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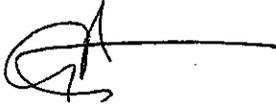
MEMORANDUM

To: Mayor and Council of Princeton

From: Edwin W. Schmierer, Esq.
Princeton Attorney

Date: January 22, 2013

Re: **Resolution Concerning Real Property Tax Appeals**



Annually, the Princeton Special Tax Appeal Counsel, Harry Z. Haushalter, Esq., recommends that the municipality adopt a Resolution authorizing the Tax Assessor to file and resolve real property tax appeals. Our custom and practice, which will continue, involves having the Tax Assessor utilize this Resolution for routine tax appeals. If there are any significant tax appeals involving the community and a settlement is proposed, authorization for that settlement would be discussed with the Mayor and Council by Mr. Haushalter and Neal Snyder, CTA. Settlement authority without formal Council consent would be limited to settlements that would not involve a tax refund or assessment adjustment exceeding seventeen thousand five hundred (\$17,500.00) dollars.

I attach hereto the recommended Resolution. We would appreciate your considering this Resolution as a part of your Agenda on January 28, 2013.

EWS:jv
attach.

cc: Robert W. Bruschi, Administrator
Kathy Monzo, Assistant Administrator/CFO
Linda S. McDermott, Clerk
Robert V. Kiser, P.E., Princeton Engineer
Harry Z. Haushalter, Esq.
Neal A. Snyder, CTA, Tax Assessor

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PRINCETON

COUNTY OF MERCER

STATE OF NEW JERSEY

RESOLUTION AUTHORIZING TAX ASSESSOR TO ACT AS AGENT FOR PRINCETON
FOR THE PURPOSE OF FILING AND SETTLING TAX APPEALS ON BEHALF OF THE
TAXING DISTRICT FOR THE TAX YEAR 2013

WHEREAS, the Tax Assessor is knowledgeable regarding the valuation and assessment of properties in Princeton; and

WHEREAS, the Tax Assessor has the statutory responsibility, pursuant to *N.J.S.A. 54:4-23* to 36, to set assessments for properties in Princeton under the Local Property Tax, *N.J.S.A. 54:4-1 et seq.*; and

WHEREAS, the governing body of the Taxing District deems the Tax Assessor to be responsible and acting in the best interests of the municipality.

NOW, THEREFORE, BE IT RESOLVED by the Council of Princeton, that the Tax Assessor is hereby authorized to act as agent for the Taxing District without further governing body approval to:

(a) Determine when tax appeals, cross appeals, complaints and counterclaims should be filed on behalf of the Taxing District with regard to any property located in Princeton and accordingly direct the attorney for the Taxing District to file such documents with either the County Tax Board or Tax Court of New Jersey as deemed appropriate.

(b) Resolve and settle tax appeals pending before the County Tax Board, Tax Court or Appellate Courts for any tax year and authorize the attorney for the Taxing District to formalize such settlements in the appropriate Courts and/or County Tax Board provided said settlement without further Council approval does not exceed seventeen thousand five hundred (\$17,500.00) dollars.

ADOPTED at a regular meeting of the Princeton Council held January 28, 2013.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the above is a true and correct copy of a Resolution adopted at a meeting of the Council of Princeton, held on the 28th day of January, 2013.

Linda S. McDermott, Clerk
Princeton

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, that the Council member listed below is appointed to the:

Fire House/Valley Road School Task Force: Jenny Crumiller

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 Mayor and Council at its meeting held January 28, 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 24, 2013
TO: Mayor & Council
FROM: Sandra Webb, Chief Financial Officer
Re: Resolution Authorizing the Cancellation of Property Taxes

On Council's agenda for January 28th is a resolution authorizing cancellation of property taxes.

The property located at 104 Mercer was broken into two parcels with two different qualifiers by the Tax Assessor. When this was done, the property was erroneously changed from non-taxable to taxable. Therefore, taxes for 2012 and 2013 need to be cancelled.

The property located at 102 Mercer had a qualifier added to it by the Tax Assessor. When this was done, the property was erroneously entered with an assessed valuation of \$604,600, which was overstated by \$250,200 and should have been \$354,400. Therefore, taxes for 2012 and 2013 need to be reduced.

The property located at 43 Hibben had a second building on the property record card which was incorrect. The assessed valuation was listed at \$621,000, which was overstated by \$363,100, and should have been \$257,900. Therefore, taxes for 2012 and 2013 need to be reduced.

**A RESOLUTION AUTHORIZING THE CANCELLATION
OF PROPERTY TAXES FOR THE YEAR 2012 & 2013
ON VARIOUS PARCELS TO CORRECT ASSESSED
VALUE AND EXTENDED TAX DUPLICATE**

WHEREAS, the 2012 Extended Tax Duplicate for Block 39.01 Lot 16 Qualifier C01 listed as taxable, which was changed by the Tax Assessor's officer in error when one property was broken into two and should have remained as non-taxable, and;

WHEREAS, the 2012 Extended Tax Duplicate for Block 39.01 Lot 16 Qualifier C02 has an assessed value of \$604,600. The amount was erroneously listed by the Tax Assessor's office when a qualifier was added to the property and the Tax Assessor has determined that the assessed value is overstated by \$250,200 and that the correct assessed value is \$354,400, and;

WHEREAS, the 2012 Extended Tax Duplicate listed Block 36.01 Lot 17 Qualifier C03 with an assessed aalue of \$621,000. There was an error on the property record card indicating a building that didn't exist and the Tax Assessor has determined that the assessed value is overstated by \$363,100 for 2012, and that the correct assessed value for is \$257,900, and;

WHEREAS, it is the desire of the Mayor and Council of Princeton to cancel the above listed property taxes as follows:

	<u>2012</u>	<u>2013</u>
Block 39.01 Lot 16 C01	\$13,610.93	\$6,805.47
Block 39.01 Lot 16 C02	\$ 5,266.71	\$2,633.36
Block 36.01 Lot 17 C03	\$ 7,643.26	\$3,821.64

NOW, THEREFORE, BE IT RESOLVED on this 28th day of January, 2013, by the Mayor and Council of Princeton, County of Mercer, State of New Jersey, that the taxes on the properties listed above are hereby canceled and the Tax Collector is authorized to adjust her records, and is hereby released from the collection of the same.

Linda S. McDermott, Municipal Clerk

I, Linda S. McDermott, Municipal Clerk of Princeton, in the County of Mercer, in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council of Princeton, NJ at a meeting held January 28, 2013.

