

Preventing Addictions...Developing Awareness



MEMORANDUM

**TO: LINDA MC DERMOTT
CLERK**

**FROM: GARY DE BLASIO
CORNER HOUSE EXECUTIVE DIRECTOR
PADA COORDINATOR**

RE: 2013 MUNICIPAL ALLIANCE CONTRACT

DATE: January 24, 2013

Enclosed is the 2013 Municipal Alliances Contract. The total grant funds available to the Princeton Alcohol and Drug Alliance (PADA) through this contract for the coming year are \$28,020. The attached is the original contract and five copies. Please have Mayor Lempert sign all six (in blue ink) as soon as possible. Please return them to me at Corner House.

PADA is a citizens group with broad community representation whose mission is to further awareness of substance abuse issues and reduce alcohol, tobacco, and other drug use through prevention programs and educational outreach activities in Princeton. PADA programs include the Corner House Leadership Institute, the Teen Advisory Group (TAG), the Senior Learning Series, and Growing-up Accepted as an Individual in America (GAIA).

Please feel free to contact me if you have any questions about the contract or need any additional information. Thank you for your assistance with this matter.

COUNTY OF MERCER

This Shared Services Agreement made and entered into on _____ of 2013 between the COUNTY OF MERCER, a body politic of the State of New Jersey, having its principal office located at 640 South Broad Street in the City of Trenton and State of New Jersey, hereinafter referred to as the COUNTY, and the

PRINCETON

having its principal office located at 369 Witherspoon Street, Princeton, New Jersey 08540 and hereinafter referred to as the "CONTRACTOR".

WHEREAS, the County desires that the Contractor perform services of a nature as hereinafter set forth; and,

WHEREAS, the County has determined, after investigation, consultation, and interview, the Contractor is fully qualified to perform and provide such services to and for the County; and,

WHEREAS, the Contractor has acknowledged its desire to provide such services to and for the County in a proper manner and under the terms and conditions as hereinafter set forth; now, therefore,

IN CONSIDERATION, of the mutual promises herein contained, and intending to be legally bound thereby, the parties have agreed as follows:

ARTICLE I

GENERAL CONDITIONS OF PAYMENT

In consideration of the faithful performance by the Contractor of its agreements hereunder, and in conformity with the administrative procedures set forth herein, the County covenants and agrees to pay to the Contractor during the term of this Shared Service Agreement, a maximum sum of \$28,020.00 subject to this amount being included and approved in the 2013 Mercer County budget and the Alliance To Prevent Alcoholism and Drug Abuse Agreement. Payments are to be made in prorated amounts, on a quarterly basis and on receipt of expenditure

reports as submitted by the Contractor and approved by the County.

- a. The Contractor hereby agrees to perform services described in the Program Specifications attached hereto as **ATTACHMENT A**, in the manner and upon the terms therein specified. **ATTACHMENT A**, Program Specifications, is hereby fully incorporated and made part of this Shared Service Agreement.
- b. Contractor shall submit a budget to the County showing how Alliance funds will be Utilized. The budget shall include in the grant, a 25% cash match and a 75% in kind match.

The budget shall be incorporated into this Agreement as **ATTACHMENT B**.
- c. Maintain in accordance with acceptable practices including client confidentiality, etc. uniform records of services described herein and make such records available to the County at any time during the duration of the Shared Service Agreement or thereafter.
- d. Forward quarterly progress reports of services rendered from the inception of this Shared Service Agreement. These reports shall be submitted no later than the tenth day of the month immediately following the end of the quarter concerned.
- e. Maintain adequate financial and/or personnel attendance leave records pertaining to all services described herein as may be rendered and make said records available for inspection by the County and any or all of its agents at any and all reasonable times during the term of this Shared Service Agreement.
- f. Submit expenditure report forms as prescribed and supplied by the County not later than the tenth day of the month immediately following the end of the quarter concerned. Payment by the County will be based on the quarterly expenditure reports submitted.

ARTICLE II

SPECIAL CONDITIONS

- a. The Contractor's status shall be that of an independent principal, and not as an agent or employee of the County.
- b. The Contractor agrees that in the performance of this Shared Service Agreement, it will obey, abide by and comply with all applicable Federal and State statutes and regulations.
- c. The Contractor agrees not to assign this Shared Service Agreement or any monies due hereunder without the prior written approval of the County.
- d. This Shared Service Agreement, and all rights and obligations of the parties, hereto shall be construed in accordance with the laws of the State of New Jersey.
- e. The Contractor hereby covenants and agrees to render and save harmless the County from any damages or fines for personal injury and/or property damage or otherwise arising out of the course of any of the activities or duties of the Contractor or their agents, servants or employees and that the Contractor will assume the cost, including the payment of legal fees for any judgment arising or resulting there from and burden of providing a good and sufficient defense or defenses, for any such claim, cause of action or law suits, if any.
- f. Any and all provisions of this Shared Service Agreement may be changed or modified by mutual consent of the parties hereto but any change and/or modification shall not be binding unless reduced to a written agreement, signed by the parties.
- g. The Contractor hereby covenants and agrees not to discriminate on the basis of race, color, national origin, marital status, sex, religion, personal ancestry, affectional sexual orientation, age or disability in employment. The Contractor shall insert a similar provision in all subcontracts for service by this Shared Service Agreement.

