



PRINCETON
MAYOR AND COUNCIL OF PRINCETON
AGENDA • JANUARY 3, 2019

Regular Meeting

Main Council Room

5:00 PM

400 Witherspoon Street, Princeton, NJ 08540

I. STATEMENT CONCERNING NOTICE OF MEETING

II. PLEDGE OF ALLEGIANCE

III. OATH OF OFFICE ADMINISTERED TO ELECTED COUNCIL MEMBERS

Oath of Office to be Administered to Eve Niedergang by Melissa Hager, Esq.

Oath of Office to be Administered to Dwaine Williamson by Rhinold L. Ponder, Esq.

IV. ROLL CALL

V. ELECTION OF COUNCIL PRESIDENT

1. Oath of Office to be Administered to the Council President

VI. CONSENT AGENDA

1. 19-1 Resolution Authorizing 2019 Council Departmental Assignments
2. 19-2 Resolution Authorizing Appointments to Boards, Commissions and Committees
3. 19-3 Resolution Authorizing 2019 Staff Appointments
4. 19-4 Resolution Authorizing a Professional Services Agreement with Trishka W. Cecil, Esq., as Municipal Attorney and Mason, Griffin & Pierson, P.C. as the Assistant Municipal Attorney for 2019, Not to Exceed \$126,000.00
5. 19-5 Resolution Authorizing a Professional Services Agreement with Kimberly M. Lacken, Esq., to serve as Municipal Prosecutor for 2019, Not to Exceed \$70,000.00
6. 19-6 Resolution Authorizing a Professional Services Agreement for Michael T. Barrett, Esq., serving as Public Defender for 2019, Not to Exceed \$57,500.00
7. 19-7 Resolution Authorizing a Professional Services Agreement with Harry Haushalter, Esq., for purposes of serving as Special Tax Counsel for 2019, Not to Exceed \$60,000.00
8. 19-8 Resolution Authorizing a Professional Services Agreement with Harry Haushalter, Esq., for Special Tax Litigation for 2019, Not to Exceed \$10,000.00
9. 19-9 Resolution Authorizing a Professional Services Agreement with Gregory Sandusky, P.E., P.L.S., for Professional Land Surveying Consulting Services for Purposes of Reviewing Development Applications on behalf of Princeton's Land Use Boards for 2019, Not to Exceed \$5,000.00
10. 19-10 Resolution Authorizing a Professional Services Agreement with Snyder Environmental Engineering Associates, Jerry K. Snyder, P.E., for Purposes of Reviewing Development Applications on behalf of Princeton's Land Use Boards for 2019, Not to Exceed \$5,000.00

11. 19-11 Resolution Authorizing a Professional Services Agreement with Storm Water Management Consulting, LLC (SWM Consulting) for the Purpose of Performing Development Applications for Storm Water Management Consultant Services for 2019, Not to Exceed \$15,000.00
12. 19-12 Resolution Authorizing a Professional Services Agreement with Van Cleef Engineering Associates, LLC for the Purpose of Construction Observation Services on behalf of Princeton's Land Use Boards for 2019, Not to Exceed \$30,000.00
13. 19-13 Resolution Authorizing a Professional Services Agreement with Bruce A. Eisenstein, Ph. D., P.E., Consultant, for Consulting Services in the Area of Cellular and Personal Communications System (PCS) Siting Issues and Telecommunications Policy, Including Distributed Antenna Systems (DAS), for 2019, Not to Exceed \$10,000.00
14. 19-14 Resolution Authorizing a Professional Services Agreement with Daniel Dobromilsky & Associates for the Purposes of Performing Professional Landscape Consulting Services in Connection with the Review of Land Development Applications for 2019, Not to Exceed \$6,000.00
15. 19-15 Resolution Authorizing a Professional Services Agreement with Dhvani B. Shah, M.D. for Consulting Services to Corner House for 2019, Not to Exceed \$28,000.00
16. 19-16 Resolution Authorizing a Professional Services Agreement with Coded Systems, LLC for Codification Services for 2019, Not to Exceed \$21,500.00
17. 19-17 Resolution Authorizing a Professional Services Agreement with Stormwater Management Consulting, LLC for Harry's Brook Erosion Investigation Near Queenston Commons in 2019, Not to Exceed \$6,000.00
18. 19-18 Resolution Designating 2019 Schedule of Meetings for the Mayor and Council of Princeton
19. 19-19 Resolution Approving the Current Fund Temporary Budget for 2019
20. 19-20 Resolution Approving the Parking Utility Operating Temporary Budget for 2019
21. 19-21 Resolution Approving the Affordable Housing Utility Operating Temporary Budget for 2019
22. 19-22 Resolution Authorizing the Annual Cash Management Plan
23. 19-23 Resolution Authorizing the Designation of the Public Agency Compliance Officer
24. 19-24 Resolution Appointing an Insurance Fund Commissioner and an Alternate Insurance Fund Commissioner
25. 19-25 Resolution Authorizing Adequate Notice of Meeting
26. 19-26 Resolution Designating Official Newspapers
27. 19-27 Resolution Authorizing the Execution of Checks
28. 19-28 Resolution Authorizing the Chief Financial Officer to Execute Promissory Notes
29. 19-29 Resolution Authorizing the 2019 Tax Sale
30. 19-30 Resolution Authorizing Delinquent Interest for the Non Payment of Taxes, Sewer or Assessments

31. 19-31 Resolution for Cancellation of Tax Balances Under \$10.00

32. 19-32 Resolution Requiring Elected Officials Annual Education or Training

VII. MAYOR'S REMARKS

VIII. COUNCIL PRESIDENT REMARKS

IX. COUNCIL MEMBER'S REMARKS

X. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

Please use the sign-up sheet on the podium. After everyone who signed up has had the opportunity to speak, the Mayor will invite any additional comments from members of the public. Please line up at the podium if you plan to speak and limit your remarks to 3 minutes. No immediate action will be taken on any public comment issue.

XI. ADJOURNMENT



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Clerk

AGENDA ITEM

Oath of Office to be Administered to Eve Niedergang by Melissa Hager, Esq.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Clerk

AGENDA ITEM

**Oath of Office to be Administered to Dwaine Williamson by Rhinold L.
Ponder, Esq.**



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Clerk

AGENDA ITEM

Oath of Office to be Administered to the Council President



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Clerk

RESOLUTION 19-1

Resolution Authorizing 2019 Council Departmental Assignments

NOW, THEREFORE, BE IT RESOLVED the following Departmental Assignments are hereby made;

LIZ LEMPert

Public Safety Committee
Personnel Committee
Citizens Finance Advisory Committee
Library Board of Trustees
Economic Development Task Force
Transit Trust Fund

JENNY CRUMILLER

Finance Committee /Citizens Finance Committee
Personnel Committee
Public Works Committee
IT Steering Committee
Sewer Operating Committee
Neighborhood Planning Task Force
Complete Streets Committee
Transit Trust Fund
PCTV Negotiating Team

TIM QUINN

Finance Committee
Public Safety Committee (Fire Commissioner)
Public Works Committee
Planning Board
Economic Development Task Force
Legal Committee
IT Steering Committee
School Board Liaison
Neighborhood Planning Task Force

LETICIA FRAGA

Public Safety Committee (Police Commissioner)
Personnel Committee
Human Services Commission
Economic Development Task Force
Public Art Review Committee
Local Emergency Planning Committee

Civil Rights Commission
 Youth Advisory Commission

DAVID COHEN

Finance Committee/Citizens Finance Committee
 Public Works Committee
 Planning Board
 Historic Preservation Committee
 Local Emergency Planning Committee
 Bike Advisory Committee
 Senior Center Liaison
 PCTV Negotiating Team
 Central Jersey Forum
 Transit Trust Fund

EVE NIEDERGANG

Animal Control Advisory Committee
 Board of Health
 Environmental Commission
 Local Emergency Planning Committee
 Shade Tree Commission
 Public Transit Advisory Committee

DWAINE WILLIAMSON

Affordable Housing Board
 Housing Authority
 Legal Committee
 Recreation Commission
 Corner House Board
 Princeton Alcohol Drug Alliance

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Williamson								
Mr. Quinn								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Clerk

RESOLUTION 19-2

Resolution Authorizing Appointments to Boards, Commissions and Committees

BE IT RESOLVED by the Mayor and Council of Princeton:

The following appointments are hereby made:

Name and Board	Term	Expires
<u>Affordable Housing Board</u>		
Colin Vonvorys	3 year	1/1/2022
Carol Golden	3 year	1/1/2022
Dosier Hammond	3 year	1/1/2020*
Maria Juega	3 year	1/1/2021*
<u>Animal Control Advisory Committee</u>		
Steve Frakt	3 year	1/1/2022
<u>Bicycle Advisory Committee</u>		
Lisa Serieyssol	3 year	1/1/2022
<u>Board of Health</u>		
George DiFerdinando, Jr.	3 year	1/1/2022
Linda Schwimmer	3 year	1/1/2022
Meredith Hodach Avalos	3 year	1/1/2022
Vrunda Patel	3 year	1/1/2022
Kathleen Stillo, (Alternate 1)	3 year	1/1/2021*
Darrell Penn, (Alternate 2)	3 year	1/1/2022
<u>Boards of Parks & Recreation</u>		
Richard Nosker	5 year	1/1/2024
Matt Frawley	5 year	1/1/2024
<u>Citizens Finance Advisory Committee</u>		
Scott Sillars	3 year	1/1/2022
Adrienne Krepke	3 year	1/1/2022
William Dove	3 year	1/1/2022
<u>Civil Rights Commission</u>		
Karen Hernandez-Granzen	3 year	1/1/2022

Surrinder Sharma	3 year	1/1/2022
Kim Dorman	3 year	1/1/2022
Jean Durbin	3 year	1/1/2020*

Corner House Board

Danita Ishibashi	3 year	1/1/2022
Wendy Jolley	3 year	1/1/2022
Minnie Craig	3 year	1/1/2022

Environmental Commission

Lisa Marcus-Levine	3 year	1/1/2022
Brian Walker	3 year	1/1/2022
Zoe Volenec (Alternate 1)	2 year	1/1/2021
Marco Ramirez (Alternate 2)	2 year	1/1/2020*

Historic Preservation Commission

David Schure	4 year	1/1/2023
Elric Endersby	4 year	1/1/2023
Thomas E. White, (Alternate 1)	2 year	1/1/2021
Brenna Campbell, (Alternate 2)	2 year	1/1/2020*

Housing Authority

Leighton Newlin	5 year	1/1/2024
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Human Services Commission

Ross Wishnick	3 year	1/1/2022
Larry Spruill	3 year	1/1/2022
Ericka Deglau	3 year	1/1/2022
Kristina Gonzalez	3 year	1/1/2020*

Library Board of Trustees

Barak Bar Cohen	5 year	1/1/2024
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Planning Board

Zenon Tech-Czarney, PEC Rep	1 year	1/1/2020
Julie Capozzoli, HPC Rep	4 year	1/1/2023
Gail Ullman	4 year	1/1/2023
Mia Sacks	4 year	1/1/2021*
Jeffrey Oakman, (Alternate 1)	2 year	1/1/2020*
Alvin McGowen, (Alternate 2)	2 year	1/1/2021

Public Transit Committee

Debbie Disher 3 year 1/1/2022

Stony Brook Regional Sewerage Authority

David Goldfarb 5 year 1/31/2024**

Sewer Operating Committee

David Goldfarb 3 year 1/1/2022

Shade Tree Commission

Janet Stern 5 year 1/1/2024

Site Plan Review Advisory Board

Robert Freudenberg 4 year 1/1/2023
 Lisa Levine 1 year 1/1/2020
 Marina Rubina 4 year 1/1/2023
 Louisa Clayton 4 year 1/1/2023
 Ingela Kostenbader (Alternate 1) 2 year 1/1/2021

Zoning Board of Adjustment

Harlan Tenenbaum 4 year 1/1/2023
 Michael Floyd 4 year 1/1/2023
 Nicholas Valvanis 4 year 1/1/2023
 Bernice Chen, (Alternate 1) 2 year 1/1/2021
 Michelle Pirone Lambros, (Alt. 2) 2 year 1/1/2021

Local Emergency Planning Committee

Steve Miller Citizen Appointment

*filling an unexpired term

**As per NJSA 40:14A

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Williamson								
Mr. Quinn								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above

is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk



RESOLUTION 19-3

Resolution Authorizing 2019 Staff Appointments

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Princeton

		Term
Municipal Improvements Search Officer	Delores A. Williams	1 year
Tax Search Officer	Tammie Tisdale	1 year
Certifying Agent, Public Employees' Retirement System of New Jersey	Jacqueline Nagin	1 year
Supervisor of the Certifying Agent, Public Employees' Retirement System of NJ	Sandra Webb	1 year
Municipal Court Judge	John F. McCarthy, III	3 years

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Clerk

RESOLUTION 19-4

Resolution Authorizing a Professional Services Agreement with Trishka W. Cecil, Esq., as Municipal Attorney and Mason, Griffin & Pierson, P.C. as the Assistant Municipal Attorney for 2019, Not to Exceed \$126,000.00

WHEREAS, the municipality of Princeton desires to retain the services of a Municipal Attorney and Assistant Municipal Attorney for purposes of legal services for 2019 on behalf of Princeton; and

WHEREAS, Trishka W. Cecil, Esq. and Mason, Griffin & Pierson, P.C. have provided a proposal to Princeton for purposes of performing the sought-after legal services for the not to exceed retainer amount of \$126,000.00 (\$10,500.00 per month) and term of the calendar year 2019; and

WHEREAS, Princeton has a need to acquire these services following the “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law” and in connection therewith, Triska W. Cecil, Esq. and Mason, Griffin & Pierson, P.C. have completed and filed with Princeton the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8, Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 and affidavit pursuant section 2-87 of the Princeton Code (collectively, the “Pay-to-Play Forms”); and

WHEREAS, the agreement shall be for an amount for routine retainer services of \$126,000.00, as more specifically detailed in the Trishka W. Cecil, Esq. and Mason, Griffin & Pierson, P.C.’s proposal; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said services in account # 01-201-20-155-401 Legal Services & Costs - Other Expenses - General Service; and

WHEREAS, the Local Public Contracts Law, *N.J.S.A.* 40A:11-5(1)(a)(i), authorizes Princeton to award this agreement as a professional services agreement, without public bidding.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of Princeton, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Trishka W. Cecil, Esq. for the position of Municipal Attorney and Mason, Griffin & Pierson, P.C. as the Assistant Municipal Attorney, consistent with this Resolution and the above “Whereas” clauses.
2. The agreement is awarded following competitive bidding as a professional services agreement as authorized under *N.J.S.A.* 40A:11-4.5.
3. Trishka W. Cecil, Esq. and Mason, Griffin & Pierson, P.C. shall be paid a fee not to exceed \$126,000.00 (\$10,500.00 per month) as a retainer for routine services. The term of the agreement shall be for the Calendar Year 2019.
4. A copy of this Resolution, the Pay-to-Play Forms and the agreement shall be placed on file in the Office of the Clerk.
5. A notice of this action shall be published in the official newspaper as required by law.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								

Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk

ATTACHMENTS:

- MGP Agreement for Professional Services (DOCX)
- MGP PSA (PDF)
- Exhibits B and C (DOCX)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement” or “agreement”) entered into this 3rd day of January 2019 by and between PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and Trishka W. Cecil, Esq., Mason Griffin & Pierson, P.C., 101 Poor Farm Road, Princeton, New Jersey 08540 (hereafter referred to as "CONSULTANT").

WITNESS

WHEREAS, PRINCETON desires to obtain professional services in connection with services as the Municipal Attorney and Assistant Municipal Attorney for 2018; and

WHEREAS, on December 26, 2018, CONSULTANT provided a written proposal to PRINCETON for purposes of performing the sought-after professional services to PRINCETON, a copy of which is attached as Exhibit A hereto; and

WHEREAS, by resolution, the Council awarded an agreement for professional services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between PRINCETON and CONSULTANT as follows:

1. Scope of Services. CONSULTANT shall use its best efforts to perform professional services and other related duties as follows:

Municipal Attorney and Assistant Municipal Attorney

The specific tasks involved in these services are more fully set forth in the CONSULTANT’S proposal, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT’S proposal and this Agreement, the terms of this Agreement shall control.

2. Term.
 - a. This Agreement shall become effective on January 1, 2019 and shall terminate on December 31, 2019, subject to the termination provisions set forth in subsection 2b. below.

- b. The Agreement may be terminated by either party, by giving two (2) months advanced written notice to the other, to the address as set forth on page 1 above.
3. Compensation; Manner of Payment.
 - a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed one hundred and twenty six thousand dollars (\$126,000.00), subject to annual budgetary appropriations for retainer, routine legal services including OPRA legal services; for services not covered by the retainer, Princeton shall be billed at the rate of \$155.00 per hour.
 - b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit A. CONSULTANT shall give written notice to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the compensation set forth in paragraph 3a.
 - c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of an audited and approved voucher.
4. Affirmative Action/Equal Employment. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit B.
5. Business Registration & Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
6. Political Contributions.
 - a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make

a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.

- b. In accordance with section 2-87 of the Princeton Code, CONSULTANT shall not make or solicit any contribution of money, or pledge of a contribution, including in-kind contributions, or loans, to a municipal campaign committee or fund of any candidate for, or holder of, a public office within PRINCETON having ultimate responsibility for the award of this Agreement, or campaign committee financially supporting such candidate or officeholder, or to any political action committee (PAC) that engages in the support of municipal elections and/or municipal parties, or to any PRINCETON or Mercer County party committee, between the time of first communications between that business entity and PRINCETON regarding this Agreement and the later of the termination of negotiations or the completion of the Agreement.
- c. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if CONSULTANT receives contracts in excess of \$50,000 from public entities in a calendar year. It is CONSULTANT responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

7. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured on such policies.
- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any

way connected with the CONSULTANT'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.

8. Complete Agreement. This Agreement and any attachments hereto or incorporated by 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.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

ATTEST:

PRINCETON, a municipal corporation of the State of New Jersey

Delores A. Williams, Municipal Clerk

By: _____
Liz Lempert, Mayor

By: _____
Trishka W. Cecil, Esq.