**RESOLUTION
OF THE MAYOR AND COUNCIL
OF PRINCETON
APPROVING BINGO LICENSE BA:353
TO YMCA OF PRINCETON**

WHEREAS, YMCA of Princeton has submitted a bingo application to the Clerk's Office; and

WHEREAS, N.J.A.C. 13:47-4.1 requires seven (7) days to elapse before the Governing Body makes its findings and determinations; and

WHEREAS, the required waiting period is satisfied on January 21, 2013; and

WHEREAS, YMCA of Princeton, in accordance with N.J.A.C. 13:47-3 et seq, has submitted the required fees, four copies of their application, and the Legalized Games of Chance Control Commission (LGCCC) registration form with identification number.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton that bingo license BA: 353 for YMCA of Princeton be approved; and

BE IT FURTHER RESOLVED that the Municipal Clerk will forward the Finding and Determinations for BA: 353 to the LGCCC in accordance with N.J.A.C. 13:47-4.1.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Marks								
Mr. Miller								
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 Princeton at a meeting held January 28, 2013

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Borough, this 29th day of January 2013.

LINDA MCDERMOTT
Clerk



PRINCETON AFFORDABLE HOUSING

Princeton Municipal Building

1 Monument Drive

Princeton, NJ 08542

609-688-2029

www.princetonnj.gov

cpeacock@princetonnj.gov

MEMORANDUM

To: Princeton Council

From: Christy Peacock, Affordable Housing Coordinator

Date: January 18, 2013

Princeton Borough's Affordable Housing Program has been administered by an outside agency for a number of years. On November 30, 2012, the Princeton Township Affordable Housing Coordinator sent Requests for Proposals to five agencies in order to obtain bids to continue this administrative agent process for 2013. We received two bids.

Derek Bridger, the Borough Affordable Housing Coordinator, and I are recommending that Princeton Council approve, and agree to hire, Princeton Community Housing Development Corporation to continue in its role as Administrative Agent for those properties listed on the attached proposal at a price not to exceed \$26,460.00, or \$2,205.00 per month, beginning January 1, 2013, and ending December 31, 2013.

We are making this recommendation for the following reasons:

PCHDC has been the Borough's Administrative Agent for several years. Continuity of the Program and ease of client accessibility are key factors in ensuring the effective and efficient provision of Princeton affordable housing.

The price that PCHDC is quoting is less than the other bidder's price.

**RESOLUTION
OF THE MAYOR AND COUNCIL
OF PRINCETON
APPROVING A SERVICE AGREEMENT WITH
PCH DEVELOPMENT CORPORATION (PCHDC)**

WHEREAS, PRINCETON wishes to enter into an agreement with **PCH Development Corporation (PCHDC)**, a nonprofit corporation, (the "Provider"), for the performance by the Provider of professional services in connection with the marketing and qualification of tenants for affordable housing units; and

WHEREAS, the Local Public Contracts Law requires that the Resolution authorizing the award of contract for the services without competitive bidding be publicly advertised; and

WHEREAS, the services to be performed are services which are exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.,

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 the aforesaid services with **PCH Development Corporation (PCHDC)**

1. The contract so authorized shall require PCHDC to provide services and other related duties, as follows:

To serve as the Administrative Agent for Princeton and to administer and enforce affordability controls as provided in N.J.A.C. 5:80-26.14, for certain housing units as more fully set forth in the contract:

Under this contract, the Provider shall at all times act as an independent contractor and not as an employee of Princeton, 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.

2. Princeton shall pay the Provider the following compensation:

An amount not to exceed Twenty Six Thousand Four Hundred Sixty Dollars (\$26,460.00), in twelve monthly payments of \$2,205.00 each, beginning January 2013, and ending December 31, 2013.

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

4. This 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.

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

6. An executed copy of the contract between Princeton and the Provider and a copy of this Resolution shall be on file and available for public inspection in the Office of the Princeton Clerk.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Liverman								
Mrs. Crumiller								
Mrs. Butler								
Mrs. Howard								
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 Princeton at a meeting held January 28, 2013.</p> <p>IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of Princeton, this 28th day of January, 2013.</p>								
<p>_____ Linda McDermott Princeton Clerk</p>								

**PRINCETON
PROFESSIONAL SERVICES AGREEMENT**

AGREEMENT, made this 28th day of January, 2013, by **PCH Development Corporation (PCHDC)**, a non-profit corporation, located at 245 Nassau Street, Princeton, New Jersey, (hereinafter referred to as "Provider"), and **Princeton, a municipal corporation in the County of Mercer and State of New Jersey** (hereinafter referred to as Princeton, 400 Witherspoon St, Princeton, NJ 08540.

WHEREAS, Princeton wishes to enter into an agreement with Provider for professional services in connection with certain activities being conducted by Princeton, as hereafter more particularly stated.

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

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

To serve as the Administrative Agent for Princeton and to administer and enforce affordability controls as provided in *N.J.A.C. 5:80-26.14*, for certain housing units as more fully described below:

Covered Units:

1. The Waxwood - Existing **non-COAH** project owned by the Hillier Corporation. This project is currently a rental project but will eventually be converted to a condominium. Upon conversion it is anticipated that the condo units will be sold. Currently there are three moderate-income rentals located in this project. The Borough pays a subsidy to buy the rent down from a moderate-income rental to a low-income rental for one of these units. Applicants must reside in the John Witherspoon Neighborhood in order to qualify for a unit. Administrative Agent functions include review and final random selection of tenants and/or owners, and monitoring of rental subsidy. The management company at the Waxwood is responsible for the processing of the applications.
2. Moore Street Apartments - Existing **non-COAH** project contains one moderate-income for sale unit. The Administrative agent responsibilities include certifying and randomly selecting the applicants.
3. **Existing COAH Approved Housing Projects** -
 - a. John and Clay Street Condominium – 8 units total- 3 moderate-income units. 5 middle-income units**. All units owned by individual homeowners. The property is managed by N.T. Callaway Realtors (Dianne Bleacher). Administrative agent responsibilities include maintaining list of certified applicants for future resales.

- b. Hamilton Avenue Condominiums -16 units total- 3 low-income units, 3 moderate-income units, 10 middle income units**. All units owned by individuals. Property is managed by Callaway Henderson Sotheby's International Realty (Dianne Bleacher). Administrative agent responsibilities include maintaining list of certified applicants for future resales.
- c. Shirley Court - 6 units total- 1 low-income unit, 2 moderate-income units, 3 middle- income units**. All units owned by individual homeowners. Princeton Community Housing (PCH) manages the property. Administrative agent responsibilities include maintaining list of certified applicants for future resales.
- d. MacLean Street Condominiums - 6 units total, 2 low-income units, 1 moderate-income unit, 3 middle-income units**. Individual homeowners own all units. PCH manages the property. One of the homeowners is currently in foreclosure. Administrative agent responsibilities include maintaining list of certified applicants for future resales.
- e. 114 Leigh Ave. - Existing moderate-income single-family home. Administrative Agent responsibilities include maintaining a list of certified applicants for future resales.
- f. 253 Nassau Street (The Princewood) - containing one low-income rental unit. Jeffery Albert owns the project (currently all rentals). Administrative agent functions consist of maintaining a list of certified applicants for future vacancies. The property is managed by Weinberg Management.
- g. Witherspoon House (Phase I) - Existing rental apartment project containing two moderate-income rental apartments. Nassau HKT owns the project. Administrative functions include maintaining a pool of certified applicants for future vacancies. Property is managed by Callaway Henderson Sotheby's International Realty (Dianne Bleacher).
- h. 171 John Street - Existing moderate-income single-family home. Administrative Agent responsibilities include maintaining a list of certified applicants for future resales.
- i. Witherspoon House (Phase II) – The project contains ten moderate-income affordable rental units. Administrative agent functions include the processing/certifying of applications for future vacancies. Property is managed by Callaway Henderson Sotheby's International Realty (Dianne Bleacher).
- j. 100 Leigh Avenue- Contains five units (one very-low income one-bedroom, three low-income two-bedrooms and one low-income three-bedroom). Administrative agent functions will include processing/certifying of applications for future vacancies. PCH manages the property.

