

**MUNICIPALITY OF PRINCETON**  
**COUNTY OF MERCER, STATE OF NEW JERSEY**

**RESOLUTION**

WHEREAS, there exists a need for legal services to assist the Princeton Council in the merging of Land Use Codes from the former Princeton Borough and the former Princeton Township; and

WHEREAS, the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* requires that a Resolution authorizing the award of a Contract for "Professional Services" without competitive bidding must be publically advertised.

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

1. The Mayor and Clerk of Princeton are hereby authorized and directed to enter into an agreement for a sum not-to-exceed \$45,000 with Miller, Porter, Muller, P.C. – Gerald J. Muller, Esq., One Palmer Square, Princeton, NJ 08542 to provide services in the merging of the Land Use Codes from the former Princeton Borough and the former Princeton Township. The Professional Services Agreement authorized by this Resolution is on file in the Office of the Clerk and may be inspected during regular office hours.
2. This Agreement is being awarded without competitive bidding as a "Professional Services" Contract under the provisions of the New Jersey Local Public Contracts Law because a service will be rendered or performed by a person or persons authorized by law to practice a recognized professional and whose practice is regulated by law.
3. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the foregoing Resolution was adopted by the Princeton Council at its regular meeting held on the 23rd day of September, 2013.

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Linda S. McDermott, Municipal Clerk  
Princeton

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT**, entered into on this 23rd day of September, 2013, 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 **MILLER, PORTER, MULLER, PC, Gerald Muller, Esq.** (hereinafter referred to as "**ATTORNEY**").

### **WITNESSETH:**

WHEREAS, **PRINCETON** requires the merging of the Land Use Codes from former Princeton Borough and the former Princeton Township; and

WHEREAS, **ATTORNEY** has agreed to provide said services; 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 **ATTORNEY** as permitted by law.

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

1. **PRINCETON** hereby retains **ATTORNEY** to complete **Task 1 (new Historic Preservation Ordinances and districts)** and **Task 2 (Procedural, Site Plan and Subdivision Sections)** for the calendar year 2013 with an anticipated completion in the 2014 calendar year. The nature, scope of services and fees are set forth in the memorandum dated September 4, 2013 a copy of which is attached hereto and made a part hereof as Exhibit A. Exhibit A also provides the scope of services describing Tasks 3 through 8.
2. The estimated cost to complete Tasks 1 and 2 is \$45,000 at an hourly rate of \$200. **ATTORNEY** shall notify the Princeton Administrator when eighty (80%) percent of the contract has been spent. The **ATTORNEY** will return to **PRINCETON** with a proposal for the remaining Tasks 3 through 8 upon completion of Tasks 1 and 2.
3. All of the work to be undertaken and completed by **ATTORNEY** shall be performed under the direct supervision of the **DIRECTOR OF PLANNING**.
4. **PRINCETON** and **ATTORNEY** hereby incorporate by reference into this Agreement the affirmative action/non-discrimination requirements as set forth on Exhibit B attached hereto.
5. **ATTORNEY** agrees to comply with the requirements of the New Jersey Business Registration Act in accordance with Exhibit C attached hereto.

6. **ATTORNEY** further agrees to adhere to the requirements of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.7 et seq.*, as well as the Princeton Pay-to-Play Ordinance No. 2007-11 as set forth on Exhibit D attached hereto.

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

**ATTEST:**

\_\_\_\_\_  
Linda S. McDermott, Clerk

**WITNESS:**

\_\_\_\_\_

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

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

**MILLER, PORTER, MULLER, PC –  
Gerald Muller, Esq.**

By: \_\_\_\_\_  
Allen D. Porter, Esq., President

**EXHIBIT A**

LAW OFFICES  
**MILLER PORTER & MULLER, P.C.**  
Suite 540  
One Palmer Square  
Princeton, New Jersey 08542

William Miller (1913-1977)  
Allen D. Porter  
Gerald J. Muller

Telephone (609) 921-6077  
Fax (609) 497-1439  
e-mail address: gmuller@mpmglaw.com

**MEMORANDUM**

To: Robert Bruschi  
From: Gerald J. Muller  
Re: Merging of Township and Borough Land Use Codes – Proposed Action Plan  
Date: September 4, 2013

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Attached is a proposed Action Plan for the merger of the Township and Borough Land Use Codes. The proposal does not contemplate the complete re-writing of the ordinances. The concept, rather, is to combine the two Codes by using existing Code language where appropriate; adopting Township or Borough text where the two are inconsistent or drafting modified text reflecting concepts in both of them and incorporating revisions that are otherwise appropriate; revising and drafting new sections if neither Code section is appropriate; and drafting a number of provisions, many of which are referenced in the proposed Action Plan, which should be addressed at the outset. The consideration of zoning districts themselves will be deferred until this work is finished. The review will identify major provisions that need revision.