By: _____
Shawn N. Neufeld
Managing Director
Mason, Griffin & Pierson, P.C.

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION

COUNSELLORS AT LAW



101 Poor Farm Road
Princeton, NJ 08540
Tel 609.921.6543
Fax 609.683.7978
www.mgplaw.com

Directors

Edwin W. Schmierer
Valerie L. Howe •
Shawn M. Neufeld †
Kevin A. Van Hise †

Kester R. Pierson (retired)
Ralph S. Mason (1913-1988)
Gordon D. Griffin (1919-2016)
Craig H. Davis (1947-1997)

Also Admitted in:

† PA * FL • VA ▼ NY

Of Counsel/Associates

Kristina P. Hadinger
Trishka W. Cecil †
Sharon A. Dragan †
Ian T. Hammett
Lucille E. Davy
Lisa M. Maddox †
Elissa Grodd Schragger *
Nicole M. Sciotto †
Keri Reid McNally ▼
Anthony R. Todaro

Email: trishka@mgplaw.com
Direct Dial: (609) 436-1211

December 26, 2018

Marc Dashield, Administrator
Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540

Re: Mason, Griffin & Pierson, P.C.: 2019 Legal Services

Dear Marc:

I am writing to express my interest in continuing to be appointed as the attorney for the Municipality of Princeton for 2019.

Our firm proposes continuing as the Municipality's attorney at the same rate and for the same retainer as was paid in 2018.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Trishka W. Cecil', with a large, sweeping flourish above the name.

Trishka W. Cecil

TWC:haf
Encls.

EXHIBIT B

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT**

for

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS**

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

During performance of this contract, the contractor agrees as follows:

A. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

B. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. 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;

H. In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any

subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to the Municipality as provided above. No contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with the Municipality unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. The Municipality will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.



RESOLUTION 19-5

**Resolution Authorizing a Professional Services Agreement with
Kimberly M. Lacken, Esq., to serve as Municipal Prosecutor for 2019,
Not to Exceed \$70,000.00**

WHEREAS, the municipality of Princeton desires to retain the services of an attorney for purposes of serving as Municipal Prosecutor on behalf of Princeton; and

WHEREAS, Kimberly Lacken, Esq. has provided a proposal to Princeton for purposes of performing the sought-after Municipal Prosecutor services for the not to exceed contract amount of \$70,000.00 for 2019; and

WHEREAS, Princeton has a need to acquire these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law” and in connection therewith, Kimberly Lacken, Esq. will complete and filed with Princeton the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8, Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 and affidavit pursuant section 2-87 of the Princeton Code (collectively, the “Pay-to-Play Forms”); and

WHEREAS, the agreement shall be for an amount not to exceed \$70,000.00; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said services in account 01-201-25-275-281; and

WHEREAS, the Local Public Contracts Law, *N.J.S.A.* 40A:11-5(1)(a)(i), authorizes Princeton to award this agreement as a professional services agreement, without public bidding.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of Princeton, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement

with Kimberly Lacken, Esq. for Municipal Prosecutor services, consistent with this Resolution and the above “Whereas” clauses.

2. The agreement is awarded without competitive bidding as a professional services agreement as authorized under *N.J.S.A. 40A:11-5(1)(a)(i)*.
3. Kimberly Lacken, Esq. shall be paid a fee not to exceed \$70,000.00. The term of the agreement shall be January 1, 2019 to December 31, 2019.
4. A copy of this Resolution, the Pay-to-Play Forms and the agreement shall be placed on file in the Office of the Clerk.
5. A notice of this action shall be published in the official newspaper as required by law.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk

ATTACHMENTS:

- Kim Lacken Contract (DOCX)
- Exhibits B, C and D (DOCX)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement” or “agreement”) entered into this 3rd day of January 2019 by and between PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and Kimberly M. Lacken 45 Lochatong Road West Trenton, NJ 08628 (hereafter referred to as "CONSULTANT").

WITNESS

WHEREAS, PRINCETON desires to obtain professional services in connection with Municipal Prosecutor services; and

WHEREAS, on August 8, 2018, CONSULTANT provided a written proposal to PRINCETON for purposes of performing the sought-after professional services to PRINCETON, a copy of which is attached as Exhibit A hereto; and

WHEREAS, by resolution, the Council awarded an agreement for professional services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between PRINCETON and CONSULTANT as follows:

1. Scope of Services. CONSULTANT shall use its best efforts to perform professional services and other related duties as follows:

Municipal Prosecutor Services

The specific tasks involved in these services are more fully set forth in the CONSULTANT’S proposal, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT’S proposal and this Agreement, the terms of this Agreement shall control.

2. Term.
 - a. This Agreement shall become effective on January 1, 2019 and shall terminate on December 31, 2019, subject to the termination provisions set forth in subsection 2b. below.
 - b. The Agreement may be terminated by either party, by giving two (2) months advanced written notice to the other, to the address as set forth on page 1 above.
3. Compensation; Manner of Payment.

- a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed seventy thousand dollars (\$70,000.00), Said compensation is available as certified by Princeton's Chief Finance Officer in account 01-201-25-275-281.
 - b. CONSULTANT shall bill PRINCETON bi-weekly for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit A..
 - c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of an audited and approved voucher.
4. Affirmative Action/Equal Employment. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit B.
5. Business Registration & Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
6. Political Contributions.
 - a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.
 - b. In accordance with section 2-87 of the Princeton Code, CONSULTANT shall not make or solicit any contribution of money, or pledge of a contribution, including in-kind contributions, or loans, to a municipal campaign committee or fund of any candidate for, or holder of, a public office within PRINCETON having ultimate responsibility for the award of

this Agreement, or campaign committee financially supporting such candidate or officeholder, or to any political action committee (PAC) that engages in the support of municipal elections and/or municipal parties, or to any PRINCETON or Mercer County party committee, between the time of first communications between that business entity and PRINCETON regarding this Agreement and the later of the termination of negotiations or the completion of the Agreement.

- c. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if CONSULTANT receives contracts in excess of \$50,000 from public entities in a calendar year. It is CONSULTANT responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

- 7. Complete Agreement. This Agreement and any attachments hereto or incorporated by 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.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

ATTEST:

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

Delores A. Williams, Municipal Clerk

By: _____
Liz Lempert, Mayor

Witness

By: _____
Kimberly Lacken, Esq.

EXHIBIT B

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT**

for

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS**

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

During performance of this contract, the contractor agrees as follows:

A. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

B. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. 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;

H. In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any

subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to the Municipality as provided above. No contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with the Municipality unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. The Municipality will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

EXHIBIT D

NEW JERSEY "LOCAL UNIT PAY-TO-PLAY LAW" COMPLIANCE

Political Contribution Disclosure

This Agreement has been awarded to CONTRACTOR/CONSULTANT based on the merits and abilities of CONTRACTOR/CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in *N.J.S.A. 19:44A-20.7*. As such, CONTRACTOR/CONSULTANT hereby certifies that CONTRACTOR/CONSULTANT (including persons and other business entities having an interest in CONTRACT/CONSULTANT as defined by *N.J.S.A. 19:44A-20.7*) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00)*, in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office for Princeton when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office for Princeton when the Agreement is awarded.



RESOLUTION 19-6

**Resolution Authorizing a Professional Services Agreement for
Michael T. Barrett, Esq., serving as Public Defender for 2019, Not to
Exceed \$57,500.00**

WHEREAS, the municipality of Princeton desires to retain the services of an attorney for purposes of serving as a Public Defender on behalf of Princeton; and

WHEREAS, **MICHAEL T. BARRETT, ESQ. AND THE FIRM OF BERGMAN & BARRETT** has provided a proposal to Princeton for purposes of performing the sought-after legal services for the not to exceed contract amount of \$57,500.00 and term of Calendar Year 2019; and

WHEREAS, Princeton has a need to acquire these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law” and in connection therewith, **MICHAEL T. BARRETT, ESQ. AND THE FIRM OF BERGMAN & BARRETT** has completed and filed with Princeton the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8, Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 and affidavit pursuant section 2-87 of the Princeton Code (collectively, the “Pay-to-Play Forms”); and

WHEREAS, the agreement shall be for an amount not to exceed \$57,500.00; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said services in account #01-201-43-495-299 Public Defender - Other Expenses; and

WHEREAS, the Local Public Contracts Law, *N.J.S.A. 40A:11-5(1)(a)(i)*, authorizes Princeton to award this agreement as a professional services agreement, without public bidding.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of Princeton, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with **MICHAEL T. BARRETT, ESQ. AND THE FIRM OF BERGMAN & BARRETT** for public defender services consistent with this Resolution and the above “Whereas” clauses.

2. The agreement is awarded without competitive bidding as a professional services agreement as authorized under *N.J.S.A. 40A:11-5(1)(a)(i)*.
3. **MICHAEL T. BARRETT, ESQ. AND THE FIRM OF BERGMAN & BARRETT** shall be paid a fee not to exceed \$57,500.00. The term of the agreement shall be Calendar Year 2019.
4. A copy of this Resolution, the Pay-to-Play Forms and the agreement shall be placed on file in the Office of the Clerk.
5. A notice of this action shall be published in the official newspaper as required by law.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

 Delores A. Williams, Municipal Clerk

ATTACHMENTS:

- Bergman Barrett Form PSA 17500 or more (DOCX)
- Barrett Exhibit (PDF)
- Exhibits B and C (DOCX)

2018

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement” or “agreement”) entered into this 3rd day of January 2019 by and between **PRINCETON**, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "**PRINCETON**") and **MICHAEL T. BARRETT, ESQ.** and the **FIRM OF BERGMAN & BARRETT, 103 Carnegie Center, Suite 210, Princeton, New Jersey 08540** (hereafter referred to as "**CONSULTANT**").

WITNESSETH:

WHEREAS, **PRINCETON** desires to obtain professional services in connection with public defender services; and

WHEREAS, on December 13, 2018, **CONSULTANT** provided a written proposal to **PRINCETON** for purposes of performing the sought-after professional services to **PRINCETON**, a copy of which is attached as Exhibit A hereto; and

WHEREAS, by resolution, the Council awarded an agreement for professional services to **CONSULTANT** without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between **PRINCETON** and **CONSULTANT** as follows:

1. Scope of Services. **CONSULTANT** shall use its best efforts to perform professional services and other related duties as follows:

Public Defender Services

The specific tasks involved in these services are more fully set forth in the **CONSULTANT’S** proposal, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully restated. Should there be any conflict between the terms of **CONSULTANT’S** proposal and this Agreement, the terms of this Agreement shall control.

2. Term.
 - a. This Agreement shall become effective on January 1, 2019 and shall terminate on December 31, 2019, subject to the termination provisions set forth in subsection 2b. below.

- b. The Agreement may be terminated by either party, by giving two (2) months advanced written notice to the other, to the address as set forth on page 1 above.
3. Compensation; Manner of Payment.
 - a. The anticipated cost of **CONSULTANT'S** services as described herein shall not exceed fifty seven thousand, five hundred dollars (\$57,500.00) subject to annual budgetary appropriations.
 - b. **CONSULTANT** shall bill **PRINCETON** monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit A. **CONSULTANT** shall give written notice to **PRINCETON** when the **CONSULTANT** has billed eighty percent (80%) of the compensation set forth in paragraph 3a.
 - c. **PRINCETON** agrees to pay **CONSULTANT** within thirty (30) days of receipt of an audited and approved voucher.
4. Affirmative Action/Equal Employment. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit B.
5. Business Registration & Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
6. Political Contributions.
 - a. This Agreement has been awarded to **CONSULTANT** based on the merits and abilities of **CONSULTANT** to provide the goods or services as described herein. This Agreement was not awarded through a “fair and open process” as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, **CONSULTANT** hereby certifies that **CONSULTANT** (including persons and other business entities having an interest in **CONSULTANT**, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of **PRINCETON**

when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of **PRINCETON** when the Agreement is awarded.

- b. In accordance with section 2-87 of the **PRINCETON** Code, **CONSULTANT** shall not make or solicit any contribution of money, or pledge of a contribution, including in-kind contributions, or loans, to a municipal campaign committee or fund of any candidate for, or holder of, a public office within **PRINCETON** having ultimate responsibility for the award of this Agreement, or campaign committee financially supporting such candidate or officeholder, or to any political action committee (PAC) that engages in the support of municipal elections and/or municipal parties, or to any **PRINCETON** or Mercer County party committee, between the time of first communications between that business entity and **PRINCETON** regarding this Agreement and the later of the termination of negotiations or the completion of the Agreement.
- c. **CONSULTANT** is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if **CONSULTANT** receives contracts in excess of \$50,000 from public entities in a calendar year. It is **CONSULTANT** responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

7. Insurance; Hold Harmless.

- a. Prior to commencing work, **CONSULTANT** shall furnish **PRINCETON** with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. **PRINCETON**, and its officers, employees, agents and **CONSULTANTS**, shall be listed as additional insured on such policies.
- b. **CONSULTANT** shall defend, indemnify and hold harmless **PRINCETON**, its officers, employees, agents and **CONSULTANTS** from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the **CONSULTANT'S** acts or omissions, or those of its officers, employees, agents and **CONSULTANTS**, in connection with this Agreement.

8. Complete Agreement. This Agreement and any attachments hereto or incorporated by 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.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

ATTEST:

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

Delores A. Williams, Municipal Clerk

By:_____
Liz Lempert, Mayor

BERGMAN & BARRETT

By:_____
Michael T. Barrett, Esq.

Bergman & Barrett

Attorneys at Law

103 Carnegie Center

Suite 210

Princeton, New Jersey 08540

Telephone: (609) 921-1502

Fax: (609) 683-0288

Edward J. Bergman
ejb@gear3.net

Michael T. Barrett
mbar97@aol.com

December 13, 2018

Kathleen Brzezynski, Clerk
Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540

Re: Municipal Public Defender

Dear Ms. Brzezynski:

Please accept this letter as my formal request to service against as Municipal Public Defender for 2019. I see no increase in salary from 2018.

Thank you for your consideration.

Very truly yours,
BERGMAN & BARRETT



Michael T. Barrett

MTB/sd

cc: Trishka Cecil, Esq.
Municipal Attorney

EXHIBIT B

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT**

for

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS**

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

During performance of this contract, the contractor agrees as follows:

A. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

B. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. 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;

H. In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any

subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to the Municipality as provided above. No contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with the Municipality unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. The Municipality will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Finance

RESOLUTION 19-7

Resolution Authorizing a Professional Services Agreement with Harry Haushalter, Esq., for purposes of serving as Special Tax Counsel for 2019, Not to Exceed \$60,000.00

WHEREAS, the municipality of Princeton desires to retain the services of an attorney for purposes of serving as Special Tax Counsel on behalf of Princeton; and

WHEREAS, Harry Haushalter, Esq. has provided a proposal to Princeton for purposes of performing the sought-after Legal services for the not to exceed contract amount of \$60,000.00 and term of Calendar Year 2019; and

WHEREAS, Princeton has a need to acquire these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law” and in connection therewith, Harry Haushalter, Esq. has completed and filed with Princeton the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8, Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 and affidavit pursuant section 2-87 of the Princeton Code (collectively, the “Pay-to-Play Forms”); and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said services in account 01-201-20-151-299; and

WHEREAS, the Local Public Contracts Law, *N.J.S.A. 40A:11-5(1)(a)(i)*, authorizes Princeton to award this agreement as a professional services agreement, without public bidding.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of Princeton, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Harry Haushalter, Esq. for serving as Special Tax Counsel, consistent with this Resolution and the above “Whereas” clauses.
2. The agreement is awarded without competitive bidding as a professional services agreement as authorized under *N.J.S.A. 40A:11-5(1)(a)(i)*.
3. Harry Haushalter, Esq. shall be paid a fee not to exceed \$60,000.00. The term of the agreement shall be Calendar Year 2019.
4. A copy of this Resolution, the Pay-to-Play Forms and the agreement shall be placed on file in the Office of the Clerk.
5. A notice of this action shall be published in the official newspaper as required by law.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk

ATTACHMENTS:

- Haushalter PSA (DOCX)
- Exhibits B and C (DOCX)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement” or “agreement”) entered into this 3rd day of January 2019 by and between PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and Harry Haushalter, Esq., 2119 Route 33, Suite A, Hamilton, Square, NJ 08690 (hereafter referred to as "CONSULTANT").

WITNESS

WHEREAS, PRINCETON desires to obtain professional services in connection with Special Tax Counsel; and

WHEREAS, by resolution, the Council awarded an agreement for professional services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between PRINCETON and CONSULTANT as follows:

1. Scope of Services. CONSULTANT shall use its best efforts to perform professional services and other related duties as follows:

Special Tax Counsel

The specific tasks involved in these services are more fully set forth in the CONSULTANT’S proposal, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT’S proposal and this Agreement, the terms of this Agreement shall control.

2. Term.
 - a. This Agreement shall become effective on January 1, 2019 and shall terminate on December 31, 2019, subject to the termination provisions set forth in subsection 2b. below.
 - b. The Agreement may be terminated by either party, by giving two (2) months advanced written notice to the other, to the address as set forth on page 1 above.
3. Compensation; Manner of Payment.

- a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed sixty thousand dollars (\$60,000.00) subject to annual budgetary appropriations. Said compensation is available as certified by Princeton's Chief Finance Officer in account 01-201-20-151-299.
 - b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit A. CONSULTANT shall give written notice to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the compensation set forth in paragraph 3a.
 - c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of an audited and approved voucher.
4. Affirmative Action/Equal Employment. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit B.
 5. Business Registration & Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
 6. Political Contributions.
 - a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.
 - b. In accordance with section 2-87 of the Princeton Code, CONSULTANT

shall not make or solicit any contribution of money, or pledge of a contribution, including in-kind contributions, or loans, to a municipal campaign committee or fund of any candidate for, or holder of, a public office within PRINCETON having ultimate responsibility for the award of this Agreement, or campaign committee financially supporting such candidate or officeholder, or to any political action committee (PAC) that engages in the support of municipal elections and/or municipal parties, or to any PRINCETON or Mercer County party committee, between the time of first communications between that business entity and PRINCETON regarding this Agreement and the later of the termination of negotiations or the completion of the Agreement.

