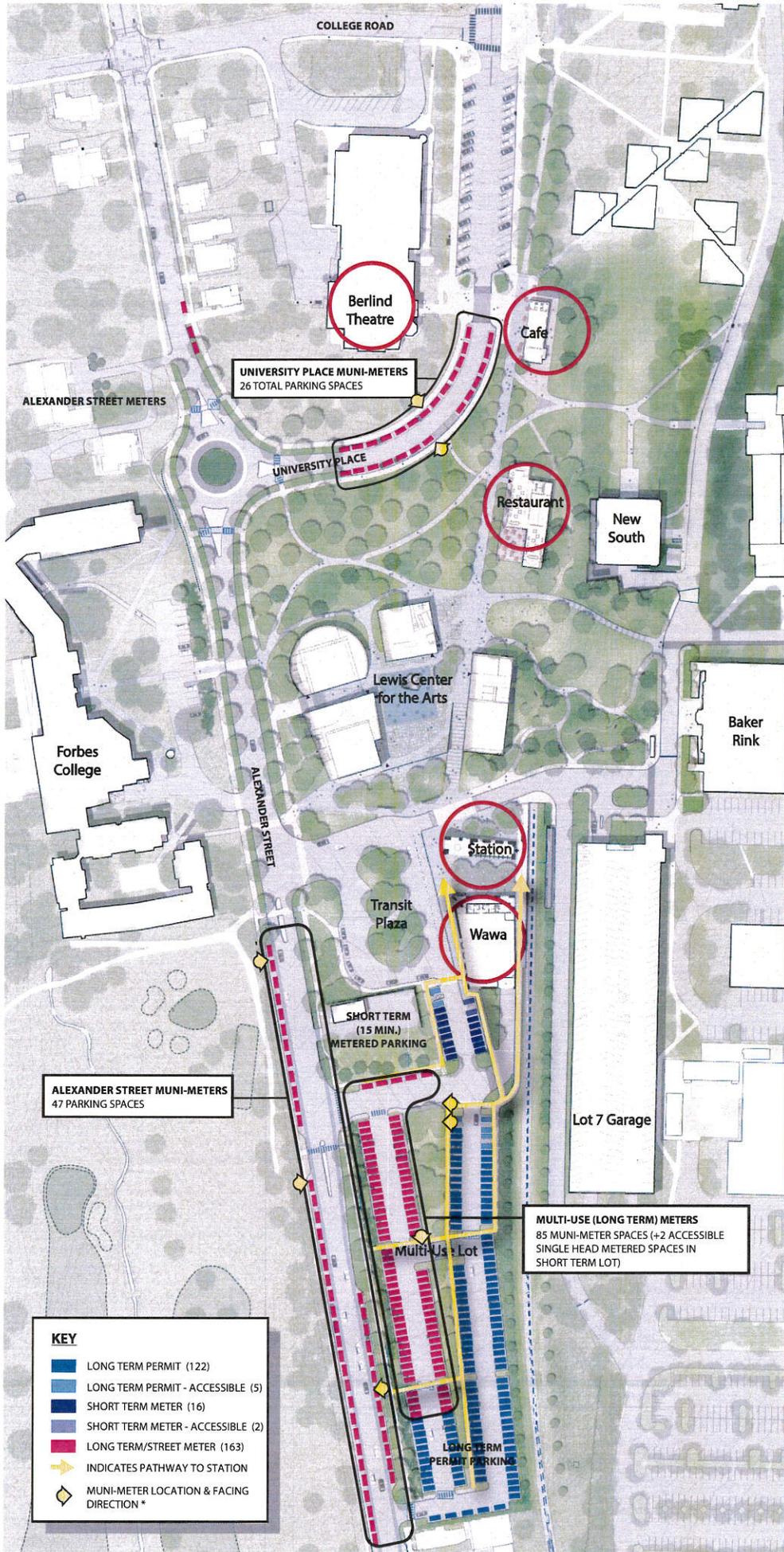
By:

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Linda McDermott  
Clerk

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Liz Lempert, Mayor



**KEY**

	LONG TERM PERMIT (122)
	LONG TERM PERMIT - ACCESSIBLE (5)
	SHORT TERM METER (16)
	SHORT TERM METER - ACCESSIBLE (2)
	LONG TERM/STREET METER (163)
	INDICATES PATHWAY TO STATION
	MUNI-METER LOCATION & FACING DIRECTION *

Princeton University - Arts Neighborhood Parking with Multi-Space Meter Locations\*  
 December 2, 2013

DRAFT

**Boyer**  
**Blumberg**  
**Bole**  
 ARCHITECTS & DESIGN LLP  
 1000 Walnut Street, Suite 200  
 Princeton, NJ 08540  
 609.683.1100

Landmark Planning  
 Michael Van Valkenburgh Associates, Inc.  
 1000 Walnut Street, Suite 200  
 Princeton, NJ 08540  
 609.683.1100  
 Landscape Architecture  
 Virginia Heuer Hootlin, Inc.  
 1000 Walnut Street, Suite 200  
 Princeton, NJ 08540  
 609.683.1100  
 Planning  
 BFF Planning  
 1000 Walnut Street, Suite 200  
 Princeton, NJ 08540  
 609.683.1100

\* Vendor recommended general location of machines - specific locations are subject to minor adjustment to optimize performance