- k. 41 Spring Street - Rental apartments include one moderate-income efficiency unit and a one-bedroom low-income rental. The project is owned by Anthony LaPlaca and managed by Weinberg Management. Administrative agent functions include maintaining a pool of qualified applicant for future rentals.
 - l. 291-293 Nassau Street - One moderate-income rental unit. Property is owned by Princeton International Properties. Administrative agent functions include maintaining a pool of qualified applicant for future rentals.
 - m. 198 Witherspoon Street – One low-income efficiency unit and one moderate-income one bedroom unit.
 - n. 246 John Street – One low-income two-bedroom rental.
 - o. Palmer Square - This project involves ten moderate-income rental units. It is anticipated that two more units will be leased in 2012.
 - p. 12-14 Vandeventer – Moderate-income efficiency unit
4. Affordable Housing Board - Administrative Agent shall report to the Affordable Housing Board quarterly.
 5. Affordable Housing Budget - Administrative Agent shall assist in the compilation of a budget for the Princeton Administrator.

** Middle-income units are affordable to 200% of the median income; although they do not receive COAH credit the applications are processed according to COAH guidelines. If there is a middle-income unit for sale, and there is more than one certified applicant, the selection process must be random. Administrative agent functions include maintaining a list of certified applicants for future resale.

The scope of these services includes the following:

Affirmative Marketing Plan

PCHDC will ensure that the Affirmative Marketing Plan prepared by Princeton and provided to **PCHDC** shall be implemented during the term of this Agreement.

Display and paid advertisement should not be necessary. However, should a unit owner or Princeton Borough wish to advertise, all display and paid advertisements will be at the sole expense and responsibility of the unit owner or Princeton. Copies of all advertising (tear sheets) will be supplied to **PCHDC** by unit owner or municipality; copies will include the date the advertisement appeared and in which publication.

PCHDC shall also market the units by Contract with the various churches, non-profit organizations, etc. set forth in the Affirmative Marketing Plan given to **PCHDC** by Princeton.

PCHDC will implement Princeton's Affirmative Marketing Plan as follows:

- (a.) **PCHDC** will advertise Princeton's affordable housing resale options utilizing the proper media resources and community information networks within the Mercer/Monmouth/Ocean county region as per the Non-Profit's Affirmative Marketing plan that was submitted to COAH/UNIFORM HOUSING AFFORDABILITY CONTROLS (copy to be provided to **PCHDC**)
 1. Trenton Times (regional)
 2. Asbury Park Press (regional)
 2. Princeton Packet (neighborhood)
 4. Princeton Town Topics (neighborhood)

- (b.) **PCHDC** will provide applications, brochures, signs, and/or flyers used as part of the marketing program portion of the Affirmative Marketing Plan, including specific employment centers within the region which are found at the following locations:
 1. Princeton University
 2. The Medical Center of Princeton
 3. Educational Testing Service
 4. Princeton Theological Seminary
 5. U.S. Army Communications at Fort Monmouth
 6. Meridian Health Systems
 7. AT&T
 8. Six Flags Theme Parks, Inc.
 9. Saint Barnabas Health Care Systems
 10. Toms River Regional School System
 11. Bristol-Myers Squibb Company

- (c.) **PCHDC** will contact community organizations in the Mercer/Monmouth/Ocean Housing Region that will aid in the Affirmative Marketing Plan. These contacts will reach out to groups that are least likely to apply for the low and moderate income housing within the region and will include:
 1. Princeton Housing Authority
 2. Human Services of Princeton
 3. Suzanne Patterson Senior Citizen Center
 4. Mercer County Hispanic Association
 5. Urban League of Metropolitan Trenton
 6. Borough of Red Bank Housing Authority - (Monmouth)
 7. Habitat for Humanity - Long Branch - (Monmouth) and (Mercer)
 8. Interfaith Neighbors, Inc.
 9. Monmouth Housing Alliance
 10. Homes for All- (Ocean)
 11. Brick Township Housing Authority - (Ocean)
 12. Dover Housing Authority - (Ocean)
 13. Ocean County Planning Dept.
 14. Princeton Community Housing, Inc.

- (d.) Flyers and applications shall be sent by **PCHDC** to the respective Board of Realtors in Mercer, Ocean and Monmouth Counties for publications in their journals and for circulation among their members.
- (e.) Applications shall be provided by mail or in-person by **PCHDC** representatives to prospective applicants at their request.
- (f.) Informational circulars and applications shall be sent by **PCHDC** to the Chief Administrator of Employees at each of the following agencies in Mercer, Monmouth and Ocean Counties:
 1. Rental Assistance Office;
 2. Office on Aging; and
 3. Area Community Action Agency.

Affordable Housing Inquiries

PCHDC will be responsible for responding to inquiries as follows:

- (a.) **PCHDC** will ask pertinent, detailed information of the prospective buyer, which will be recorded, on a **PCHDC** intake form
- (b.) **PCHDC** staff will provide information and answer inquires regarding affordable housing in Princeton Borough and any availability of units
- (c.) **PCHDC** will provide COAH eligibility information and regional income guidelines to those inquiring about affordable housing units in Princeton.
- (d.) **PCHDC** will explain to a household, which appears "over income", their options.
- (e.) **PCHDC** will pre-screen applicants for eligibility in the low- and moderate-income housing program and provide those who appear to be eligible with appropriate application forms by mail or hand delivery.
- (f.) **PCHDC** will assist prospective buyers of affordable housing in Princeton who, upon review/receipt of the application, have questions or need help completing the application or gathering documentation.
- (g.) The data that was recorded on the intake form will then be entered into **PCHDC** general Housing Resource Center computerized database.