- h. Exhibit A, Mandatory Affirmative Action Language is hereby incorporated into the standard language of the Shared Service Agreement.
- i. The Contractor and the County of Mercer do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 ET SEQ.) which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Shared Service Agreement. The Contractor further agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR, Parts 31, 32, and 34.
- j. Contractors shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations.

This Shared Service Agreement may be terminated by either party upon sixty (60) day written notice to that effect, forwarded to the other party by the party desiring to terminate the inter-local services agreement and thereupon payments under this Shared Service Agreement shall be paid to the terminal date based on the expenditure reports submitted.

In the event of the cancellation of this Shared Service Agreement, the Contractor agree to furnish to the County such reports as may be requested by it based upon work completed under the provisions of this Shared Service Agreement.

ARTICLE III

TERMS OF SHARED SERVICE AGREEMENT

It is understood and agreed by and between the parties hereto upon signing that this Shared Service Agreement shall be deemed effective from January 1, 2013 and continuing until December 31, 2013

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TERMS OF SHARED SERVICE AGREEMENT

It is understood and agreed by and between the parties hereto upon signing that this Shared Service Agreement shall be deemed effective from January 1, 2013 and continuing until December 31, 2013

IN WITNESS WHEREOF, the parties hereto have executed this Shared Service Agreement by its duly authorized officers.

CONTRACTOR

COUNTY OF MERCER

By: _____

By: _____

Liz Lempert,
Mayor Princeton

Brian M. Hughes,
County Executive

ATTEST:

By: 
Gary DeBlasio,
Corner House Director

Freeholders

By: _____
Jerlene H. Worthy,
Clerk to the Board of Chosen

PRINCETON TOWNSHIP MUNICIPAL ALLIANCE PROGRAM

ATTACHMENT A

The Municipal Alliance Committee and the governing body of the municipality shall adhere to the Rules of the Governor's Council on Alcoholism and Drug Abuse as set forth in Public Law 1989, Chapter 51, 17:40.

Proposed changes to this ATTACHMENT A must be forwarded in writing to the County Alliance Coordinator and approved by the County Alliance Steering Subcommittee prior to implementation.

The Contractor agrees to perform the following programmatic activities over the course of the Inter-Local Service Agreement:

PROGRAMMATIC ACTIVITIES

T.A.G. – (Teen Advisory Group)

T.A.G., a peer leadership group, is composed of 24 high school juniors representing each of the 4 public and non-public schools in Princeton. The students meet weekly for educational sessions with a trained program facilitator, then create presentations for middle and high school students on the risks and consequences of ATOD use, abuse, and addiction. T.A.G. also presents workshops for parent groups and community organizations. In accordance with evidence-based principles, T.A.G. strengthens anti-drug use attitudes and norms, intervenes at appropriate developmental stages/life transitions, and has methods to evaluate program effectiveness. 32 meetings are held each year, plus numerous workshop presentations. Number of participants: 24 peer leaders, plus attendees at workshops (Estimate 700+annually).

Parent/Community Forums

In an effort to increase knowledge and awareness about the consequences/harmfulness of ATOD use and abuse, as well as raise the profile of the Princeton Alcohol and Drug Alliance and other local resources, the Alliance will launch an on-going public education campaign in the Town Topics newspaper. Parents, teens, and the community-at-large will be targeted. Five well-designed and colorful flyers will be inserted into five different issues of the Town Topics and distributed to 11,000 residences and businesses in the Greater Princeton area. Topics will be timely and pertinent to the community, such as "Host Liability Laws", "What is the PADA and What Can It Do For Me?", "Cyber Bullying", "Danger in Your Medicine Cabinet", and "Grandparents Coping with Teens Living in Their Home". Total of 55,000 homes and businesses will be reached. In accordance with evidence-based principles, Parent/Community Forums strengthen anti-drug use attitudes and norms, and aims to reduce risk and enhance protection in the family.

Senior Learning Series

The Princeton Senior Resource Center staff will receive training on addiction in older adults. Educational sessions will focus on 1) recognizing the prevalence and patterns of substance use/misuse among the elderly, 2) identifying older people who are abusing or misusing alcohol and drugs, 3) utilizing intervention techniques to improve individual outcomes, and 4) understanding the unique challenges of working with elder substance abusers. In accordance with evidence-based principles, the training will be led by a Certified Addictions Counselor and target a defined population. The program will

strengthen anti-drug use attitudes and norms appropriate for the population being addressed.

