

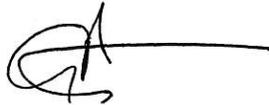
MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor and Council of Princeton

From: Edwin W. Schmierer, Esq.



Date: November 15, 2014

Re: Princeton - Historic Morven, Inc.: Memorandum of Understanding Concerning Parking/Construction Staging for New Morven Interpretive Center

Historic Morven, Inc. has received approval to construct on the Morven property an Interpretive Center. This Center will support the presentation of additional historical education programs, act as a welcoming center to Morven and provide for administrative and operational support for the historic site. During construction of the Interpretive Center which is scheduled to begin in the spring of 2014, Historic Morven, Inc. has requested access to a portion of the Monument Hall property as it adjoins Morven in order to install a temporary construction fence, soil control measures and temporary parking. Morven has requested access to twenty-one parking spaces in the existing parking lot at Monument Hall and the delivery of construction materials to the Morven site. Morven has agreed to provide parking for the continuing municipal services at Monument Hall as well as for the Suzanne Patterson Senior Center in their parking lots provided that it does not conflict with their construction activity. While utilizing the Monument Hall parking, Morven will indemnify and hold Princeton harmless. This agreement would remain in effect until the Interpretive Center was complete.

Princeton Administrator Robert Bruschi has negotiated the attached Memorandum of Understanding with Historic Morven, Inc.

In order to authorize the execution of the Memorandum of Understanding, I have prepared and attach hereto a proposed resolution.

We would appreciate your considering this request as a part of your agenda at your meeting on November 25, 2013.

cc: Robert W. Bruschi, Princeton Administrator (w/attach.)
Kathy Monzo, Princeton Assistant Administrator/CFO (w/attach.)
Linda S. McDermott, Princeton Clerk (w/attach.)
Robert V. Kiser, P.E., Princeton Engineer (w/attach.)
Christopher DeGrezia, Esq., Historic Morven, Inc. attorney

COUNTY OF MERCER

PRINCETON

STATE OF NEW JERSEY

RESOLUTION

WHEREAS, Historic Morven, Inc. proposes to undertake and complete improvements to Morven commencing in 2014 primarily with regard to the construction of a new Interpretive Center which will further the Morven mission of explaining the historical significance of this site which is on the National Historic Landmark Register;

WHEREAS, to assist and support Morven with the improvements to their property, Princeton has agreed to allow temporary construction fencing, soil control measures and parking on a portion of the Monument Hall property immediately adjacent to Morven;

WHEREAS, Princeton and Historic Morven, Inc. wish to memorialize by a Memorandum of Understanding the various agreements reached to facilitate the construction of the aforementioned Interpretive Center.

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

1. The Mayor and Council of Princeton hereby authorize the Mayor and Clerk of Princeton to execute a Memorandum of Understanding with Historic Morven, Inc., in order to assist and facilitate the construction of the new Morven Interpretive Center. The Memorandum of Understanding authorized by the Resolution is attached hereto.
2. A certified true copy of this Resolution shall be furnished to Historic Morven, Inc., 55 Stockton Street, Princeton, New Jersey, 08540 upon its adoption.

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 25th day of November, 2013.

Linda S. McDermott, Clerk
Princeton

**MEMORANDUM OF UNDERSTANDING
BETWEEN MUNICIPALITY OF PRINCETON AND HISTORIC MORVEN, INC.**

This Memorandum of Understanding (“MOU”) is made on this ____ day of _____, 2013 by and between Princeton, a municipal corporation with an address of 400 Witherspoon Street, Princeton, New Jersey 08542 and Historic Morven, Inc. located at 55 Stockton Street, Princeton, New Jersey 08540.

WHEREAS, Historic Morven, Inc. is an authorized representative of the Secretary of State, charged with the renovation and maintenance of a National Historic Landmark known as Morven Museum and Garden, which is located at 55 Stockton Street in the R1 Mercer Hill Preservation District on Block 12.01, Lots 4, 20 and 21 on the Municipal Tax Map (“Morven Property”).

WHEREAS, Princeton owns adjacent land known as 1 Monument Drive and designated as Block 12.01, Lot __ on the Municipal Tax Map. (“Princeton Property”).

