

2013-25

**AN ORDINANCE BY PRINCETON
AUTHORIZING PURSUANT TO N.J.S.A.
40A:12-14(c) A LEASE OF A PORTION OF
MONUMENT HALL TO PCH
DEVELOPMENT CORPORATION, INC.,
A NON-PROFIT CORPORATION
ORGANIZED FOR PUBLIC PURPOSE
REASONS**

BE IT ORDAINED by the Princeton Council as follows:

Section 1. Findings. The Council hereby makes the following findings:

A. Princeton is the owner of Monument Hall, which is the former Princeton Borough municipal building. Monument Hall houses certain of Princeton's departments, including human services, the health department, fire prevention, affordable housing, and others. Monument Hall also contains excess space, however, that is not needed at the present time for a municipal purpose.

B. PCH Development Corporation, Inc. ("PCH") is a non-profit corporation of the State of New Jersey that develops, manages and advocates for housing affordable to low and moderate-income households.

C. The importance to the public health, safety, welfare and morals of providing housing opportunities for households with very, low and moderate incomes has been recognized by the State of New Jersey and by Princeton for decades.

D. PCH is a locally-based non-profit corporation that for decades has fostered and promoted this essential public service for existing and prospective members of the Princeton community, and enhances the quality of life in the Municipality.

E. It is anticipated that thousands of persons have benefited, and will continue to benefit, from the public purposes served by PHC's activities.

F. The activities of PCH promote the health, safety, morals and general welfare of the Princeton community.

G. It is the intent of the Princeton Council to lease to PCH that portion of Monument Hall which is not otherwise presently needed by Princeton for other purposes, in furtherance of the above-described public benefits provided by PCH.

Section 2. Lease Authorized. Pursuant to N.J.S.A. 40A:12-14(c) and N.J.S.A. 40A:12-15(i), the Council hereby authorizes the lease to PCH of a portion of Monument Hall for the purpose of supporting and enabling the affordable housing development, management and advocacy services provided by PCH. The lease shall be subject to the following conditions:

A. Term: Initial term of five (5) years and approximately 3 months beginning upon execution of the lease agreement authorized herein and ending on December 31, 2018, with the option of one renewal term of five (5) years.

B. Consideration: Twenty-four thousand dollars (\$24,000) per year beginning on January 1, 2014, payable in equal monthly installments of two thousand dollars (\$2,000) per month.

C. Insurance: PCH shall insure the leased portion of Monument Hall for: general comprehensive liability; fire insurance coverage; the contents of the leased portion of Monument Hall; and any liability associated with the use of the leased portion of Monument Hall by PCH and its officers, agents, and employees. PCH shall provide certificates of insurance acceptable to Princeton prior to the use and occupancy of the leased portion of Monument Hall.

D. Indemnification: PCH shall hold harmless and indemnify Princeton, its officers, employees and agents from and against any cost, expense, loss, claim or liability whatsoever, including attorney's fees, for injury to Princeton or loss or damage to Princeton's property caused by, arising out of or resulting from: (a) the negligence or wrongful misconduct of PCH, its officers, employees, and agents regarding the leased portion of Monument Hall; (b) the failure by PCH or its officers, employees or agents to comply with applicable law regarding the leased portion of Monument Hall or the terms of the lease authorized herein; (c) the performance or non-performance of PCH's obligations under the lease authorized herein; or (d) PCH's use or occupancy of the leased portion of Monument Hall. PCH shall not be required to indemnify or hold Princeton harmless for any cost, expense, loss, claim or liability caused by Princeton's negligence or wrongful misconduct.

E. Other terms and conditions: Such other terms and conditions reasonably recommended by the Princeton Attorney and approved by the Princeton Council.

Section 3. Princeton Administrator Responsible for Enforcement of Lease. The Princeton Administrator is hereby designated as the municipal official responsible for enforcement of the lease being authorized herein.

Section 4. Annual Report. For each calendar year, or portion thereof, the lease herewith authorized is in effect, PCH shall be required to submit to the Princeton Administrator a report containing the following information:

- A. The activities to which the leasehold was put during that year;
- B. The activities taken by PCH in furtherance of the public purposes as identified in Section 1 of this ordinance;

C. The approximate value or cost, if any, of the activities undertaken by PCH in furtherance of such public purposes;

D: An affirmation of the continued federal and state tax exempt status of PCH.

Section 5. Execution of Documents. The Mayor and Clerk are hereby authorized and directed to execute any and all such documents and undertake any and all such acts as necessary and prudent to effectuate to the terms of this ordinance, including the execution of a lease agreement with PCH pursuant to the terms hereof and as approved by the Princeton Attorney as to form and substance.

Section 6. Severability. If any section, paragraph, subsection, clause or provision of this ordinance shall be adjudged by the Courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and the remainder of this ordinance shall be deemed valid and effective.

Section 7. Effective Date. This ordinance shall take effect upon its passage and publication, as required by law.

I, Kathleen K. Brzezynski, Deputy Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of an ordinance adopted by the Mayor and Council of Princeton at its meeting held September 9, 2013.



Kathleen K. Brzezynski
Deputy Clerk