

P.O. Type: All
Range: First to Last
Format: Condensed

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

| Vendor # Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|--|----------|----------|--------------------------------|--------|-----------|-------------|----------|---------|
| AIÉ01 A-1 ECONOMY TRANSMISSIONS | | | | | | | | |
| | 12-02882 | 12/31/12 | NEW TRANSMISSION FOR UNDER COV | Open | 3,925.00 | 0.00 | | |
| ABLE ABLE MECHANICAL INC. | | | | | | | | |
| | 12-02692 | 12/31/12 | 3 PUMP COUPLING | Open | 2,966.37 | 0.00 | | |
| | 12-02907 | 12/31/12 | VARIOUS INVOICES | Open | 5,351.66 | 0.00 | | |
| | 12-02927 | 12/31/12 | Suzanne Patterson Center | Open | 5,982.00 | 0.00 | | |
| | | | | | 14,300.03 | | | |
| ALL01 ALL INDUSTRIAL-SAFETY PRODUCTS | | | | | | | | |
| | 12-02792 | 12/31/12 | SAFETY EQUIPMENT RAIN GEAR | Open | 158.67 | 0.00 | | |
| AME23 AMERICAN WEAR INC. | | | | | | | | |
| | 12-02923 | 12/31/12 | DPW Inv | Open | 2,875.83 | 0.00 | | |
| ANJR-010 ANJR - ASSOC. OF NJ RECYCLERS | | | | | | | | |
| | 00026946 | 12/31/12 | 2012 ANNUAL SYMPOSIUM | Open | 80.00 | 0.00 | | |
| APPLI010 APPLIED CONCEPTS INC | | | | | | | | |
| | 00026975 | 12/31/12 | DSR COUNTING UNIT | Open | 25,304.80 | 0.00 | | |
| APRUZZES APRUZZESE,MCDERMOTT,MASTRO & | | | | | | | | |
| | 13-00009 | 02/07/13 | SERVICES THROUGH DEC 2012 | Open | 190.00 | 0.00 | | |
| AUTO2 AUTOMATIC COMMUNICATIONS | | | | | | | | |
| | 12-02910 | 12/31/12 | ANNUAL ALARM SERVICE | Open | 1,323.00 | 0.00 | | |
| BAKER010 BAKER CHRYSLER PLYMOUTH JEEP | | | | | | | | |
| | 00027009 | 12/31/12 | CABLE & LEVER FOR B5 | Open | 42.60 | 0.00 | | |
| BARNES BARNES DISTRIBUTION | | | | | | | | |
| | 12-02840 | 12/31/12 | BOLTS & FITTINGS | Open | 694.54 | 0.00 | | |
| | 12-02891 | 12/31/12 | 4895808001 HYD FITTINGS NEW | Open | 401.30 | 0.00 | | |
| | | | | | 1,095.84 | | | |
| BERRY010 BERRY, CURTIS | | | | | | | | |
| | 00027052 | 12/31/12 | CLOTHING ALLOWANCE | Open | 570.00 | 0.00 | | |
| BILLB010 BILL BROWN & COMPANY, INC | | | | | | | | |
| | 00027088 | 12/31/12 | LABELS & PLACARDS | Open | 1,070.00 | 0.00 | | |
| BLAKE010 BLAKE HARDWARE & MILL SUPPLY | | | | | | | | |
| | 00027028 | 12/31/12 | TOILET PAPER & C-FOLD TOWELS | Open | 84.73 | 0.00 | | |
| BROAD010 BROADVIEW NETWORKS | | | | | | | | |
| | 13-00007 | 02/07/13 | ACCT 609-688-AAAJ | Open | 1,822.96 | 0.00 | | |
| BUCHA010 BUCHANAN II, ROBERT | | | | | | | | |
| | 13-00012 | 02/07/13 | Insurance Reimbursement | Open | 5,200.14 | 0.00 | | |

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| Vendor # Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|---------------|---------------------------------|----------|--------------------------------|--------|----------|-------------|----------|---------|
| CAMBRIA | CAMBRIA AUTOMOTIVE CO'S INC. | | | | | | | |
| | 12-02890 | 12/31/12 | TRANS COOLER HOSE | Open | 133.79 | 0.00 | | |
| CAMMPS | CAMMPS | | | | | | | |
| | 12-01595 | 12/31/12 | INVOICE 80103 | Open | 51.98 | 0.00 | | |
| CENTRALJ | CENTRAL JERSEY POWER EQUIPMENT | | | | | | | |
| | 12-02636 | 12/31/12 | PSOC MOWER RIDER PARTS | Open | 176.18 | 0.00 | | |
| CFASS010 | CF ASSOCIATES | | | | | | | |
| | 00026716 | 12/31/12 | BUDGET UPDATES | Open | 125.00 | 0.00 | | |
| CHIEF010 | CHIEF ROBERT BLEVIN | | | | | | | |
| | 00027092 | 12/31/12 | 4TH QTR FBINAA QTRLY MTG | Open | 195.00 | 0.00 | | |
| CINTAS | CINTAS FIRST AID & SAFETY 105 | | | | | | | |
| | 12-02694 | 12/31/12 | POLICE INV 010568540 | Open | 250.31 | 0.00 | | |
| | 12-02908 | 12/31/12 | FIRST AID KITS | Open | 196.41 | 0.00 | | |
| | | | | | 446.72 | | | |
| COM09 | COMMUNICATIONS SPECIALISTS, | | | | | | | |
| | 12-02173 | 12/31/12 | LIGHTS AND SIRENS | Open | 2,148.00 | 0.00 | | |
| | 12-02748 | 12/31/12 | INVOICE# 31200 | Open | 509.00 | 0.00 | | |
| | 12-02832 | 12/31/12 | INVOICES 31303 & 31334 | Open | 421.00 | 0.00 | | |
| | | | | | 3,078.00 | | | |
| COMPLETE | COMPLETE SECURITY SYSTEMS INC. | | | | | | | |
| | 12-02750 | 12/31/12 | INVOICE#106955 | Open | 149.80 | 0.00 | | |
| CON08 | CONTINENTAL FIRE & SAFETY, INC. | | | | | | | |
| | 12-02831 | 12/31/12 | VARIOUS ITEMS | Open | 165.00 | 0.00 | | |
| CRE04 | CRESTON, INC. | | | | | | | |
| | 12-02933 | 12/31/12 | PSOC plow parts | Open | 919.16 | 0.00 | | |
| CREWT010 | CREW TAGS INT'L, LLC | | | | | | | |
| | 00026922 | 12/31/12 | STOP SIGN AND BASE | Open | 135.37 | 0.00 | | |
| CRYSTAL | Crystal | | | | | | | |
| | 12-02693 | 12/31/12 | OCTOBER WATER SERVICE | Open | 251.75 | 0.00 | | |
| | 12-02909 | 12/31/12 | WATER | Open | 183.50 | 0.00 | | |
| | | | | | 435.25 | | | |
| CUSTOM | CUSTOM BANDAG INC. | | | | | | | |
| | 12-02879 | 12/31/12 | TIRES FOR AC TRUCK | Open | 806.76 | 0.00 | | |
| | 12-02932 | 12/31/12 | PSOC Truck 73 tires | Open | 828.44 | 0.00 | | |
| | | | | | 1,635.20 | | | |
| DAV05 | TERRY DAVISON | | | | | | | |
| | 12-02922 | 12/31/12 | Head Driver Stipend for 1/2 yr | Open | 125.00 | 0.00 | | |
| DEL02 | DEL-VAL INTERNATIONAL TRUCKS, | | | | | | | |
| | 12-02883 | 12/31/12 | EXHAUST PARTS | Open | 1,735.84 | 0.00 | | |

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| DITSC010 DITSCHMAN-FLEMINGTON FORD | 12-02683 | 12/31/12 | SWITCH & PARTS | Open | 640.07 | 0.00 | | |
| DITSCHMA DFFLM,LLC DITSCHMAN FLEMINGTON | 12-02880 | 12/31/12 | PARTS | Open | 584.60 | 0.00 | | |
| DRAGE010 DRAGER SAFETY DIAGNOSTICS INC. | 00026739 | 02/05/13 | ALCOTEST SIMULATOR DIAGNOSTICS | Open | 155.00 | 0.00 | | |
| EDWAR020 EDWARDS TIRE COMPANY | 00026520 | 12/31/12 | VEHICLE REPLACEMENT/REPAIRS | Open | 13,446.00 | 0.00 | | |
| | 00026669 | 12/31/12 | 73254500 225/60R16 GY EAGLE | Open | 358.00 | 0.00 | | |
| | | | | | <u>13,804.00</u> | | | |
| ENVIRONM ENVIRONMENTAL SYSTEMS | 12-02704 | 12/31/12 | ENGRG CONCURRENT USE PRIMARY | Open | 2,100.00 | 0.00 | | |
| FAILSAFE FAIL SAFE TESTING INC. | 12-02778 | 12/31/12 | HOSE & LADDER TESTING | Open | 5,213.51 | 0.00 | | |
| FAS01 FASTSIGNS INC. | 12-01634 | 12/31/12 | SIGN FOR SIGMUND PARK | Open | 351.47 | 0.00 | | |
| | 12-01769 | 12/31/12 | BANNER FOR RECRUITMENT | Open | 313.50 | 0.00 | | |
| | | | | | <u>664.97</u> | | | |
| FIRSTPRI FIRST PRIORITY EMERGENCY | 12-02858 | 12/31/12 | REPAIRS TO TOWER 60 | Open | 2,913.96 | 0.00 | | |
| FLM00010 FLM | 00026955 | 12/31/12 | BOOK COPIES AND BOUND AVALON | Open | 25.70 | 0.00 | | |
| FLM01 FLM GRAPHICS CORPORATION | 12-02912 | 12/31/12 | SIGNS | Open | 123.00 | 0.00 | | |
| FOS01 FOSTER & COMPANY, INC. | 12-02799 | 12/31/12 | HYDRALIECTRICAL PARTS | Open | 200.27 | 0.00 | | |
| GAL01 GALL'S LLC | 00026877 | 12/31/12 | ITEM#JA331 3 IN 1 DUTY JACKET | Open | 450.00 | 0.00 | | |
| | 00026976 | 12/31/12 | TACTICAL COMPRESSION T SHIRT | Open | 1,416.00 | 0.00 | | |
| | | | | | <u>1,866.00</u> | | | |
| GAR03 GARDEN STATE HWY. PRODUCTS INC | 12-02888 | 12/31/12 | PEDESTRIAN SIGNS AND STAKES | Open | 762.50 | 0.00 | | |
| GEESE010 GEESE CHASERS, LLC | 00027042 | 12/31/12 | GEESE CONTROL IN MUNI PARKS | Open | 892.50 | 0.00 | | B |
| GENER010 GENERATOR & STARTER EXCHG | 00026713 | 12/31/12 | STARTER FOR PW40 | Open | 549.00 | 0.00 | | |
| | 00026742 | 02/05/13 | GENERATOR & STARTER EXCH | Open | 189.00 | 0.00 | | |
| | | | | | <u>738.00</u> | | | |