Processing of Applications & Certification of Affordable Housing Units

PCHDC will review all applications and documentation submitted for eligibility in Princeton's Low- and Moderate-Income Program and make a determination as to an applicant's eligibility for

affordable housing as follows:

- (a.) Applications will be date stamped in the order they are received by **PCHDC**.
- (b.) Applications received by mail will be processed in date order that they are received. Applicants with appointments will be allowed to hand deliver the application and **PCHDC** employees will briefly review the documents/application for missing information or ask questions.
- (c.) All applications must be complete and include all required documentation in order to be fully processed. Any application with missing information or documentation may be returned to applicant with a written explanation of the deficiency. **PCHDC** will not hold, nor be responsible for, partial or incomplete applications. Required documentation that is missing will also be cause for all items to be returned to applicant and considered incomplete.
- (d.) As per substantive Uniform Housing Affordability Controls, every household member over 18 years of age who will live in the affordable unit shall be required to provide income documentation. Income includes but is not limited to: wages, salaries, tips, commissions, alimony, regularly scheduled overtime, pensions, social security, unemployment compensation, AFDC, verified regular child support, disability, net income from business or real estate, and income from assets such as savings, CD'S, money market, mutual funds, stocks and bonds and imputed income from non-income producing assets such as equity in real estate. Verification may include but is not limited to:
 - 1. Four consecutive pay stubs including overtime, bonuses or tips dated within 120 days of the interview date or a letter from employer stating present annual income figures as projected annually;
 - 2. A copy of regular IRS Form 1040 (Tax Computation Form) 1040A, or 1040 EZ as applicable and state income tax returns filed for each of the three years prior to the date of interview;
 - 3. A letter verifying benefits such as Social Security, Unemployment, Welfare, Disability or Pension Income (monthly or annually);
 - 4. A letter verifying any other sources of income claimed by the applicant such as alimony and child support;
 - 5. A letter verifying court ordered payments for alimony and child support to another household, whether or not it is being paid regularly, shall be excluded from income for purposes of determining income eligibility.
 - 6. Reports that verify income from assets to be submitted by banks or other financial institutions managing trust funds, money market accounts, certificates of deposits, stocks or bonds;
 - 7. Evidence or reports of income from assets such as real estate or businesses that are directly held by any Household Member;
 - 8. Evidence or reports that verify assets that do not earn regular income such as non-income producing real estate or savings that do not earn interest; and
 - 9. A notarized statement of explanation in such form as to be satisfactory to the

- reviewer.
10. Income from assets having delayed earnings, such as IRA's or annuity programs shall not be included in current income until such payments are being received. However, these assets must be reported and verified.
 11. Court-ordered payments for alimony or child support to another household will be considered a regular monthly debt whether or not it is being paid regularly.
 12. Households will be placed in a random selection or referred to units where they have proven the ability to purchase the unit at the advertised price, if they have met all documentation criteria, and the household size matches the unit requirements of the unit that is available for resale. Households who have a written pre-approval of more than 3 times their gross income will be offered group housing counseling (pre-purchase).
 13. Applicants will need to provide a written "pre-approval letter" from a financial institution as part of the required documentation if they will need financing in order to purchase a resale unit. Households must prove they are "financially eligible" for a loan for the amount necessary to purchase a resale unit in their category.
 14. Households will also be required to produce documentation of household composition for determining the correct unit size and the applicable median income guide.
- (e.) **PCHDC** will create and then, when necessary, appropriately update and maintain Princeton's Affordable Housing Resale List according to COAH/UNIFORM HOUSING AFFORDABILITY CONTROLS for the period of this contract.
- (f.) When necessary, **PCHDC** will employ a random selection process to determine the priority rank of each applicant for the Princeton Low- and Moderate-income program.
- (g.) **PCHDC** will determine and notify all applicants who have submitted completed applications of their eligibility or non-eligibility for the Princeton Low- and Moderate-Income Program and their selection status.
- (h.) **PCHDC** will maintain all files of applicants and occupancy data for the Princeton Low- and Moderate-Income Program.
- (i.) All applicable monitoring information will be provided to the Princeton Municipal Housing Liaison by **PCHDC** within 30 days of receiving the COAH report format/request. This statistical and informational data will then be the responsibility of the Princeton Municipal Housing Liaison to utilize. Usually the information is used to prepare and submit the appropriate report(s) in an accurate and timely manner to NJ COAH.

Resale Process

PCHDC and an eligible seller of a low- or moderate-income unit will proceed as follows:

- (a.) **PCHDC** will meet with the eligible seller(s) of Moore Street Apartments, John & Clay

Street Condominiums, Hamilton Avenue Condominiums, Shirley Court Condominiums, MacLean St. Condominiums, 114 Leigh Avenue, 171 John Street to explain the resale process. They will be required to execute the notice of intent to sell which will be prepared by **PCHDC**. A fully executed copy will be provided to Princeton.

- (b.) **PCHDC** will review their original closing documents and **PCHDC** will calculate the maximum allowable resale price for the unit based on the guidelines established by Uniform Housing Affordability Controls/COAH.
- (c.) **PCHDC** will meet with the unit owners to explain Maximum Resale pricing and the ability to lower the price to be advertised or contracted for, and that the unit can never be sold for more than the Maximum Resale Price. If any increase, due to capital improvements, is allowable on any of the units listed in (a) above then this information must be provided to **PCHDC** by Princeton at execution of this contract.
- (d.) At resale, all items of property that are permanently affixed to the unit/or were included when the unit was initially restricted shall be included in the maximum allowable resale price. Other items of property may be sold to the purchaser at a reasonable price that has been approved by both parties. If the unit is being sold for maximum resale price, then these negotiable items will have to be under a separate transaction, with nothing to do with **PCHDC**. The owner and purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at resale. **PCHDC** will prepare a flyer with the owner at the time they sign their "intent to sell" for their particular unit to be distributed by both **PCHDC** and the owner to prospective buyers.
- (e.) **PCHDC** will explain that the following rules apply to unit owners and prospective buyers:
 - 1. The unit must be sold to a qualified low- or moderate-income household at a price not to exceed the maximum permitted sales price in accordance with existing Uniform Housing Affordability Controls.
 - 2. The unit is regulated by the deed restriction and lien adopted by COAH/Uniform Housing Affordability Controls for a period of at least 99 years.
 - 3. **PCHDC** will be provided by Princeton with the proper sample documents and appendixes that are to be recorded or signed at closing within 15 days of execution of this contract.
 - 4. **PCHDC** must receive and review any Contract of Sale within 5 business days of execution. **PCHDC** must be provided with the seller's attorney's name, address, phone and fax number and purchaser's attorney's name, address, phone and fax number at the time the Purchase Agreement is executed. **PCHDC** staff is required to gather this information and document it in the file.
 - 5. At the time of any resale, Princeton shall retain twenty five percent (25%) of the appreciation that has accrued since the last resale. For example, if the property appreciates \$10,000 from the time it was initially purchased by that purchaser until the time it is sold, Princeton would retain 25% of

the \$10,000, or \$2,500. This will be explained to potential buyers prior to execution of a Contract of Sale.