The estimate costs of Tasks 1 and 2 is \$45,000.00. The estimate assumes a considerable number of staff, ZARC, HPC, Planning Board, and Council meetings, but it is difficult to project in advance how many meetings will occur or iterations of ordinances will be undertaken given the numerous decision makers who will have input in the process. Once these tasks are nearing completion, the staff and I will be in a better position to estimate the amount of time the remaining tasks will take.

cc: Mr. Lee Solow  
Mr. Derek Bridger

**TOWNSHIP AND BOROUGH LAND USE CODES MERGER – ACTION PLAN**

<b><u>Task</u></b>	<b><u>Deliverable</u></b>	<b><u>Review by Body1</u></b>	<b><u>Date</u></b>
1. <b><u>Historic Preservation</u></b> – new, simplified ordinance using existing districts	Policy memo Staff report  Text	1 Princeton Council meeting 2 ZARC/HPC meetings  Text review & comment by individual ZARC & HPC members 1 Planning Board meeting 1 Princeton Council meeting	10/11/13 10/28/13 weeks of 11/4/13 and 11/18/13 12/6/13 weeks of 12/9/13 and 12/16/13  1/2/14 1/13/14
2. <b><u>Procedural and Subdivision and Site Plan Sections</u></b> – includes much of the existing articles II (Planning Board), III (Zoning Board of Adjustment), IV (Administration and Procedure), V (Master Plan), VI (Capital Improvement Program), VII (Special Permits), VIII (Subdivisions and Site Plans), IX (Subdivisions, except for sections specified below, X (Site Plans, except for sections specified below), and XB in Township Code (General Development Plans). Will use sections of Cecil/ Chou spreadsheets with selection of provisions to use when the Township and Borough codes conflict and with procedural, technical, and other minor changes. Includes drafting of Articles VIII (Subdivision and Site Plans) and IX (Subdivisions), not include in the Cecil/Chou material. Matters to be addressed include exemptions from site plan review, including the Borough E-2 exemption; merge and review criteria	Text with explanatory memo and identification of changes Staff report  Revised text	1 Princeton Council meeting 3 ZARC meetings  Text review and comment by individual ZARC members 1 Planning Board meeting 1 Princeton Council meeting	1/6/14  1/13/14 weeks of 1/20/14, 2/3/14, and 2/17/14 3/7/14 weeks of 3/10/14 and 3/17/14  4/3/14 4/14/14

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1 No formal action to be taken until Task 10 unless Council wants to implement Task 1 by 2013 adoption of new historic preservation ordinance or to adoption of other land use ordinance before adoption of the full ordinance. Purpose of meetings is to develop a consensus and secure input from the appropriate bodies.

**TOWNSHIP AND BOROUGH LAND USE CODES MERGER – ACTION PLAN**

<b><u>Task</u></b>	<b><u>Deliverable</u></b>	<b><u>Review by Body</u></b>	<b><u>Date</u></b>
2. <b><u>Procedural and Subdivision and Site Plan Sections</u></b> – (continued) procedures; the official map; appeals of “d” variance grants to the governing body;			
3. <b><u>Definitions</u></b> – merge into Article I definitions in various articles; add definitions, including “flats,” “home occupation,” “FAR,” and “corner lot;” make Township and Borough definitions consistent; shift definitions with regulatory provisions into regulatory Articles, and, in doing the latter, create at least a separate stream corridor ordinance for Articles IX (Subdivisions) and X (Site Plans).	Policy memo Staff report  Text	1 Princeton Council meeting 2 ZARC meetings  Text review and comment by individual ZARC members 1 Planning Board meeting 1 Princeton Council meeting	4/9/14 4/14/14 weeks of 4/21/14 and 5/4/14 5/23/14 weeks of 5/26/14 and 6/2/14  6/19/14 7/14/14
4. <b><u>Fire Protection Plan</u></b> – new plan to be drafted by Fire Marshall and staff	Text with explanatory memo and identification of changes  Revised text	1 ZARC meeting  Text review and comment by individual ZARC members  1 Planning Board 1 Princeton Council meeting	6/13/14  week of 6/23/14 7/3/14 week of 7/7/14  7/17/14 7/28/14
5. <b><u>Off-tract Improvements</u></b> – review ordinances for consistency with Municipal Land Use Law and draft appropriate revisions;determine whether Master and Capital Improvement Program should be revised and cost effectiveness of so doing	Policy memo Staff report  Text	1 Princeton Council meeting\1 ZARC meeting  Text review and comment by individual ZARC members 1 Planning Board meeting 1 Princeton Council	7/25/14 8/11/14 week of 8/18/14 9/5/14 week of 9/8/14  9/18/14 10/13/14
6. <b><u>Storm Water Management Regulations</u></b> – Township and Borough provisions to be reviewed and merged, with	Text with explanatory memo and identification of changes	1 ZARC meeting	9/26/14  week of 10/6/14 10/17/14