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| GENSERVE GENSERVE INC. | | | | | | | | |
| | 12-02470 | 12/31/12 | ROSEDALE RD PS GENERATOR | Open | 286.00 | 0.00 | | |
| | 12-02859 | 12/31/12 | GENERATOR SERVICE | Open | 140.00 | 0.00 | | |
| | | | | | 426.00 | | | |
| GLOBA010 GLOBAL COMPUTER SUPPLIES | | | | | | | | |
| | 00026940 | 12/31/12 | TONER CARTRIDGE | Open | 1,639.68 | 0.00 | | |
| GOFFC010 GOFFCO INDUSTRIES, INC. | | | | | | | | |
| | 00026921 | 12/31/12 | UNIFORM TICKET BOOKS FOR NEW | Open | 760.00 | 0.00 | | |
| GRE01 GREATER MERCER TMA | | | | | | | | |
| | R0-11302 | 12/31/12 | resolution R0-11302 | Open | 8,971.10 | 0.00 | | B |
| GREEN POLLY C. BURLINGHAM | | | | | | | | |
| | 12-02872 | 12/31/12 | WINTER PLANTINGS | Open | 2,290.00 | 0.00 | | |
| GUSCIORA WALTER REED GUSCIORA | | | | | | | | |
| | R0-12013 | 12/31/12 | resolution R0-12-013 | Open | 9,000.00 | 0.00 | | B |
| HALDEMAH HALDEMAN | | | | | | | | |
| | 12-02915 | 12/31/12 | PSOC TRUCK PARTS | Open | 1,509.83 | 0.00 | | |
| HARDCOUR HARD COURTS LLC | | | | | | | | |
| | 12-02688 | 12/31/12 | SPRC FLOOR RECOATING | Open | 3,000.00 | 0.00 | | |
| HECKEL RICHARD L. HECKEL, LLC | | | | | | | | |
| | 12-02677 | 12/31/12 | PSOC SCREENED TOPSOIL | Open | 1,700.00 | 0.00 | | |
| HENDE020 HENDERSON, ANNETTE | | | | | | | | |
| | 00027055 | 12/31/12 | 2012 MEDICAL ALLOWANCE | Open | 368.62 | 0.00 | | |
| HODGE010 HODGES, KIM | | | | | | | | |
| | 00027054 | 12/31/12 | MEDICAL ALLOWANCE | Open | 896.00 | 0.00 | | |
| HOM01 HOME DEPOT/GEFC | | | | | | | | |
| | 12-02930 | 12/31/12 | PSOC inv | Open | 73.16 | 0.00 | | |
| JAM03 JAMMER DOORS | | | | | | | | |
| | 12-02931 | 12/31/12 | PSOC repair overhead | Open | 637.00 | 0.00 | | |
| JAMES ROY JAMES | | | | | | | | |
| | 12-02794 | 12/31/12 | 2012 STIPEND ASST. CHIEF | Open | 1,500.00 | 0.00 | | |
| JJT01 J & J STAFFING RESOURCES | | | | | | | | |
| | 12-02825 | 12/31/12 | TEMPORARY EMPLOYMENT SERVICES | Open | 500.25 | 0.00 | | |
| JOH16 JOHNNY ON THE SPOT INC. | | | | | | | | |
| | 00027041 | 12/31/12 | PARK PORT-A-JOHN'S | Open | 186.05 | 0.00 | | B |
| JWK02 J W KENNEDY, INC. | | | | | | | | |
| | 12-02690 | 12/31/12 | 8 EXTINGUISHERS | Open | 323.32 | 0.00 | | |

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| KARL KARL MEY'S AUTO BODY, INC. | 12-02837 | 12/31/12 | 2012 TAHOE | Open | 293.75 | 0.00 | | |
| KCSERVIC K C SERVICE | 12-02803 | 12/31/12 | KEY SWITCH AND TUBES | Open | 157.96 | 0.00 | | |
| KEYEQ010 KEY EQUIPMENT FINANCE | 00026978 | 12/31/12 | MONTHLY LEASE FOR CANON 40801 | Open | 535.00 | 0.00 | | |
| KUP01 KUPPER ASSOCIATES | R0-11157 | 12/31/12 | Resolution R0-11157 | Open | 6,977.50 | 0.00 | | B |
| LAN05 LANGUAGE LINE SERVICES | 00026726 | 12/31/12 | LANGUAGE LINE SVC OCT 2012 | Open | 59.50 | 0.00 | | |
| LAW04 LAWREN SUPPLY COMPANY | 00026740 | 02/05/13 | BOXES ORION EMERGENCY ROAD | Open | 2,016.95 | 0.00 | | |
| LAWSOFT LAWSOFT, INC. | 12-02835 | 12/31/12 | SOFTWARE | Open | 1,890.00 | 0.00 | | |
| LUCK GEORGE T. LUCK III | 12-02921 | 12/31/12 | Head Driver Stipend | Open | 400.00 | 0.00 | | |
| MAR11 JAMES MARTINEZ | 12-02824 | 12/31/12 | 2012 EYEGLASS REIMBURSEMENT | Open | 300.00 | 0.00 | | |
| MASON010 MASON, GRIFFIN & PIERSON | 13-00014 | 02/07/13 | Legal Invoices - December | Open | 49,415.90 | 0.00 | | |
| MATHER LINDA MATHER | 13-00010 | 02/07/13 | CONSOLIDATION CELEBRATION | Open | 30.94 | 0.00 | | |
| MAYFL010 MAYFLOWER CLEANERS LLC | 00027053 | 12/31/12 | DRYCLEANING FOR UNIFORM & DB | Open | 726.60 | 0.00 | | B |
| MERCE050 MERCER COUNTY IMPROVEMENT AUTH | 13-00002 | 02/07/13 | MERCER COUNTY RECYCLING PROG | Open | 11,213.68 | 0.00 | | |
| MERFI MERCER COUNTY FIRE/TECHNICAL | 12-02798 | 12/31/12 | SEARCH & RESCUE CLASS | Open | 30.00 | 0.00 | | |
| MGL01 MGL PRINTING SOLUTIONS | 12-02742 | 12/31/12 | MGL PRINTING | Open | 963.25 | 0.00 | | |
| MIDDLE010 MIDDLESEX WELDING SALES | 00027029 | 12/31/12 | WELDING SUPPLIES | Open | 276.07 | 0.00 | | |
| MIDST MID-STATE PAGING INC. | 12-02463 | 12/31/12 | REPAIR RADIO TRUCK 30 | Open | 24.00 | 0.00 | | |
| MILANO MILANO FRENCH CLEANERS | 12-02749 | 12/31/12 | INVOICE #: 106955 | Open | 803.50 | 0.00 | | |

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| MILANO MILANO FRENCH CLEANERS | | | Continued | | | | | |
| | 12-02833 | 12/31/12 | NOVEMBER DRY CLEANING | Open | 676.00 | 0.00 | | |
| | | | | | 1,479.50 | | | |
| MILLE020 MILLER, PORTER, MULLER, GAYNOR | | | | | | | | |
| | 00024933 | 12/31/12 | LEGAL ARTS & TRANSIT #9946 | Open | 6,660.00 | 0.00 | | |
| MODEL MODERN EQUIP SLS & RENTAL | | | | | | | | |
| | 12-02842 | 12/31/12 | BUCKET PIN & RINGS | Open | 129.65 | 0.00 | | |
| MOONEY WILLIAM MOONEY | | | | | | | | |
| | 12-02795 | 12/31/12 | 2012 STIPEND ASST. CHIEF MOONE | Open | 1,500.00 | 0.00 | | |
| MOOREWAL MOORE WALLACE NORTH AMERICA | | | | | | | | |
| | 12-02521 | 12/31/12 | VITAL RECORDS FORM | Open | 750.00 | 0.00 | | |
| MUNICEME MUNICIPAL EMERGENCY SERVICES, | | | | | | | | |
| | 12-02856 | 12/31/12 | SCBA MASK REPLACEMENT PARTS | Open | 693.50 | 0.00 | | |
| MUNIDEX MUNIDEX INC. | | | | | | | | |
| | 12-02772 | 12/31/12 | SOFTWARE MAINTENANCE CONTRACT | Open | 562.00 | 0.00 | | |
| NAPADIST NAPA DISTRIBUTION CENTER | | | | | | | | |
| | 12-02805 | 12/31/12 | SP HOSE CLAMPS | Open | 55.60 | 0.00 | | |
| NAT06 NATIONAL PARTS SUPPLY CO. | | | | | | | | |
| | 12-02804 | 12/31/12 | VARIOUS PARTS | Open | 527.40 | 0.00 | | |
| | 12-02881 | 12/31/12 | PARTS | Open | 290.60 | 0.00 | | |
| | | | | | 818.00 | | | |
| NEW12 NJ ASSOCIATION OF COUNTY AND | | | | | | | | |
| | 12-02892 | 12/31/12 | HEALTH OFFICERS MEETING | Open | 15.00 | 0.00 | | |
| | 12-02893 | 12/31/12 | MEMBERSHIP DUES | Open | 200.00 | 0.00 | | |
| | | | | | 215.00 | | | |
| NEW13 NEW JERSEY LAW JOURNAL | | | | | | | | |
| | 12-02708 | 02/01/13 | NEW JERSEY LAW JOURNAL | Open | 460.00 | 0.00 | | |
| NEW34 NEW JERSEY STATE MUNICIPAL | | | | | | | | |
| | 12-02929 | 12/31/12 | 2013 mempership dues Hough | Open | 150.00 | 0.00 | | |
| NEWJE020 NEW JERSEY AMERICAN WATER | | | | | | | | |
| | 13-00004 | 02/07/13 | FIRE HYDRANT SERVICES | Open | 41,925.00 | 0.00 | | |
| | 13-00006 | 02/07/13 | WATER SERVICES | Open | 527.61 | 0.00 | | |
| | | | | | 42,452.61 | | | |
| NEWJERSE NEW JERSEY DEPT OF HEALTH & SR | | | | | | | | |
| | 13-00013 | 02/07/13 | DOG LICENSE DECEMBER 2012 | Open | 1.20 | 0.00 | | |
| NJSLE010 NJS LEAGUE OF MUNICIPALITIES | | | | | | | | |
| | 00027093 | 12/31/12 | 2012 POLICE SAL & NEGO INFO | Open | 200.00 | 0.00 | | |