6. **PCHDC** will explain that the affordable unit must remain the owner's primary residence and that the unit is not allowed to be rented. Hardship waivers should not need to be considered or implemented unless in extreme circumstances. **PCHDC** will consider written requests by owners for a hardship waiver and determine if one is warranted. **PCHDC** will also explain that the unit cannot be refinanced or have a home equity loan or any other financing after their first mortgage without written permission from Princeton. Princeton and the Princeton Attorney will be responsible for the subordination documents and approval/denial of financing subordination requests.
- (f.) **PCHDC** will write to both the seller's attorney and buyer's attorney to ensure that **PCHDC** is notified of the closing date, location and time. An appropriate **PCHDC** representative will attend appropriate closings for affordable housing units listed in this agreement. **PCHDC** will review all applicable affordable housing covenants and documents as supplied by the Princeton Attorney and prepared by same, and will explain these requirements to the parties purchasing the unit(s).
- (g.) Low- and moderate- income sale units shall not be offered to non-income eligible households without special approval as outlined in COAH/UNIFORM HOUSING AFFORDABILITY CONTROLS Rule 5:93-9.16 and never for more than the maximum price permitted. In no case shall a resale eliminate the resale controls on the unit.
- (h.) **PCHDC** must be notified of any requests by the seller of pricing changes (increase or decrease) by the seller in writing. The seller must provide and prepare any new flyers or handouts regarding their unit by hand-delivering them or mailing them for distribution to **PCHDC** at their own cost and expense.

OTHER

Foreclosure

All affordable sale units should be tagged by the Princeton tax collector as affordable. Should any of these "tagged" units fail to pay their taxes or other municipal costs, **PCHDC** will be notified promptly in writing so that **PCHDC** counselors can work with the homeowner/lender to cure the delinquency and avoid foreclosure/liens. In order for **PCHDC** to work with the lender or any other parties, the homeowner will have to work cooperatively with **PCHDC**. In addition, all homeowners of affordable housing will receive notification annually that **PCHDC** can provide free counseling should they encounter financial difficulties, especially in regard to making their mortgage/home equity loan payments.

Maintenance of Restricted-Ownership Units

A restricted-ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the municipal building inspector stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum

control period provided under N.J.A.C. 5:80-26.5 (a). **PCHDC** will be provided with the name and contact information of the person responsible at Princeton for issuing the Certificates of Occupancy. Princeton shall advise **PCHDC** in writing should an affordable unit require a Certificate of Occupancy.

Coordination and Accountability

- (a.) **PCHDC** will provide the Princeton Council, the housing officer or any other designated township officials with on-going information regarding the status of the Affordable Housing Program as they request information. If **PCHDC** encounters problems and cannot rectify the situation **PCHDC** will so inform Christy Peacock, Affordable Housing Coordinator.
- (b.) In the case where the Princeton attorney takes on an issue involving an affordable resale unit, all correspondence will be copied via email, fax or mail to **PCHDC** for their files/records.
- (c.) **PCHDC** will not show or handle the resale of a unit when an owner is absent, unwilling or unable to show the unit to prospective buyers.
- (d.) **PCHDC** will not be involved in cleaning, utilities, permits or coordination of any property maintenance items for any unit(s) in Princeton.
- (e.) **PCHDC** will advise the appropriate attorney, Title Company or closing entity of the need to file the required documents and inform said attorneys that **PCHDC** will need to be forwarded a copy of the recorded documents for the affordable unit file once they are recorded at the Mercer County Clerk's office. **PCHDC** will check approximately 30 days after closing on the status of the recorded documents. Documents that have not been recorded will be investigated by **PCHDC**. Where it is found that the required affordable housing documents have not been properly filed in the Mercer County Clerk's Office, **PCHDC** will take appropriate action to ensure that such documents do get recorded.
- (f.) **PCHDC** will provide pre-purchase education, financial education, housing counseling and other services to assist occupants/and or potential occupants with their housing issues/goals.
- (g.) Any services requested by Princeton or their agent(s) not specified or covered in this agreement would need to be requested in writing. Any services **PCHDC** agrees to do that are not part of this contract will have to be agreed to in writing and if any financial compensation will be required it will be specified in that separate agreement.

Document Archives

PCHDC will deliver (in labeled banker boxes) all files with required documentation for all the developments with affordable housing units in Princeton for archive purposes at the end of this contract. These will be delivered on pre-arranged dates with Princeton. These records are to be

kept in accordance with the Uniform Housing Affordability Controls and regulation in storage/archives.

II. EFFECTIVE DATE AND PAYMENT:

- (a.) The effective date of this agreement shall be January 1, 2013. Payment under this agreement shall not exceed Twenty-Six Thousand, Four Hundred Sixty Dollars (\$26,460.00) which amount shall be billed in monthly installments of \$2,205.00 dollars. An initial payment of the sum of \$2,205.00 dollars will be due at the time of execution of this agreement and the remainder will be billed monthly for 11 months thereafter. This contract shall terminate December 31, 2013. In addition, Provider will be reimbursed for display and paid advertisement which may be requested by Princeton.
- (b.) Rendition of Invoices: Payment of fees and reimbursement for such expenses incurred will be made upon the submission by 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 or other compensation are claimed, the services performed, and an itemized listing of all expenses incurred for which reimbursement is claimed. The Provider shall give written notice to Princeton when the Provider has billed eighty percent (80%) of the compensation set forth in paragraph 2 of this Agreement.

III. TERMINATION.

This Agreement shall be effective for the period provided above, although it may be sooner terminated, with or without cause, for any reason whatsoever, at any time by Princeton by giving thirty (30) days written notice to the Provider.

IV. 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.

V. 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 Provider and the Provider shall not have the right to sell, disclose, or make same available to third parties without the prior written consent of Princeton.

VI. 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 the Borough, which consent shall not unreasonably be refused, and to both require and furnish copies to the Borough of an identical covenant executed by all agents, employees, or subcontractors of the Provider participating in the rendering of the services hereunder.

VII. 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 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. 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 Office 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 from 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).

VIII. COMPLETE AGREEMENT.

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

PCH Development Corporation

By: _____
Edward Truscelli, Executive Director

PRINCETON

By: _____
Liz Lempert, Mayor

Linda McDermott, Clerk



PCH DEVELOPMENT CORPORATION

245 NASSAU ST., PRINCETON, NJ 08540
609 924-3822 fax 609 924-3827

12.13.12
ACP

December 13, 2012

Ms. Christy Peacock
Municipal Housing Liaison
Princeton Affordable Housing
Borough of Princeton
1 Monument Drive
Princeton, NJ 08542

Re: Request for Proposal for Affordable Housing Administrative Agent for the Borough of Princeton

Dear Christy:

Thank you for forwarding the Request for Proposal (RFP) for Affordable Housing Administrative Agent dated November 30, 2012. PCH Development Corporation (PCHDC) is pleased to submit two copies of our proposal in response to the RFP.