- c. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if CONSULTANT receives contracts in excess of \$50,000 from public entities in a calendar year. It is CONSULTANT responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

7. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured on such policies.
- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the CONSULTANT'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.

- 8. Complete Agreement. This Agreement and any attachments hereto or incorporated by 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.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

ATTEST:

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

Delores A. Williams, Municipal Clerk

By: _____,
Liz Lempert, Mayor

By: _____
Harry Haushalter, Esq.

EXHIBIT B

AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE ATTACHMENT

for

PROCUREMENT AND SERVICE CONTRACTS, INCLUDING PROFESSIONAL SERVICES AGREEMENTS

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

During performance of this contract, the contractor agrees as follows:

A. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

B. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. 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;

H. In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any

subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to the Municipality as provided above. No contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with the Municipality unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. The Municipality will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Clerk

RESOLUTION 19-8

Resolution Authorizing a Professional Services Agreement with Harry Haushalter, Esq., for Special Tax Litigation for 2019, Not to Exceed \$10,000.00

WHEREAS, the municipality of Princeton desires to retain the services of an attorney for purposes of serving as Special Tax Counsel for Tax Litigation on behalf of Princeton; and

WHEREAS, Harry Haushalter, Esq. has requested \$10,000.00 for such legal services for the not to exceed contract amount of \$10,000.00 and term of Calendar Year 2019; and

WHEREAS, Princeton has a need to acquire these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law” and in connection therewith, Harry Haushalter, Esq. has completed and filed with Princeton the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8, Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 and affidavit pursuant section 2-87 of the Princeton Code (collectively, the “Pay-to-Play Forms”); and

WHEREAS, the agreement shall be for an amount not to exceed \$10,000.00; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said services in account 01-201-20-151-299; and

WHEREAS, the Local Public Contracts Law, *N.J.S.A.* 40A:11-5(1)(a)(i), authorizes Princeton to award this agreement as a professional services agreement, without public bidding.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of Princeton, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Harry Haushalter, Esq. for serving as Special Tax Counsel for Tax Litigation, consistent with this Resolution and the above “Whereas” clauses.
2. The agreement is awarded without competitive bidding as a professional services agreement as authorized under *N.J.S.A. 40A:11-5(1)(a)(i)*.
3. Harry Haushalter, Esq. shall be paid a fee not to exceed \$10,000.00. The term of the agreement shall be Calendar Year 2019.
4. A copy of this Resolution, the Pay-to-Play Forms and the agreement shall be placed on file in the Office of the Clerk.
5. A notice of this action shall be published in the official newspaper as required by law.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019

 Delores A. Williams, Municipal Clerk

ATTACHMENTS:

- Haushalter (DOCX)

- Exhibits B and C (DOCX)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement” or “agreement”) entered into this 3rd day of January 2019 by and between PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and Harry Haushalter, Esq., 2119 Route 33, Suite A, Hamilton, Square, NJ 08690 (hereafter referred to as "CONSULTANT").

WITNESS

WHEREAS, PRINCETON desires to obtain professional services in connection with Special Tax Counsel for Tax Litigation; and

WHEREAS, by resolution, the Council awarded an agreement for professional services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between PRINCETON and CONSULTANT as follows:

1. Scope of Services. CONSULTANT shall use its best efforts to perform professional services and other related duties as follows:

Special Tax Counsel for Tax Litigation

The specific tasks involved in these services are more fully set forth in the CONSULTANT’S proposal, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT’S proposal and this Agreement, the terms of this Agreement shall control.

2. Term.
 - a. This Agreement shall become effective on January 1, 2019 and shall terminate on December 31, 2019, subject to the termination provisions set forth in subsection 2b. below.
 - b. The Agreement may be terminated by either party, by giving two (2) months advanced written notice to the other, to the address as set forth on page 1 above.
3. Compensation; Manner of Payment.

The anticipated cost of CONSULTANT'S services as described herein shall not exceed ten thousand dollars (\$10,000.00) subject to annual budgetary appropriations. Said compensation is available as certified by Princeton's Chief Finance Officer in account 01-201-20-151-299.

- b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month.
 - c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of an audited and approved voucher.
4. Affirmative Action/Equal Employment. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit B.
 5. Business Registration & Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
 6. Political Contributions.
 - a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.
 - b. In accordance with section 2-87 of the Princeton Code, CONSULTANT shall not make or solicit any contribution of money, or pledge of a contribution, including in-kind contributions, or loans, to a municipal

campaign committee or fund of any candidate for, or holder of, a public office within PRINCETON having ultimate responsibility for the award of this Agreement, or campaign committee financially supporting such candidate or officeholder, or to any political action committee (PAC) that engages in the support of municipal elections and/or municipal parties, or to any PRINCETON or Mercer County party committee, between the time of first communications between that business entity and PRINCETON regarding this Agreement and the later of the termination of negotiations or the completion of the Agreement.

- c. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if CONSULTANT receives contracts in excess of \$50,000 from public entities in a calendar year. It is CONSULTANT responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

7. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured on such policies.
- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the CONSULTANT'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.

8. Complete Agreement. This Agreement and any attachments hereto or incorporated by 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.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

ATTEST:

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

Delores A. Williams, Municipal Clerk

By: _____,
Liz Lempert, Mayor

By: _____
Harry Haushalter, Esq.

EXHIBIT B

AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE ATTACHMENT

for

PROCUREMENT AND SERVICE CONTRACTS, INCLUDING PROFESSIONAL SERVICES AGREEMENTS

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

During performance of this contract, the contractor agrees as follows:

A. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

B. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. 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;

H. In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any

subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to the Municipality as provided above. No contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with the Municipality unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. The Municipality will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Engineering

RESOLUTION 19-9

Resolution Authorizing a Professional Services Agreement with Gregory Sandusky, P.E., P.L.S., for Professional Land Surveying Consulting Services for Purposes of Reviewing Development Applications on behalf of Princeton's Land Use Boards for 2019, Not to Exceed \$5,000.00

WHEREAS, the municipality of Princeton desires to retain the services of a professional land surveying consulting services for purposes of reviewing development applications on behalf of Princeton's land use boards; and

WHEREAS, Gregory Sandusky, P.E., P.L.S., has provided a proposal and 2019 Fee Schedule to Princeton for purposes of performing the sought-after development application professional land surveying consulting services; and

WHEREAS, the Engineering Department has estimated based upon 2018 application professional land surveyor reviews that the professional services contract amount shall not to exceed contract amount of \$5,000.00; and

WHEREAS, Princeton has a need to acquire these services without a "fair and open process" as defined by P.L. 2004, c.19, the "Local Unit Pay-to-Play Law" and in connection therewith, Gregory Sandusky, P.E., P.L.S., will complete and file with Princeton the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8, Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 and affidavit pursuant section 2-87 of the Princeton Code (collectively, the "Pay-to-Play Forms"); and

WHEREAS, the Chief Financial Officer will has certified that sufficient funds are available in the appropriate development escrow account to pay for said services; and

WHEREAS, the Local Public Contracts Law, *N.J.S.A. 40A:11-5(1)(a)(i)*, authorizes Princeton to award this agreement as a professional services agreement, without public bidding.

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

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Gregory Sandusky, P.E., P.L.S. for professional land surveying consulting services for development applications on behalf of Princeton’s land use boards, consistent with this Resolution and the above “Whereas” clauses.
2. The agreement is awarded without competitive bidding as a professional services agreement as authorized under *N.J.S.A. 40A:11-5(1)(a)(i)*.
3. Consultant fees shall be paid in accordance with the 2019 Gregory Sandusky, P.E., P.L.S. Fee Schedule for the work hours completed. The professional services agreement amount shall not to exceed \$5,000.00. The term of the agreement shall be one year.
4. A copy of this Resolution, the Pay-to-Play Forms and the agreement shall be placed on file in the Office of the Clerk.
5. A notice of this action shall be published in the official newspaper as required by law.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								

Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk

ATTACHMENTS:

- Gregory Sandusky - Agreement 2019 (DOCX)
- Exhibit A - Gregory Sandusky
- Exhibits B C and D (DOCX)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 3rd day of January 2019 by and between **PRINCETON**, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "**PRINCETON**") and Gregory Sandusky, P.E., P.L.S., 505 Willow Street, Robbinsville, NJ 08691 (hereafter referred to as "**CONSULTANT**").

WITNESSETH:

WHEREAS, **PRINCETON** wishes to retain a professional land surveying consulting services in the calendar year 2019 to undertake reviews of any and all land development applications referred by **PRINCETON** to **CONSULTANT**; and

WHEREAS, **PRINCETON** has adopted a Resolution pursuant to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-3 et seq., authorizing the award of a contract for Professional Services without competitive bidding to the **CONSULTANT** as permitted by law.

NOW THEREFORE, IT IS AGREED by and between **PRINCETON** and **CONSULTANT** as follows:

1. **PRINCETON** hereby retains the **CONSULTANT** during the calendar year 2019 to undertake any and all reviews of land development applications referred to the **CONSULTANT** by the **PRINCETON** staff through the **PRINCETON** Planning Board or the **PRINCETON** Zoning Board of Adjustment
2. The **CONSULTANT** agrees to review and evaluate all land development applications referred to the **CONSULTANT** in a timely fashion. The **CONSULTANT** will supply reports to the **PRINCETON** Engineering Department regarding issues raised in said professional land surveying consulting

services. The scope of the **CONSULTANT'S** review of individual land development applications will be specifically set forth in writing by **PRINCETON**. All work referred to the **CONSULTANT** by **PRINCETON** will be coordinated with the **PRINCETON** Engineer, the Assistant **PRINCETON** Engineer, the Planning Director, the Executive Secretary of the **PRINCETON** Planning Board, the Zoning Officer or Secretary to the **PRINCETON** Zoning Board of Adjustment and such subcommittees of the various Boards as appropriate. The **CONSULTANT** agrees to complete all of its work within the statutory review periods as provided for by the New Jersey Municipal Land Use Law and the **PRINCETON** Land Use Code. The **CONSULTANT** shall meet with representatives of **PRINCETON** as necessary in order to discuss with said **PRINCETON** representatives the various land development applications and to exchange and acquire information with regard to same. The work authorized by this agreement shall not be undertaken until sufficient funds have been deposited for same by the land development applicants. No certificate of availability of funds by the **PRINCETON** Chief Financial Officer is required at this time since services will not be requested until said sufficient funds have been received in the appropriate land development escrow account. If **PRINCETON** requests a specific, written estimate from **CONSULTANT** as to the amount of the escrow deposit that should be sufficient for the **CONSULTANT's** work, then the **CONSULTANT** shall promptly prepare and submit said estimate to **PRINCETON**. **PRINCETON** shall issue a specific purchase order against the

appropriate land development escrow account before any work shall be undertaken by the **CONSULTANT**.

3. The **CONSULTANT** will invoice **PRINCETON** by voucher on a monthly basis, showing the professional time spent, hourly rates of said professional (in quarter-hour increments) and reimbursable direct expenses for such matters as telephone, photocopying and postage. The **CONSULTANT** shall bill **PRINCETON** at the **CONSULTANT**'s 2019 rates per attached Exhibit A. A brief description of the work completed with each invoice shall be submitted. Separate invoices will be prepared on each separate land development application. Pursuant to *N.J.S.A. 40:55D-53 et seq.*, the **CONSULTANT** shall furnish copies of the **CONSULTANT**'s invoices directly to the land development applicant. Invoices and payments, however, shall be addressed to the **PRINCETON** Engineer and the responsibility for payment of same shall be with **PRINCETON**. **PRINCETON** will bill against the various land development escrow deposits for specific work performed on given applications by the **CONSULTANT**. If there are not sufficient funds on deposit with **PRINCETON** for the **CONSULTANT**'s work, **PRINCETON** shall so notify the **CONSULTANT**, and all work shall be suspended until sufficient funds are available.
4. The **CONSULTANT** agrees that Gregory Sandusky, P.E., P.L.S., shall be considered the primary person responsible for coordinating the completion of the above referenced services for **PRINCETON**'s land development applications.
5. **PRINCETON** and **CONSULTANT** hereby incorporate into this Contract the mandatory affirmative action language as set forth on Exhibit B attached hereto.

6. The **CONSULTANT** agrees to furnish to **PRINCETON**'s Chief Financial Officer a copy of its New Jersey Business Registration Certificate per Exhibit C.
7. The **CONSULTANT** agrees to adhere to the requirements of the New Jersey Local Unit Pay to Play Act, *N.J.S.A 19:44A-20.7*, as per attached Exhibit D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first written above.

ATTEST:

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

Delores A. Williams, Municipal Clerk

By: _____
Liz Lempert, Mayor

By: _____
Gregory Sandusky, P.E., P.L.S.

EXHIBIT B

AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE ATTACHMENT

for

PROCUREMENT AND SERVICE CONTRACTS, INCLUDING PROFESSIONAL SERVICES AGREEMENTS

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

During performance of this contract, the contractor agrees as follows:

A. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

B. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. 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;

H. In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any

subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to the Municipality as provided above. No contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with the Municipality unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. The Municipality will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

EXHIBIT D

NEW JERSEY "LOCAL UNIT PAY-TO-PLAY LAW" COMPLIANCE

Political Contribution Disclosure

This Agreement has been awarded to CONTRACTOR/CONSULTANT based on the merits and abilities of CONTRACTOR/CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in *N.J.S.A. 19:44A-20.7*. As such, CONTRACTOR/CONSULTANT hereby certifies that CONTRACTOR/CONSULTANT (including persons and other business entities having an interest in CONTRACT/CONSULTANT as defined by *N.J.S.A. 19:44A-20.7*) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00)*, in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office for Princeton when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office for Princeton when the Agreement is awarded.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Engineering

RESOLUTION 19-10

Resolution Authorizing a Professional Services Agreement with Snyder Environmental Engineering Associates, Jerry K. Snyder, P.E., for Purposes of Reviewing Development Applications on behalf of Princeton's Land Use Boards for 2019, Not to Exceed \$5,000.00

WHEREAS, the municipality of Princeton desires to retain the services of a professional hydraulic engineer consulting services for purposes of reviewing development applications on behalf of Princeton's land use boards; and

WHEREAS, Snyder Environmental Engineering Associates, Jerry K. Snyder, P.E., DEE, DWRE, has provided a proposal and 2019 Fee Schedule to Princeton for purposes of performing the sought-after hydraulic engineering consulting services ; and

WHEREAS, the Engineering Department has estimated based upon 2018 application reviews that the professional services contract amount shall not to exceed contract amount of \$5,000.00; and

WHEREAS, Princeton has a need to acquire these services without a "fair and open process" as defined by P.L. 2004, c.19, the "Local Unit Pay-to-Play Law" and in connection therewith, Snyder Environmental Engineering Associates, Jerry K. Snyder, P.E., DEE, DWRE, will complete and file with Princeton the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8, Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 and affidavit pursuant section 2-87 of the Princeton Code (collectively, the "Pay-to-Play Forms"); and

WHEREAS, the Chief Financial Officer will has certified that sufficient funds are available in the appropriate development escrow account to pay for said services; and

WHEREAS, the Local Public Contracts Law, *N.J.S.A. 40A:11-5(1)(a)(i)*, authorizes Princeton to award this agreement as a professional services agreement, without public bidding.

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

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Snyder Environmental Engineering Associates, Jerry K. Snyder, P.E., DEE, DWRE for hydraulic engineering consulting services for development applications on behalf of Princeton’s land use boards, consistent with this Resolution and the above “Whereas” clauses.
2. The agreement is awarded without competitive bidding as a professional services agreement as authorized under *N.J.S.A. 40A:11-5(1)(a)(i)*.
3. Consultant fees shall be paid in accordance with the 2019 Snyder Environmental Engineering Associates, Jerry K. Snyder, P.E., DEE, DWRE Fee Schedule for the work hours completed. The professional services agreement amount shall not to exceed \$5,000.00. The term of the agreement shall be one year.
4. A copy of this Resolution, the Pay-to-Play Forms and the agreement shall be placed on file in the Office of the Clerk.
5. A notice of this action shall be published in the official newspaper as required by law.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								

Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk

ATTACHMENTS:

- Jerry K. Snyder - P.E. DEE, DWRE -2019 Agreement (DOCX)
- Exhibit A - Jerry Snyder, P.E., DEE, DWRE, Snyder Environmental (PDF)
- Exhibits B C and D (DOCX)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 3rd day of January, 2019 by and between **PRINCETON**, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "**PRINCETON**") and Snyder Environmental Engineering Associates, 3044 Appledale Road, Audubon, PA 19403 (hereafter referred to as "**CONSULTANT**").

WITNESSETH:

WHEREAS, **PRINCETON** wishes to retain a professional hydraulic engineer consultant in the calendar year 2019 to undertake reviews of land development applications referred by **PRINCETON** to **CONSULTANT**; and

WHEREAS, **PRINCETON** has adopted a Resolution pursuant to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-3 et seq., authorizing the award of a contract for Professional Services without competitive bidding to the **CONSULTANT** as permitted by law.

NOW THEREFORE, IT IS AGREED by and between **PRINCETON** and **CONSULTANT** as follows:

1. **PRINCETON** hereby retains the **CONSULTANT** during the calendar year 2019 to undertake any and all reviews of land development applications referred to the

CONSULTANT by the **PRINCETON** staff through the **PRINCETON** Planning Board or the **PRINCETON** Zoning Board of Adjustment.