WHEREAS, Historic Morven, Inc. opened the main house on the Morven Property to the public in October of 2004 as a first class decorative and fine arts museum and has continued its preservation projects, which have included the restoration of the Carriage House and the Pool House.

WHEREAS, visitor needs cannot be adequately met with the current infrastructure and the continual accommodation of these needs within the existing buildings will damage their historic integrity over time.

WHEREAS, additional space is needed on site: (i) to welcome visitors and to orient them to the complex geography and history of the site without stressing the historic fabric of the property; (ii) for administrative and operational functions; (iii) for educational programs and displays; and (iv) for the storage of historic documents and artifacts.

WHEREAS, years of careful thought and dozens of public meetings have led to the development, evolution and approval of a preservation plan that includes the construction of a new Interpretive Center located behind the main house and along the boundary between the State owned and municipal owned properties.

WHEREAS, the new Interpretive Center addresses the many needs and preserves the existing buildings and garden, upholding the fundamental values of Morven’s mission – which is to preserve the National Historic Landmark known as Morven by operating it as a museum and public garden that showcases and educates diverse audiences about its rich history and the cultural heritage of New Jersey.

WHEREAS, in addition to the numerous restoration projects, key elements of the preservation plan include the creation of a new Interpretive Center (allowing the main house to be used for exhibition space), improved parking and bus accommodation areas and a comprehensive landscape design that preserves key historic features while enhancing gardens open to the public.

WHEREAS, Princeton recognizes the significance of Morven's mission and its contribution to the community and value to the public good and would like to assist by providing accommodations, during and after the construction of the Interpretive Center and related improvements.

WHEREAS, Historic Morven Inc. has met with Princeton Borough administration as early as January of 2005 to discuss the Interpretive Center. These meetings have continued periodically over a period of eight years. The Interpretive Center plan has evolved in the public forum through numerous public meetings including Princeton Regional Planning Board meetings on June 2, 2005 and March 15, 2012, Princeton Borough Historic Preservation Review Committee meetings on October 18, 2005, December 3, 2008, June 2, 2010, October 5, 2011 and January 4, 2012 and the New Jersey Historic Sites Council hearings on October 20, 2005, October 19, 2006, December 15, 2008, June 17, 2010 and April 19, 2012.

WHEREAS, the Interpretive Center plan, now finalized, is designed to enhance the public experience while preserving Morven's historic character and to provide a connection between the municipal land, Battlefield Monument and the Morven Property that support and enhance the public good. The current plan has been reviewed, approved and endorsed by numerous agencies and groups that have all worked towards enhancing the public good.

NOW THEREFORE, the parties to this Memorandum of Understanding, in consideration of the terms contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, agree as follows:

A. **DURING THE CONSTRUCTION OF THE INTERPRETIVE CENTER AND RELATED IMPROVEMENTS:**

1. Morven will provide Princeton and the Suzanne Patterson Senior Center with available parking in Morven's parking lot so long as the use of the parking area does not interfere with the construction project or Morven's own operations.
2. A copy of the preliminary staging plan, dated June 14, 2011 is attached hereto as Exhibit A. Any updates or changes will be submitted to the municipal staff for review and approval prior to commencement of construction. ("Staging Plan")
3. Unless otherwise permitted here in or in the Staging Plan, construction staging will take place on Morven's property (i.e. parking for its construction workers, the construction trailer, materials and topsoil storage). Truck access for light to medium loads will be from Morven's front drive.
4. Princeton will provide Morven with access and use of the portion of the Princeton Property located between the parking lot curb to the Morven Property boundary. Morven will provide a temporary construction fence and soil control measures on the Princeton Property and will provide as needed sweeping of the Princeton parking lot to keep construction dust to a minimum.
5. When required, Morven will provide a full time field supervisor from the construction company on site during construction hours to manage construction traffic. A

schedule of days and times will be developed closer to construction so that advance arrangements can be made with Princeton. Morven will provide Princeton with copies of progress reports, construction schedule minutes and schedule updates as they are created, so that Princeton remains informed of any changes to the construction schedule.