Please review the response at your convenience. We would be happy to meet with you to discuss the proposal in more detail or to provide you with any additional information you may need.

We are excited by the opportunity to continue to work collaboratively with the Borough to further affordable housing opportunities in the community. We feel we are uniquely qualified to serving the Borough at the highest level of service and in the most efficient manner.

We look forward to hearing from you. Thank you for your consideration.

Sincerely,

Edward Truscelli
Executive Director

Enclosures

Cc: Arnaz Yousafzai, PCHDC

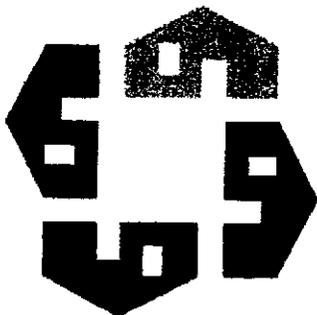
Response to Request for Proposal

For

Affordable Housing Administrative Agent

Borough of Princeton

December 12, 2012



PCH

Development Corporation

an affiliate of Princeton Community Housing

www.princetoncommunityhousing.org

Administrative Agent Services Proposal

Executive Summary

PCH Development Corporation (PCHDC) appreciates the opportunity to provide a response to the Borough's request for proposals dated November 30, 2012 for the provision of administrative agent services for the Borough's affordable housing inventory. These services will include, in general, affirmative marketing, maintaining waiting lists of qualified applicants, income certification as well as oversight and enforcement of affordability controls. A more comprehensive description of the scope of services to be provided is included in the Scope of Work section below.

PCHDC has served as the administrative agent for the Borough's affordable rentals and sales since February 2011. PCHDC is uniquely qualified to provide the Borough with the highest quality services in the most cost effective manner, given 1)our experience in successfully providing administrative agent services in Princeton; 2)the depth and expertise of our staff; 3) our accessible location in Princeton; 4)our familiarity and history of collaboration with partner housing and social services organizations in Princeton; and 5)our long standing commitment to and collaborative accomplishments in expanding affordable housing opportunities in Princeton.

Princeton Community Housing Background

Since its founding in 1967, Princeton Community Housing has developed 463 units of rental housing in Princeton for people with low and moderate incomes. Princeton Community Housing and its affiliate nonprofit entities support the growth, development and management of affordable housing in the Princeton area. These entities include:

- Griggs Farm, Inc. owns 70 family rental inclusionary units at the Griggs Farm community on Cherry Valley Road in Princeton Township, consisting of one and two-bedroom apartments and three-bedroom townhouses. Opened in 1989, the Griggs Farm community combines a total of 280 privately owned, market rate townhouses, moderate income sales units, and low income rental units.



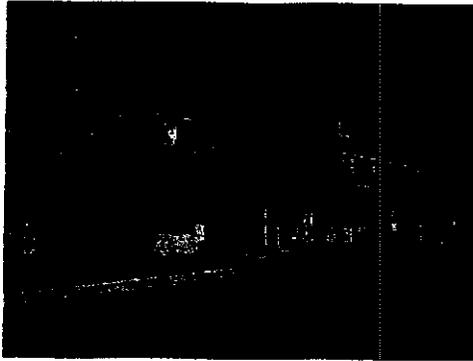
Griggs Farm



- PCV Group, Inc. is the managing General Partner of Princeton Community Village Associates L.P., the owner of 238 low and moderate income rental units for families ranging in size from one-bedroom apartments at Holly House to four-bedroom townhouses at Princeton Community Village on Bunn Drive in Princeton Township.



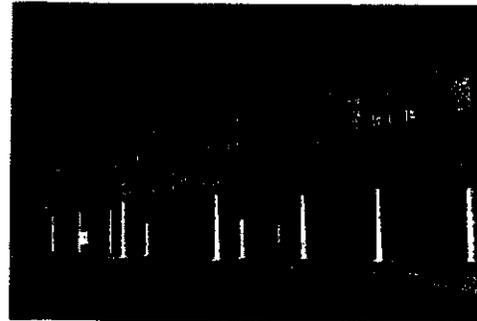
Townhouses, Princeton Community Village



Elm Court

- Elm Court, Inc. owns 88 units consisting of 66 one-bedroom apartments and 22 studios at Elm Court on Elm Road in Princeton Borough, serving low and moderate income elderly residents and mobility impaired persons of all adult ages.

- Elm Court II, Inc. owns 67 one-bedroom apartments at Harriet Bryan House, adjacent to Elm Court and serving very low income elderly residents.



Harriet Bryan House

- PCH Homes, Inc., is the ownership entity for free-standing homes in Princeton that are acquired and converted to affordable rental properties; we currently have a total of 3 homes, serving low and moderate income households.
- Princeton Community Housing, Inc. raises and distributes funds for all Princeton Community Housing affordable housing initiatives.



- PCHDC is the management company for all communities and the free standing homes listed above. In addition to managing units that PCH and its affiliates own, PCHDC currently manages 5 very low and low income apartments for Princeton Borough at 100 Leigh Avenue (cover photo) and 12 low and moderate income condominiums of individual ownership. PCHDC also currently serves as the administrative agent for Princeton Borough and certifies applicants for 77 units located in the Borough; PCHDC has served in this administrative agent role for Princeton Borough since February of 2011.

As an administrative agent, PCHDC complies with the NJ Fair Housing Act and promotes the principles of the Federal Fair Housing laws. As an active member of the Affordable Housing Professionals of NJ (AHPNJ) and the Housing and Community Development Network of New Jersey (HCDNNJ), PCHDC is able to remain informed and participate in dialogue regarding all state and federal housing issues and regulation changes.

Please visit <http://www.princetoncommunityhousing.org> for more information about the organization. A copy of the 2011 Annual Report is also available at the following link: <http://www.princetoncommunityhousing.org/pdf/2010%20Annual%20Report.pdf>.

Qualifications and Experience

As the current administrative agent for the Borough, PCH staff have consistently demonstrated a professional approach as well as the experience and knowledge to effectively and efficiently navigate and fulfill the requirements and responsibilities associated with providing administrative services set forth in the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80 – 26.14, 26.15 and 26.16. The full range of these requirements and responsibilities are outlined in detail in the Scope of Work section below.

PCHDC will provide the administrative agent services via the full time staff outlined below:

- **Arnaz Yousafzai, Property Manager**, has been the designated Administrative Agent for Princeton Borough's affordable rentals and sales since February 2011 and will continue to serve as the primary day to day contact person for the Borough; Arnaz has been with PCHDC since 2009. In addition to her current Administrative Agent duties, Arnaz manages seventy affordable rental units at Griggs Farm and manages the Homeowner's Association for Shirley Court and Maclean Street Condominiums. Arnaz is responsible for reviewing all applications, income certifying renters and buyers of affordable units, and is the point of contact for all resale related matters from the initial intent to sell to closing.