2. The **CONSULTANT** agrees to review and evaluate all land development applications referred to the **CONSULTANT** in a timely fashion. The **CONSULTANT** will supply reports to the **PRINCETON** Engineering Department regarding issues raised in said land development applications as they pertain to hydraulic engineering concerns. The scope of the **CONSULTANT'S** review of individual land development applications will be specifically set forth in writing by **PRINCETON**. All work referred to the **CONSULTANT** by **PRINCETON** will be coordinated with the **PRINCETON** Engineer, the Assistant **PRINCETON** Engineer, the Planning Director, the Executive Secretary of the Princeton Planning Board, the Zoning Officer or Secretary to the **PRINCETON** Zoning Board of Adjustment and such subcommittees of the various Boards as appropriate. The **CONSULTANT** agrees to complete all of its work within the statutory review periods as provided for by the New Jersey Municipal Land Use Law and the **PRINCETON** Land Use Code. The **CONSULTANT** shall meet with representatives of **PRINCETON** as necessary in order to discuss with said **PRINCETON** representatives the various land development applications and to exchange and acquire information with regard to same. The work authorized by this agreement shall not be undertaken until sufficient funds have been deposited for same by the land development applicants. No certification of availability of funds by the **PRINCETON** Chief Financial Officer is required at this time since services

will not be requested until said sufficient funds have been received in the appropriate land development escrow account. If **PRINCETON** requests a specific, written estimate from **CONSULTANT** as to the amount of the escrow deposit that should be sufficient for the **CONSULTANT**'s work, then the **CONSULTANT** shall promptly prepare and submit said estimate to **PRINCETON**. **PRINCETON** shall issue a specific purchase order against the appropriate land development escrow account before any work shall be undertaken by the **CONSULTANT**.

3. The **CONSULTANT** will invoice **PRINCETON** by voucher on a monthly basis, showing the professional time spent, hourly rates of said professional (in quarter-hour increments) and reimbursable direct expenses for such matters as telephone, photocopying and postage. The **CONSULTANT** shall bill **PRINCETON** at the **CONSULTANT**'s 2019 rates per attached Exhibit A. A brief description of the work completed with each invoice shall be submitted. Separate invoices will be prepared on each separate land development application. Pursuant to *N.J.S.A. 40:55D-53 et seq.*, the **CONSULTANT** shall furnish copies of the **CONSULTANT**'s invoices directly to the land development applicant. Invoices and payments, however, shall be addressed to the **PRINCETON** Engineer and the responsibility for payment of same shall be with **PRINCETON**. **PRINCETON** will bill against the various land development escrow deposits for specific work performed on given applications by the **CONSULTANT**. If there are not sufficient funds on deposit with **PRINCETON** for the **CONSULTANT**'s work,

PRINCETON shall so notify the **CONSULTANT**, and all work shall be suspended until sufficient funds are available.

4. The **CONSULTANT** agrees that Jerry K. Snyder, P.E., DEE, DWRE, shall be considered the primary person responsible for coordinating the completion of the above-referenced services for **PRINCETON**'s land development applications.
5. **PRINCETON** and **CONSULTANT** hereby incorporate into this Contract the mandatory affirmative action language as set forth on Exhibit B attached hereto.
6. The **CONSULTANT** agrees to furnish to **PRINCETON**'s Chief Financial Officer a copy of its New Jersey Business Registration Certificate per Exhibit C.
7. The **CONSULTANT** agrees to adhere to the requirements of the New Jersey Local Unit Pay to Play Act, *N.J.S.A 19:44A-20.7*, as per attached Exhibit D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first written above.

ATTEST:

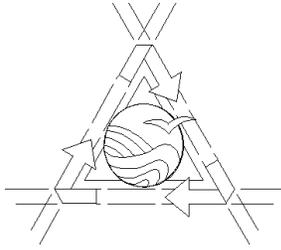
**PRINCETON, a municipal corporation of
the State of New Jersey**

Delores A. Williams, Municipal Clerk

By: _____
Liz Lempert, Mayor

**SNYDER ENVIRONMENTAL
ASSOCIATES**

By: _____
Jerry K. Snyder, P.E., DEE, DWRE



Jerry K. Snyder, P.E., DEE, DWRE
Snyder Environmental Engineering Associates
3044 Appledale Road
Audubon, PA 19403
610-631-5241

06 November 2018

Ms. Deanna Stockton, P.E., C.M.E.
Municipal Engineer
400 Witherspoon Street
Princeton, NJ 08540

Re: Professional Hydraulic Engineer Consulting Services Proposal for 2019

Dear Ms. Stockton:

We are pleased to offer professional hydraulic engineer consulting services to the Municipality of Princeton, New Jersey. As in the past, we would assist the Planning and Zoning Boards in their review of various land development applications for conformance with the Princeton Fire Flow Ordinance by analyzing the hydraulic capacity of water distribution mains in the vicinity of these proposed projects. We will continue to provide these services through my company, Snyder Environmental Engineering Associates. Snyder Environmental is a sole proprietorship. Dr. Deb will continue to be a subconsultant to my company.

The billing rates for 2019 will be as follows:

Jerry Snyder \$173.25/hour
Arun Deb \$220.50/hour

There has been no increase in our hourly rates from 2018. In fact, these rates are the same rates that have been in effect since 2004. We look forward to continue working with you and your staff.

Very Truly Yours,

Jerry K. Snyder, P.E., DEE, DWRE
President

cc: Arun Deb, via e-mail
Jack West, via e-mail

EXHIBIT B

AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE ATTACHMENT

for

PROCUREMENT AND SERVICE CONTRACTS, INCLUDING PROFESSIONAL SERVICES AGREEMENTS

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

During performance of this contract, the contractor agrees as follows:

A. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

B. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. 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;

H. In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any

subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to the Municipality as provided above. No contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with the Municipality unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. The Municipality will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

EXHIBIT D

NEW JERSEY "LOCAL UNIT PAY-TO-PLAY LAW" COMPLIANCE

Political Contribution Disclosure

This Agreement has been awarded to CONTRACTOR/CONSULTANT based on the merits and abilities of CONTRACTOR/CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in *N.J.S.A. 19:44A-20.7*. As such, CONTRACTOR/CONSULTANT hereby certifies that CONTRACTOR/CONSULTANT (including persons and other business entities having an interest in CONTRACT/CONSULTANT as defined by *N.J.S.A. 19:44A-20.7*) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00)*, in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office for Princeton when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office for Princeton when the Agreement is awarded.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Engineering

RESOLUTION 19-11

Resolution Authorizing a Professional Services Agreement with Storm Water Management Consulting, LLC (SWM Consulting) for the Purpose of Performing Development Applications for Storm Water Management Consultant Services for 2019, Not to Exceed \$15,000.00

WHEREAS, the municipality of Princeton desires to retain the services of a professional storm water management consultant for purposes of reviewing development applications on behalf of Princeton’s land use boards; and

WHEREAS, Storm Water Management Consulting, LLC (SWM Consulting), has provided a proposal and 2019 Fee Schedule to Princeton for purposes of performing the sought-after development application storm water management consultant services; and

WHEREAS, the Engineering Department has estimated, based upon 2018 application storm water management consulting services reviews, that the professional services contract amount shall not exceed a contract amount of \$15,000.00; and

WHEREAS, Princeton has a need to acquire these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law” and in connection therewith, Storm Water Management Consulting, LLC (SWM Consulting), has completed and filed with Princeton the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8, Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 and affidavit pursuant section 2-87 of the Princeton Code (collectively, the “Pay-to-Play Forms”); and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available in the appropriate development escrow account to pay for said services; and

WHEREAS, the Local Public Contracts Law, *N.J.S.A.* 40A:11-5(1)(a)(i), authorizes Princeton to award this agreement as a professional services agreement, without public bidding.

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

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Storm Water Management Consulting, LLC (SWM Consulting), for storm water management consultant services for development applications on behalf of Princeton’s land use boards, consistent with this Resolution and the above “Whereas” clauses.
2. The agreement is awarded without competitive bidding as a professional services agreement as authorized under *N.J.S.A.* 40A:11-5(1)(a)(i).
3. Consultant fees shall be paid in accordance with the 2019 SWM Consulting, LLC. Fee Schedule for the work hours completed. The professional services agreement amount shall not exceed \$15,000.00. The term of the agreement shall be one year.
4. A copy of this Resolution, the Pay-to-Play Forms and the agreement shall be placed on file in the Office of the Clerk.
5. A notice of this action shall be published in the official newspaper as required by law.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								

Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk

ATTACHMENTS:

- SWM Consulting -2019 Agreement (DOCX)
- Exhibit A - SWM Consulting (PDF)
- Exhibits B C and D (DOCX)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 3rd day of January 2019 by and between **PRINCETON**, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "**PRINCETON**") and **STORM WATER MANAGEMENT CONSULTING, LLC (SWM CONSULTING)**, 1108 Old York Road, PO Box 727, Ringoes, NJ 08551 (hereafter referred to as "**CONSULTANT**").

WITNESSETH:

WHEREAS, **PRINCETON** wishes to retain a professional stormwater management engineering consultant in the calendar year 2019 to undertake reviews of land development applications referred by **PRINCETON** to **CONSULTANT**; and

WHEREAS, **PRINCETON** has adopted a Resolution pursuant to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-3 et seq., authorizing the award of a contract for Professional Services without competitive bidding to the **CONSULTANT** as permitted by law.

NOW THEREFORE, IT IS AGREED by and between **PRINCETON** and **CONSULTANT** as follows:

1. **PRINCETON** hereby retains the **CONSULTANT** during the calendar year 2019 to undertake any and all reviews of land development applications referred to the **CONSULTANT** by the **PRINCETON** staff through the **PRINCETON** Planning Board or the **PRINCETON** Zoning Board of Adjustment

2. The **CONSULTANT** agrees to review and evaluate all land development applications referred to the **CONSULTANT** in a timely fashion. The **CONSULTANT** will supply reports to the **PRINCETON** Engineering Department regarding issues raised in said land development applications as they pertain to professional stormwater management engineering. The scope of the **CONSULTANT**'s review of individual land development applications will be specifically set forth in writing by **PRINCETON**. All work referred to the **CONSULTANT** by **PRINCETON** will be coordinated with the **PRINCETON** Engineer, the Assistant **PRINCETON** Engineer, the Planning Director, the Executive Secretary of the **PRINCETON** Planning Board, the Zoning Officer or Secretary to the **PRINCETON** Zoning Board of Adjustment and such subcommittees of the various Boards as appropriate. The **CONSULTANT** agrees to complete all of its work within the statutory review periods as provided for by the New Jersey Municipal Land Use Law and the **PRINCETON** Land Use Code. The **CONSULTANT** shall meet with representatives of **PRINCETON** as necessary in order to discuss with said **PRINCETON** representatives the various land development applications and to exchange and acquire information with regard to same. The work authorized by this agreement shall not be undertaken until sufficient funds have been deposited for same by the land development applicants. No certification of availability of funds by the **PRINCETON** Chief Financial Officer is required at this time since services will not be requested until said sufficient funds have been received in the appropriate land development escrow account. If **PRINCETON** requests a specific, written estimate from

CONSULTANT as to the amount of the escrow deposit that should be sufficient for the **CONSULTANT**'s work, then the **CONSULTANT** shall promptly prepare and submit said estimate to **PRINCETON**. **PRINCETON** shall issue a specific purchase order against the appropriate land development escrow account before any work shall be undertaken by the **CONSULTANT**.

3. The **CONSULTANT** will invoice **PRINCETON** by voucher on a monthly basis, showing the professional time spent, hourly rates of said professional (in quarter-hour increments) and reimbursable direct expenses for such matters as telephone, photocopying and postage. The **CONSULTANT** shall bill **PRINCETON** at the **CONSULTANT**'s 2019 rates: per attached Exhibit A. A brief description of the work completed with each invoice shall be submitted. Separate invoices will be prepared on each separate land development application. Pursuant to *N.J.S.A. 40:55D-53 et seq.*, the **CONSULTANT** shall furnish copies of the **CONSULTANT**'s invoices directly to the land development applicant. Invoices and payments, however, shall be addressed to the **PRINCETON** Engineer and the responsibility for payment of same shall be with **PRINCETON**. **PRINCETON** will bill against the various land development escrow deposits for specific work performed on given applications by the **CONSULTANT**. If there are not sufficient funds on deposit with **PRINCETON** for the **CONSULTANT**'s work, **PRINCETON** shall so notify the **CONSULTANT**, and all work shall be suspended until sufficient funds are available.

4. The **CONSULTANT** agrees that Joseph J. Skupien, P.E., P.P., shall be considered the primary person responsible for coordinating the completion of the above referenced services for **PRINCETON**'s land development applications.
5. **PRINCETON** and **CONSULTANT** hereby incorporate into this Contract the mandatory affirmative action language as set forth on Exhibit B attached hereto.
6. The **CONSULTANT** agrees to furnish to **PRINCETON**'s Chief Financial Officer a copy of its New Jersey Business Registration Certificate per Exhibit C.
7. The **CONSULTANT** agrees to adhere to the requirements of the New Jersey Local Unit Pay to Play Act, *N.J.S.A 19:44A-20.7*, as per attached Exhibit D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first written above.

ATTEST:

PRINCETON, a municipal corporation of the State of New Jersey

Delores A. Williams, Municipal Clerk

By: _____
Liz Lempert, Mayor

STORM WATER MANAGEMENT CONSULTING, LLC

By: _____
Joseph J. Skupien, P.E., P.P., President

December 17, 2018

Ms. Rosanna Roberto
Princeton Engineering Department
400 Witherspoon Street
Princeton, New Jersey 08540-3496

Re: 2019 Princeton Stormwater Consultant
Proposal for Professional Engineering Services

Dear Ms. Roberto:

In response to your request, I would be pleased to continue serving as stormwater consultant to Princeton. My hourly billing rate for 2019 for these services would be two hundred dollars (\$200.00). Travel will continue to be billed at fifty-five cents (\$0.55) per mile. All other expenses will continue to be billed at cost.

Attached please find a copy of the firm's Business Registration Certificate and Certificate of Employee Information Report. My taxpayer identification number is 201-661-936/000.

Thank you for your request and the opportunity to continue to serve Princeton. Please feel free to contact me with any questions or if you require additional information.

Yours truly,

Storm Water Management Consulting, LLC



Joseph J. Skupien, PE, PP
President

cc: Mr. Jack West, PE
Princeton Land Development Engineer

Ms. Deanna Stockton, PE
Princeton Municipal Engineer

EXHIBIT B

AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE ATTACHMENT

for

PROCUREMENT AND SERVICE CONTRACTS, INCLUDING PROFESSIONAL SERVICES AGREEMENTS

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

During performance of this contract, the contractor agrees as follows:

A. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

B. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. 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;

H. In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any

subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to the Municipality as provided above. No contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with the Municipality unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. The Municipality will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

EXHIBIT D

NEW JERSEY "LOCAL UNIT PAY-TO-PLAY LAW" COMPLIANCE

Political Contribution Disclosure

This Agreement has been awarded to CONTRACTOR/CONSULTANT based on the merits and abilities of CONTRACTOR/CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in *N.J.S.A. 19:44A-20.7*. As such, CONTRACTOR/CONSULTANT hereby certifies that CONTRACTOR/CONSULTANT (including persons and other business entities having an interest in CONTRACT/CONSULTANT as defined by *N.J.S.A. 19:44A-20.7*) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00)*, in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office for Princeton when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office for Princeton when the Agreement is awarded.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Engineering

RESOLUTION 19-12

Resolution Authorizing a Professional Services Agreement with Van Cleef Engineering Associates, LLC for the Purpose of Construction Observation Services on behalf of Princeton's Land Use Boards for 2019, Not to Exceed \$30,000.00

WHEREAS, the municipality of Princeton desires to retain the services of a professional engineering consultant for purposes of construction observation services on behalf of Princeton's land use boards; and

WHEREAS, Van Cleef Engineering Associates, LLC., has provided a proposal and 2019 Fee Schedule to Princeton for purposes of performing the sought-after construction observation services; and

WHEREAS, the Engineering Department has estimated based upon 2018 application construction observation services that the professional services contract amount shall not to exceed contract amount of \$30,000.00; and

WHEREAS, Princeton has a need to acquire these services without a "fair and open process" as defined by P.L. 2004, c.19, the "Local Unit Pay-to-Play Law" and in connection therewith, Van Cleef Engineering Associates, LLC, will complete and file with Princeton the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8, Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 and affidavit pursuant section 2-87 of the Princeton Code (collectively, the "Pay-to-Play Forms"); and

WHEREAS, the Chief Financial Officer will has certified that sufficient funds are available in the appropriate development escrow account to pay for said services; and

WHEREAS, the Local Public Contracts Law, *N.J.S.A.* 40A:11-5(1)(a)(i), authorizes Princeton to award this agreement as a professional services agreement, without public bidding.

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

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Van Cleef Engineering Associates, LLC for construction observation services for development applications on behalf of Princeton’s land use boards, consistent with this Resolution and the above “Whereas” clauses.
2. The agreement is awarded without competitive bidding as a professional services agreement as authorized under *N.J.S.A.* 40A:11-5(1)(a)(i).
3. Consultant fees shall be paid in accordance with the 2019 Van Cleef Engineering Associates, LLC. Fee Schedule for the work hours completed. The professional services agreement amount shall not to exceed \$30,000.00. The term of the agreement shall be one year.
4. A copy of this Resolution, the Pay-to-Play Forms and the agreement shall be placed on file in the Office of the Clerk.
5. A notice of this action shall be published in the official newspaper as required by law.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								

Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk

ATTACHMENTS:

- Van Cleef Engineering -Agreement 2019 (DOCX)
- Exhibit A - Van Cleef Engineering (PDF)
- Exhibits B C and D (DOCX)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 3rd day of January, 2019 by and between **PRINCETON**, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "**PRINCETON**") and **VAN CLEEF ENGINEERING ASSOCIATES, LLC**, 4 AAA Drive, Suite 103, Hamilton Square, New Jersey, 08691 (hereafter referred to as "**CONSULTANT**").

WITNESSETH:

WHEREAS, **PRINCETON** wishes to retain a consultant in the calendar year 2019 to assist with construction observation services referred by **PRINCETON** to **CONSULTANT**; and

WHEREAS, **PRINCETON** has adopted a Resolution pursuant to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-3 et seq., authorizing the award of a contract for Professional Services without competitive bidding to the **CONSULTANT** as permitted by law.