6. Princeton will provide Morven with access and use of its row of 21 parking spaces on the Princeton Property, adjacent to Morven for occasional use during construction of the new Interpretive Center. Occasional use includes the heaviest equipment such as delivering the steel, erection of the steel, pouring the concrete, and constructing the east wall of the building. To the extent possible, Morven will provide Princeton with prior notice of when the parking spaces will be used.
7. When using the parking spaces on the Princeton Property, Morven will make available the same number of parking spaces in the Morven lot to be used by Princeton and the Suzanne Patterson Center.
8. Parties understand that an additional row of parking spaces in the Princeton parking lot may need to be blocked for a few hours for the arrival and departure of the crane. Morven will provide Princeton with prior notice of when the crane will be on the Princeton Property.
9. Parties understand that Morven's own site construction fence will be located partly on the Princeton Property (as per Staging Plan) for the duration of construction. It is further understood that the trench for the construction of the east wall will encroach into the Princeton Property as required or specified by applicable law (OSHA, building code etc.) and site conditions.
10. During construction, Morven or Morven's contractors will maintain general liability insurance of not less than \$1,000,000 for injury or death to any one person and \$2,000,000 in the aggregate and \$ 1,000,000 with respect to property damage and structural damage. Princeton shall be named as an additional insured under the policy.
11. Upon completion of the Interpretive Center, Morven shall remove all debris, waste and construction equipment from the Princeton Property. If Morven caused any damage to the Princeton Property as a result of its use and access, Morven shall reasonably repair such damage. Morven shall leave the Princeton Property in as good or better condition than it was prior to the construction.
12. The construction terms, outline here under section A, will remain in effect from commencement to the completion of construction of Morven's Interpretive Center. Morven will provide Princeton with a copy of the project schedule once it is created, along with any updates and modifications that occur.

B. **AFTER THE CONSTRUCTION OF THE INTERPRETIVE CENTER AND RELATED IMPROVEMENTS:**

1. Should additional parking be needed, Morven will build, at Morven's expense, up to two (2) new permanent parking spaces for Princeton on the Princeton Property, for the use by Princeton.
2. Morven will improve the landscape along the Interpretive Center's east façade to include planting a mix of columnar trees, shrubs and lawn up to Princeton's parking lot curb (thus including plantings on Princeton's property.) Morven will maintain the plantings between the east façade and the municipal parking lot at Morven's expense.
3. Princeton will provide Morven with two parking lot spaces directly adjacent to Morven's catering access point for occasional use for catering trucks and staging area for events. There will be no loading dock at the caterer's entrance, only doors at grade level. Morven will submit the times to an approved Princeton liaison at least two weeks prior to each event and shall place a barrier in the spaces up to three hours prior to the event. Daily deliveries to Morven's Interpretive Center will occur from Morven's Property. Morven shall maintain general liability insurance in an amount consistent with Princeton's typical requirements to cover Morven's use of the parking spaces on the Princeton Property.
4. The "after construction" rights and responsibilities will run with the land.

C. **AMENDMENTS**

Any amendments to this MOU shall be in writing and shall require mutual agreement of the Parties.

This Memorandum of Understanding is executed as of this ____ day of _____, 2013.

WITNESS:

HISTORIC MORVEN, INC.

By: _____

Name:

Title:

WITNESS OR ATTEST:

MUNICIPALITY OF PRINCETON

By: _____

Name:

Title:

EXHIBIT "A"