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| NOR05 NORTH BRUNSWICK CONSTRUCTION | 12-02812 | 12/31/12 | PSOC 3/4 RED STONE | Open | 176.00 | 0.00 | | |
| OFFIC020 OFFICEMAX INCORPORATED | 00026973 | 12/31/12 | COPY PAPER | Open | 198.40 | 0.00 | | |
| OFFICEBA OFFICE BASIC INC. | 12-02689 | 12/31/12 | CARTRIDGES CONSTRUCTION | Open | 192.02 | 0.00 | | |
| OLI01 OLIVES GOURMET BAKERY & DELI | 12-02827 | 12/31/12 | PUBLIC SAFETY MEETING | Open | 97.15 | 0.00 | | |
| | 12-02894 | 12/31/12 | HEALTH COMM / PLANNING MTG | Open | 157.56 | 0.00 | | |
| | | | | | 254.71 | | | |
| PARKINGS PARKING SALES SERVICE CORP. | 12-02791 | 12/31/12 | AMANO GATE ARMS | Open | 1,190.00 | 0.00 | | |
| PERSICKE PHYLLIS PERSICKETTI | 12-02917 | 12/31/12 | MINUTES | Open | 135.00 | 0.00 | | |
| PHOENIX PHOENIX ADVISORS, LLC | 13-00011 | 02/07/13 | FINANCIAL ADVISOR | Open | 1,000.00 | 0.00 | | |
| PORTE010 PORTER LEE CORP | 00026874 | 12/31/12 | LABELS W 1500 WHITE BARCODE | Open | 262.00 | 0.00 | | |
| PRI16 THE PRINCETON PACKET, INC. | 12-02483 | 12/31/12 | ZBA NOTICING | Open | 48.60 | 0.00 | | |
| | 12-02826 | 12/31/12 | VARIOUS ADVERTISING | Open | 249.60 | 0.00 | | |
| | | | | | 298.20 | | | |
| PRINBUIL PRINCETON BUILDING MAINTENANCE | 12-02864 | 12/31/12 | JANITORIAL SERVICE | Open | 607.44 | 0.00 | | |
| PRINCEPR PRINCETON PRINTER | 12-02916 | 12/31/12 | BOROUGH HALL SIGNS | Open | 134.69 | 0.00 | | |
| PRINOUTD PRINCETON UNIVERSITY | 12-02857 | 12/31/12 | FIRST RESPONDER TRAINING | Open | 495.00 | 0.00 | | |
| PRINSUPP PRINCETON SUPPLY CORPORATION | 12-02696 | 12/31/12 | BOROUGH HALL INV 009928 | Open | 2,226.20 | 0.00 | | |
| | 12-02911 | 12/31/12 | SUPPLIES | Open | 1,219.88 | 0.00 | | |
| | | | | | 3,446.08 | | | |
| PSE01 P.S.E. & G. | 13-00005 | 02/07/13 | PSE&G | Open | 43,468.73 | 0.00 | | |
| REYNOLDS REYNOLDS INLINER LLC | R0-12108 | 12/31/12 | Resolution R0-12108 | Open | 11,270.00 | 0.00 | | B |
| RIGGINS RIGGINS INC. | 12-02899 | 12/31/12 | DPW DIESEL | Open | 15,096.08 | 0.00 | | |

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| RIGGINS RIGGINS INC. | | | | | | | | Continued |
| | 12-02900 | 12/31/12 | SOC DIESEL | Open | 2,204.16 | 0.00 | | |
| | 12-02901 | 12/31/12 | FUEL | Open | 1,106.68 | 0.00 | | |
| | 12-02902 | 12/31/12 | FUEL | Open | 2,562.36 | 0.00 | | |
| | 12-02903 | 12/31/12 | FUEL | Open | 1,315.26 | 0.00 | | |
| | 12-02904 | 12/31/12 | FUEL | Open | 1,496.90 | 0.00 | | |
| | 12-02905 | 12/31/12 | FUEL | Open | 742.18 | 0.00 | | |
| | 12-02906 | 12/31/12 | FUEL | Open | 840.57 | 0.00 | | |
| | | | | | <u>25,364.19</u> | | | |
| RODGERS THE RODGERS GROUP, LLC | 00027068 | 12/31/12 | SPEC SVC PER CONTR NOV | Open | 3,583.33 | 0.00 | | |
| SAM05 SAMZIE'S UNIFORMS LTD. | 00025960 | 12/31/12 | UNIFORMS | Open | 53,316.86 | 0.00 | | |
| | 12-02129 | 12/31/12 | DEPARTMENT UNIFORMS | Open | 46,646.60 | 0.00 | | |
| | | | | | <u>99,963.46</u> | | | |
| SCH10 DAVID SCHRAYER | 12-02920 | 12/31/12 | Head Driver Stipend | Open | 250.00 | 0.00 | | |
| SCSUP010 SC SUPPLY COMPANY | 00026882 | 12/31/12 | 28" 7 LB ORANGE BLACK | Open | 605.68 | 0.00 | | |
| SDT SECURITY & DATA TECHNOLOGIES | 12-02699 | 12/31/12 | HORN STROBE | Open | 614.90 | 0.00 | | |
| SHE01 SHERWIN-WILLIAMS | 12-02700 | 12/31/12 | PRIMER | Open | 22.74 | 0.00 | | |
| | 12-02839 | 12/31/12 | PAINT FOR DPW / SOC | Open | 192.83 | 0.00 | | |
| | 12-02913 | 12/31/12 | PAINT | Open | 138.95 | 0.00 | | |
| | | | | | <u>354.52</u> | | | |
| SHIELDS WILLIAM PAT SHIELDS | 12-02919 | 12/31/12 | Head Driver Stipend | Open | 175.00 | 0.00 | | |
| SIRCH010 SIRCHIE FINGER PRINT LABORATOR | 00027098 | 12/31/12 | MISC EVIDENT SUPPLIES | Open | 1,466.00 | 0.00 | | |
| SOM06 SOMERSET COUNTY FIRE ACADEMY | 12-02854 | 12/31/12 | ICS 200 FOR KATIE YERKES | Open | 175.00 | 0.00 | | |
| | 12-02855 | 12/31/12 | TACTICAL TRUCK OPER & FF2 | Open | 6,125.00 | 0.00 | | |
| | | | | | <u>6,300.00</u> | | | |
| STAGIONI STAGIONI MARKET LLC | 12-02828 | 12/31/12 | PARTY & DINNER | Open | 1,485.85 | 0.00 | | |
| STAPL010 STAPLES | 00026875 | 12/31/12 | 67592 PURELL REFILL | Open | 128.42 | 0.00 | | |
| | 00026954 | 12/31/12 | LEGAL PADS | Open | 43.68 | 0.00 | | |
| | 00026980 | 12/31/12 | WORKSTATION CHAIR MAT | Open | 497.67 | 0.00 | | |
| | 00027046 | 12/31/12 | SUPPLIES | Open | 53.64 | 0.00 | | |
| | 00027101 | 12/31/12 | QUICKNOTES CALENDAR #795971 | Open | 9.02 | 0.00 | | |

| Vendor # Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|------------------------------------|----------|----------|------------------------------|--------|------------|-------------|----------|---------|
| STAPL010 STAPLES | | | | | | | | |
| | 00027102 | 12/31/12 | OFFICE SUPPLIES | Open | 54.20 | 0.00 | | |
| | | | | | 786.63 | | | |
| STAPLESP STAPLES PRINT SOLUTIONS | | | | | | | | |
| | 12-02707 | 12/31/12 | EPATS CUSTOM NEW PATS ROLLS | Open | 2,444.08 | 0.00 | | |
| STEWARTS STEWARTS TOWING | | | | | | | | |
| | 12-02918 | 12/31/12 | CAR 60 | Open | 65.00 | 0.00 | | |
| STO05 STONY BROOK REGIONAL | | | | | | | | |
| | 13-00001 | 02/07/13 | 2013 FIRST QUARTER CHARGES | Open | 980,306.85 | 0.00 | | |
| STOUTS STOUTS II INC | | | | | | | | |
| | 12-02800 | 12/31/12 | TRANS SHIFTER | Open | 806.99 | 0.00 | | |
| | 12-02841 | 12/31/12 | WHEEL ALIGNMENT OLD FREE-B | Open | 162.00 | 0.00 | | |
| | R0-09148 | 12/31/12 | Jitney Services | Open | 13,190.00 | 0.00 | | B |
| | | | | | 14,158.99 | | | |
| THOMASLE LEONARD THOMAS | | | | | | | | |
| | 12-02834 | 12/31/12 | TUITION REIMBURSEMENT | Open | 1,849.49 | 0.00 | | |
| THOMS010 THOMSON WEST | | | | | | | | |
| | 00027004 | 12/31/12 | NJ STAT T5 THRU T8 2 BOOKS | Open | 344.00 | 0.00 | | |
| TOUCH010 TOUCHTONE COMMUNICATIONS | | | | | | | | |
| | 13-00008 | 02/07/13 | ACCT 6099212100 | Open | 115.07 | 0.00 | | |
| TOW03 TOWN TOPICS | | | | | | | | |
| | 12-02698 | 12/31/12 | ADVERTISEMENT | Open | 390.00 | 0.00 | | |
| TRIO5 TRICO EQUIPMENT | | | | | | | | |
| | 12-02889 | 12/31/12 | PARTS | Open | 1,529.17 | 0.00 | | |
| UNIVERSI UNIVERSITY MEDICAL CENTER | | | | | | | | |
| | R0-10113 | 12/31/12 | set up 2012 a/p 2011 | Open | 5,760.00 | 0.00 | | B |
| VECTOR VECTOR SECURITY | | | | | | | | |
| | 00026559 | 12/31/12 | VARIOUS REPAIRS TO ALARM SYS | Open | 40.00 | 0.00 | | |
| VER04 V.E. RALPH AND SON, INC. | | | | | | | | |
| | 00026943 | 12/31/12 | FIRST AID SUPPLIES | Open | 348.90 | 0.00 | | |
| | 00027099 | 12/31/12 | GLOVES & MASKS | Open | 435.33 | 0.00 | | |
| | | | | | 784.23 | | | |
| VERTR VERIZON/TRENTON | | | | | | | | |
| | 13-00003 | 02/07/13 | JANUARY 2013 | Open | 10,663.66 | 0.00 | | |
| WB MASON W.B. MASON CO., INC. | | | | | | | | |
| | 12-02572 | 12/31/12 | ENGINEERING ASPEN LETTER | Open | 255.12 | 0.00 | | |
| | 12-02924 | 12/31/12 | office supplies | Open | 252.84 | 0.00 | | |
| | | | | | 507.96 | | | |