NOW THEREFORE, IT IS AGREED by and between **PRINCETON** and **CONSULTANT** as follows:

1. **PRINCETON** hereby retains the **CONSULTANT** during the calendar year 2019 to undertake any and all reviews of construction of approved land development applications referred to the **CONSULTANT** by the **PRINCETON** staff through the **PRINCETON** Planning Board or the **PRINCETON** Zoning Board of Adjustment.

2. The **CONSULTANT** agrees to review and evaluate all construction associated with approved land development applications referred to the **CONSULTANT** in a timely fashion. The **CONSULTANT** will supply reports to the **PRINCETON** Engineering Department regarding issues raised in said land development applications as they pertain to construction observation. The scope of the **CONSULTANT**'s review of construction associated with individual land development applications will be specifically set forth in writing by **PRINCETON**. All work referred to the **CONSULTANT** by **PRINCETON** will be coordinated with the **PRINCETON** Engineer, the Assistant **PRINCETON** Engineer, the Planning Director, the Executive Secretary of the **PRINCETON** Planning Board, the Zoning Officer or Secretary to the **PRINCETON** Zoning Board of Adjustment and such subcommittees of the various Boards as appropriate. The **CONSULTANT** agrees to complete all of its work within the statutory review periods as provided for by the New Jersey Municipal Land Use Law and the **PRINCETON** Land Use Code. The **CONSULTANT** shall meet with representatives of **PRINCETON** as necessary in order to discuss with said **PRINCETON** representatives the various land development applications and to exchange and acquire information with regard to same. The work authorized by this agreement shall not be undertaken until sufficient funds have been deposited for same by the land development applicants. No certification of availability of funds by the **PRINCETON** Chief Financial Officer is required at this time since services will not be requested until said sufficient funds have been received in the appropriate land development escrow account. If **PRINCETON** requests a

specific, written estimate from **CONSULTANT** as to the amount of the escrow deposit that should be sufficient for the **CONSULTANT'S** work, then the **CONSULTANT** shall promptly prepare and submit said estimate to **PRINCETON**. **PRINCETON** shall issue a specific purchase order against the appropriate land development escrow account before any work shall be undertaken by the **CONSULTANT**.

3. The **CONSULTANT** will invoice **PRINCETON** by voucher on a monthly basis, showing the professional time spent, hourly rates of said professional (in quarter-hour increments) and reimbursable direct expenses for such matters as telephone, photocopying and postage. The **CONSULTANT** shall bill **PRINCETON** at the **CONSULTANT'S** 2019 rates per attached Exhibit A. A brief description of the work completed with each invoice shall be submitted. Separate invoices will be prepared on each separate land development application. Pursuant to *N.J.S.A. 40:55D-53 et seq.*, the **CONSULTANT** shall furnish copies of the **CONSULTANT'S** invoices directly to the land development applicant. Invoices and payments, however, shall be addressed to the **PRINCETON** Engineer and the responsibility for payment of same shall be with **PRINCETON**. **PRINCETON** will bill against the various land development escrow deposits for specific work performed on given applications by the **CONSULTANT**. If there are not sufficient funds on deposit with **PRINCETON** for the **CONSULTANT'S** work, **PRINCETON** shall so notify the **CONSULTANT**, and all work shall be suspended until sufficient funds are available.

4. The **CONSULTANT** agrees that Van Cleef Engineering Associates, LLC shall be considered the primary person responsible for coordinating the completion of the above referenced services for **PRINCETON**'s land development applications.
5. **PRINCETON** and **CONSULTANT** hereby incorporate into this Contract the mandatory affirmative action language as set forth on Exhibit B attached hereto.
6. The **CONSULTANT** agrees to furnish to **PRINCETON**'s Chief Financial Officer a copy of its New Jersey Business Registration Certificate per Exhibit C.
7. The **CONSULTANT** agrees to adhere to the requirements of the New Jersey Local Unit Pay to Play Act, *N.J.S.A 19:44A-20.7*, as per attached Exhibit D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first written above.

ATTEST:

PRINCETON, a municipal corporation of the State of New Jersey

Delores A. Williams, Municipal Clerk

By: _____
Liz Lempert, Mayor

Van Cleef Engineering Associates, LLC

By: _____



www.vcea.org

Since 1972 • Consulting Civil, Environmental & Municipal Engineering
Land Surveying • Professional Planning • Landscape Architecture

Neil I. Van Cleef, P.E., L.S. & P.P.
Robert J. Clerico, P.E. & P.P.
Robert B. Heibell, P.E., L.S. & P.P.
Daniel A. Nagy, L.S. & P.P.
Samuel D. Costanzo, P.E. & P.P.

November 28, 2018

Mr. Jack West, PE
Princeton
400 Witherspoon Street
Princeton, New Jersey 08540

Re: Development Inspection Services
Princeton Borough, Mercer County, New Jersey
VCEA File No. 19-01-PT

Dear Jack:

Please consider this Van Cleef Engineering Associates' (VCEA) cost proposal to provide construction observation services to Princeton with regard to new and on-going development projects in Princeton. The hourly rates to be used for this contract in 2019 shall be as follows:

Hourly Rate	
Senior Construction Observer	\$92.00/hour
Overtime Rate	
Senior Construction Observer	\$92.00/hour
Transportation Rate	Included

I propose that Mr. Joseph Catana be the primary inspector for the basis of this proposal. VCEA/CWA maintains a full staff of construction inspector to cover additional projects or vacation/sick days as needed. As you are aware VCEA/CWA can provide various other services that may be of interested. Should the need arise for additional services please feel to contact me at any time. I have enclosed a copy of our NJ Business Registration, Certificate of Employee Information, Certificate of Authorization and a specimen Insurance certificate. Upon receipt of a formal agreement we will provide a insurance certificate specific to the project and all other required political and ownership disclosure documents that may be required.

Very truly yours,

Herbert J. Seeburger, Jr., PE, CME
For the Firm

Enclosures

Please Reply To:

SOUTHCENTRAL NJ OFFICE • 4 AAA Drive • Suite 103 • Hamilton NJ 08691 • 609.689.1100 • Fax: 609.689.1120

With Other Offices In:

Hillsborough NJ • Lebanon NJ • Phillipsburg NJ • Freehold NJ • Doylestown PA • Bethlehem PA • Wyomissing PA • Newark DE

EXHIBIT B

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT**

for

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS**

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

During performance of this contract, the contractor agrees as follows:

A. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

B. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. 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;

H. In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any

subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to the Municipality as provided above. No contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with the Municipality unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. The Municipality will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

EXHIBIT D

NEW JERSEY "LOCAL UNIT PAY-TO-PLAY LAW" COMPLIANCE

Political Contribution Disclosure

This Agreement has been awarded to CONTRACTOR/CONSULTANT based on the merits and abilities of CONTRACTOR/CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in *N.J.S.A. 19:44A-20.7*. As such, CONTRACTOR/CONSULTANT hereby certifies that CONTRACTOR/CONSULTANT (including persons and other business entities having an interest in CONTRACT/CONSULTANT as defined by *N.J.S.A. 19:44A-20.7*) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00)*, in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office for Princeton when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office for Princeton when the Agreement is awarded.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Engineering

RESOLUTION 19-13

Resolution Authorizing a Professional Services Agreement with Bruce A. Eisenstein, Ph. D., P.E., Consultant, for Consulting Services in the Area of Cellular and Personal Communications System (PCS) Siting Issues and Telecommunications Policy, Including Distributed Antenna Systems (DAS), for 2019, Not to Exceed \$10,000.00

WHEREAS, the municipality of Princeton desires to retain the services of a professional engineer for purposes of proposal for consulting services in the area of cellular and personal communications system (PCS) siting issues and telecommunications policy, including distributed antenna systems (DAS).on behalf of Princeton’s land use boards; and

WHEREAS, Bruce Eisenstein, Ph, D., P.E., has provided a proposal and 2019 Fee Schedule to Princeton for purposes of performing the sought-after cellular and personal communications system (PCS) siting issues and telecommunications policy, including distributed antenna systems (DAS); and

WHEREAS, the Engineering Department has estimated based upon 2018 application cellular and personal communications system (PCS) siting issues and telecommunications policy, including distributed antenna systems (DAS) that the professional services contract amount shall not to exceed contract amount of \$10,000.00; and

WHEREAS, Princeton has a need to acquire these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law” and in connection therewith, Bruce Eisenstein, Ph, D. will complete and file with Princeton the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8, Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 and affidavit pursuant section 2-87 of the

Princeton Code (collectively, the “Pay-to-Play Forms”); and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available in the appropriate development escrow account to pay for said services; and

WHEREAS, the Local Public Contracts Law, *N.J.S.A. 40A:11-5(1)(a)(i)*, authorizes Princeton to award this agreement as a professional services agreement, without public bidding.

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

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Bruce Eisenstein, Ph, D., P.E., consultant services consulting services in the area of cellular and personal communications system (PCS) siting issues and telecommunications policy, including distributed antenna systems (DAS) for development applications on behalf of Princeton’s land use boards, consistent with this Resolution and the above “Whereas” clauses.
2. The agreement is awarded without competitive bidding as a professional services agreement as authorized under *N.J.S.A. 40A:11-5(1)(a)(i)*.
3. Consultant fees shall be paid in accordance with the 2019 Bruce Eisenstein, Ph, D., P.E. Fee Schedule for the work hours completed. The professional services agreement amount shall not to exceed \$10,000.00. The term of the agreement shall be one year.
4. A copy of this Resolution, the Pay-to-Play Forms and the agreement shall be

placed on file in the Office of the Clerk.

5. A notice of this action shall be published in the official newspaper as required by law.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk

ATTACHMENTS:

- Dr. Bruce A. Eisenstein PhD PE -2019 Agreement(DOCX)
- Exhibit A -Bruce A. Eisenstein, PhD. P.E. (PDF)
- Exhibits B C and D (DOCX)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 3rd day of January, 2019 by and between **PRINCETON**, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "**PRINCETON**") and **Bruce A. Eisenstein**, PhD. P.E, 7804 Pine Road, Wyndmoor, Pennsylvania 19038 Princeton, New Jersey, 08540 (hereafter referred to as "**CONSULTANT**").

WITNESSETH:

WHEREAS, **PRINCETON** wishes to retain a professional engineering services in the calendar year 2019 to undertake reviews of any and all land development applications referred by **PRINCETON** to **CONSULTANT**; and

WHEREAS, **PRINCETON** has adopted a Resolution pursuant to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-3 et seq., authorizing the award of a contract for Professional Services without competitive bidding to the **CONSULTANT** as permitted by law.

NOW THEREFORE, IT IS AGREED by and between **PRINCETON** and **CONSULTANT** as follows:

1. **PRINCETON** hereby retains the **CONSULTANT** during the calendar year 2019 to undertake any and all reviews of land development applications referred to the **CONSULTANT** by the **PRINCETON** staff through the **PRINCETON** Planning Board or the **PRINCETON** Zoning Board of Adjustment
2. The **CONSULTANT** agrees to review and evaluate all land development applications referred to the **CONSULTANT** in a timely fashion. The

CONSULTANT will supply reports to the **PRINCETON** Engineering Department regarding issues raised in said land development applications as they pertain to cellular and PCS facilities. The scope of the **CONSULTANT**'s review of individual land development applications will be specifically set forth in writing by **PRINCETON**. All work referred to the **CONSULTANT** by **PRINCETON** will be coordinated with the **PRINCETON** Engineer, the Assistant **PRINCETON** Engineer, the Planning Director, the Executive Secretary of the **PRINCETON** Planning Board, the Zoning Officer or Secretary to the **PRINCETON** Zoning Board of Adjustment and such subcommittees of the various Boards as appropriate. The **CONSULTANT** agrees to complete all of its work within the statutory review periods as provided for by the New Jersey Municipal Land Use Law and the **PRINCETON** Land Use Code. The **CONSULTANT** shall meet with representatives of **PRINCETON** as necessary in order to discuss with said **PRINCETON** representatives the various land development applications and to exchange and acquire information with regard to same. The work authorized by this agreement shall not be undertaken until sufficient funds have been deposited for same by the land development applicants. No certificate of availability of funds by the **PRINCETON** Chief Financial Officer is required at this time since services will not be requested until said sufficient funds have been received in the appropriate land development escrow account. If **PRINCETON** requests a specific, written estimate from **CONSULTANT** as to the amount of the escrow deposit that should be sufficient for the **CONSULTANT**'s work, then the **CONSULTANT** shall promptly prepare and submit said estimate to

PRINCETON. PRINCETON shall issue a specific purchase order against the appropriate land development escrow account before any work shall be undertaken by the **CONSULTANT**.

3. The **CONSULTANT** will invoice **PRINCETON** by voucher on a monthly basis, showing the professional time spent, hourly rates of said professional (in quarter-hour increments) and reimbursable direct expenses for such matters as telephone, photocopying and postage. The **CONSULTANT** shall bill **PRINCETON** at the **CONSULTANT**'s 2019 rates per attached Exhibit A. A brief description of the work completed with each invoice shall be submitted. Separate invoices will be prepared on each separate land development application. Pursuant to *N.J.S.A. 40:55D-53 et seq.*, the **CONSULTANT** shall furnish copies of the **CONSULTANT**'s invoices directly to the land development applicant. Invoices and payments, however, shall be addressed to the **PRINCETON** Engineer and the responsibility for payment of same shall be with **PRINCETON. PRINCETON** will bill against the various land development escrow deposits for specific work performed on given applications by the **CONSULTANT**. If there are not sufficient funds on deposit with **PRINCETON** for the **CONSULTANT**'s work, **PRINCETON** shall so notify the consultant, and all work shall be suspended until sufficient funds are available.
4. The **CONSULTANT** agrees that Bruce A. Eisenstein, PhD. P.E, shall be considered the primary person responsible for coordinating the completion of the above referenced services for **PRINCETON**'s land development applications.

5. **PRINCETON** and **CONSULTANT** hereby incorporate into this Contract the mandatory affirmative action language as set forth on Exhibit B attached hereto.
6. The **CONSULTANT** agrees to furnish to **PRINCETON**'s Chief Financial Officer a copy of its New Jersey Business Registration Certificate per Exhibit C.
7. The **CONSULTANT** agrees to adhere to the requirements of the New Jersey Local Unit Pay to Play Act, *N.J.S.A 19:44A-20.7*, as per attached Exhibit D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first written above.

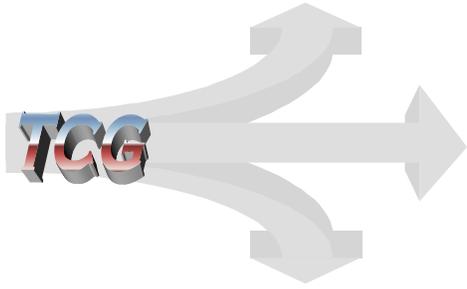
ATTEST:

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

Delores A. Williams, Municipal Clerk

By: _____
Liz Lempert, Mayor

By: _____
Bruce A. Eisenstein, PhD. P.E



Bruce A. Eisenstein, Ph.D., P.E.
7804 Pine Road
Wyndmoor, PA 19038

PHONE•215•895•2359 FAX•215•895•6963
E-MAIL • EISENSTEIN@DREXEL.EDU

Proposal for Princeton

November 28, 2018

Rosanna Roberto
Municipality of Princeton
Engineering Department
400 Witherspoon Street
Princeton, NJ 08540

Via email: Rosanna Roberto rroberto@princetonnj.gov

I am pleased to provide this proposal for consulting services in the area of cellular and personal communications system (PCS) siting issues and telecommunications policy, including distributed antenna systems (DAS). In addition to me (resume attached), my associate is Dr. Leon Hrebien, a professor of Electrical and Computer Engineering at Drexel University, and expert in radio frequency (rf) propagation, telecommunications, and cellular telephony, including the regulatory aspects.

We have appeared at zoning or planning board hearings on behalf of many municipalities (full list attached) in New Jersey and several communities in Pennsylvania, and have advised boards in other states.

To avoid conflicts of interest, our practice has been, and is, restricted to advising municipalities. We have never worked for any of the providers or equipment manufacturers.

The rate for consulting services is \$250 per hour portal-to-portal, plus expenses, for our work, including appearances at planning or zoning board hearings.

We advise municipal boards and/or committees and present an overview of the cellular/PCS fields and technologies so that the boards can make informed decisions. We may discuss the case with the board and staff to ascertain priorities, and also with the cellular/PCS/DAS providers to verify their needs.

A handwritten signature in blue ink that reads "Bruce A. Eisenstein". The signature is written in a cursive style with a long horizontal flourish at the end.

Bruce A. Eisenstein, Ph.D., P.E.

EXHIBIT B

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT**

for

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS**

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

During performance of this contract, the contractor agrees as follows:

A. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

B. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. 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;

H. In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any

subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to the Municipality as provided above. No contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with the Municipality unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. The Municipality will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

EXHIBIT D

NEW JERSEY "LOCAL UNIT PAY-TO-PLAY LAW" COMPLIANCE

Political Contribution Disclosure

This Agreement has been awarded to CONTRACTOR/CONSULTANT based on the merits and abilities of CONTRACTOR/CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in *N.J.S.A. 19:44A-20.7*. As such, CONTRACTOR/CONSULTANT hereby certifies that CONTRACTOR/CONSULTANT (including persons and other business entities having an interest in CONTRACT/CONSULTANT as defined by *N.J.S.A. 19:44A-20.7*) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00)*, in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office for Princeton when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office for Princeton when the Agreement is awarded.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Engineering

RESOLUTION 19-14

Resolution Authorizing a Professional Services Agreement with Daniel Dobromilsky & Associates for the Purposes of Performing Professional Landscape Consulting Services in Connection with the Review of Land Development Applications for 2019, Not to Exceed \$6,000.00

WHEREAS, the municipality of Princeton desires to retain the services of a professional landscape consultant in connection with the review of land development applications on behalf of Princeton’s land use boards; and

WHEREAS, Daniel Dobromilsky & Associates has provides a proposal and 2019 Fee Schedule to Princeton for the purposes of performing the sought after professional landscape consulting services in connection with the review of land development applications; and

WHEREAS, the Engineering Department has estimated based upon 2018 landscape consulting services in connection with the review of land development applications that the professional services contract amount shall not to exceed contract amount of \$6,000.00; and

WHEREAS, Princeton has a need to acquire these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law” and in connection therewith, Daniel Dobromilsky & Associates., will complete and file with Princeton the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8, Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 and affidavit pursuant section 2-87 of the Princeton Code (collectively, the “Pay-to-Play Forms”); and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available in the appropriate development escrow account to pay for said services; and

WHEREAS, the Local Public Contracts Law, *N.J.S.A.* 40A:11-5(1)(a)(i), authorizes

Princeton to award this agreement as a professional services agreement, without public bidding.