Prior to joining PCHDC, Arnaz worked for another Administrative Agent that was serving over ten counties in New Jersey. Arnaz has extensive experience working with the general public. She has completed coursework toward the COAH certification and will continue to attend continuing education opportunities in the field as they are offered. Arnaz received a B.A. in Urban Studies/Planning from Rutgers University.

- **Ruchika Panjwani, Assistant Property Manager**, has been with PCHDC since September 2012. Ruchika was previously employed with an affordable housing organization serving individuals with disabilities. Ruchika will work collaboratively with Arnaz and the Borough and be responsible for applicant intake, maintaining the waitlists/database and corresponding with all applicants regarding eligibility. Ruchika has a Bachelor's of Commerce from Raheja College, India and a Diploma in Business Management from St. Xavier's College, India.
- **Ed Truscelli, Executive Director**, will oversee all aspects of the administrative agent services provided and will work with staff to prepare and deliver required or requested reports, attend meetings and assist in the compilation of an affordable housing budget for the Borough Administrator. In addition to being an architect skilled in the design of multifamily and senior affordable housing in the Princeton area, Ed has served President of the Hopewell Township Affordable Housing Corporation since 2001 and has collaborated with the Housing Liaison and Administrative Agents there during that time to ensure the Township's faithful compliance with the Uniform Housing Accessibility Controls. Ed also serves as a leader and trustee for other nonprofit affordable housing and community development groups in New Jersey and is familiar with Council on Affordable Housing (COAH) and UHAC requirements. Ed is a graduate of Columbia University and earned a Master of Architecture degree from the University of Virginia.

Scope of Work

PCHDC will provide Princeton with administrative agent services for a total of 77 units (rentals and sales – see Table 1 below), in accordance with the duties and responsibilities set forth in the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80 – 26.14, 26.15 and 26.16. This includes affirmative marketing and administering the affordability controls for these existing units.

As the administrative agent, we will, in general, ensure that all affordable units are rented and sold to income eligible low and moderate income households and that all restrictions are enforced throughout the term of their affordability.



In detail, we propose to perform the following tasks:

- Maintain affordability guidelines as established by COAH.
- Carry out the provisions of the Uniform Housing Affordability Controls manual.
- Handle affirmative marketing for the units.
- Review, certify and randomly select homeowners and tenants for available units.
- Conduct interviews, credit and background checks, as applicable.
- Maintain a wait list/database of eligible applicants.
- Communicate with applicants in writing in reference to eligibility or non-eligibility.
- Maintain complete files on each restricted unit.
- After affordability controls terminate, ensure removal of deed restriction and cancellation of mortgage notes, along with proper filing with county clerk.
- Communicate all information between respective parties for the resale (or rental) of units (attorneys, closing agents, lenders, and property managers, as required).
- Review and approve requests from owners on capital improvements and hardship waivers on sale units, if requested.
- Notify Borough of an owners' intent to sell a unit, understanding that sales units will not exceed the maximum permitted sales price in accordance with UHAC. At the time of resale, Princeton shall retain 25% of the appreciation that has accrued since the last resale. This will be explained to all potential buyers prior to execution of a Contract of Sale.
- Furnish necessary documents to all parties from time of Contract of Sale to closing.
- Adjust rents annually according to COAH regulations.
- Provide annual reports to COAH, as requested.
- Send quarterly narrative/financial reports to the Princeton Affordable Housing Board.
- Assist in the compilation of a budget for the Borough Administrator, as requested.

Fee Structure

Our annual fee for full Administrative Agent services noted above and in the RFP is \$26,460, payable on a monthly basis at \$2,205 per month. This fee does not include any work pertaining to new units that may be developed in Princeton.

As the Administrative Agent, PCHDC will work to its full capacity with Princeton's Municipal Housing Liaison, ensuring that all affordable sales and rentals are managed and monitored in the most efficient and organized manner and in accordance with all applicable standards.



**TABLE 1
PRINCETON BOROUGH UNITS 1/1/2013**

			TOTAL	UNITS	UNITS	UNITS	UNITS
PROPERTY	SALE/ RENT	COAH Guidelines	UNITS	VERY LOW	LOW	MOD	MIDDLE
✓ 100 Leigh Avenue	rent	COAH	5	1	4		
✓ 114 Leigh Avenue	sale	COAH	1			1	
✓ 171 John Street	sale	COAH	1			1	
✓ 253 Nassau St (Princetonwood)	rent	COAH	1		1		
✓ 41 Spring Street	rent	COAH	2		1	1	
✓ Hamilton Ave Condos	sale	COAH	16		3	3	10
✓ John & Clay St. Condos	sale	COAH	8			3	5
✓ Maclean Street Apts. Condos	sale	COAH	6		2	1	3
✓ Moore Street	sale		1			1	
✓ Palmer Square	rent	COAH	10			10 (12)	
✓ Shirley Court	rent/sale	COAH	6		1	2	3
✓ Spring Street House (#25) aka Witherspoon House Phase II	rent	COAH	10			10	
✓ Waxwood	rent		3			3	
✓ Witherspoon House (#55)	rent	COAH	2			2	
✓ 14 Vandeventer Ave	rent	COAH	1			1	
✓ 246 John St.	rent	COAH	1		1		
✓ 198 Witherspoon St.	rent	COAH	2		1	1	
✓ 291-293 Nassau St.	rent	COAH	1			1	

Totals **77** **1** **14** **41** **21**

Sales **37**
Rentals **40**

Total **77**





Office of the Administrator
Kathryn Monzo, Deputy Administrator
and Director of Finance
Princeton Municipal Building
400 Witherspoon Street
Princeton, NJ 08540
609-924-5176
kmonzo@princetonnj.gov

MEMORANDUM

TO: MAYOR AND COUNCIL
FROM: KATHY MONZO, DEP ADMIN/DIR OF FINANCE
SUBJECT: PENSION CONSOLIDATION
DATE: 1/23/2013
CC: ROBERT BRUSCHI, ADMINISTRATOR

Attached is a resolution that is one step in having the state combine our separate pension accounts. If authorized, it means that the new Municipality accepts responsibility for the employer's portion of pension costs. It also accepts our responsibility for employer social security costs. I would recommend approval so that we can begin to make pension payments to the state for 2013.

**RESOLUTION: ACCEPTING RESPONSIBILITY FOR EMPLOYER'S
PORTION OF PENSION AND SOCIAL SECURITY FOR PRINCETON
EMPLOYEES.**

WHEREAS, the Borough of Princeton, and the Township of Princeton have officially consolidated, and

WHEREAS, there is a need for Princeton to become a recognized employer to the NJ Division of Pensions and Benefits.