February 7, 2013
03:18 PM

PRINCETON
Bill List By Vendor Id

Page No: 10

| Vendor # Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|--------------------------------|----------|----------|--------------------------------|----------------------------|---------------------------------|-------------------------|----------|---------|
| WES02 WEST GROUP | 12-02741 | 02/07/13 | NJ PRACTICE V36&18 AND NJSA 5 | Open | 408.00 | 0.00 | | |
| WIL07 WILLIAMS SCOTSMAN, INC. | 12-02408 | 12/31/12 | PSOC RIVER ROAD TRAILER | Open | 453.06 | 0.00 | | |
| XER03 XEROX CORPORATION | 12-02697 | 12/31/12 | ENGINEERING | Open | 1,274.50 | 0.00 | | |
| YAR02 YARDVILLE SUPPLY COMPANY | 00027038 | 12/31/12 | PLUMBING TOOLS FOR PARK BTHRMS | Open | 153.52 | 0.00 | | |
| | 12-02797 | 12/31/12 | SUPPLIES FOR THE BUILDING | Open | 115.13 | 0.00 | | |
| | 12-02914 | 12/31/12 | HARDWARE | Open | 20.02 | 0.00 | | |
| | | | | | 288.67 | | | |
| Total Purchase Orders: 181 | | | | Total P.O. Line Items: 487 | Total List Amount: 1,488,914.70 | Total Void Amount: 0.00 | | |

| Fund Description | Fund | Budget Rcvd | Budget Held | Budget Total | Revenue Total |
|---------------------------|------|--------------|-------------|--------------|---------------|
| CURRENT FUND | 2-01 | 374,507.76 | 0.00 | 374,507.76 | 0.00 |
| PARKING UTILITY OPERATING | 2-05 | 24,516.82 | 0.00 | 24,516.82 | 0.00 |
| | 2-21 | 1,070.00 | 0.00 | 1,070.00 | 0.00 |
| Year Total: | | 400,094.58 | 0.00 | 400,094.58 | 0.00 |
| CURRENT FUND | 3-01 | 1,006,960.52 | 0.00 | 1,006,960.52 | 0.00 |
| | 3-40 | 1,636.56 | 0.00 | 1,636.56 | 0.00 |
| Year Total: | | 1,008,597.08 | 0.00 | 1,008,597.08 | 0.00 |
| | C-04 | 66,014.01 | 0.00 | 66,014.01 | 0.00 |
| | E-17 | 6,660.00 | 0.00 | 6,660.00 | 0.00 |
| | G-02 | 7,414.03 | 0.00 | 7,414.03 | 0.00 |
| | T-13 | 135.00 | 0.00 | 135.00 | 0.00 |
| Total of All Funds: | | 1,488,914.70 | 0.00 | 1,488,914.70 | 0.00 |

COUNTY OF MERCER

PRINCETON

STATE OF NEW JERSEY

RESOLUTION

WHEREAS, the Princeton Planning Board ("Board"), pursuant to *N.J.S.A. 40:24* requires the services of legal counsel during the calendar year 2013; and

WHEREAS, said Board has appointed Allen D. Porter, Esq. of the firm of Miller Porter & Muller, PC as its legal advisor during the calendar year 2013; and

WHEREAS, said Board has recommended to Princeton that pursuant to the provisions of the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* that a Resolution be adopted awarding a Contract for "Professional Services" without competitive bidding to Allen D. Porter, Esq. and that the award of said Contract to be publically advertised as required by law.

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

1. The Mayor and Clerk of Princeton are hereby authorized and directed on behalf of the Princeton Planning Board to enter into a Professional Services Agreement with Allen D. Porter, Esq. of the firm of Miller Porter & Muller, PC, One Palmer Square, Suite 540, Princeton, New Jersey 08540 so as to have said firm serve during the calendar year 2013 as the attorney for said Board. The sums authorized by this Resolution shall not exceed the sum appropriated for legal services for said Board by Princeton upon the adoption of the 2013 Princeton Operating Budget. The Agreement authorized by this Resolution is on file in the Office of the Princeton Clerk and with the Secretary of the Princeton Planning Board of Adjustment and may be inspected during regular office hours.

2. This Contract is being awarded without competitive bidding as a "Professional Services" Contract in accordance with the provisions of *N.J.S.A. 40A:11-5(1)(a)* 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 profession 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 meeting held on the 11th day of February, 2013.

Linda S. McDermott, Clerk
Princeton

2013

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made on the 11th day of February, 2013, by and between the **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**, One Palmer Square, Suite 540, Princeton, New Jersey 08540 (hereinafter referred to as the "**ATTORNEYS**").

WITNESSETH:

WHEREAS, the **PRINCETON PLANNING BOARD** (hereinafter referred to as "**BOARD**") requires legal services for the calendar year 2013; and

WHEREAS, said **BOARD**, pursuant to *N.J.S.A. 40:55D-24*, may employ on an annual basis, legal counsel; and

WHEREAS, the **BOARD**, by Resolution has appointed **ATTORNEYS** as its legal counsel for 2013 pursuant to the provisions of the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, and recommends having **PRINCETON** award a Professional Services Contract to the **ATTORNEYS** without competitive bidding.

NOW, THEREFORE, IT IS AGREED, between **PRINCETON** and the **ATTORNEYS** as follows:

1. The **BOARD** has heretofore appointed the **ATTORNEYS** to serve as legal counsel to the **BOARD** for the calendar year 2013.
2. The **ATTORNEYS** agree to designate Allen D. Porter, Esq. as the lead attorney for the **BOARD**.

3. **PRINCETON** agrees to compensate the **ATTORNEYS** at a billing rate of \$200.00 per hour for routine and escrow legal services and \$205.00 per hour for litigation. The **ATTORNEYS** shall also be reimbursed for out-of-pocket expenses such as filing fees, etc.

4. **PRINCETON** and **ATTORNEYS** agree that the **ATTORNEYS** shall not bill **PRINCETON** for a sum in excess of the amount appropriated for said legal services by Princeton in the 2013 Operating Budget during the calendar year 2013 without further authorization from the **BOARD** and **PRINCETON**.

5. The **ATTORNEYS** agree that they shall coordinate their representation of the **BOARD** through Planning Director Lee O. Solow, P.P./A.I.C.P.

6. To the degree that legal services provided by the **ATTORNEY** for the **BOARD** relate to a specific land use development application considered by the **BOARD** and said services are appropriately chargeable to an escrow deposit account established by an applicant before the **BOARD**, then said **ATTORNEYS** shall bill their time to said escrow account in accordance with the provisions of *N.J.S.A. 40:55D-53.2 et seq.*

7. The parties hereby incorporate into this Agreement, the attached Affirmative Action/Non Discrimination Addendum per attached Exhibit A.

8. The **ATTORNEYS** agrees to file with **PRINCETON** Chief Financial Officer their New Jersey Business Registration Certificate as required by P.L. 2004, c. 57 of the Laws of the State of New Jersey per attached Exhibit B.

9. The **ATTORNEYS** shall comply with the requirements of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.7*, per attached Exhibit C.

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

ATTEST:

, Secretary

ATTEST:

**PRINCETON PLANNING
BOARD**

By: _____
, Chairperson

**MILLER PORTER MULLER,
PC**

By: _____
Allen D. Porter, Esq.

EXHIBIT A

**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 B

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 C

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

RESOLUTION

APPOINTMENT
OF PLANNING
BOARD
ATTORNEY

RESOLUTION OF
PLANNING BOARD OF PRINCETON
MERCER COUNTY, NEW JERSEY

WHEREAS, pursuant to the Municipal Land Use Law section 40:55D-24 the Planning Board shall appoint legal counsel, other than the municipal attorney, and;

WHEREAS, the law firm of Miller, Porter, & Muller, PC, by Allen D. Porter, Esq., has been hired to serve as legal counsel to the Planning Board of Princeton, from January 1, 2013 through December 31, 2013, and;

WHEREAS, a professional service agreement for Miller, Porter, & Muller, PC shall be requested from the governing body, and;

NOW THEREFORE BE IT RESOLVED that Miller, Porter, & Muller, PC is hereby appointed as legal counsel to the Planning Board of Princeton and is hereby authorized and directed to perform the functions assigned to said position.

This 17th day of
January, 2013



Ilene Cutroneo, Secretary

RESOLUTION

**APPOINTMENT
OF PLANNING
BOARD
ATTORNEY**

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: aporter@upmglaw.com

January 9, 2013

Ilene Cutronco
Princeton Planning Board
400 Witherspoon Street
Princeton, New Jersey 08540

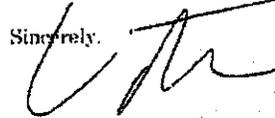
Re: 2013 Planning Board Billing Rates

Dear Ilene:

You asked me to provide you with our requested billing rates for 2013. Our rates since 2009 have been \$200.00 per hour for retainer and escrow charges and \$205.00 per hour for litigation matters. Our requested 2013 billing rates will continue to be these same rates.

Please contact me should you require any additional information.

Sincerely,



Allen D. Porter

ADP:rw

2013

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made on the 11th day of February, 2013, by and between the **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**, One Palmer Square, Suite 540, Princeton, New Jersey 08540 (hereinafter referred to as the "**ATTORNEYS**").

WITNESSETH:

WHEREAS, the **PRINCETON PLANNING BOARD** (hereinafter referred to as "**BOARD**") requires legal services for the calendar year 2013; and

WHEREAS, said **BOARD**, pursuant to *N.J.S.A. 40:55D-24*, may employ on an annual basis, legal counsel; and

WHEREAS, the **BOARD**, by Resolution has appointed **ATTORNEYS** as its legal counsel for 2013 pursuant to the provisions of the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, and recommends having **PRINCETON** award a Professional Services Contract to the **ATTORNEYS** without competitive bidding.

NOW, THEREFORE, IT IS AGREED, between **PRINCETON** and the **ATTORNEYS** as follows:

1. The **BOARD** has heretofore appointed the **ATTORNEYS** to serve as legal counsel to the **BOARD** for the calendar year 2013.
2. The **ATTORNEYS** agree to designate Allen D. Porter, Esq. as the lead attorney for the **BOARD**.

3. **PRINCETON** agrees to compensate the **ATTORNEYS** at a billing rate of \$200.00 per hour for routine and escrow legal services and \$205.00 per hour for litigation. The **ATTORNEYS** shall also be reimbursed for out-of-pocket expenses such as filing fees, etc.

4. **PRINCETON** and **ATTORNEYS** agree that the **ATTORNEYS** shall not bill **PRINCETON** for a sum in excess of the amount appropriated for said legal services by Princeton in the 2013 Operating Budget during the calendar year 2013 without further authorization from the **BOARD** and **PRINCETON**.

5. The **ATTORNEYS** agree that they shall coordinate their representation of the **BOARD** through Planning Director Lee O. Solow, P.P./A.I.C.P.

6. To the degree that legal services provided by the **ATTORNEY** for the **BOARD** relate to a specific land use development application considered by the **BOARD** and said services are appropriately chargeable to an escrow deposit account established by an applicant before the **BOARD**, then said **ATTORNEYS** shall bill their time to said escrow account in accordance with the provisions of *N.J.S.A. 40:55D-53.2 et seq.*

7. The parties hereby incorporate into this Agreement, the attached Affirmative Action/Non Discrimination Addendum per attached Exhibit A.

8. The **ATTORNEYS** agrees to file with **PRINCETON** Chief Financial Officer their New Jersey Business Registration Certificate as required by P.L. 2004, c. 57 of the Laws of the State of New Jersey per attached Exhibit B.

9. The **ATTORNEYS** shall comply with the requirements of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.7*, per attached Exhibit C.

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

ATTEST:

, Secretary

ATTEST:

**PRINCETON PLANNING
BOARD**

By: _____
, Chairperson

**MILLER PORTER MULLER,
PC**

By: _____
Allen D. Porter, Esq.