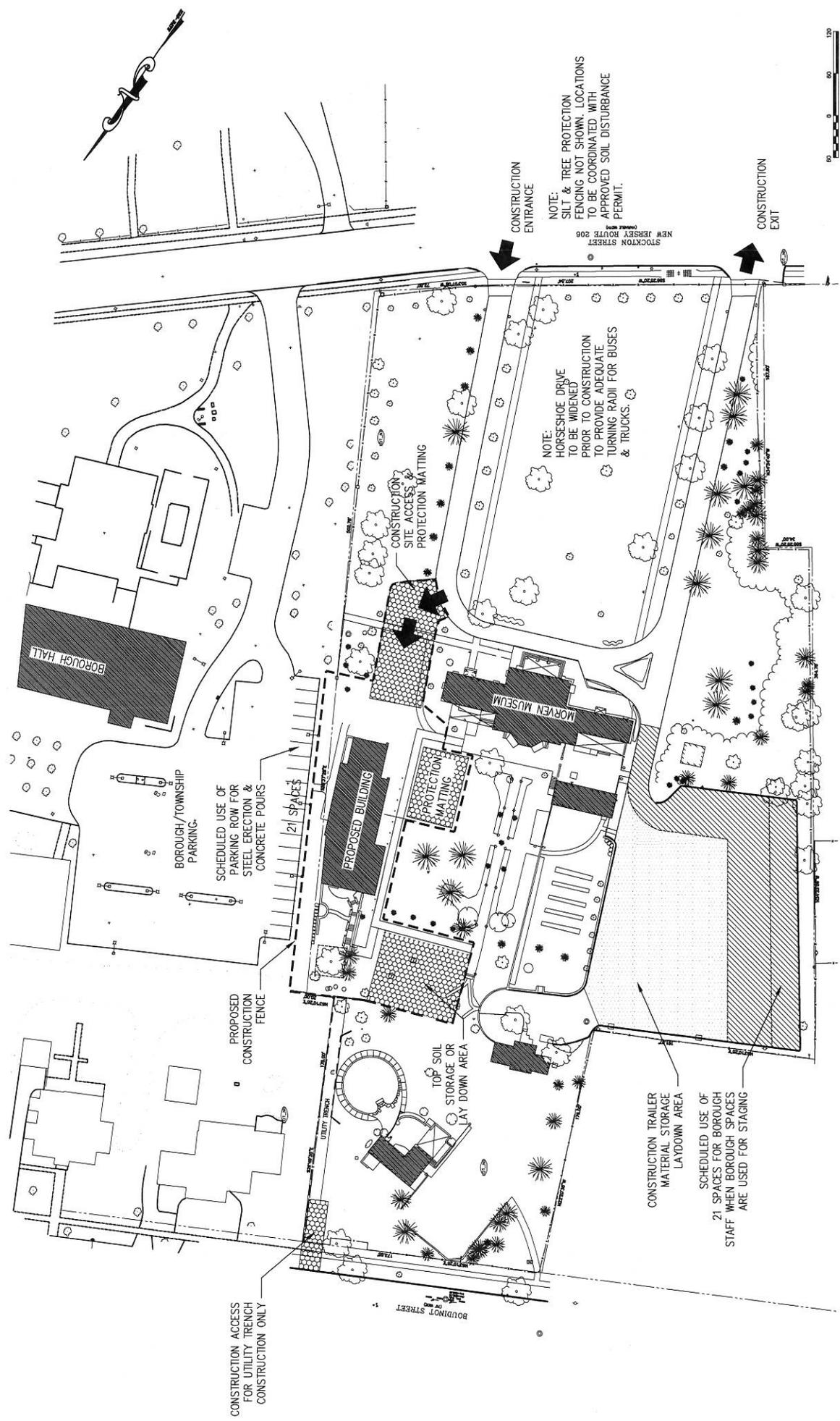
Staging Plan



PRELIMINARY CONSTRUCTION STAGING PLAN

MORVEN MUSEUM & GARDEN INTERPRETIVE CENTER

55 STOCKTON STREET, PRINCETON, NEW JERSEY
 FEBRUARY 2012, UPDATED NOVEMBER 14, 2013



CONSTRUCTION ENTRANCE

NOTE: SILT & TREE PROTECTION FENCING NOT SHOWN. LOCATIONS TO BE COORDINATED WITH APPROVED SOIL DISTURBANCE PERMIT.

CONSTRUCTION EXIT

NOTE: HORSESHOE DRIVE TO BE WIDENED PRIOR TO CONSTRUCTION TO PROVIDE ADEQUATE TURNING RADI FOR BUSES & TRUCKS.

CONSTRUCTION SITE ACCESS & PROTECTION MATTING

PROPOSED CONSTRUCTION FENCE

CONSTRUCTION ACCESS FOR UTILITY TRENCH CONSTRUCTION ONLY

CONSTRUCTION TRAILER MATERIAL STORAGE LAYDOWN AREA

SCHEDULED USE OF 21 SPACES FOR BOROUGH STAFF WHEN BOROUGH SPACES ARE USED FOR STAGING

BOROUGH/TOWNSHIP PARKING. SCHEDULED USE OF PARKING ROW FOR STEEL ERECTION & CONCRETE POURS

TOP SOIL STORAGE OR LAY DOWN AREA

PROPOSED BUILDING

MORVEN MUSEUM

BOROUGH HALL

SCALE OF FEET
 0 60 120