G.A.I.A. – (Growing Up Accepted As an Individual in America)

A peer leadership and diversity training program, facilitated by a Prevention Specialist, for 40 Princeton high School students who present a series of activities, workshops, and forums throughout the school year for elementary, middle, and high school students, parents, other community members, and teachers encouraging pro-social development (altruism and cooperation). The program explores the links between 1) alcohol and other drug use, 2) cultural bias and environmental factors, 3) violent behaviors. In accordance with evidence-based principles, GAIA strengthens anti-drug use attitudes and norms, strengthens social bonding, reinforces the program's message over time, and ensures that interventions are appropriate for populations being addressed. Number of sessions: Weekly meetings during school year (approx. 25), plus workshops as scheduled. Number of participants: 40 high school students plus workshop attendees.

Alternative Activities

Periodic recreational/social activities offering positive, alternative socialization opportunities for adolescents and young adults, including the hugely popular All-City Dodge ball Tournament (1), a Spring Dodge ball Challenge (1), a Capella Nights (1-2), Friday Night Coffee House (2-3) with entertainment, a day trip to beach, tubing, or to an amusement park, and Movie Nights. Activities will be planned by Corner House Student Board members, a diverse group of high school seniors representing all 4 public and non-public high schools in the community, who meet weekly throughout the school year and offer the "student perspective" to program planning. CHSB members are all former TAG or GAIA participants. In accordance with evidence-based principles, Alternative Activities strengthen anti-drug-use attitudes and norms in appropriate settings, strengthen social bonding, and focus on all levels of risk. Number of sessions: Weekly meetings for CHSB, plus 4-7 activities annually based on costs and interest. Number of participants: Will vary according to activity (10-800)

Leadership Institute

Approx. 75 students from Corner House's peer leader programs (Corner House Student Board, GAIA, TAG), representing the 4 public and non-public high schools in the Princeton community, will participate in a three-day retreat at Princeton-Blairstown Center focused on skill building and prevention education. Sessions include, 1) ATOD information, 2) team building exercises, 3) diversity training (respect for cultural, social, and other differences), 4) discussion of the characteristics needed to be an effective peer leader, and 5) definition of the roles and responsibilities of peer leaders. Fifteen program leaders/chaperones will also attend retreat. 1-2 follow-up sessions will be conducted throughout the school year, to reconnect the students as a whole group and evaluate the effectiveness of the Institute, as well as their work within each individual peer leader program. In accordance with evidence-based principles, the Leadership Institute has a defined population, strengthens life skills and drug refusal skills, as well as social bonding, and intervenes in appropriate settings.

RESOLUTION
MAYOR AND COUNCIL OF PRINCETON

RESOLUTION ESTABLISHING THE
Emergency Preparedness Task Force

WHEREAS, in recent years Princeton has experienced several instances of severe weather conditions that have necessitated a declaration of emergency at the State, County and Municipal levels; and

WHEREAS, these severe weather events have demonstrated the need for proper planning to anticipate the demands and the strains on municipal and other governmental services throughout the duration of an emergency situation; and

WHEREAS, these emergency situations have further demonstrated the need for a planned coordination between the municipality and other institutions in Princeton and the immediate regions, such as but not limited to Princeton University, Princeton Public Schools, and the University Medical Center of Princeton at Plainsboro; and

WHEREAS, in an effort to foster this coordination, planning and preparedness the Mayor and Council wish to establish an Emergency Preparedness Task Force whose task will be to recommend to the Mayor and Council of Princeton those actions to be taken by governing body to better prepare the municipality to respond to the needs of our residents when faced with the effects of severe weather and other possible emergencies, and shall report to the Mayor and Council from time-to-time on its progress towards completing this assignment.

Now, Therefore, Be It Resolved that the Mayor and Council hereby establish the Emergency Preparedness Task force in order to improve and facilitate preparation for emergencies through planned coordination with entities throughout the Community; and

Be It Further Resolved that Heather Howard, Bernie Miller and Patrick Simon shall be appointed to serve as the core members of the Task Force and they shall seek and recommend to the Council such other members including residents, community institutions and/or organizations as well as the necessary staff to help them complete the task of emergency preparedness.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								

I, LINDA McDERMOTT, Clerk of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Princeton at a meeting held February 11, 2013

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Princeton, this 11th day of February, 2013.

LINDA McDERMOTT
Princeton Clerk

**RESOLUTION
MAYOR AND COUNCIL OF PRINCETON**

**RESOLUTION ESTABLISHING THE
freeB Task Force**

WHEREAS, the former Princeton Borough has been providing a shuttle bus service to the residents of Princeton for the past three years; and

WHEREAS, that shuttle service has been provided in a loop in the Borough to commuters in the morning and late afternoon and evening hours (the "Commuter freeB"); and

WHEREAS, the freeB service has been provided during the day, three days a week to both the former Borough and Township, referred to as the "Daytime freeB" ; and

WHEREAS, there are requests from residents and organizations alike to increase the Daytime freeB service to more than three days a week and create improved connections to other transit systems (for example Tiger Transit); and

WHEREAS, it is necessary to renew subcontracts if any if the service is to continue.