**TOWNSHIP AND BOROUGH LAND USE CODES MERGER – ACTION PLAN**

<b><u>Task</u></b>	<b><u>Deliverable</u></b>	<b><u>Review by Body</u></b>	<b><u>Date</u></b>
<p><b>6. <u>Storm Water Management Regulations</u></b>                      (continued) – modifications as appropriate by the engineers</p>	Revised text	Text review and comment by individual ZARC members 1 Planning Board meeting 1 Princeton Council	week of 10/20/14  11/6/14 11/24/14
<p><b>7. <u>Zoning and Affordable Housing</u></b> – zoning districts to be kept unless review suggests a contrary conclusion; review of zoning regulations, including those where Borough and Township ordinances are inconsistent, determine whether such provisions should be retained or one overall set of standards adopted, and modify as necessary. Areas to be addressed include residential cluster provisions; parking, loading, and other supplemental regulations; the Township SC zone; the Township Residential-Historic Farmland-Woodland District; the Township and Borough E zones; treatment of existing nonconforming lots; review of Borough non-conforming lots and structures provisions <i>vis-à-vis</i> MLUL text; reorganized conditional use sections; and organized zoning districts and standards in table form. With respect to affordable housing, the current intent unless new COAH fair share methodology is adopted is to keep present programs in place. The Borough and Township affordable housing provisions will be consolidated.</p>	<p>Policy memo                      Staff report</p> <p>Text with explanatory memo and identification of changes</p> <p>Revised text</p>	<p>2 Princeton Council meetings                      1 ZARC meeting</p> <p>2 ZARC meetings</p> <p>2 Planning Board meetings                      1 Princeton Council meeting</p>	<p>11/7/14                      11/24/14 and 12/8/14                      week of 12/15/14                      1/16/15</p> <p>weeks of 1/26/15 and 2/9/15                      3/6/15                      3/19/15 and 4/2/15                      4/13/15</p>

**TOWNSHIP AND BOROUGH LAND USE CODES MERGER – ACTION PLAN**

<b><u>Task</u></b>	<b><u>Deliverable</u></b>	<b><u>Review by Body</u></b>	<b><u>Date</u></b>
<p>8. <b><u>Assemble Entire Land Use Ordinance with Further Modifications Recommended by Planning Board and Princeton Council</u></b> - the only exceptions to this will be any ordinances within the Land Use Ordinance that need to be adopted prior to adoption of the entire ordinance. The Historic Preservation Ordinance may be an example of this.</p>	Text	<p>1 Planning Board meeting Princeton Council Introduction 1 Princeton Council adoption</p>	<p>5/1/15 5/7/15 5/25/15 _/_/_</p>
		<p>Number of ZARC, HPC, Planning Board, and Princeton Council meetings – 37; 33 attended by counsel Staff meetings – every 2 weeks (approximately 35)</p>	

NOTE: It is expected that the nature and number of Tasks and the timing of the deliverables and meetings of public bodies will be adjusted as the process proceeds.

## 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(a)1 and 4.3(a)1, each vendor (also referred to herein as “contractor”) shall submit to Princeton (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Princeton, 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) provided by the Division and distributed to Princeton to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit nor shall Princeton accept an employee information report unless the contractor certifies and agrees to the following: The contractor, where appropriate, certifies 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.

A contractor shall not enter into a binding subcontract with a subcontractor unless the subcontractor has submitted to said contractor one of the three documents listed above.

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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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 afford equal employment opportunities to minority and women workers consistent with:

(1) Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2; or

(2) Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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, 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 Princeton, 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 Princeton, 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 Princeton of any prior violation of this section of the contract.

## EXHIBIT C

### BUSINESS REGISTRATION & SALES & USE TAX ADDENDUM

P.L. 2004, c.57 (N.J.S.A. 52:32-44) imposes the following requirements on contractors and subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

#### A. Proof of Contractor's Business Registration

The contractor must provide a copy of its business registration certificate issued by the Department of the Treasury or such other form or verification that the contractor is registered with the Department of the Treasury. Proof of business registration must be submitted no later than at the time of execution of this contract.

#### B. Proof of Subcontractors' Business Registration

The contractor shall not enter into any contract with a subcontractor under this contract unless the subcontractor first provides proof of valid business registration to the contractor. Also, if the contractor subcontracts any of the work:

1. The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Subcontractors through all tiers of the project must provide written notice to their subcontractors to submit proof of business registration, and subcontractors shall collect such proofs of business registration.

2. The contractor shall forward copies of proof of the subcontractors' business registrations to the contracting agency.

3. The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance.

4. Before final payment is made by the contracting agency under this contract, the contractor shall submit to the contracting agency a complete and an accurate list of all subcontractors, along with their proof of business registration (if not previously provided), used in fulfillment of the contract. If no subcontractors were used, the contractor shall attest to same prior to final payment.

A contractor or subcontractor who fails to provide proof of business registration or provides false information of business registration shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each proof of business registration not properly provided under a contract with a contracting agency.

#### C. Sales and Use Tax

For the term of this contract, the 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.

In the event the contractor subcontracts any of its work, the contractor shall include within its subcontracts the requirement that, for the term of this contract, 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 of the Township of Princeton when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the Township of Princeton when the Agreement is awarded.