EXHIBIT A

**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 B

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 C

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

RESOLUTION

APPOINTMENT
OF PLANNING
BOARD
ATTORNEY

RESOLUTION OF
PLANNING BOARD OF PRINCETON
MERCER COUNTY, NEW JERSEY

WHEREAS, pursuant to the Municipal Land Use Law section 40:55D-24 the Planning Board shall appoint legal counsel, other than the municipal attorney, and;

WHEREAS, the law firm of Miller, Porter, & Muller, PC, by Allen D. Porter, Esq., has been hired to serve as legal counsel to the Planning Board of Princeton, from January 1, 2013 through December 31, 2013, and;

WHEREAS, a professional service agreement for Miller, Porter, & Muller, PC shall be requested from the governing body, and;

NOW THEREFORE BE IT RESOLVED that Miller, Porter, & Muller, PC is hereby appointed as legal counsel to the Planning Board of Princeton and is hereby authorized and directed to perform the functions assigned to said position.

This 17th day of
January, 2013



Ilene Cutroneo, Secretary

RESOLUTION

APPOINTMENT
OF PLANNING
BOARD
ATTORNEY

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

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

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

January 9, 2013

Irene Cutroneo
Princeton Planning Board
400 Witherspoon Street
Princeton, New Jersey 08540

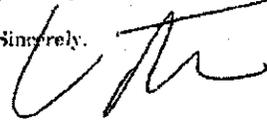
Re: 2013 Planning Board Billing Rates

Dear Irene:

You asked me to provide you with our requested billing rates for 2013. Our rates since 2009 have been \$200.00 per hour for retainer and escrow charges and \$205.00 per hour for litigation matters. Our requested 2013 billing rates will continue to be these same rates.

Please contact me should you require any additional information.

Sincerely,



Allen D. Porter

ADP:rw

2013

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this day of , 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 **KAREN L. CAYCI, ESQ., HERBERT, VAN NESS, CAYCI & GOODELL, P.C.**, Suite 114, Building 4, 3131 Princeton Pike, Lawrenceville, New Jersey 08648 (hereinafter referred to as "**ATTORNEY**").

WITNESSETH:

WHEREAS, the Planning Board of Princeton requires during 2013 the services of Special Legal Counsel from time to time when the Board Attorney has a conflict of interest; and

WHEREAS, the Planning Board of Princeton recommends the appointment of the **ATTORNEY** to serve as the Board Special Counsel; and

WHEREAS, **PRINCETON** has adopted a Resolution authorizing the award of a Contract for Professional Services to the **ATTORNEY** to serve as Special Counsel as requested by the Regional Planning Board of Princeton without competitive bidding pursuant to *N.J.S.A. 40A:11-1 et seq.*

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

1. **PRINCETON** for and on behalf of the Planning Board of Princeton hereby appoint the **ATTORNEY** to serve as Special Legal Counsel to said Board for the calendar year 2013.

2. **PRINCETON**, through the Planning Board of Princeton shall compensate the **ATTORNEY** at the 2013 rate of \$165.00 per hour for routine, escrow and litigation services to serve as Special Counsel. Additionally, out of pocket expenses shall be reimbursed by the Planning Board to the **ATTORNEY**.
3. As requested, the **ATTORNEY** will assist with the review and processing of all land development applications coming before the Princeton Planning Board for which said Board requires special Conflict Counsel services. Additionally, the **ATTORNEY** shall be available to the Planning Board to provide legal services not specifically related to a given land development application as specifically required by the Planning Board through the Director of Planning.
4. For all of the **ATTORNEY**'s work associated with land development applications, no work shall be undertaken nor completed until specifically authorized by the Director of Planning. No Certificate of Availability of Funds by the **PRINCETON** Chief Financial Officer is required at this time since services will not be requested until sufficient escrow funds have been received in the appropriate land development escrow account for the **ATTORNEY**'s work.
5. The **ATTORNEY** shall prepare and submit to the Planning Board Administrative Coordinator on a monthly basis an itemized statement setting forth the professional legal time spent, hourly rate for said professionals and reimbursable direct expenses. A brief description of the work completed on each matter shall also be submitted. Separate invoices shall be prepared by the **ATTORNEY** for each development application. **PRINCETON**, through the Planning Board, will bill against the various

land development escrow deposits for the specific work performed by the ATTORNEY on given land development applications. Copies of all invoices shall be furnished by the ATTORNEY to the land development applicants pursuant to *N.J.S.A. 40:55D-53.1 et seq.*

7. PRINCETON and ATTORNEY hereby incorporate into this Contract the mandatory affirmative action language as set forth in the attached Exhibit A.
8. The ATTORNEY shall submit to PRINCETON's Chief Financial Officer its New Jersey Business Registration Certificate, a copy of which is attached hereto as Exhibit B.
9. The ATTORNEY shall comply with the requirements of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.7*, per attached Exhibit C.
10. The ATTORNEY shall submit to the Planning Board Administrative Coordinator a copy of the ATTORNEY's Professional Liability Insurance Certificate naming the Planning Board of Princeton as an additional insured.

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

ATTEST:
the

Linda S. McDermott, Clerk

ATTEST:

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

By: _____
Liz Lempert, Mayor

**HERBERT, VAN NESS, CAYCI &
GOODELL, P.C.**

By: _____
Karen L. Cayci, Esq.

EXHIBIT A

**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 B

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 C

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

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor and Council of Princeton

From: Edwin W. Schmierer, Esq.
Princeton Attorney

Date: February 6, 2013 

Re: **Resolution and Professional Services Agreement: SWM Consulting: Regional Detention Basin NJDEP Report**

Princeton has a Regional Detention Basin adjacent to the Griggs Farm development. Every ten (10) years, the dam must be inspected and a Dam Inspection Report submitted to the NJDEP Bureau of Dam Safety & Flood Control.

Princeton Engineer Robert V. Kiser, P.E. has received a proposal from Storm Water Management Consulting, LLC to undertake and complete these services for a fee not-to-exceed three thousand five hundred (\$3,500.00) dollars.

I have, therefore, prepared and attach hereto a proposed Resolution and Professional Services Agreement for your consideration at your meeting on February 11, 2013.

EWS:jv
attachs.

cc: Robert W. Bruschi, Administrator (w/attachs.)
Kathy Monzo, Assistant Administrator/CFO (w/attachs.)
Linda S. McDermott, Clerk (w/attachs.)
Deanna L. Stockton, P.E., Assistant Engineer4r (w/attachs.)

V:\2013\02\06\137570013 Agreement\MasonGriffin&Pierson - Resolution & Professional Services Agreement - SWM Consulting - Regional Detention Basin NJDEP Report\20130206

COUNTY OF MERCER

PRINCETON

STATE OF NEW JERSEY

RESOLUTION

WHEREAS, there exists a need for professional engineering services to perform an inspection of Princeton Regional Detention Basin G Dam and file a report concerning same with the New Jersey Department of Environmental Protection's Bureau of Dam Safety & Flood Control; 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 Princeton Council, as follows:

1. The Mayor and Clerk of Princeton are hereby authorized and directed to enter into an Agreement with SWM Consulting, 1108 Old York Road, P.O. Box 727, Ringoes, New Jersey 08551 for a sum not-to-exceed three thousand five hundred (\$3,500.00) dollars to inspect Princeton Regional Detention Basin G and prepare and file the required NJDEP Dam Inspection Report concerning said facility. The Agreement by this Resolution is on file in the Office of the Municipal 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 profession 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 the Township of Princeton, do hereby certify that the above Resolution was adopted by the Princeton Council at its regular meeting held on the 11th day of February, 2013.

Linda S. McDermott, Clerk
Princeton

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 11th day of February, 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 SWM CONSULTING, LLC, 1108 Old York Road, P. O. Box 727, Ringoes, New Jersey 08551-0727 (hereinafter referred to as "SWM") (Federal I.D. No. 22-3014236).

WITNESSETH:

WHEREAS, PRINCETON requires professional engineering services to inspect and prepare an NJDEP report concerning the Princeton Regional Detention Basin G Dam; and

WHEREAS, PRINCETON had adopted a Resolution authorizing a Professional Services Agreement with SWM as permitted by the provisions of the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, in order to undertake and complete this work.

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

1. PRINCETON hereby retains SWM to inspect the dam within Princeton Regional Detention Basin G and prepare and file with NJDEP's Bureau of Dam Safety & Flood Control a Formal Dam Inspection Report. The nature and scope of services to be provided by SWM are as set forth in the SWM proposal dated January 24, 2013, a copy of which is attached hereto as Exhibit A and made a part hereof.

2. PRINCETON agrees to compensate SWM for undertaking and completing the inspection and filing the required report for a sum not-to-exceed three thousand five hundred (\$3,500.00) dollars.

3. The work authorized by this Agreement shall be coordinated through the Office of the Princeton Engineer.
4. SWM shall keep its New Jersey Business Registration Certificate current and on file with the Princeton Chief Financial Officer until the work provided for herein is complete. The current Certificate for SWM is attached hereto as Exhibit B.
5. The parties hereby incorporate by reference into this Agreement the Affirmative Action/Non-Discrimination Addendum attached as Exhibit C.
6. SWM 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 set forth on Exhibit D attached.

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

ATTEST:

Linda S. McDermott, Clerk

Gail A. Skupien, Secretary

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

By: _____
Liz Lempert

SWM CONSULTING, LLC

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

SWM Consulting

Joseph J. Skupien, PE, PP

Storm Water Management Consulting, LLC
1108 Old York Road, P.O. Box 727, Ringoes, NJ 08551
Phone: 908-806-7700 Fax: 908-806-7721

President

January 24, 2013

Mr. Robert V. Kiser, PE
Princeton Engineer
400 Witherspoon Street
Princeton, New Jersey 08540-3496

Re: Proposal for Professional Engineering Services
Regional Basin Site G Dam
Formal Dam Inspection and Report to NJDEP

Dear Mr. Kiser:

On behalf of **Storm Water Management Consulting, LLC**, I am pleased to present this proposal to conduct a **Formal Dam Inspection** of the **Regional Basin Site G Dam** in Princeton Township. This inspection will be performed in accordance with the **Formal Dam Inspection** requirements contained in the **Dam Safety Standards (NJAC 7:20)** of the **New Jersey Department of Environmental Protection (NJDEP)**. These Standards require a **Formal Inspection** of **Class II Dams** such as **Site G Dam** to be performed every ten years. Following the inspection, which will include a visual inspection of the Dam and a review of its design and maintenance records including those on file with the NJDEP, a **Formal Dam Inspection Report** will be prepared and submitted to the NJDEP's Bureau of Dam Safety & Flood Control. A copy of the Report will also be sent to Princeton.

Storm Water Management Consulting, LLC proposes to perform the services described above 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 one hundred sixty dollars (\$160.00). Travel expenses will be charged at a rate of \$0.50 per mile. All other expenses will be charged at cost. At this time, we estimate that the maximum charge to complete the **Formal Inspection** of the Dam and prepare and submit the **Formal Inspection Report** as described above will be three thousand five hundred dollars (\$3,500.00). As such, this amount will not be exceeded without prior authorization by Princeton.