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

1. The Mayor and Council establishes a "freeB Task Force" to analyze the future use of the freeB shuttle and related transit service and to make recommendations to the Mayor and Council
2. The Task Force consists of at least 5 voting members who shall be representatives of the Princeton municipality, and such other staff, representatives of the Greater Mercer Transportation Management Association (GMTMA), and resource persons as may be appropriate.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								

I, LINDA McDERMOTT, Clerk of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Princeton at a meeting held February 11, 2013

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Princeton, this 11th day of February, 2013.

LINDA McDERMOTT
Princeton Clerk

**Princeton Sewer
Operating Committee**

Memo

To: Princeton Mayor and Council

From: Robert A. Hough, P.E.
PSOC Manager / Engineer

Date: February 1, 2013

RE: Amendment to Contract
Placement and Removal of Solid Waste Dumpsters
- Beginning January 2012

The Princeton Sewer Operating Committee (PSOC) requests an Amendment to the Contract known as "Placement and Removal of Solid Waste Dumpsters – Beginning January 2012" which was awarded to Future Sanitation, Inc. on January 10, 2012 by Resolution 2012-R34.

The Contract was for a total of 75 dumpsters during 2012, however, a total of 88 dumpsters were required during the contract year. Thus, an additional 13 dumpsters were required at a unit price of \$659.00 per dumpster. The total additional cost is \$8,567.00.

This Amendment will be funded by Account 2-01-32-465-273. A Certification of Funds is attached.

Therefore, I recommend the Amendment of the Contract for the "Placement and Removal of Solid Waste Dumpsters – Beginning January 2012", to Future Sanitation, Inc. in the amount of \$8,567.00 for 13 additional dumpsters required during 2012.

Should you have any questions, please feel free to contact me.

CC: Robert W. Bruschi, Administrator
Kathryn Monzo, Deputy Administrator
Sandra L. Webb, Chief Financial Officer

**RESOLUTION 2013 - R
OF THE PRINCETON MAYOR AND COUNCIL
AMENDING THE CONTRACT KNOWN AS
“PLACEMENT AND REMOVAL OF
SOLID WASTE DUMPSTERS – BEGINNING JANUARY 2011”
WITH FUTURE SANITATION, INC.**

WHEREAS, the Borough of Princeton, on behalf of the Princeton Sewer Operating Committee (PSOC), adopted Resolution 2012-R34 awarding a contract for the weekly placement and removal of solid waste dumpsters for the Solid Waste Convenience Center on River Road for a one (1) year term to commence on or about January 1, 2012 and ending December 31, 2012 to Future Sanitation, Inc.; and

WHEREAS, during 2012 an additional thirteen (13) dumpsters were required for the successful operation of the Solid Waste Convenience Center at a cost Six Hundred Fifty-nine Dollars and Zero Cents (\$659.00) per dumpster for a total cost of Eight Thousand Five Hundred Sixty-seven Dollars and Zero Cents (\$8,567.00); and

WHEREAS, it is the recommendation of the Manager / Engineer of the Princeton Sewer Operating Committee that the contract awarded to Future Sanitation, Inc. be amended to include the additional dumpsters required for successful operation of the Solid Waste Convenience Center; and

WHEREAS, Princeton’s Chief Financial Officer has certified that funds are available for the purposes set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Princeton Mayor and Council that the Contract awarded to Future Sanitation, Inc., 385 Cranberry Road, Farmingdale, New Jersey 07727, for weekly placement and removal of 30 cubic yard solid waste dumpsters to be located at the Municipal Convenience Center on River Road for the period beginning January 1, 2012 and

ending December 31, 2012, be amended to include thirteen (13) additional dumpsters at a cost of Six Hundred Fifty-nine Dollars and Zero Cents (\$659.00) per dumpster for a total cost of Eight Thousand Five Hundred Sixty-seven Dollars and Zero Cents (\$8,567.00) required for the successful operation of the Solid Waste Convenience Center.

BE IT FURTHER RESOLVED, that the Princeton Mayor and the Municipal Clerk are hereby authorized and directed to execute said Amendment to the Contract on behalf of Princeton.

I, Linda S. McDermott, Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council at its meeting held February 11, 2013.

Linda S. McDermott, Clerk

AMENDMENT TO AGREEMENT

AGREEMENT, made this 11TH day of February, 2013 by **FUTURE SANITATION, INC**, with a mailing address of 385 Cranberry Road, Farmingdale, New Jersey 07727, (hereinafter referred to as "Provider"), and **PRINCETON**, a municipal corporation in the County of Mercer and State of New Jersey (hereinafter referred to as the "Princeton"), 400 Witherspoon Street, Princeton, New Jersey 08540.

