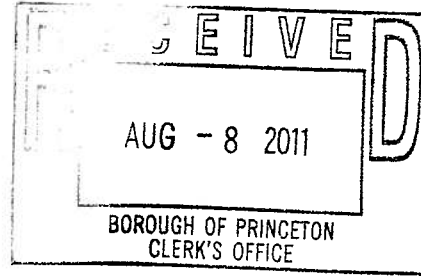


Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
James S. Simpson, Board Chairman
James Weinstein, Executive Director

NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

August 4, 2011

The Honorable Mildred Trotman
Borough of Princeton
P.O. Box 390
Princeton, NJ 08542



Dear Mayor Trotman:

Thank you for your letter dated June 28, 2011, requesting additional information concerning several items discussed during our appearance before the Borough Council on June 8th. Listed below are the responses to your inquiries:

- Item 1: Enclosed is the 1996 Amendment to the 1984 contract of sale between NJ TRANSIT and Princeton University.
- Item 2: As we stated at the Council meeting, NJ TRANSIT will perform an analysis of the station relocation after the University's plans advance beyond the conceptual stage and they submit their preliminary plans to us for review and comment.
- Item 3: Enclosed is a breakdown of the current cost (approximately \$1.8 million) to operate the Dinky service.
- Item 4: As referenced in Item 2, we expect the University to submit their plans for our review and approval prior to the commencement of work.
- Item 5: Since we do not anticipate that Dinky service or parking will be reduced, the formula referenced in the 1984 letter has not been developed and would not apply in this instance.

If I may be of further assistance, please don't hesitate to contact me.

Sincerely,

Thomas Clark
Regional Manager
Office of Government & Community Relations
NJ TRANSIT

**NEW JERSEY TRANSIT
RAIL OPERATIONS
PRINCETON DINKY SHUTTLE OPERATION
APRIL 14, 2011**

	# OF CREW(S)	# OF HEADS	ANNUAL LABOR	ANNUAL FRINGE	ANNUAL LABOR/FRINGE	DIESEL	ELECTRIC NJT	PROP / DIESEL TRACK CST	MATERIAL/ PROF SVS	ESTIMATED COST
WEEKDAY	2	4	421,039	323,947	744,986	-	-	505,440	-	1,250,426
WEEKEND	2	4	110,421	84,958	195,378	-	-	146,578	-	341,956
DRILL CREW	1	3	5,891	4,533	10,424	-	-	-	-	10,424
TRAIN & ENGINE	5	11	537,351	413,438	950,788	-	-	652,018	-	1,602,806
INFRASTRUCTURE			22,500	17,311	39,811	-	-	-	10,500	50,311
STATION-CLEANING						-	-	-	22,467	22,467
INFRA TOTAL			22,500	17,311	39,811	-	-	-	32,967	72,778
MECH			13,044	10,036	23,079	-	-	-	-	23,079
92 DAYS INSPECTION			57,996	44,622	102,618	-	-	-	-	102,618
DAILY INSPECTION		2 H/3HR	71,040	54,658	125,698	-	-	-	-	125,698
MECH TOTAL						-	-	-	-	
TOTAL	5	11	630,890	485,407	1,116,297	-	-	652,018	32,967	1,801,281

This Amendment to Agreement of Sale dated this 15th day of October, 1996 by and between New Jersey Transit Corporation (the "Seller") and The Trustees of Princeton University (the "Buyer").

WHEREAS, Seller and Buyer entered into an Agreement dated October 30, 1984 whereby Seller agreed to sell and Buyer agreed to purchase the property commonly known as the New Jersey Transit Rail Station and adjacent property as defined in said Agreement (the "Property"); and

WHEREAS, Seller and Buyer agreed to certain covenants in the Agreement regarding use of the Property which covenants survived closing of title to the Property; and

WHEREAS, Seller and Buyer wish to amend the Agreement in order to facilitate vacation of the northern building and the relocation of Seller to the southerly building;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

- a. Paragraph 15(a) of the Agreement shall be deleted and in its place the following shall be inserted:

In accordance with Paragraph 15(a) of the original Agreement between Seller and Buyer, Seller shall vacate the northern building and relocate its station related facilities to the existing southern facility upon substantial completion and acceptance by the municipality and Seller of certain improvements which shall be provided by Buyer at its sole cost and expense. Buyer shall renovate the southern facility so that it is in habitable condition (including any structural repairs) and in accordance with the plan attached hereto as

Exhibit "A" and made a part hereof. Within thirty (30) days after receipt of a certificate of occupancy from the municipality, Seller will relocate to the southern facility. The southern facility shall contain staff restrooms, commuter waiting room, ticket office, retail area and public restrooms. The southern facility shall be constructed and maintained by Buyer in accordance with all federal, state and local code requirements including but not limited to the Americans with Disabilities Act (ADA). Buyer will keep and repair the southern facility for use by Seller at Buyer's sole cost and expense including but not limited to structural improvements, building systems, and janitorial services. Buyer will pay for all utilities serving the southern facility.

- b. All other terms, covenants and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Seller and Buyer have agreed to this Amendment as of the date and year first above written.

SELLER: NEW JERSEY TRANSIT CORPORATION

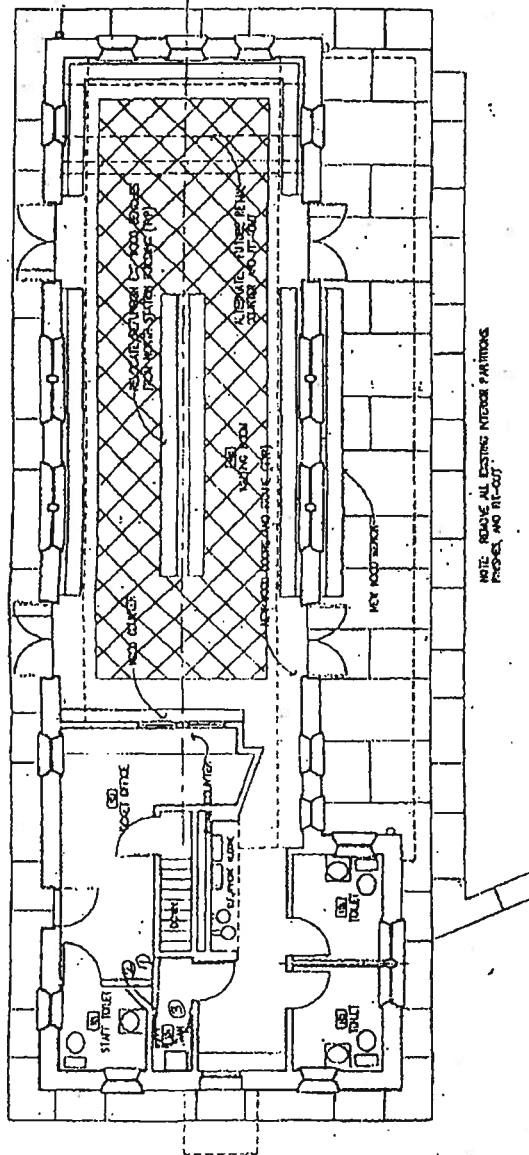
Sandra A DeMarco
Attest

By: [Signature]

BUYER: TRUSTEES OF PRINCETON UNIVERSITY

Mary E. Sanford
Attest

By: [Signature]



4 FIRST FLOOR PLAN - SCHEME 2
1/8" = 1'-0"