Thank you for this opportunity to assist Princeton in this important dam safety matter. Please feel free to contact me with any questions you may have regarding our proposal.

Yours truly,

Storm Water Management Consulting, LLC

A handwritten signature in black ink, appearing to read "J. Skupien". The signature is stylized with large, overlapping loops for the letters "J" and "S".

Joseph J. Skupien, PE, PP
President

cc: Deanna Stockton, PE

EXHIBIT B

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.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TRADE NAME: STORM WATER MANAGEMENT CONSULTING, LLC

TAXPAYER IDENTIFICATION NUMBER: 0000000000

ISSUANCE DATE: 10/01/2014

ADDRESS: 100 OLD YORK ROAD, SUITE 100, HUNTSVILLE, NJ 08831

EFFECTIVE DATE: 10/01/2014

ISSUANCE NUMBER: 0000000000

ISSUANCE DATE: 10/01/2014

EXHIBIT C

**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.

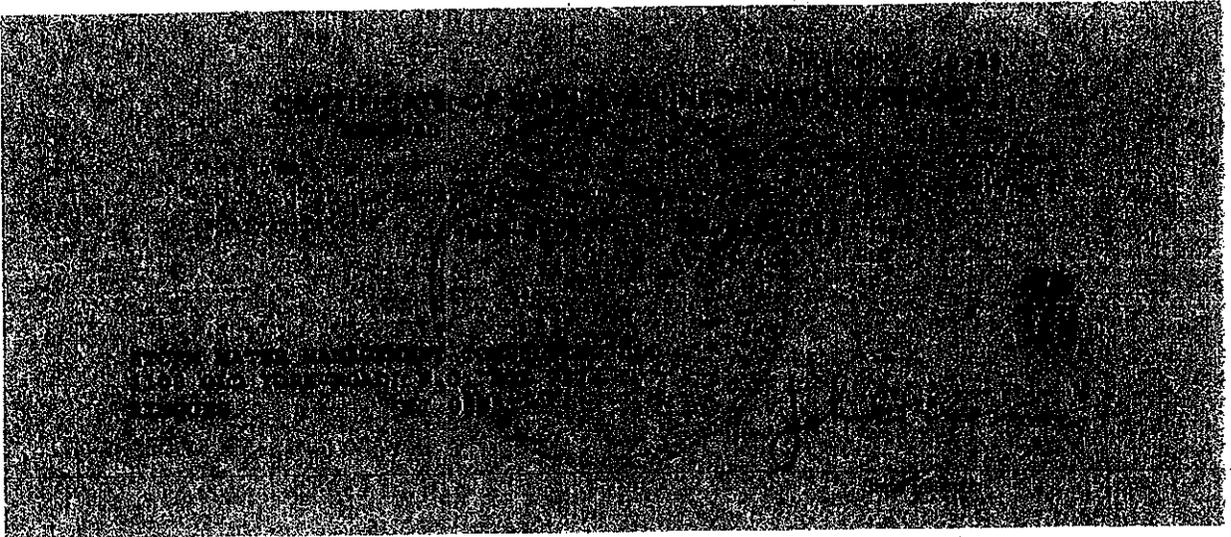


EXHIBIT D

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



Municipality of Princeton

Municipal Building
400 Witherspoon Street
Princeton, NJ 08540-3496

Department of Community Development
Office of the Engineer
Telephone (609)921-7077
Fax: (609) 688-2027

ROBERT V. KISER, P.E.
Municipal Engineer

MEMORANDUM

TO: Robert Bruschi, Administrator
FROM: Robert V. Kiser, P.E., Municipal Engineer
DATE: February 5, 2013

SUBJECT: DETENTION BASIN G FORMAL DAM SAFETY INSPECTION
Storm Water Management Consulting, LLC –
Professional Service Agreement NTE \$3,500

Attached herewith please find a proposal from Storm Water Management Consulting, dated January 16, 2012, to provide inspection services at Detention Basin G. In accordance with Dam Safety Standards (N.J.A.C 7:20), a formal inspection of Class II dams must be completed every 10 years, and regular inspections every 2 two years. A regular inspection was completed in 2010, and Dam Safety has issued the attached reminder notice.

In consideration of the above, it is recommended that Princeton enter into a supplemental professional services agreement with Storm Water Management Consulting in the not to exceed amount of \$3,500.00 for the services specified.

Please contact either myself or Deanna L. Stockton, P.E., Assistant Engineer, if you have any questions.

Robert V. Kiser, P.E., Township Engineer

Attachments

RVK/dls

c: Linda McDermott, Clerk
Edwin W. Schmierer, Attorney
Sandra Webb, Chief Finance Officer
Deanna Stockton, P.E., Assistant Engineer
Rosanna Roberto, Bookkeeper/Secretary

SWM Consulting

Joseph J. Skupien, PE, PP

Storm Water Management Consulting, LLC
1108 Old York Road, P.O. Box 727, Ringoes, NJ 08551
Phone: 908-806-7700 Fax: 908-806-7721

President

January 24, 2013

Mr. Robert V. Kiser, PE
Princeton Engineer
400 Witherspoon Street
Princeton, New Jersey 08540-3496

Re: Proposal for Professional Engineering Services
Regional Basin Site G Dam
Formal Dam Inspection and Report to NJDEP

Dear Mr. Kiser:

On behalf of **Storm Water Management Consulting, LLC**, I am pleased to present this proposal to conduct a Formal Dam Inspection of the Regional Basin Site G Dam in Princeton Township. This inspection will be performed in accordance with the Formal Dam Inspection requirements contained in the Dam Safety Standards (NJAC 7:20) of the New Jersey Department of Environmental Protection (NJDEP). These Standards require a Formal Inspection of Class II Dams such as Site G Dam to be performed every ten years. Following the inspection, which will include a visual inspection of the Dam and a review of its design and maintenance records including those on file with the NJDEP, a Formal Dam Inspection Report will be prepared and submitted to the NJDEP's Bureau of Dam Safety & Flood Control. A copy of the Report will also be sent to Princeton.

Storm Water Management Consulting, LLC proposes to perform the services described above 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 one hundred sixty dollars (\$160.00). Travel expenses will be charged at a rate of \$0.50 per mile. All other expenses will be charged at cost. At this time, we estimate that the maximum charge to complete the Formal Inspection of the Dam and prepare and submit the Formal Inspection Report as described above will be three thousand five hundred dollars (\$3,500.00). As such, this amount will not be exceeded without prior authorization by Princeton.

Thank you for this opportunity to assist Princeton in this important dam safety matter. Please feel free to contact me with any questions you may have regarding our proposal.

Yours truly,

Storm Water Management Consulting, LLC

A handwritten signature in black ink, appearing to read "J. Skupien". The signature is stylized with large, overlapping loops for the letters.

Joseph J. Skupien, PE, PP
President

cc: Deanna Stockton, PE



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF ENGINEERING & CONSTRUCTION
BUREAU OF DAM SAFETY & FLOOD CONTROL
Mail Code 501-01A

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

PO Box 420, Trenton, NJ 08625-0420
Telephone: 609-984-0859 Fax: 609-984-1905

January 15, 2013

Township of Princeton
369 Witherspoon Street
Princeton, NJ 08540-3496

Re: Princeton Township Regional Basin G Dam, NJ Dam File No. 28-134
Princeton Borough, Mercer County

Dear Owner/Operator(s):

A review of the Department of Environmental Protection's (Department) files indicates you are now overdue for submission of a dam safety visual inspection report to the Department as required by the Dam Safety Standards, N.J.A.C. 7:20-1.11.

In view of the above, under provisions of the Safe Dam Act (N.J.S.A. 58:4-1 et seq.), you, as owner/operator of this dam, are hereby ordered to submit the required dam safety inspection report for this dam, completed by a New Jersey-licensed professional engineer experienced in the design and construction of dams by **April 15, 2013**. Please note this order does not relieve you of any other order or request for information which may be due to this office in connection with the safety/rehabilitation of this structure. A copy of the Department's Guidelines for the Inspection of Existing Dams is available as a Microsoft Word Document which may be downloaded from the Department's web site at www.state.nj.us/dep/damsafety.

Failure to **submit** this report to our office by the stated deadline will result in the issuance of a Notice of Administrative Penalty and Offer of Settlement (NVOS) with corresponding monetary penalties. No further extensions will be considered. In addition to the imposition of monetary penalties, an Order to drain the impoundment and remove the dam may also be issued.

Should you have any questions regarding this matter, please contact this office at 609-984-0859.

Sincerely,

John H. Moyle, P.E., Manager
Bureau of Dam Safety and Flood Control

JAN 17 2013



Municipality of Princeton

*Municipal Building
400 Witherspoon Street
Princeton, NJ 08540-3496*

*Department of Community Development
Office of the Engineer
Telephone (609)921-7077
Fax: (609) 688-2027*

ROBERT V. KISER, P.E.
Municipal Engineer

MEMORANDUM

TO: Robert Bruschi, Administrator
FROM: Deanna Stockton, P.E., Assistant Engineer
DATE: February 6, 2013

**SUBJECT: FY 2013 NATIONAL RECREATIONAL TRAILS GRANT APPLICATION
Acquisition of Trail Maintenance and Creation Equipment in
Conjunction with Friends of Princeton Open Space**

Please find attached an application that is being jointly made by the Friends of Princeton Open Space and the Princeton Engineering Department in relation to the above grant program.

This application is being made to purchase equipment that would be utilized to maintain the Township's current thirty two (32) miles of multi-use pathways in the Princeton community. The Friends of Open Space and the Township of Princeton have worked as partners for over thirty (30) years in acquiring open space and extending trail systems to many areas within the former Township. The addition of this trail system maintenance equipment will go a long way in assuring that the trails are properly maintained and available for all to enjoy for many years in the future.

Thank you for your consideration of this request. Please contact either myself or Robert V. Kiser, P.E., Municipal Engineer, if you have any questions.

Deanna Stockton, P.E., Assistant Engineer

Attachments

DLS/dls

c: Linda McDermott, Clerk
Edwin W. Schmierer, Attorney
Sandra Webb, Chief Finance Officer
Robert V. Kiser, P.E., Municipal Engineer
Rosanna Roberto, Bookkeeper/Secretary
Wendy Mager, Esq., Friends of Princeton Open Space

Princeton
County of Mercer, State of New Jersey

RESOLUTION

WHEREAS, the National Recreational Trails Program, a part of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), provides monies to states for developing and maintaining trails and trail facilities; and

WHEREAS, an amount of \$1,000,000 is anticipated to be made available to state, county and local governments through a grant program to be administered by the Department of Environmental Protection's Green Acre Program; and

WHEREAS, the joint application for trail maintenance equipment by Princeton Township and the Friends of Princeton Open Space was not selected to receive a National Recreational Trails grant in FY 2012; and

WHEREAS, Princeton and the Friends of Princeton Open Space has prepared an updated joint grant application in the amount of \$22,400.000 to acquire a Mini Track Loader and accessories for the purpose of trail construction and maintenance in various areas of Princeton including the Princeton Ridge Preserve; and

WHEREAS, Princeton agrees to comply with the grant requirement to provide a twenty percent match in the not to exceed amount of \$5,600.00; and

WHEREAS, Princeton wishes to endorse and support this grant application.