WHEREAS, the Borough of Princeton previously entered into an agreement with the Provider for the provision of weekly placement and removal of solid waste dumpsters for the Solid Waste Convenience Center on River Road for a one (1) year term to commence on or about January 1, 2012 and ending December 31, 2012; and

WHEREAS, Princeton has determined that it is necessary to increase the contractual amount allotted for such services and wishes to amend its existing agreement with the Provider;

NOW THEREFORE, in consideration of the mutual obligations hereafter set forth, the parties hereto agree as follows:

1. STATEMENT OF WORK.

During 2012 an additional thirteen (13) dumpsters were required for the successful operation of the Solid Waste Convenience Center.

2. PAYMENT.

Princeton shall pay the Provider the following additional compensation: An additional amount not to exceed Eight Thousand Five Hundred Sixty-seven Dollars and No Cents (\$8,567.00) based on thirteen (13) dumpsters at the unit price of Six Hundred Fifty-nine Dollars and No Cents (\$659.00) per dumpster.

3. All provisions of that certain Agreement dated January 10, 2012 by and between the Provider and the Borough of Princeton, a copy which is attached hereto as Exhibit A, shall continue in full force and effect unless specifically addressed herein.

WITNESS:

Linda McDermott
Municipal Clerk

FUTURE SANITATION, INC

By: _____

PRINCETON

BY: _____
Liz Lembert, Mayor



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.
Director of Engineering

MEMORANDUM

TO: Robert Bruschi, Administrator

FROM: Robert V. Kiser, P.E., Director of Engineering

DATE: February 5, 2013

RE: **Approval of Scanning Contract:
SHI/ Large Doc Solutions-NTE \$36,120.00**

Transmitted herewith, please find a proposal from SHI/Large Doc Solutions in the not to exceed amount of \$36,120.00 providing for the scanning of Princeton Borough Zoning files that are currently located at the Monument Drive Building. The scanning of these documents is necessary to make room for the reuse of the storage space and to allow for the Zoning staff to readily access this information from their current office at the Witherspoon Street Building.

The awarding of this contract is being done under the State of New Jersey Contract # 77560. Attached is a Draft Contract and Resolution authorizing the award of the Contract.

Princeton Council's consideration in approving the 2013 agreement at their February 11th meeting will be appreciated.

Please contact either myself or Jack West, P.E. if you have any questions.

Robert V. Kiser, P.E., Director of Engineering

RVK/rr

c: Linda S. McDermott, Princeton Clerk
Kathryn Monzo, Assistant Administrator, Director of Finance
Edwin W. Schmierer, Esq., Princeton Attorney
Sandra Webb, Chief Financial Officer
Jack West, P.E. Land Use Engineer
Derek Bridger, Zoning Officer
Fred Schulz, Design Manager/Surveyor

MUNICIPALITY of PRINCETON

COUNTY OF MERCER, STATE OF NEW JERSEY

RESOLUTION

WHEREAS, the Municipality of Princeton requires the scanning and archiving of certain Zoning files; and

WHEREAS, the New Jersey Local Public Contracts Law, *N.J.S.A.* 40A:11-12, does not require the public bidding of said work provided the Municipality purchases these services through a State Contract; and

WHEREAS, SHI/LargeDoc Solutions has offered to provide said services pursuant to New Jersey Contract #77560; and

WHEREAS, the Municipality wishes to authorize the scanning and archiving of said documents.

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

1. The Mayor and Clerk of the Municipality of Princeton are hereby authorized and directed to enter into an Agreement with SHI/LargeDoc Solutions, 290 Davidson Avenue, Somerset, New Jersey 08873 for a sum not-to-exceed Thirty Six thousand one hundred twenty (\$36,120.00) dollars to undertake and complete the scanning and archiving of Zoning files. The Agreement authorized by this Resolution is on file in the Office of the Clerk and may be inspected during regular office hours.
2. This Contract is being awarded as permitted by *N.J.S.A.* 40A:11-12 through New Jersey State Software Contract #77560.

3. A Notice of Approval of this Contract shall be published in The Princeton Packet within ten (10) days of its passage as required by law.

CERTIFICATION

I, Linda S. McDermott, Clerk of the Municipality of Princeton, 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
Municipality of Princeton

AGREEMENT

THIS AGREEMENT, entered into on this 11th day of February, 2013, by and between the **MUNICIPALITY OF PRINCETON**, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as "**MUNICIPALITY**") and **SHI/LARGEDOC SOLUTIONS**, 290 Davidson Avenue, Somerset, New Jersey 08873 (hereinafter referred to as "**LARGEDOC**").

WITNESSETH:

WHEREAS, the Municipality of Princeton requires the archiving and scanning of Zoning files; and

WHEREAS, **LARGEDOC** has agreed to provide said service pursuant to the New Jersey Software State Contract #77560 as permitted by the provisions of the New Jersey Local Public Contracts Laws, *N.J.S.A.* 40A:11-12. without public bid.