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

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Daniel Dobromilsky & Associates for professional landscape consulting services in connection with the review of land development applications on behalf of Princeton’s land use boards, consistent with this Resolution and the above “Whereas” clauses.
2. The agreement is awarded without competitive bidding as a professional services agreement as authorized under *N.J.S.A. 40A:11-5(1)(a)(i)*.
3. Consultant fees shall be paid in accordance with the 2019 Daniel Dobromilsky & Associates Fee Schedule for the work hours completed. The professional services agreement amount shall not to exceed \$6,000.00. The term of the agreement shall be one year.
4. A copy of this Resolution, the Pay-to-Play Forms and the agreement shall be placed on file in the Office of the Clerk.
5. A notice of this action shall be published in the official newspaper as required by law.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								

Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk

ATTACHMENTS:

- Daniel Dobromilsky- Agreement -2019 (DOCX)
- Exhibit A - Daniel Dobromilsky (PDF)
- Exhibits B C and D (DOCX)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 3rd day of January 2019 by and between **PRINCETON**, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "**PRINCETON**") and **DANIEL DOBROMILSKY & ASSOCIATES**, 7 Hillside Avenue, Jamesburg, New Jersey, 08831 (hereafter referred to as "**CONSULTANT**").

WITNESSETH:

WHEREAS, **PRINCETON** wishes to retain a professional landscape architecture consultant in the calendar year 2019 to undertake reviews of land development applications referred by **PRINCETON** to **CONSULTANT**; and

WHEREAS, **PRINCETON** has adopted a Resolution pursuant to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-3 et seq., authorizing the award of a contract for Professional Services without competitive bidding to the **CONSULTANT** as permitted by law.

NOW THEREFORE, IT IS AGREED by and between **PRINCETON** and **CONSULTANT** as follows:

1. **PRINCETON** hereby retains the **CONSULTANT** during the calendar year 2019 to undertake any and all reviews of land development applications referred to the **CONSULTANT** by the **PRINCETON** staff through the **PRINCETON** Planning Board or the **PRINCETON** Zoning Board of Adjustment.
2. The **CONSULTANT** agrees to review and evaluate all land development applications referred to the **CONSULTANT** in a timely fashion. The

CONSULTANT will supply reports to the **PRINCETON** Engineering Department regarding issues raised in said land development applications as they pertain to landscape architecture concerns. The scope of the **CONSULTANT'S** review of individual land development applications will be specifically set forth in writing by **PRINCETON**. All work referred to the **CONSULTANT** by **PRINCETON** will be coordinated with the **PRINCETON** Engineer, the Assistant **PRINCETON** Engineer, the Planning Director, the Executive Secretary of the Princeton Planning Board, the Zoning Officer or Secretary to the **PRINCETON** Zoning Board of Adjustment and such subcommittees of the various Boards as appropriate. The **CONSULTANT** agrees to complete all of its work within the statutory review periods as provided for by the New Jersey Municipal Land Use Law and the **PRINCETON** Land Use Code. The **CONSULTANT** shall meet with representatives of **PRINCETON** as necessary in order to discuss with said **PRINCETON** representatives the various land development applications and to exchange and acquire information with regard to same. The work authorized by this agreement shall not be undertaken until sufficient funds have been deposited for same by the land development applicants. No certificate of availability of funds by the **PRINCETON** Chief Financial Officer is required at this time since services will not be requested until said sufficient funds have been received in the appropriate land development escrow account. If **PRINCETON** requests a specific, written estimate from **CONSULTANT** as to the amount of the escrow deposit that should be sufficient for the **CONSULTANT'S** work, then the **CONSULTANT** shall promptly prepare and submit said estimate to

PRINCETON. PRINCETON shall issue a specific purchase order against the appropriate land development escrow account before any work shall be undertaken by the **CONSULTANT**.

3. The **CONSULTANT** will invoice **PRINCETON** by voucher on a monthly basis, showing the professional time spent, hourly rates of said professional (in quarter-hour increments) and reimbursable direct expenses for such matters as telephone, photocopying and postage. The **CONSULTANT** shall bill **PRINCETON** at the **CONSULTANT**'s 2019 rates Exhibit A. A brief description of the work completed with each invoice shall be submitted. Separate invoices will be prepared on each separate land development application. Pursuant to *N.J.S.A. 40:55D-53 et seq.*, the **CONSULTANT** shall furnish copies of the **CONSULTANT**'s invoices directly to the land development applicant. Invoices and payments, however, shall be addressed to the **PRINCETON** Engineer and the responsibility for payment of same shall be with **PRINCETON. PRINCETON** will bill against the various land development escrow deposits for specific work performed on given applications by the **CONSULTANT**. If there are not sufficient funds on deposit with **PRINCETON** for the **CONSULTANT**'s work, **PRINCETON** shall so notify the **CONSULTANT**, and all work shall be suspended until sufficient funds are available.
4. The **CONSULTANT** agrees that Daniel Dobromilsky, LLA, PP, CTE, shall be considered the primary person responsible for coordinating the completion of the above referenced services for **PRINCETON**'s land development applications.

5. **PRINCETON** and **CONSULTANT** hereby incorporate into this Contract the mandatory affirmative action language as set forth on Exhibit B attached hereto.
6. The **CONSULTANT** agrees to furnish to **PRINCETON**'s Chief Financial Officer a copy of its New Jersey Business Registration Certificate per Exhibit C.
7. The **CONSULTANT** agrees to adhere to the requirements of the New Jersey Local Unit Pay to Play Act, *N.J.S.A 19:44A-20.7*, as per attached Exhibit D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first written above.

ATTEST:

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

Delores A. Williams, Municipal Clerk

By: _____
Liz Lempert, Mayor

**DANIEL DOBROMILSKY &
ASSOCIATES**

By: _____
Daniel Dobromilsky & Associates

Daniel Dobromilsky & Associates

Landscape Architecture - Planning - Tree Expert

7 Hillside Avenue - Jamesburg - New Jersey - 08831

(609) 273 - 2455

December 4, 2018

Jack West,
Land Use Engineer
Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540

RE: Princeton, New Jersey, Landscape Architectural Services - 2019

Dear Mr. West:

I am pleased to submit this proposal to continue to provide Landscape Architectural Services for the Municipality of Princeton, New Jersey through the year 2019. I am a State of New Jersey Licensed Landscape Architect, Professional Planner and Tree Expert. I am fully prepared and available to provide the services requested as follows:

Daniel Dobromilsky and Associates shall provide the following Landscape Architectural services for site plan and subdivision applications as directed by the Municipality.

- A. Attend and participate in Concept Plan Review sessions/meetings with other Professionals, Staff and the applicant, upon request.
- B. Review of site plan or subdivision applications including observation of existing site conditions, review of development plans and documents, and review of reports.
- C. Based upon our review we shall prepare a report(s) analyzing the details of site plan and subdivisions applications relative to Municipal ordinances, State law, and accepted standards.
- D. Attendance and participation at Land Development Board, Commission or Council meetings as requested. Additional meetings, phone conferences, plan review, plan analysis or site visits when requested.
- E. Conduct investigations, as requested, and provide advice and guidance to the Municipality on landscape matters. Preparing written reports regarding investigation as requested.
- F. Conduct on-site observation of landscape improvements to determine consistency with design plans, approved development board resolutions, and compliance with directives of the Municipal Board or Agents as well as any appropriate standards. Based upon our observations we shall submit a report to the Municipal Engineer, or as otherwise directed, describing our findings.
- G. Such other Landscape Architectural, Certified Tree Expert or Professional Planning services appropriate to the position as required.

Jack West
Landscape Architectural Services
12-4-18
Page two of two

Fees for Professional Consulting Services

It is proposed that the above services be performed in return for fees based upon time cards at the following hourly rates:

<u>Landscape Architect/Planner/Tree Expert:</u>	<u>\$ 125.00 per hour</u>
<u>Draftsmen/Designer:</u>	<u>\$ 70.00 per hour</u>

BASIS OF PAYMENT

The fees shall be billed monthly as the work progresses based upon man-hour records. Invoices will be submitted on a monthly basis for work performed during that month in accordance with applicable laws and policies.

ABANDONMENT OF SUSPENSION OF WORK

This contract may be terminated by either party within thirty (30) days notice provided that payment for services rendered to date has been satisfied.

My firm is fully prepared to perform this work, and shall meet any reasonable schedule to provide these services. I look forward to the potential of continuing work with the Planning and Zoning Boards, Consultants and Applicants to develop creative, well designed, aesthetic neighborhoods and centers within the Municipality of Princeton, New Jersey.

Daniel Dobromilsky is a NJ Licensed Landscape Architect, NJ Licensed Professional Planner and a NJ Licensed Tree Expert, with over 30 years of experience in the practice of Landscape Architectural services focused upon Municipal government functions. A brief resume describing my professional experience can be provided upon request. A copy of our Business Registration, Affirmative Action, and Insurance Certificates (General Liability at \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate) will be included with contract documents submission, along with a copy of any additional documents or certifications. I am available to meet with you to discuss my qualifications and experience in person if you feel this is appropriate.

If the above terms are satisfactory, please transmit a letter of agreement and/or a contract for our review and execution. If you have any questions please do hesitate to contact our office.

Sincerely,



Daniel M. Dobromilsky, LLA/PP/LTE

EXHIBIT B

AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE ATTACHMENT

for

PROCUREMENT AND SERVICE CONTRACTS, INCLUDING PROFESSIONAL SERVICES AGREEMENTS

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

During performance of this contract, the contractor agrees as follows:

A. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

B. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. 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;

H. In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any

subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to the Municipality as provided above. No contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with the Municipality unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. The Municipality will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

EXHIBIT D

NEW JERSEY "LOCAL UNIT PAY-TO-PLAY LAW" COMPLIANCE

Political Contribution Disclosure

This Agreement has been awarded to CONTRACTOR/CONSULTANT based on the merits and abilities of CONTRACTOR/CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in *N.J.S.A. 19:44A-20.7*. As such, CONTRACTOR/CONSULTANT hereby certifies that CONTRACTOR/CONSULTANT (including persons and other business entities having an interest in CONTRACT/CONSULTANT as defined by *N.J.S.A. 19:44A-20.7*) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00)*, in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office for Princeton when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office for Princeton when the Agreement is awarded.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Clerk

RESOLUTION 19-15

**Resolution Authorizing a Professional Services Agreement with
Dhwani B. Shah, M.D. for Consulting Services to Corner House for
2019, Not to Exceed \$28,000.00**

WHEREAS, the municipality of Princeton desires to retain the services of a professional psychiatrist for purposes of providing consulting services for Corner House on behalf of Princeton; and

WHEREAS, Dhwani B. Shah, M.D. has provided a proposal to Princeton for purposes of performing the sought-after consulting services for the not to exceed contract amount of \$28,000.00 and term of Calendar Year 2019; and

WHEREAS, Princeton has a need to acquire these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law” and in connection therewith, Dhwani B. Shah, M.D. will file with Princeton the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8, Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 and affidavit pursuant section 2-87 of the Princeton Code (collectively, the “Pay-to-Play Forms”); and

WHEREAS, the agreement shall be for an amount not to exceed \$28,000.00, and for services specifically detailed in Exhibit A; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said services in the following account: 01-201-27-346-281 Corner House - Other Expenses - Professional & Consultant Services - Other; and

WHEREAS, the Local Public Contracts Law, *N.J.S.A. 40A:11-5(1)(a)(i)*, authorizes Princeton to award this agreement as a professional services agreement, without public bidding.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of Princeton, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Dhvani B. Shah, M.D. for consulting services, consistent with this Resolution and the above “Whereas” clauses.
2. The agreement is awarded without competitive bidding as a professional services agreement as authorized under *N.J.S.A. 40A:11-5(1)(a)(i)*.
3. Dhvani B. Shah, M.D. shall be paid a fee not to exceed \$28,000.00. The term of the agreement shall be for the Calendar Year 2019.
4. A copy of this Resolution, the Pay-to-Play Forms and the agreement shall be placed on file in the Office of the Clerk.
5. A notice of this action shall be published in the official newspaper as required by law.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Williamson								
Mr. Quinn								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk

ATTACHMENTS:

- Shah Form (DOCX)
- SHAHExhibits (PDF)
- Exhibits B and C (DOCX)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement” or “agreement”) entered into this 3rd day of January 2019 by and between PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and Dhvani B. Shah, M.D., 27 Douglass Drive, Princeton, NJ 08540 (hereafter referred to as "CONSULTANT").

WITNESS

WHEREAS, PRINCETON desires to obtain professional services in connection with psychiatric consulting services for Corner House; and

WHEREAS, by resolution, the Council awarded an agreement for professional services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between PRINCETON and CONSULTANT as follows:

1. Scope of Services. CONSULTANT shall use its best efforts to perform professional services and other related duties as follows: Psychiatric Consulting Services for Corner.

The specific tasks involved in these services are more fully set forth as Exhibit A and incorporated herein as if fully restated.

2. Term.
 - a. This Agreement shall become effective on January 1, 2019 and shall terminate on December 31, 2019, subject to the termination provisions set forth in subsection 2b. below.
 - b. The Agreement may be terminated by either party, by giving two (2) months advanced written notice to the other, to the address as set forth on page 1 above.
3. Compensation; Manner of Payment.
 - a. The anticipated cost of CONSULTANT’S services as described herein shall not exceed twenty eight thousand dollars (\$28,000.00) subject to annual budgetary appropriations.

- b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit A. CONSULTANT shall give written notice to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the compensation set forth in paragraph 3a.
 - c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of an audited and approved voucher.
- 4. Affirmative Action/Equal Employment. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit B.
- 5. Business Registration & Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
- 6. Political Contributions.
 - a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a “fair and open process” as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.
 - b. In accordance with section 2-87 of the Princeton Code, CONSULTANT shall not make or solicit any contribution of money, or pledge of a contribution, including in-kind contributions, or loans, to a municipal campaign committee or fund of any candidate for, or holder of, a public office within PRINCETON having ultimate responsibility for the award of this Agreement, or campaign committee financially supporting such

candidate or officeholder, or to any political action committee (PAC) that engages in the support of municipal elections and/or municipal parties, or to any PRINCETON or Mercer County party committee, between the time of first communications between that business entity and PRINCETON regarding this Agreement and the later of the termination of negotiations or the completion of the Agreement.

- c. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if CONSULTANT receives contracts in excess of \$50,000 from public entities in a calendar year. It is CONSULTANT responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

7. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured on such policies.
- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the CONSULTANT'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.

8. Complete Agreement. This Agreement and any attachments hereto or incorporated by 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.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

ATTEST:

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

Delores A. Williams, Municipal Clerk

By: _____
Liz Lempert, Mayor

By: _____
Dhwani B. Shah, M.D.

SUPERVISING/CONSULTING PSYCHIATRIST
Job Description

Description of Work:

The supervising/consulting psychiatrist in the Corner House program provides diagnostic, evaluative and therapeutic services to individuals and families. He/She determines the need for medical and laboratory examinations and works cooperatively with other physicians, hospitals and agencies. He/She provides psychiatric supervision to clinical staff members. He/She is responsible to the executive director.

Examples of Work:

1. Diagnostic assessment and evaluation of individual clients and families.
2. Regular consultation with staff on individual and family cases, including insurance supervision.
3. Periodic group supervision, in service training of staff on specific topics e.g. working with the borderline client.
4. Makes preliminary medical evaluations in order to assess the need for medical or laboratory tests.
5. Makes appropriate referrals to other agencies and institutions.
6. May assist in arranging for a hospital admission when in-patient services are required.
7. Keeps appropriate client records and complies with requirements for monthly statistical reports.
8. Performs related work as required.
9. Available in case of emergency for medication/crisis. Corner House has an agreement for emergency services with University Medical Center at Princeton

Qualifications:

An M.D. degree with specialization in psychiatry, preferably in adolescent psychiatry. Knowledge of addictions and family therapy.

EXHIBIT B

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT**

for

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS**

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as "public agency" or "agency"), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division's website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

During performance of this contract, the contractor agrees as follows:

A. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

B. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. 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;

H. In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any

subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to the Municipality as provided above. No contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with the Municipality unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. The Municipality will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

EXHIBIT B

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT**

for

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS**

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

During performance of this contract, the contractor agrees as follows:

A. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

B. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. 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;

H. In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any

subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to the Municipality as provided above. No contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with the Municipality unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. The Municipality will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.



RESOLUTION 19-16

Resolution Authorizing a Professional Services Agreement with Coded Systems, LLC for Codification Services for 2019, Not to Exceed \$21,500.00

WHEREAS, the municipality of Princeton desires to retain the services of a professional for purposes of maintaining the municipal code on behalf of Princeton; and

WHEREAS, Coded Systems, LLC has provided a proposal to Princeton for purposes of performing the sought-after code maintenance services for the not to exceed contract amount of \$21,500.00 and term of Calendar Year 2019; and

WHEREAS, Princeton has a need to acquire these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law” and in connection therewith, Coded Systems, LLC has completed and filed with Princeton the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8, Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 and affidavit pursuant section 2-87 of the Princeton Code (collectively, the “Pay-to-Play Forms”); and

WHEREAS, the agreement shall be for an amount not to exceed \$21,500.00; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said services in account # 01-201-20-120-282; and

WHEREAS, the Local Public Contracts Law, *N.J.S.A. 40A:11-5(1)(a)(i)*, authorizes Princeton to award this agreement as a professional services agreement, without public bidding.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of Princeton, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement

with Coded Systems, LLC for municipal code maintenance, consistent with this Resolution and the above “Whereas” clauses.