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

1. The Council of Princeton endorses and supports this application, which provides for the acquisition of equipment for trail maintenance and creation.
2. Said Council urges the Department of Environmental Protection's Green Acre Program to fund said project by approving Princeton's grant application in the sum of \$22,400.00.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, hereby certify that the foregoing resolution was adopted by the Council of Princeton at its meeting held on the 11th day of February, 2013.

Linda S. McDermott
Clerk of Princeton

**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM**

2013 RECREATIONAL TRAILS GRANT PROGRAM APPLICATION

| Applicant: | | The Municipality Of Princeton, New Jersey And Friends Of Princeton Open Space | | | |
|---|---|---|-----------------------|--|-------------------------------------|
| Project Name: | | Acquisition Of Trail Maintenance Equipment | | | |
| Contact person: | | Deanna Stockton, P.E., Assistant Engineer | | | |
| Address | | 400 Witherspoon Street | | | |
| City | Princeton | State | NJ | ZIP | 08540 |
| Telephone | | (609) 921-7077 | | | |
| Email | | dstockton@princetonnj.gov | | | |
| Employer FID number | | 30-0746654 (Press F1 for help) | | | |
| Applicant Type: (check all that apply) | | | | | |
| <input type="checkbox"/> | Federal Agency | <input type="checkbox"/> | State Agency | | |
| <input type="checkbox"/> | County Government | <input checked="" type="checkbox"/> | Municipal Government | | |
| <input checked="" type="checkbox"/> | Nonprofit Organization | | | | |
| Project location: | | | | | |
| Municipality | Princeton | Tax block/lot | N/A | | |
| County | Mercer | US Congressional District | 12 | | |
| Land classification: (check all that apply) | | | | | |
| <input checked="" type="checkbox"/> | Public | <input type="checkbox"/> | Private with easement | <input type="checkbox"/> | Private anticipating easement/lease |
| Target dates for implementation: | | Project start date | September 1, 2013 | | |
| | | Project completion date | | | |
| Project cost: (maximum grant for non-motorized projects is \$24,000) | | | | | |
| Itemized Cost | State Grant \$ | Match | | Note: Total of all matches must be a Minimum 20% of the Total project cost | |
| | | Cash/Supplies/Services | Labor | TOTALS | |
| Labor: | | | | \$0.00 | |
| Volunteer Labor: | | | | \$0.00 | |
| Materials: | | | | \$0.00 | |
| Informational Signs: | | | | \$0.00 | |
| Equipment Rental: | | | | \$0.00 | |
| Tool Purchase: | \$22,400.00 | \$5,600 | | \$28,000.00 | |
| Other (specify): | | | | \$0.00 | |
| | \$22,400.00 Total Grant Amount Requested | \$5,600.00 | \$0.00 | \$28,000.00 Total Project Cost | |
| | | \$5,600.00 Total Match Amount | | Match is 20% of total | |

Project description: (MAX 500 words – press F1 for help)

This application, submitted jointly with Friends of Princeton Open Space, LLC (FOPOS), requests funding for the acquisition of a Mini Track Loader and accessories for the loader. Accessories include a ride on platform, backhoe and bucket. The proposed equipment will be utilized by the Princeton Public Works Department and FOPOS volunteers to create and maintain trails in various areas of Princeton including the Princeton Ridge Preserve. Various organizations including D&R Greenway, FOPOS, SBMWA, NJ Conservation Foundation, Mercer County, and the municipality of Princeton have joined together to support the development of a stewardship plan for this environmentally sensitive section of the community. The acquisition of this equipment will help enable the stewardship plan to proceed.

The newly consolidated community of Princeton, New Jersey has a vibrant college, residential and commercial / business center in the downtown, which is surrounded by rural residential developments and more than 1,200 acres of scenic wooded open space (per the attached Open Space Inventory). Over sixty (60) miles of trails and multi-use pathways, and 70 miles of walkways, promote access to these open space areas.

The equipment will be housed in an existing Public Works shed at the Barbara Smoyer Park and will be used primarily in the northern municipal parks and open space including:

- The Princeton Ridge Preserve – This preserve is approximately 460 acres in size and is located in the northeastern region of Princeton. It encompasses Autumn Hill Reservation, Herrontown Woods, Van Dyke – Wight Woods, Hilltop Park, Barbara Smoyer Park, and various other lands.
- The Mountain Lakes Preserve – This 75-acre nature preserve and its 300 adjoining acres is considered to be Princeton’s “Central Park”. The site is listed on the National and State Registers of Historic Places due to its ice production and storage industry in the late 1800s and early 1900s. The Preserve is also protected under a permanent conservation easement by the Nature Conservancy, assigned to FOPOS.

Many of the trails at Mountain Lakes Preserve and elsewhere in Princeton have been adversely impacted by major storms that have caused flooding, erosion and blowdowns of numerous trees. Some new trail connections have been made over the last year and a half; however, many more are needed to detour around downed trees and washed out areas. Stream crossings have been washed away and trails need to be restored with the use of stones, gravel, logs and other construction materials because of the extensive erosion. The equipment would be used for removing parts of trees and transporting and spreading heavy stones, gravel and soil to locations that are otherwise inaccessible, as well as dealing with piles of rocks, dirt, tree roots or debris that are interfering with the use of our many trails.

The estimated project cost for the purchase of the Mini Track Loader and accessories is \$28,000.00. Princeton is requesting a grant in the amount of \$22,400.00 with the municipality providing the required 20% match of \$5,600.00.

Project purpose: (check all that apply)

| | |
|--|---|
| Trail project linkage | <input type="checkbox"/> Links to population center <input checked="" type="checkbox"/> Links to other trails <input type="checkbox"/> Links to other trails and population centers <input type="checkbox"/> Links to trails in the New Jersey trails system <i>(Press F1 for a link to the NJ Trails Plan)</i> |
| Length of trail or trail system affected | <input type="checkbox"/> less than ½ mile <input type="checkbox"/> ½ - 3 miles <input type="checkbox"/> 3 - 5 miles <input checked="" type="checkbox"/> 5 or more miles |
| Partnerships involved or included in project | <input checked="" type="checkbox"/> 1 partnership <input type="checkbox"/> 2 partnerships <input type="checkbox"/> 3 partnerships <input type="checkbox"/> 4 partnerships <i>(organizations, volunteer groups, agency partners, etc.)</i> |
| Trail creation and designation | <input type="checkbox"/> Creates a new trail or section of trail <input type="checkbox"/> Improves an unofficial trail and includes it in agency's official trail system <input checked="" type="checkbox"/> Improves an unofficial trail, includes in agency's official trail system, and creates new section |
| Designation to the NJ Trails System | <input type="checkbox"/> Trail(s) in the project connect to NJ Trails System or trails <input type="checkbox"/> Trail(s) in the project are part of the NJ Trails System |
| Multiple uses | <input checked="" type="checkbox"/> Hiking <input checked="" type="checkbox"/> Bicycling <input type="checkbox"/> Horseback riding <input type="checkbox"/> Cross Country skiing <input type="checkbox"/> Disabled <input type="checkbox"/> Aquatic |
| Municipality | <input type="checkbox"/> Urbanized area <input type="checkbox"/> Urban Aid Community <i>(Press F1 for link to complete list)</i> |
| Trail links | <input checked="" type="checkbox"/> Project area links to some cultural/historical features <input type="checkbox"/> Project area located in significant viewshed |
| Disabled access | <input type="checkbox"/> Some accessibility improvement <input type="checkbox"/> Entire project area is ADA accessible |
| Innovativeness | <input type="checkbox"/> Innovative use/design/development |
| Trail restoration | <input checked="" type="checkbox"/> Project provides for the restoration of an existing trail |
| Previous awards | <input checked="" type="checkbox"/> Project did NOT receive a Recreational Trails Program Grant in the prior fiscal year |
| Importance | <input checked="" type="checkbox"/> Project is necessary for erosion control <input checked="" type="checkbox"/> Project is necessary for maintenance <input type="checkbox"/> Project is necessary for endangered/threatened species protection |
| Improvements | <input type="checkbox"/> Signage improvement <input type="checkbox"/> Interpretation improvement |

| | | | |
|--|--|-------------------------------------|------------------------------|
| provided by project | <input checked="" type="checkbox"/> Ease of entry improvement | | |
| Compatibility | <input type="checkbox"/> Project is detrimental to surrounding land use <input checked="" type="checkbox"/> Project is compatible with the landscape and surrounding land/trail use | | |
| Applicant prior performance | <input type="checkbox"/> Prior approved project cancelled <input checked="" type="checkbox"/> Prior approved project completed | | |
| Resource sharing/regional impact | <input checked="" type="checkbox"/> Project allows for sharing of resources/equipment between a number of sites or entities <input type="checkbox"/> Project has a regional impact | | |
| Blue trails | <input type="checkbox"/> Project is physically contiguous to a lake, canal, navigable river, marine or other coastal waterbody and provides direct access | | |
| New applicant | <input type="checkbox"/> Applicant has never applied for a Recreational Trails Program grant before | | |
| Length of trail uses: <i>(Include all uses that apply with the length of trail miles affected, to the nearest 1/2 mile.)</i> | | | |
| Hiking | | 32.0 | Skating |
| Bicycling | | 22.0 | Cross-country skiing |
| Equestrian | | | Motorized recreation |
| Fitness | | | Aquatic activity |
| Disabled-mobility /sensory | <i>(Press F1 for help)</i> | | |
| Attachments: (check all that apply) | | | |
| <input checked="" type="checkbox"/> | Project map / Illustration | <input checked="" type="checkbox"/> | IRS non-profit status letter |
| <input type="checkbox"/> | Proof site open to public | <input type="checkbox"/> | Permits required |