NOW, THEREFORE, IT IS AGREED by and between the **MUNICIPALITY** and the **LARGEDOC**, as follows:

1. The **MUNICIPALITY**, hereby retains **LARGEDOC** to undertake and complete the scanning and archiving of various Zoning files. The nature and scope of services to be provided are as set forth on the **LARGEDOC** proposal dated February 4, 2013, a copy of which is attached hereto and made a part hereof as Exhibit A.

2. The **MUNICIPALITY** agrees to compensate **LARGEDOC** for a sum not-to-exceed Thirty Six thousand one hundred twenty (\$36,120.00) dollars for undertaking and completing said work.

3. All of the work to be undertaken and completed by **LARGEDOC** shall be done under the direct supervision of the Office of the Princeton Engineering and Zoning Officer.

4. The **MUNICIPALITY** and **LARGEDOC** hereby incorporate by reference into this Agreement the affirmative action/non-discrimination requirements as set forth on Exhibit B attached.

5. **LARGEDOC** agrees to comply with the requirements of the New Jersey Business Registration Act in accordance with Exhibit C attached.

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

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

ATTEST:

Linda S. McDermott, Clerk

WITNESS:

MUNICIPALITY OF PRINCETON

By: _____
Liz Lempert, Mayor

SHI/LARGEDOC

By: _____
Gary Stark, President

Proposal Submitted To:
Municipality of Princeton
Mr. Robert Kiser
Director of Engineering

Proposal For:
Data and Document Management Conversion Services
For Small and Large Documents
Engineering and Zoning Departments
February 04, 2013

Submitted by:



LargeDoc Solutions

Gary Stark
President

Phone: 732.598.3090

Fax: 732.882.1220

E-Mail: GStark@LargeDoc.com

Municipality of Princeton

Proposal for Database and Document Imaging Conversion Services and Systems Implementation

LargeDoc Solutions is very grateful for this opportunity to present this proposal for the Municipality's Document Retrieval requirements. LargeDoc Solution's response is totally directed to meet all your current requirements and future business needs. LargeDoc Solution's philosophy is to provide the Municipality satisfaction by dedicating our efforts and resources to understanding today's emerging technology needs of the Municipality. Implementation of a consolidated data and document warehouse with associated digital images will be a new undertaking for the Municipality and will lead to a tremendous increase in efficiencies. LargeDoc Solutions uses the latest technology and system processes to guarantee the Municipality increases in worker productivity and morale, while reducing overall costs and space requirements.

Efficiencies in Government: Scope of Work

Princeton Municipality's Engineering and Zoning Departments have not updated their files since the original conversion in 2002. Since then over 505 new boxes have accumulated in the store room and there is no more space to store the boxes. The time has come to eliminate the paper collected over the years and to import the 505 boxes into the existing document imaging database. The staff deserves an efficient system that will save the Municipality money. The Municipality has already eliminated 140 boxes by inviting NJDARM to help the department destroy boxes that are past their retention schedule. Thus the Municipality only has to deal with 365 boxes which do not include any boxes coming in from the Borough because of the merger. Our own study states the following reasons why the Municipality should consider Document Imaging Conversion Program.

- **Efficiency:** The staff will have all the closed files on the Municipality server. This will increase the department's efficiency and increase the services to the residents and community.
- **Misfiles:** Misfiles would be eliminated because we will organize and index all the existing files and the staff will no longer be handling paper documents.
- **OPRA Request:** By having the files readily available, OPRA Request can be responded to more quickly. This will make the residents and the business community much happier.
- **Space/Organization:** This solution eliminates the need for this space while putting these important documents at staff's and resident fingertips.

- Disaster Prevention: LargeDoc Solutions loads the information onto the Municipality's server, supplies the Municipality with the metadata and images on a CD, and we keep a back up of the information. The Municipality does not need to worry about losing these documents due to natural disasters.

Our proposal is three pronged with an affordable payment plan

- To create a highly organized digital database for each department, scanning and indexing of closed Project Folders, Case and Correspondence Folders—linking associated large drawings for quick and easy retrieval.
- LargeDoc Solutions Update Program to eliminate the build up of paper. Our driver will pick up all the newly closed Project Files on a monthly, quarterly or yearly schedule. The files will be scanned and added to the Municipality's database.
- Create 16mm and 35mm Archive Microfilm in compliance with New Jersey Law for the destruction of documents, allowing the Municipality the option to destroy documents after State certification. Also included is a State approved Disaster Prevention/Recovery Plan.

Project Completion

We have the experienced staff, the existing equipment and proven expertise to guarantee the two (2) month installation time frame with a proven track record of being on time and on budget to back it up.