2. The agreement is awarded without competitive bidding as a professional services agreement as authorized under *N.J.S.A. 40A:11-5(1)(a)(i)*.
3. Coded Systems, LLC shall be paid a fee not to exceed \$21,500.00. The term of the agreement shall be Calendar Year 2019.
4. A copy of this Resolution, the Pay-to-Play Forms and the agreement shall be placed on file in the Office of the Clerk.
5. A notice of this action shall be published in the official newspaper as required by law.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk

ATTACHMENTS:

- Coded Systems Contract (DOCX)
- Exhibits B and C (DOCX)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement” or “agreement”) entered into this 3rd day of January 2019 by and between PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and Coded Systems, LLC, 608 Highway 71, Spring Lake Heights, NJ 07762 (hereafter referred to as "CONSULTANT").

WITNESS

WHEREAS, PRINCETON desires to obtain professional services in connection with the maintenance of the Princeton code; and

WHEREAS, by resolution, the Council awarded an agreement for professional services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between PRINCETON and CONSULTANT as follows:

1. Scope of Services. CONSULTANT shall use its best efforts to perform professional services and other related duties as follows:

Code Maintenance

The specific tasks involved in these services are more fully set forth in the CONSULTANT’S proposal, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT’S proposal and this Agreement, the terms of this Agreement shall control.

2. Term.
 - a. This Agreement shall become effective from January 1, 2019 and shall terminate on December 31, 2019, subject to the termination provisions set forth in subsection 2b. below.
 - b. The Agreement may be terminated by either party, by giving two (2) months advanced written notice to the other, to the address as set forth on page 1 above.

3. Compensation; Manner of Payment.
 - a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed twenty one thousand, five hundred dollars (\$21,500.00) subject to annual budgetary appropriations.
 - b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates. CONSULTANT shall give written notice to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the compensation set forth in paragraph 3a.
 - c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of an audited and approved voucher.
4. Affirmative Action/Equal Employment. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit B.
5. Business Registration & Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
6. Political Contributions.
 - a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.
 - b. In accordance with section 2-87 of the Princeton Code, CONSULTANT

shall not make or solicit any contribution of money, or pledge of a contribution, including in-kind contributions, or loans, to a municipal campaign committee or fund of any candidate for, or holder of, a public office within PRINCETON having ultimate responsibility for the award of this Agreement, or campaign committee financially supporting such candidate or officeholder, or to any political action committee (PAC) that engages in the support of municipal elections and/or municipal parties, or to any PRINCETON or Mercer County party committee, between the time of first communications between that business entity and PRINCETON regarding this Agreement and the later of the termination of negotiations or the completion of the Agreement.

- c. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if CONSULTANT receives contracts in excess of \$50,000 from public entities in a calendar year. It is CONSULTANT responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

7. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured on such policies.
- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the CONSULTANT'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.

- 8. Complete Agreement. This Agreement and any attachments hereto or incorporated by 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.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

ATTEST:

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

Delores A. Williams, Municipal Clerk

By: _____
Liz Lempert, Mayor

By: _____
Michelle A. Wood
Managing Member

EXHIBIT B

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT**

for

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS**

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

During performance of this contract, the contractor agrees as follows:

A. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

B. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. 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;

H. In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any

subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to the Municipality as provided above. No contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with the Municipality unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. The Municipality will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.



RESOLUTION 19-17

Resolution Authorizing a Professional Services Agreement with Stormwater Management Consulting, LLC for Harry's Brook Erosion Investigation Near Queenston Commons in 2019, Not to Exceed \$6,000.00

WHEREAS, the municipality of Princeton desires to retain the services of a professional engineer for purposes of assisting the Engineering Department with an investigation of reported erosion along Harry's Brook at the Queenston Commons residential community; and

WHEREAS, Storm Water Management Consulting, LLC (SWM Consulting) has provided a proposal to Princeton for purposes of performing the sought-after services for the not to exceed contract amount of \$6,000.00 and term of one year: and

WHEREAS, Princeton has a need to acquire these services without a "fair and open process" as defined by P.L. 2004, c.19, the "Local Unit Pay-to-Play Law" and

WHEREAS, the agreement shall be for an amount not to exceed \$6,000.00, as more specifically detailed in SWM Consulting's proposal; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available in account 04-215-18-007-076-325 to pay for said services; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i), authorizes Princeton to award this agreement as a professional services agreement, without public bidding.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of Princeton, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement

with SWM Consulting for the above referenced services, consistent with this Resolution and the above “Whereas” clauses.

2. The agreement is awarded without competitive bidding as a professional services agreement as authorized under N.J.S.A. 40A:11-5(1)(a)(i).
3. SWM Consulting shall be paid a fee not to exceed \$6,000.00. The term of the agreement shall be one year.
4. A copy of this Resolution, the Pay-to-Play Forms and the agreement shall be placed on file in the Office of the Clerk.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Williamson								
Mr. Quinn								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk

ATTACHMENTS:

- AGREEMENT FOR PROFESSIONAL SERVICES (DOCX)
- Queenston Erosion Analysis Proposal with JJS Signature - 12-17-18 (PDF)
- Exhibits B and C to Standard PSA (DOCX)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement” or “agreement”) entered into this 3rd day of January 2019 by and between PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and Storm Water Management Consulting, LLC, P.O. Box 727, Ringoes, New Jersey 08551. (hereafter referred to as "CONSULTANT").

WITNESS

WHEREAS, PRINCETON desires to obtain professional engineering services for an investigation of reported erosion along Harry’s Brook at the Queenston Commons residential community; and

WHEREAS, on December 17, 2018, CONSULTANT provided a written proposal to PRINCETON for purposes of performing the sought-after professional services to PRINCETON, a copy of which is attached as Exhibit A hereto; and

WHEREAS, by resolution, the Council awarded an agreement for professional services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between PRINCETON and CONSULTANT as follows:

1. Scope of Services. CONSULTANT shall use its best efforts to perform professional services and other related duties for a stormwater runoff and erosion investigation. The specific tasks involved in these services are more fully set forth in the CONSULTANT’S proposal, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT’S proposal and this Agreement, the terms of this Agreement shall control.

2. Term.
 - a. This Agreement shall become effective on January 3, 2019 and shall terminate on December 31, 2019, subject to the termination provisions set forth in subsection 2b. below.

 - b. The Agreement may be terminated by either party, by giving thirty (30) days advanced written notice to the other, to the address as set forth on page 1 above.

3. Compensation; Manner of Payment.
 - a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed \$6,000.00, subject to annual budgetary appropriations.
 - b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit A. CONSULTANT shall give written notice to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the compensation set forth in paragraph 3a.
 - c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of an audited and approved voucher.
4. Affirmative Action/Equal Employment. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit B.
5. Business Registration & Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
6. Political Contributions.
 - a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.
 - b. In accordance with section 2-87 of the Princeton Code, CONSULTANT shall not make or solicit any contribution of money, or pledge of a

contribution, including in-kind contributions, or loans, to a municipal campaign committee or fund of any candidate for, or holder of, a public office within PRINCETON having ultimate responsibility for the award of this Agreement, or campaign committee financially supporting such candidate or officeholder, or to any political action committee (PAC) that engages in the support of municipal elections and/or municipal parties, or to any PRINCETON or Mercer County party committee, between the time of first communications between that business entity and PRINCETON regarding this Agreement and the later of the termination of negotiations or the completion of the Agreement.

- c. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if CONSULTANT receives contracts in excess of \$50,000 from public entities in a calendar year. It is CONSULTANT responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

7. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured on such policies.
- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the CONSULTANT'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.

8. Complete Agreement. This Agreement and any attachments hereto or incorporated by 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.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

ATTEST:

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

Delores A. Williams, Municipal Clerk

By: _____
Liz Lempert, Mayor

**STORM WATER MANAGEMENT
CONSULTING, LLC**

By: _____
Joseph Skupien, P.E.

December 17, 2018

Ms. Deanna Stockton, PE
Princeton Municipal Engineer
400 Witherspoon Street
Princeton, New Jersey 08540-3496

Re: Proposal for Professional Engineering Services
Investigation of Harry's Brook Erosion at Queenston Commons

Dear Ms. Stockton:

On behalf of **Storm Water Management Consulting, LLC**, I am pleased to present this proposal to assist the Princeton Engineering Department with an investigation of reported erosion along Harry's Brook at the Queenston Commons residential community. This proposal has been based upon our discussions of the investigation and previous reported erosion problems by the community.

In accordance with our discussions, professional engineering services will be conducted in phases as warranted by the progress and results of the investigation with each phase subject to separate authorization by Princeton. Details of the Tasks to be included in Phase 1, including the estimated hours to conduct each Task, are presented below in Table 1.

Storm Water Management Consulting, LLC proposes to perform the Tasks described in Table 1 for Phase 1 on an hourly basis with compensation based upon the actual time required to complete them. Charges for professional engineering services will be based upon an hourly rate of two hundred dollars (\$200.00). Travel expenses will be charged at a rate of \$0.55 per mile. All other expenses will be charged at cost. At this time, we estimate that the maximum charge to complete Phase 1 as described in Table 1 above will be six thousand dollars (\$6,000.00). Similar to our previous work for Princeton, this amount will not be exceeded without prior authorization by Princeton.

Table 1
Phase 1 Task Summary
Harry's Brook Erosion Investigation Assistance

Task Number	Task Description	Estimated Hours
1	Review Available Data	4
2	Conduct Site and Drainage Area Reconnaissance	4
3	Perform Preliminary Hydrologic and Hydraulic Computations	8
4	Attend Meetings with Engineering Department	4
5	Attend Meeting with Queenston Commons	4
	Subtotal – Estimated Hours	24
	+ 20 Percent Contingencies	5
	Total – Estimated Hours	29
	Hourly Rate for Professional Engineering Services	\$200.00
	Subtotal – Estimated Engineering Services Charge	\$5,800.00
	Estimated Expenses	\$200.00
	Total – Estimated Engineering Services Charge	\$6,000.00

Thank you for this opportunity to assist Princeton in this Engineering Department investigation. Please feel free to contact me with any questions you may have regarding our proposal. We are prepared to begin Phase 1 immediately upon receipt of authorization to proceed from Princeton.

Yours truly,

Storm Water Management Consulting, LLC



Joseph J. Skupien, PE, PP
 President

EXHIBIT B

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT**

for

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS**

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

During performance of this contract, the contractor agrees as follows:

A. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

B. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. 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;

H. In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 (“Discrimination in employment on public works; contract provisions; set-aside programs”), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to the Municipality as provided above. No contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with the Municipality unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. The Municipality will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Clerk

RESOLUTION 19-18

Resolution Designating 2019 Schedule of Meetings for the Mayor and Council of Princeton

WHEREAS, N.J.S.A. 10:4-8 requires the adoption, posting and distribution of an Annual Notice of Meetings; and

WHEREAS, N.J.S.A. 10:4-8 requires that an Annual Notice of meetings be set at least once a year; and

WHEREAS, N.J.S.A. 10:4-8 requires that the Annual Notice to be delivered to two newspapers which have been designated by the Mayor and Council to receive such notices; and

WHEREAS, Closed Session meetings will start at 6:00 PM with Open Session Meetings starting at 7:00 PM; and

WHEREAS, All meetings will be held in the Main Meeting Room, Witherspoon Hall, 400 Witherspoon Street, Princeton, New Jersey;

NOW THEREFORE BE IT RESOLVED that the 2019 Meeting Schedule of the Mayor and Council of Princeton is as follows:

January 3, 2019	Reorganization (5:00 PM)							
January 5, 2019	Council Retreat (9:00 AM Princeton Public Library)							
January 14, 2019	Regular Meeting			July 8, 2019			Regular Meeting	
January 28, 2019	Regular Meeting			July 22, 2019			Regular Meeting	
February 11, 2019	Regular Meeting			August 12, 2019			Regular Meeting	
February 25, 2019	Regular Meeting			August 26, 2019			Regular Meeting	
March 11, 2019	Regular Meeting			September 9, 2019			Regular Meeting	
March 25, 2019	Regular Meeting			September 23, 2019			Regular Meeting	
April 8, 2019	Regular Meeting			October 14, 2019			Regular Meeting	
April 22, 2019	Regular Meeting			October 28, 2019			Regular Meeting	
May 13, 2019	Regular Meeting			November 18, 2019			Regular Meeting	
May 28, 2019	Regular Meeting (Tuesday)							
June 10, 2019	Regular Meeting			December 2, 2019			Regular Meeting	
June 24, 2019	Regular Meeting			December 16, 2019			Regular Meeting	
				December 30, 2019			Regular Meeting (10:00 AM)	

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								

Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Finance

RESOLUTION 19-19

Resolution Approving the Current Fund Temporary Budget for 2019

WHEREAS, N.J.S.A. 40A:4-19 provides that where any contract, commitment or Payments are to be made prior to the final adoption of the 2019 budget, temporary appropriations should be made for the purpose and amounts required in the manner and time therein provided: and

WHEREAS, the date as this resolution is within the first thirty days of January 2019 and;

WHEREAS, the total appropriations in the 2019 budget, exclusive of any appropriations made for interest and debt redemption charges, capital improvement fund and public assistance, is the sum of \$12,249,535

WHEREAS, twenty-six and one quarter percent of the total appropriations in the 2018 budget, exclusive of any appropriations made for interest and debt redemption charges, capital improvement fund and public assistance in said 2018 budget is the sum of \$13,812,830

NOW, THEREFORE, BE IT RESOLVED that the following appropriations be made attached hereto and that a certified copy of this resolution be transmitted to the Chief Financial Officer and Division of Local Government Services for their records.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk

ATTACHMENTS:

- 2019 Current Temp Bud (PDF)

Current Fund

2019
01/03/19

APPROPRIATIONS

GENERAL GOVERNMENT

Mayor & Council		
Salaries and Wages	01-201-20-110-100	21,000.00
Other Expenses	01-201-20-110-200	5,500.00
Administrative and Executive		
Salaries and Wages	01-201-20-111-100	74,500.00
Other Expenses	01-201-20-111-200	398,500.00
Hazardous Bus Routing		
Other Expenses		0.00
Municipal Clerk		
Salaries and Wages	01-201-20-120-100	87,000.00
Other Expenses	01-201-20-120-200	11,000.00
Human Resources (Personnel)		
Other Expenses	01-201-20-105-200	71,500.00
Elections		
Salaries and Wages	01-201-20-121-100	1,500.00
Other Expenses	01-201-20-121-200	4,000.00
Information Technology		
Salaries and Wages	01-201-20-125-100	57,000.00
Other Expenses	01-201-20-125-200	164,000.00
Call Center		
Salaries and Wages	01-201-20-124-100	19,000.00
Other Expenses	01-201-20-124-200	3,000.00
Financial Administration		
Salaries and Wages	01-201-20-130-100	161,500.00
Miscellaneous Other Expenses	01-201-20-130-200	7,500.00
Audit		0.00
Assessment of Taxes		
Salaries and Wages	01-201-20-150-100	44,000.00
Other Expenses	01-201-20-150-200	22,000.00
Collection of Taxes		
Salaries and Wages	01-201-20-145-100	35,000.00
Other Expenses	01-201-20-145-200	3,500.00
Legal Services and Costs		
Other Expenses	01-201-20-155-200	114,000.00
Municipal Prosecutor		
Other Expenses	01-201-25-275-200	18,000.00
Engineering Services and Costs		
Salaries and Wages	01-201-20-165-100	257,000.00
Other Expenses	01-201-20-165-200	17,500.00
Legal Services		
Defense of Tax Appeals	01-201-20-151-200	7,500.00
Municipal Court		
Salaries and Wages	01-201-43-490-100	93,500.00
Other Expenses	01-201-43-490-200	7,000.00
Public Defender		
Other Expenses	01-201-43-495-200	9,500.00
Public Buildings and Grounds		
Salaries and Wages	01-201-26-310-100	162,500.00
Other Expenses	01-201-26-310-200	126,000.00
Municipal Land Use Law		
Planning Board		
Salaries and Wages	01-201-21-180-100	87,500.00
Other Expenses	01-201-21-180-200	44,000.00
Environmental Commission		

Salaries and Wages	01-201-27-335-100	900.00
Other Expenses	01-201-27-335-200	700.00
Zoning Board		
Salaries and Wages	01-201-21-185-100	41,500.00
Other Expenses	01-201-21-185-200	6,500.00
Sustainable Princeton		
Other Expenses	01-201-21-181-200	7,500.00
Historic Sites Office		
Salaries and Wages	01-201-20-175-100	700.00
Other Expenses	01-201-20-175-200	11,000.00
Insurance		
Liability Insurance	01-201-23-210-200	803,905.00
Workers Compensation Insurance	01-201-23-215-200	474,630.00
Employee Group Insurance	01-201-23-220-200	1,100,000.00
Health Benefit Waiver	01-201-23-221-200	38,000.00
PUBLIC SAFETY		
Fire		
Salaries and Wages		0.00
Other Expenses		
Fire Hydrant Service	01-201-25-266-200	177,000.00
Miscellaneous Other Expenses	01-201-25-265-200	77,500.00
Fire Facilities	01-201-25-267-200	32,500.00
LOSAP Alternative		0.00
Police		
Salaries and Wages	01-201-25-240-100	1,920,000.00
Other Expenses	01-201-25-240-200	84,000.00
Police Dispatch 911		
Salaries and Wages	01-201-25-250-100	0.00
Other Expenses		227,000.00
Fire Inspectors / Uniform Fire Safety		
Salaries and Wages	01-201-25-268-100	91,500.00
Other Expenses	01-201-25-268-200	3,500.00
Emergency Management Services		
Salaries and Wages	01-201-25-252-100	29,500.00
Other Expenses	01-201-25-252-200	4,000.00
Rental Housing Inspection		
Salaries and Wages	01-201-25-270-100	51,000.00
Other Expenses	01-201-25-270-200	0.00
STREETS AND ROADS		
Road Repair and Maintenance		
Salaries and Wages	01-201-26-290-100	437,500.00
Other Expenses	01-201-26-290-200	125,500.00
Street Lighting		
Other Expenses	01-201-31-435-200	76,000.00
Mechanics		
Salaries and Wages	01-201-26-315-100	92,000.00
Other Expenses	01-201-26-315-200	83,000.00
Maintenance of Sewerage Facilities		
Salaries and Wages	01-201-31-455-100	166,500.00
Other Expenses	01-201-31-455-200	85,500.00
Garbage and Trash Removal		
Other Expenses	01-201-26-305-200	419,500.00
HEALTH AND WELFARE		
Board of Health		
Salaries and Wages	01-201-27-330-100	63,500.00
Other Expenses	01-201-27-330-200	34,000.00
Animal Control		
Salaries and Wages	01-201-27-340-100	18,000.00
Other Expenses	01-201-27-340-200	2,400.00
Deer Management Program		
Salaries and Wages		20,000.00