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

1. That the newly consolidated Princeton become a recognized employer to the NJ Division of Pensions and Benefits.
2. That Princeton accepts the responsibility for the employer's portion of pension and social security for Princeton employees.
3. That this resolution shall take effect immediately.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing resolution was adopted by the Mayor and Council at its meeting held the 28th day of January, 2013

Linda S. McDermott, Clerk
Princeton

COUNTY OF MERCER

PRINCETON

STATE OF NEW JERSEY

RESOLUTION

WHEREAS, the former Princeton Township Housing Board oversaw the implementation of the Princeton Township Affordable Housing Program; and

WHEREAS, a component of said Program now applicable to Princeton involves the repurchase of affordable housing units and the resale or leasing of same to income-eligible households; and

WHEREAS, the former Princeton Township Housing Board by Resolution dated November 11, 2012 recommended the repurchase of Block 802, Lot 1.0123 for a sum of one hundred nineteen thousand two hundred seventy-eight (\$119,278.00) dollars in order to make this affordable housing unit available to income-eligible households under the Princeton Affordable Housing Program.

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

1. Princeton, acting through its Municipal Housing Liaison, is hereby authorized and directed to repurchase Block 802, Lot 1.0123, Princeton Tax Map for a sum not-to-exceed one hundred nineteen thousand two hundred seventy-eight (\$119,278.00) dollars. Funds for this purpose shall be made available through the Princeton Affordable Housing Trust Account.
2. A certified true copy of this Resolution shall be furnished by the Princeton Clerk to the Princeton Municipal Housing Liaison.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the above is a true and correct copy of a Resolution adopted at meeting of the _____ Council of Princeton, held on the 28th day of January, 2013.

Linda S. McDermott, Clerk
Princeton

**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 \$65.00

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.

The foregoing ordinance was introduced at a meeting of the Princeton Mayor and Council held on January 14, 2013 and will be further considered for final passage after a public hearing thereon at a meeting of said Council to be held at the Princeton Municipal Building, 400 Witherspoon Street, on January 28, 2013 which begins at 7:00p.m.



Kathy Brzezynski
Deputy Clerk

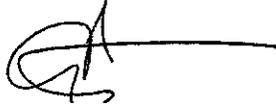
MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor and Council of Princeton

From: Edwin W. Schmierer, Esq.
Princeton Attorney



Date: January 22, 2013

Re: **Police Officer Extra Duty Pay**

Chief Financial Officer Sandra Webb recommends that Princeton establish an hourly rate charge for Police Officers who are hired to perform extra duty work. She has calculated that this charge should be \$107.60 per hour.

I have, therefore, prepared and attach hereto a proposed Ordinance which would add this fee to Chapter 2 of the Princeton Township Code, which remains in effect until the new Princeton Code is created.

We would appreciate your considering and introducing this Ordinance at a future meeting.

EWS:jv
attach.

cc: Robert W. Bruschi, Administrator (w/attach.)
Kathy Monzo, Assistant Administrator/CFO (w/attach.)
Linda S. McDermott, Clerk (w/attach.)
Robert V. Kiser, P.E., Princeton Engineer (w/attach.)
Sandra Webb, CFO (w/attach.)
Chief David Dudeck (w/attach.)

\\SRV001\mfg\ktp\2013\Memo\Mayor & Council - Police Officer Extra Duty Pay 012213.rpt

**AN ORDINANCE ESTABLISHING A
RATE OF HOURLY PAY FOR
POLICE EXTRA DUTY AND
AMENDING THE "CODE OF THE
TOWNSHIP OF PRINCETON, NEW
JERSEY, 1968".**

BE IT ORDAINED by the Princeton Council as follows:

1. Chapter 2 of 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. 2-130. Police extra duty pay.

Rate to be charged for police officers performance of extra duty: \$107.60 per hour.

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

Linda S. McDermott, Clerk

Liz Lempert, Mayor

Ordinance Introduced:

Ordinance Adopted:

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

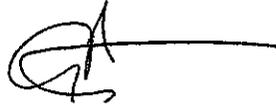
MEMORANDUM

To: Mayor and Council of Princeton

From: Edwin W. Schmierer, Esq.
Princeton Attorney

Date: January 22, 2013

Re: **Princeton Consent Agenda**



I have contacted the New Jersey State League of Municipalities and the New Jersey Clerk's Association to obtain additional background information with regard to Municipal Consent Agendas.

Both organizations advise that Consent Agendas are being widely used by municipalities throughout the State for governing bodies to take action on routine, non-controversial matters which do not require individual discussion.

Consent Agendas usually contain the following items:

1. Payment of bills once audited and found correct.
2. Release or extension of performance and maintenance guarantees for various land use projects.
3. Approval of routine licenses: raffles, etc.
4. Approval of music amplification permits.
5. Approval of routine financial matters requiring governing body authorization (*i.e.*, fee payments from escrow accounts, etc.).
6. Receipt and filing of routine monthly reports from municipal staff.
7. Routine Resolutions of Congratulations/Commendation; support/opposition to legislation, etc.
8. Award of Contract not exceeding the seventeen thousand five hundred (\$17,500.00) dollar bidding threshold.
9. Authorizing of repurchase or sale of affordable housing units with trust fund money.
10. Appointments to Boards and Commissions.
11. Designation of Council Liaisons to Boards and Commissions.

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12. Approval of Contract Change Orders.
13. Resolution and Professional Services Agreements.
14. Resolutions appointing Council Subcommittees or Task Forces to investigate and report back to the governing body.

As indicated above, Consent Agenda items are not individually discussed. The items on the Consent Agenda are read by the Mayor. Any member of the governing body may request that an item be removed from the Consent Agenda and placed on the Regular Agenda for discussion. After reading the Consent Agenda, the Mayor may ask whether or not any members of the Council or the public have any questions or comments concerning an individual item on the Consent Agenda. If there are concerns or comments, then any member of the governing body may move to delete that item from the Consent Agenda and discuss same as a part of the Regular Agenda.

Consent Agenda items are fully recorded in the Minutes. Reports and Resolutions are read in full in the Minutes as a part of the Regular Agenda Minutes.

EWS:jv

cc: Robert W. Bruschi, Administrator
Kathy Monzo, Assistant Administrator/CFO
Linda S. McDermott, Clerk
Robert V. Kiser, P.E., Princeton Engineer

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RESOLUTION

TO GO INTO CLOSED SESSION
(Open Public Meetings Act Sec.3)

BE IT RESOLVED by the Mayor and Council of Princeton:

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

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

Negotiations / Personnel / Litigation

3. Stated as precisely as presently possible, the following are the time when and the circumstances under which the discussion conducted at said session can be disclosed to the public:

Within 90 days or upon settlement of litigation, if applicable

Date: 1/28/13