Executive Summary

LargeDoc Solutions will provide the Municipality a Document Imaging Management System that will meet all the expectations for the various departments. Our system is currently in use in over one hundred-fifty (150) New Jersey Municipal and County departments. All of them have eliminated the dependency on paper documents, reduced storage requirements, providing immediate access to records by authorized personnel; created State approved microfilm and are working towards their certification for document destruction, while providing a solid foundation to continue the process into the future. Our proposal will also demonstrate our expertise in providing a Document Imaging Conversion System and that our approach and methodology is proven for similar projects and innovative to satisfy the needs of the Municipality. There is no learning curve or outsourcing with LargeDoc Solutions.

We understand the problems that Municipalities face today; valuable space is wasted by storing archived documents and drawings; time is wasted searching for requested documents; complying with New Jersey Public Access Law; and justifying this project to the Mayor, Business Administrator and Council Members. LargeDoc Solutions addresses these issues by reducing file space by 95%, increasing department efficiency by saving thousands of hours on research and retrieval, while providing a 30% to 60% return on investment. We understand the potential positive impact that this contract represents, and we do not take that responsibility lightly. Please call our references and we invite you to visit our production facility in Clark, New Jersey. Over the past four years, LargeDoc Solutions has converted over 20,000,000 documents and 1,500,000 drawings from New Jersey municipal departments.

- Space: Every year the Municipality accumulates more paper, and every year the Municipality has to keep track of more and more pieces of paper, all of which cannot be thrown away. As the sizes and quantities of these files increase, the Municipality is faced with an ever-growing problem of where to store all of this paper. Storerooms become overcrowded, office space is used for filing cabinets not people, dark and dingy basements and hot and dusty attics are converted into inadequate storage spaces, or costly mobile office space and off-site storage is purchased. LDS's solution eliminates the need for this otherwise costly wasted space while putting these important documents at employee and resident fingertips.
- Efficiency: Limited space and filing problems reduce job efficiency. LDS's conversion services will eliminate the clutter and the time wasted searching for requested files. If the problem is not addressed it will get worse as the years go on. More misfiles will generate resident dissatisfaction. Also, sharing files and information between the various departments will be appreciated, as requests can be researched and answered quickly and efficiently.
- Fire/Flood/Other disasters: Paper documents are fragile. Fire, water, accidents, time and incompetence can easily destroy legal documents leaving the Municipality open to litigation. Due to the size and amount of paper involved, it is unfeasible to backup paper documents by photocopying, and even if the Municipality did, where would all these backups be kept? With LDS's conversion system an entire warehouse full of documents can easily be stored off-site in several boxes containing CD-ROMs, backup tapes and microfilm. This allows the Municipality not only to backup their documents but in the case of a disaster the Municipality can quickly restore the digital database anywhere it can set up a computer.

Why the Municipality of Princeton Should Choose LargeDoc Solutions

- Experience: This is an opportunity to finally convert lots of paper to an organized digital database that will last forever and it is not as simple as some vendors may say. There are many issues and all these issues have been solved by LargeDoc Solutions for over 150 New Jersey Government Departments. See the enclosed articles.
 - Jersey City Building, Planning, Zoning and Tax Departments
Jersey City needed to renovate its 30 Montgomery Street office space and their files occupied 2,500 square feet of office space. The files had to be removed immediately to make room for the conversion and there was a tremendous need to retrieve all the files during the conversion process because of all the active building and planning sites through out the City. Over 300,000 drawings and 2,000,000 documents were converted in a five month period while providing active file retrieval. See the enclosed NJ Biz article.
 - Hudson County Engineering Department
All project drawings for the entire County were stored in the basement and the project engineers didn't have ready access to the drawings because they were only indexed by project name. Today, every engineer has immediate access to any drawing from 1830 to current by a multitude of indexes making it much easier to search any drawing in their 35,000 drawing inventory. The drawings consisted of Parks, Building/Grounds, Roads, Bridges, etc.

- Newark City Clerk
Newark is the third oldest city in the United States next to Boston and New York. Everything that has happened in the United States since 1600 has happened in Newark. Many of the original Resolutions, Minutes, Ordinances and Sewer Maps are now available for the public thanks to the preservation conversion performed by LargeDoc Solutions. All scanning was completed in 300DPI grayscale.
- Quality Control: LargeDoc Solutions checks each and every image at least twice, first by the scanner operator while the image is being scanned and a second time by a team of Quality Control operators whose singular task is to insure the quality of each image. The scanning staff and quality control staff are comprised of different sets of employees so there are always two sets of eyes looking at each image. This two-step Quality Control process is above and beyond what DARM requires.
- Outsourcing: LargeDoc Solutions provides complete conversion services at our Clark facility. Not one item of the conversion process is outsourced, thus providing complete control over the documents of the Municipality at all times. Everything stays in New Jersey.
- Full Size Drawing Printing: Drawings come in all sizes from 8.5" X 11" to 36" X 48" and larger. The problem is the printer does not know the true original size and will print the incorrect size. LargeDoc Solutions has developed a program that solves this problem and like all of the above items is included in this proposal.
- SBE/MBE & WBE: LargeDoc Solutions is a New Jersey State certified woman owned business. Linda Stark is the primary owner and is proud to state that over half the staff is comprised of women and minorities.
- New Jersey Certification: The process for State certification to destroy small and large documents is not an easy process and requires knowledge of the process. To date, LargeDoc Solutions is the only conversion service bureau that has obtained State Certification for both large and small format documents for its New Jersey Governmental entities.