Other Expenses		141,000.00
Contribution to Affordable Housing		
Other Expenses		0.00
Parks & Playgrounds		
Other Expenses	01-201-28-375-200	27,500.00
Drug Abuse Program (Corner House)		
Salaries and Wages	01-201-27-346-100	74,500.00
Other Expenses	01-201-27-346-200	37,000.00
RECREATION AND EDUCATION		
Recreation Department		
Salaries and Wages	01-201-28-370-100	216,500.00
Other Expenses	01-201-28-370-200	16,000.00
Celebration of Public Events		
Other Expenses	01-201-28-371-200	1,000.00
Senior Citizens Program		
Salaries and Wages		0.00
Other Expenses	01-201-27-331-200	65,100.00
Department of Human Services		
Salaries and Wages	01-201-27-345-100	38,000.00
Other Expenses	01-201-27-345-200	4,500.00
Unclassified		
Condominium Service Reimbursement	01-201-26-325-200	65,500.00
Utilities		
Gasoline	01-201-31-460-200	80,000.00
Telephone	01-201-31-440-200	59,000.00
Electric & Gas	01-201-31-430-200	78,500.00
Natural Gas	01-201-31-431-200	26,000.00
Water	01-201-31-445-200	5,500.00
Accumulated Sick Leave	01-201-30-415-100	0.00
Statutory Expenditures		
Contribution to:		
Social Security System	01-201-36-472-200	249,000.00
Police & Firemen's Retirement System	01-201-36-475-200	0.00
Public Employees Retirement System	01-201-36-473-200	0.00
Cons. Police & Firemen's Penion Fund	01-201-36-474-200	0.00
Defined Contribution Retirement Plan	01-201-36-477-200	6,500.00
State Unemployment Insurance	01-201-36-476-200	0.00
SUBTOTAL APPRS.: INSIDE CAP		10,132,335.00
OPERATIONS - EXCLUDED FROM CAP		
Maintenance of Free Public Library	01-201-29-390-200	1,122,000.00
Stony Brook Regional Sewerage Authority	01-201-31-456-200	990,000.00
Stony Brook Sewer Industrial User Fee	01-201-31-457-200	5,200.00
Public and Private Programs Offset by Revenues		
Deferred Charges		
Def. Chrg. To Fut. Taxation - Unfunded		0.00
Subtotal Outside CAP		2,117,200.00
Reserve for Uncollected Taxes		0.00
Subtotal General Appropriations		12,249,535.00
Capital Improvements		
Capital Improvement Fund	01-201-44-900-200	500,000.00
Municipal Debt Service		
Payment of Bond Principal		8,435,000.00
Interest on Bonds		1,760,000.00
Interest on Notes		0.00
Environmental Infrastructure Loan Program		1,110,000.00
		24,054,535.00



RESOLUTION 19-20

Resolution Approving the Parking Utility Operating Temporary Budget for 2019

WHEREAS, N.J.S.A. 40A:4-19 provides that where any contract, commitment or payments are to be made prior to the final adoption of the 2019 budget, temporary appropriations should be made for the purpose and amounts required in the manner and time therein provided: and

WHEREAS, the date as this resolution is within the first thirty days of January 2019 and;

WHEREAS, the total appropriations in the 2019 budget, exclusive of any appropriations made for interest and debt redemption charges, is the sum of \$500,000

WHEREAS, twenty-six and one quarter percent of the total appropriations in the 2018 budget, exclusive of any appropriations made for interest and debt redemption charges in said 2018 budget is the sum of \$865,402

NOW, THEREFORE, BE IT RESOLVED that the following appropriations be made

Parking Utility - Salary & Wages	\$200,000
Parking Utility - Other Expenses	\$300,000
Payment of Bond Principal	\$625,000
Interest on Bonds	\$333,875

and that a certified copy of this resolution be transmitted to the Chief Financial Officer and Division of Local Government Services for their records.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								

Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk



RESOLUTION 19-21

Resolution Approving the Affordable Housing Utility Operating Temporary Budget for 2019

WHEREAS, N.J.S.A. 40A:4-19 provides that where any contract, commitment or payments are to be made prior to the final adoption of the 2019 budget, temporary appropriations should be made for the purpose and amounts required in the manner and time therein provided: and

WHEREAS, the date as this resolution is within the first thirty days of January 2019 and;

WHEREAS, the total appropriations in the 2019 budget, exclusive of any appropriations made for interest and debt redemption charges, is the sum of \$130,000

WHEREAS, twenty-six and one quarter percent of the total appropriations in the 2018 budget, exclusive of any appropriations made for interest and debt redemption charges in said 2018 budget is the sum of \$130,366

NOW, THEREFORE, BE IT RESOLVED that the following appropriations be made

Affordable Housing Utility - Salaries & Wages \$ 27,000
Affordable Housing Utility - Other Expenses \$103,000

and that a certified copy of this resolution be transmitted to the Chief Financial Officer and Division of Local Government Services for their records.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk



RESOLUTION 19-22

Resolution Authorizing the Annual Cash Management Plan

WHEREAS, N.J.S.A. 40A:5-14 requires that the governing body must approve, by a majority vote, an annual cash management plan;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton that the Cash Management Plan, attached hereto, is hereby approved for the calendar year 2019 and that the Chief Financial Officer is directed to implement said Cash Management Plan in accordance with all applicable statutes.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019

Delores A. Williams, Municipal Clerk

ATTACHMENTS:

- Cash Mgmt Plan(DOCX)

CASH MANAGEMENT PLAN OF THE MUNICIPALITY OF PRINCETON, IN THE COUNTY OF MERCER, NEW JERSEY

I. STATEMENT OF PURPOSE

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of Princeton pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity, (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN

- A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of Princeton:

Current Fund, State and Federal Grant Fund, Animal Control Fund, Regular Trust Fund, Escrow Trust, Unemployment Trust Fund, Assessment Trust Fund, General Capital Fund, Affordable Housing Utility Operating Fund, Affordable Housing Utility Capital Fund, Claims Account, Flexible Spending Trust, Joint Recreation Board of Environmental Commission, Law Enforcement Trust, Landfill Closure Escrow Account, Developer Escrow Fund, Payroll Account, Zoning Planning Escrow Account, Sewer Trust, Security Deposit Account, Parking Meter Account, Parking Utility Operating Fund, Parking Utility Capital Fund and Open Space Fund.

- B. It is understood that this plan is not intended to cover certain funds and accounts of Princeton, specifically:

The following departments: Clerk, Construction Official, Corner House, Human Services, Recreation Commission, Planning Board, Municipal Court, Police, Zoning Board, Health, Fire Safety, Rental Housing, Public Works and Engineering

III. DESIGNATION OF OFFICIALS OF PRINCETON AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN

The Chief Financial Officer of Princeton and the Director of Finance (the "Designated Official(s)") and their designees, are hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such deposits or any Permitted Investments, such officials of Princeton are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made, a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgment kept on file with such officials.

IV. DESIGNATION OF DEPOSITORIES

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of deposit which are not otherwise invested in Permitted Investments as provided for in this Plan:

The Bank of Princeton, Bank of America, Santander Bank, Investors Bank, First Choice Bank, TD Bank, J.P. Morgan/Chase, PNC Bank - New Jersey, Hopewell Valley Community Bank, Sun National Bank, New Jersey Cash Management Fund and Any other bank meeting the requirements of the Governmental Unit Deposit Protection Act, N.J.S.A. 17:9-41, et seq. ("GUDPA")

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official(s) referred to in Section III above.

V. AUTHORIZED INVESTMENTS

A. Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
- (2) Government money market mutual funds;
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
- (4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
- (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by local Units;
- (6) Local government investment pools;
- (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or

For purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

Government Money Market Mutual Fund:

An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940," 15 U.S.C. sec. 80a-operated in accordance with 17 C.F.R. sec. 270.2a-7.
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) which has:
 - (i) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
 - (ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940," 15 U.S.C. sec. 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool:

An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968,c.410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
- (e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this state, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

VI. CONFLICTS OF INTEREST:

None of the Designated Official(s) listed in Section III above, or any governing body member of Princeton has any conflict of interest with respect to the banks, financial institutions or brokerage firms listed in Sections IV and V above.

VII. SAFEKEEPING, CUSTODY, PAYMENT AND ACKNOWLEDGMENT OF RECEIPT OF PLAN

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by Princeton, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of Princeton to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the Princeton or by a third party custodian prior to or upon the release of the Princeton's funds.

To assure that all parties with whom Princeton deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official(s).

VIII. REPORTING REQUIREMENTS

On the first day of each month during which this Plan is in effect, the Designated Official(s) referred to in Section III hereof shall supply to the governing body of Princeton a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of Princeton as a deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.

H. All other information which may be deemed reasonable from time to time by the governing body of Princeton.

IX. TERM OF PLAN

This Plan shall be in effect from January 1, 2019 to December 31, 2019. Attached to this Plan is a resolution of the governing body of Princeton approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the governing body of Princeton, the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledge.



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Clerk

RESOLUTION 19-23

Resolution Authorizing the Designation of the Public Agency Compliance Officer

WHEREAS, the New Jersey Department of the Treasury, Division of Contract Compliance and Equal Opportunity in Public Contracts (“Division of Contract Compliance”) is charged with enforcing N.J.S.A. 10:5-31 et seq., which provides that no public contract can be awarded nor any monies paid until the prospective contractor has agreed to contract performance which complies with the approved Affirmative Action Plan; and

WHEREAS, the law applies to each political subdivision and agency of the State and includes procurement, service and construction contracts; and

WHEREAS, N.J.A.C. 17:27-3.5 requires that each public agency annually designate an officer or employee to serve as its Public Agency Compliance Officer (P.A.C.O.); and

WHEREAS, Princeton is a public agency as defined in N.J.A.C. 17:27-2.1; and

WHEREAS, Princeton recommends that Delores A. Williams, Municipal Clerk, be designated as the P.A.C.O. for Princeton.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton, that Delores A. Williams, Municipal Clerk be designated as Public Agency Compliance Officer for 2019.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Clerk

RESOLUTION 19-24

Resolution Appointing an Insurance Fund Commissioner and an Alternate Insurance Fund Commissioner

BE IT RESOLVED, on this 3rd day of January, 2019, by the Mayor and Council of Princeton, County of Mercer, State of New Jersey, that the appointment of Marc D. Dashield as Fund Commissioner and Jeffrey Grosser as Alternate Fund Commissioner for Princeton to serve on the Mid Jersey Municipal Joint Insurance Fund for the 2019 Fund year be and is hereby authorized.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Clerk

RESOLUTION 19-25

Resolution Authorizing Adequate Notice of Meeting

BE IT RESOLVED by the Mayor and Council of Princeton:

1. The Municipal Clerk is hereby authorized and directed to cause adequate notice to be given of every meeting of this body to be held during 2019 excepting only those meetings that are: (a) shown on the duly adopted and disseminated 2019 schedule of regular meetings or revisions thereof; or (b) limited to matters without adequate notice, as provided by section 4b of the Open Public Meetings Act; or (c) limited only to consideration of items as to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

2. The adequate notice required under paragraph 1 of this resolution shall be substantially in the following form:

NOTICE OF MEETING
OF
PRINCETON MAYOR AND COUNCIL

NOTICE is hereby given that the Mayor and Council of Princeton will hold a meeting on (date) at (time) at (location).

The agenda for said meeting, to the extent known, and a statement whether or not formal action may be taken as to items on the agenda, is as follows:

Agenda Item	Formal Action Expected
Delores A. Williams Municipal Clerk	

3. Said notice, at least 48 hours in advance of the meeting shall be:

Prominently posted on the official bulletin board; transmitted to the Princeton Packet, Town Topics and the Trenton Times; filed with the Clerk.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Clerk

RESOLUTION 19-26

Resolution Designating Official Newspapers

BE IT RESOLVED by the Mayor and Council of Princeton that the Princeton Packet and the Trenton Times are hereby designated as the official newspapers of this body to receive the schedule, revisions in the schedule, and notices of meetings of this body during 2019 as required by sections 13 and 3d(2) of the Open Public Meetings Act.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk



RESOLUTION 19-27

Resolution Authorizing the Execution of Checks

WHEREAS, representatives of Princeton, Mercer County, New Jersey, are called upon from time to time to execute checks on behalf of said Municipality; and

WHEREAS, Princeton wishes to identify and designate officers of the Municipality authorized to execute checks.

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

1. The following officers of Princeton are hereby authorized to execute, sign and endorse checks on behalf of Princeton:

Mayor Elizabeth Lempert
Council President
Chief Financial Officer Sandra Webb
Municipal Clerk Delores A. Williams

2. A certified copy of this resolution shall be maintained by the Princeton Chief Financial Officer and made available to banking institutions upon request.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Clerk

RESOLUTION 19-28

Resolution Authorizing the Chief Financial Officer to Execute Promissory Notes

BE IT RESOLVED that the Chief Financial Officer of Princeton be and hereby is designated as the Financial Officer who is authorized on behalf of the Municipality to sell, and that the Mayor of Princeton, the Clerk of Princeton and the Chief Municipal Finance Officer be, and they are designated as the officers who are authorized on behalf of the Municipality to execute all promissory notes duly issued during 2019.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk



RESOLUTION 19-29

Resolution Authorizing the 2019 Tax Sale

WHEREAS, N.J.S.A. 54:5-19 sets forth the requirement for the tax collector to hold a tax sale for unpaid taxes; and,

WHEREAS, Chapter 99, P.L. of 1997, has amended the Tax Sale law; and,

WHEREAS, there exist certain ambiguities in the language of said amendments,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton that the Tax Collector is hereby authorized to hold a tax sale in 2019 to include unpaid taxes or other municipal liens or charges for the years 2018 or prior.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk



RESOLUTION 19-30

Resolution Authorizing Delinquent Interest for the Non Payment of Taxes, Sewer or Assessments

WHEREAS, N.J.S.A. 56:4-67 permits the Mayor and Council of Princeton to establish by resolution the rate of interest to be charged for the non-payment of taxes or assessments on any installment which is not made within the tenth calendar day following the date upon which same became due and payable; and

WHEREAS, Chapter 75, P.L. 1991, now permits a governing body to establish a penalty to be charged to a taxpayer with a delinquency in excess of \$10,000.00 who fails to pay that delinquency prior to the end of the calendar year; and

WHEREAS, the Mayor and Council of Princeton wishes to establish said penalty for said taxpayers.

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

1. Pursuant to N.J.S.A. 54:4-67, the Mayor and Council of Princeton hereby reaffirms that the following interest shall be charged for the non-payment of taxes or assessments on any installment which is not made within the tenth calendar day following the date upon which same became payable, as follows: 8% per annum on the first \$1,500.00 of the delinquency and 18% per annum on any amount in excess of \$1,500.00, to be calculated from the date the tax was payable until the date of actual payment. The term “delinquent” as used herein shall mean the sum of all taxes and municipal charges due on a given parcel of property covering any number of quarters or years.

2. Additionally, the Mayor and Council of Princeton hereby fixes as a penalty to be charged to a taxpayer with a delinquency in excess of \$10,000.00 who fails to pay that delinquency prior to the end of the calendar year an additional sum of 6% of the amount of the delinquency.

3. This resolution shall take effect immediately.

4. A certified true copy of this resolution shall be furnished by the Municipal Clerk to the Princeton Tax Collector.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held

January 3, 2019.

Delores A. Williams, Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Tax Collector

RESOLUTION 19-31

Resolution for Cancellation of Tax Balances Under \$10.00

WHEREAS, balances exist for current year taxes and sewer, and;

WHEREAS, N.J.S.A. 40A:5-17.1 states that the governing body may appoint any official to cancel tax refunds and delinquencies under \$10.00,

NOW THEREFORE BE IT RESOLVED, that The Mayor and Council of Princeton, County of Mercer, State of New Jersey, at their meeting held on January 3, 2019 hereby authorizes the Tax Collector to cancel tax and sewer tax balances under \$10.00,

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk



Mayor and Council

400 Witherspoon Street
Princeton, NJ 08540

Meeting: 01/03/19 05:00 PM
Department: Clerk

RESOLUTION 19-32

Resolution Requiring Elected Officials Annual Education or Training

WHEREAS, the municipality of Princeton seeks to maintain and ensure the quality and efficiency of its elected officials; and

WHEREAS, in 2015 the State of New Jersey had conditioned a municipality’s receipt of State Aid for a municipality upon implementation of the action items on its “Best Practices” checklist; and

WHEREAS, Princeton agrees with the prior “Best Practices” requirement; and

WHEREAS, Princeton currently does not require its elected officials to attend an annual education requirement.

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

- Members of the Governing Body shall be required to attend, on an annual basis, at least one course offered by the Rutgers University Center for Government Services or a similar education provider such as the NJ League of Municipalities, covering the responsibilities and obligations of elected officials (for example: ethics, municipal finance, labor relations, capital planning, shared services)
- Governing Body members can notify the Chief Financial Officer when they have completed their annual education or training.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen								
Ms. Crumiller								
Ms. Fraga								
Ms. Niedergang								
Mr. Quinn								
Mr. Williamson								
Mayor Lempert								

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held January 3, 2019.

Delores A. Williams, Municipal Clerk