PLEASE NOTE

INCOMPLETE OR LATE APPLICATIONS WILL NOT BE CONSIDERED

APPLICATIONS MUST BE SUBMITTED BY FEBRUARY 15, 2013

OPEN SPACE INVENTORY

1996 PRINCETON COMMUNITY MASTER PLAN
 OPEN SPACE - APPENDIX C
 Adopted 11/10/11

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| TRACT NAME | BLOCK | LOT | ACREAGE |
|---|-------|------------|---------------|
| PUBLIC OPEN SPACE - State Owned | | | |
| Battlefield Park | 9902 | 19 | 6.60 |
| | | 20 | 7.62 |
| | 10301 | 2-6, 11-15 | 60.18 |
| D & R Canal | 11601 | 2 | 2.52 |
| | 11602 | 2 | 3.56 |
| | 11701 | 2 | 4.08 |
| Morven | 12.01 | 4, 21 | 3.83 |
| Princeton Battle Monument | 12.01 | 17 | 1.70 |
| Drumthwacket | 10001 | 9 | 11.00 |
| Stony Brook | 10201 | 3, 5 | 33.20 |
| | 10102 | 2,3,4.01 | 85.09 |
| TOTAL ACREAGE | | | 219.38 |
| PUBLIC OPEN SPACE - County Owned | | | |
| Herrontown Woods | 2901 | 1 - 3 | 127.78 |
| | 3001 | 7 | 13.98 |
| Mercer County Golf Course | 10201 | 1 | 22.70 |
| Tusculum (portion of) | 5201 | 4.02 | 25.00 |
| TOTAL ACREAGE | | | 189.46 |
| PUBLIC OPEN SPACE - Township Owned | | | |
| Lots abutting Cherry Valley Road | 202 | 14 - 18 | 6.80 |
| Autumn Hill Reservation | 1201 | 1 | 77.05 |
| Woodfield Reservation | 1701 | 2-4 & 8 | 32.76 |
| | 1801 | 1, 4 & 5 | 82.58 |
| | 1901 | 4 | 1.83 |
| | 3401 | 1.01 | 7.49 |
| Barbara Smoyer Park | 3101 | 20.01 | 37.42 |
| John Witherspoon Woods | 3901 | 13 | 41.38 |
| Hilltop Park | 4301 | 2 | 11.30 |

OPEN SPACE INVENTORY

1996 PRINCETON COMMUNITY MASTER PLAN
 OPEN SPACE - APPENDIX C
 Adopted 11/10/11

| Tract Name | Block | Lot | Acreage |
|---|-------|-----------|---------------|
| PUBLIC OPEN SPACE - Township Owned continued | | | |
| Van Dyke Wight | 4503 | 1 & 2 | 33.54 |
| Community Park North | 5201 | 7 & 12-13 | 57.06 |
| | 6901 | 1 | 14.50 |
| Stony Brook (off Brooks Bend) | 6201 | 1 | 27.20 |
| Stony Brook (trolley ROW) | 10102 | 13 | 0.40 |
| Stony Brook (Stone Cliff Road) | 6107 | 7 - 8 | 43.50 |
| Stony Brook (next to Johnson School access) | 6402 | 2 | 8.50 |
| Stony Brook (Rosedale Road) | 8301 | 2 - 3 | 5.12 |
| Community Park South | 6902 | 2 | 26.20 |
| Grover Park | 7401 | 2 - 3 | 6.58 |
| Historic Outlook (Washington Oaks) | 9801 | 4 | 18.98 |
| Stony Brook (near Johnson Park School) | 6402 | 1 | 1.04 |
| Stony Brook (near Washington Oaks) | 9801 | 9 - 10 | 20.06 |
| Stony Brook (adjacent to D & R Canal) | 10201 | 2 | 21.20 |
| Turning Basin Park (canoe launch) | 11501 | 13 | 3.70 |
| | 11301 | 7 - 9 | 6.10 |
| Fieldwood | 701 | 9.85 | 35.50 |
| Greenway Meadows | 8301 | 1.07 | 53.34 |
| Coventry Farm | 3501 | 2.02 | 22.68 |
| | 5201 | 29.14 | 28.43 |
| Gulick Farm | 1502 | 2.02 | 27.57 |
| Tusculum (Cherry Hill Road) | 5201 | 4.04 | 35.00 |
| Bertrand Drive | 3202 | 19 | 3.38 |
| TOTAL ACREAGE | | | 894.80 |
| PUBLIC OPEN SPACE - Borough Owned | | | |
| River Road (located in Township - jointly owned) | 1503 | 2 - 4 | 118.81 |
| Millstone River (River Road - located in Township, jointly owned) | 1504 | 1 - 2 | 34.20 |

OPEN SPACE INVENTORY

1996 PRINCETON COMMUNITY MASTER PLAN
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 Adopted 11/10/11

| Tract Name | Block | Lot | Acreage |
|--|-------|-----------------------|---------------|
| PUBLIC OPEN SPACE - Borough Owned continued | | | |
| Smyth Woods Preserve | 1.01 | 16,17,20, 21,24,25 | 5.46 |
| Smyth Woods Preserve (located in Township) | 8601 | 19 - 22 | 3.60 |
| Palmer Square (Town Green) | 20.02 | 71 | 0.45 |
| Mary Moss Park | 15.02 | 36 | 0.16 |
| Paul Robeson Park | 20.04 | 88 | 0.02 |
| Barbara Sigmund Memorial Park | 30.03 | 99 | 1.01 |
| Potts Playground | 32.08 | 150 | 0.62 |
| Pine Street Park | 33.01 | 85 | 0.06 |
| Quarry Park & Playground | 34.01 | 17 | 4.54 |
| Marquand Park | 35.01 | 4 | 17.20 |
| Veterans Memorial Seat Park | 37.01 | 66 | 0.12 |
| Harrison Street Park | 52.01 | 97 | 3.64 |
| Palmer Square (Tiger Park) | 20.11 | 1 | 0.18 |
| Paul Robeson Place/Wiggins Street | 20.04 | 88 | 0.02 |
| Martin Luther King Memorial | 17.01 | 21 | 0.11 |
| TOTAL ACREAGE | | | 190.20 |
| RESTRICTED PRIVATE OPEN SPACE - Township | | | |
| D & R Greenway | 101 | 4 | 13.18 |
| Herrontown Lane Development | 1101 | 5, 11 | 10.62 |
| The Preserve Development | 2001 | 12, 29 | 7.29 |
| Montadale & Stuart Roads | 2403 | 7 | 2.21 |
| | 2402 | 17 | 2.06 |
| Ross Stevenson Circle | 2601 | 6 | 19.36 |
| | 2602 | 5 | 4.50 |
| Dogwood Hill | 27.01 | 5, 12, 18 | 7.33 |
| Winant - Coventry Farm | 5201 | 29.03 | 89.19 |
| Ross Stevenson/Armstrong Drive | 4202 | 1.8 | 4.08 |
| | 4201 | 8 | 4.38 |
| Brooks Bend | 5002 | 7 | 1.53 |

OPEN SPACE INVENTORY

1996 PRINCETON COMMUNITY MASTER PLAN
 OPEN SPACE - APPENDIX C
 Adopted 11/10/11

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| Tract Name | Block | Lot | Acreage |
|---|-------|------------|---------------|
| RESTRICTED PRIVATE OPEN SPACE - Township | | | |
| Jasna Polana (TPC Golf Course) | 9101 | 1 | 113.52 |
| | 9201 | 1 | 12.44 |
| | 8001 | 5 | 85.52 |
| Andrews Foulet | 5301 | 1,15,30,41 | 32.06 |
| Ettl Farm Development | 6103 | 1 | 19.10 |
| | 6110 | 1 | 3.65 |
| | 6113 | 9 | 8.02 |
| | 6104 | 1 | 1.08 |
| | 6105 | 1 | 11.09 |
| The Glen | 6705 | 1 | 17.23 |
| Russell Estates | 8401 | 1, 19 | 37.10 |
| Constitution Hill | 8501 | 1 | 23.00 |
| Heatherston | 9601 | 1,2,6,24 | 28.39 |
| Princeton Ridge Development | 501 | 3, 10 | 40.70 |
| | 601 | 1 | 32.93 |
| | 602 | 13 | 1.41 |
| | 2201 | 1 | 26.37 |
| | 2402 | 10 | 9.34 |
| | 2402 | 17 | 2.06 |
| | 2501 | 1 | 19.81 |
| | 2502 | 1 | 23.30 |
| Springdale Golf Course | 10701 | 1 | 104.95 |
| Campbell Woods | 4302 | 4 | 9.60 |
| Governors Lane | 5601 | 14 | 7.50 |
| Fieldwood | 701 | 9.54, 9.83 | 1.97 |
| | 702 | 10 | 1.11 |
| | 703 | 20 | 0.98 |
| RushBrook (limited access along path) | 3401 | 1.26 | 5.99 |
| | | 1.27 | 8.68 |
| Gulick Tract | 1502 | 2.01 | 11.61 |
| TOTAL ACREAGE | | | 866.24 |

OPEN SPACE INVENTORY

1996 PRINCETON COMMUNITY MASTER PLAN
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 Adopted 11/10/11

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| Tract Name | Block | Lot | Acreage |
|---|-------|------------|----------------|
| RESTRICTED PRIVATE OPEN SPACE - Borough | | | |
| Queenston Commons | 32.01 | part of 1 | 1.00 |
| Paul Robeson Place/Wiggins Street | 17.01 | 114 | 0.04 |
| Spruce Circle | 34.01 | part of 16 | 0.20 |
| TOTAL ACREAGE | | | 1.24 |
| PRIVATE OPEN SPACE - Open to Public (Township) | | | |
| NJ American Water Tanks (Route 206) | 4101 | part of 1 | *17.74 |
| D & R Greenway (All Saints Church) | 4401 | 3 | 35.00 |
| Institute Woods | 11101 | 1 | 292.46 |
| | 10102 | 1 | 45.94 |
| | 10201 | 6 - 10 | 249.98 |
| Wildlife Refuge | 11101 | 3 | 46.18 |
| Rosedale Road Woods | 6401 | 1 | 14.40 |
| Lake Carnegie | 11601 | 1 | 30.00 |
| | 11602 | 1 | 50.00 |
| | 11701 | 1 | 27.84 |
| NJ Conservation Foundation (Ricciardi Tract) | 5601 | 2, 4 | 14.13 |
| TOTAL ACREAGE | | | 805.93 |
| TOTAL ACREAGE BOROUGH & TOWNSHIP | | | 3167.25 |

Internal Revenue Service
District Director

Department of the Treasury

Date: OCT 26 1983

Friends of Princeton Open Space
One Plamer Square - Suite 520
Princeton, New Jersey 08540

Employer Identification Number:
23-7259355
Accounting Period Ending:
June 30th
Foundation Status Classification:
509(a)(1) and 170(b)(1)(A)
Advance Ruling Period Ends:
June 30, 1988
Person to Contact:
J. Liboff
Contact Telephone Number:
(201) 645-3266

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 509(a)(1) * organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) * status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) * organization.

P. O. Box 260, Newark, NJ 07101

*and 170(b)(1)(A)(vi)

Attachment C

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should call us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than \$10,000.* If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

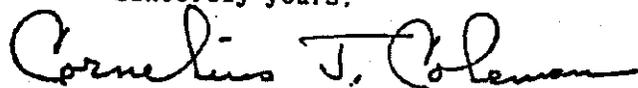
You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Cornelius J. Coleman
District Director

*For the tax years ending on and after December 31, 1982, organizations whose gross receipts are not normally more than \$25,000 are excused from filing Form 990. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990.

Beginning January 1, 1984, unless specifically excepted, you must pay taxes under the Federal Insurance Contribution Act (social security taxes) for each employee who is paid \$100 or more in a calendar year. Lett. 1045(00) (6-77)