Statement of Work Study

The scope of work shall include design, delivery and installation of a Database and Document Management System that meets the New Jersey State requirements for Imaging System Certification. The following are the State's requirements, which LargeDoc Solutions meets and are included in our pricing.

- Form a team of entity representatives.
- Consult State standards.
- Set realistic timetables.
- System must be open architecture.
- Create a data index.
- Specify security methods.
- Provide a microfilm back up.
- Plan for disaster prevention/recovery and data migration.

Overview

The Municipality is interested in procuring Database and Document Management Conversion Services from LargeDoc Solutions. The tasks are to organize, index, scan, enhance, retrieve, view, archive, store and print Small and Large documents for the Engineering and Zoning Departments. This document shall serve as a pricing outline based upon the initial survey of quantities to be converted and a partial Statement of Work for these departments. Once the commitment is made to engage LargeDoc Solutions, the Statement of Work will be finalized.

Requirements Definition and Detailed Design Study

Our Data and Document Management Team, with assistance from Municipal personnel, will conduct a Requirements Definition and Detail Design study in the initial stage of this conversion project. The deliverables, from this Study, will be a Detail Specification defining each application with regard to indexing, database design, file preparation, scanning, archiving, training, document security, and implementation and installation requirements. LargeDoc Solutions and the Municipality must approve this Study and confirm the project scope, schedules and budget before project work can begin.

Access to Public Records Statutes Chapter 404 of the Public Access Law 1994, Chapter 140

This law was signed on January 8, 2002 and took effect on July 8, 2002. The law states that Government records shall be readily accessible for inspection, copying or examination by the citizens of this State, with certain exceptions, for the protection of the public interest. Any limitations on the right of access accorded by P.L. 1963, c. 73 (C 47:1A-1 et seq.) as amended and supplemented, shall be construed in favor of the public's right of access. The LargeDoc Solutions Data and Documentation Management Conversion System complies with the new law, while ensuring the necessary safeguards. LargeDoc Solutions makes it considerably easier for the various Departments to track, comply or reject these requests.

Application Preparation

Prep includes the removal of staples, post-it notes, repairing torn documents and identifying and placing specific documents in a predetermined order. For example, a Building Permit would be arranged with the Permit Jacket first, the Certificate of Occupancy/Approval next, followed by the Sub-code documents in order of, Building, Plumbing, Electrical and Fire, then correspondence and lastly spec books, calculations, and other assorted documents.

Index

Our Data and Document Management Team Leader will develop an indexing methodology, which will include all the required retrieval field criteria, number of characters in each field, and the merging of any existing databases. This process will ensure mutually agreed retrieval specifications. An Index review will follow allowing an opportunity to revise each document's naming conventions and make any corrections.

The indexing process is divided into two categories, folders and loose drawings: Indexing for the Project Files includes project number, project name, address, block, lot and drawing title. Loose drawings will be linked to their respective folders or project title. LargeDoc Solutions captures all of the above so the entire folder is retrieved at the same time. Documents such as Permits,

Construction Correspondence, case files, As Built, etc., will be retrieved together regardless of the retrieval criteria.

Update Program

LargeDoc Solutions offers an update program to eliminate the future build up of paper. We will arrange a pickup schedule based on the volume of new paper created by the Municipality and how many departments are using the LargeDoc Solutions system, usually on a yearly basis. The documents are scanned, and indexed. LargeDoc Solutions then installs the updated database for the Municipality and provides new CDs and microfilm backup.

Security

Providing security is a joint effort between the Municipality and LargeDoc Solutions. Sharing part of the digital database requires document level security preventing access to sensitive or confidential documents and drawings. The details are performed during our pre-installation survey at no additional cost.

Digital Scanning

Our scan teams are trained to maximize production and scan quality, using state-of-the-art scanners. Scan tools such as de-speckle, de-skew and crop are used to enhance even the poorest quality drawing to get the best image possible. Drawings are scanned at 300 DPI to meet New Jersey certification requirements.

Grading

Each drawing is graded (A) Excellent, (B) Good or (C) Poor. This process quickly and accurately identifies drawings that are eligible for destruction, while also identifying drawings that require further analysis before destruction. Grading also provides a basis for the quality of the printed image.

Raised Certification Seals

The New Jersey Department of Archives and Records Management require all Certification Seals to be visible and/or identified on the scanned image. At LargeDoc Solutions, we identify all Raised Seals, meeting the requirement for the State's Destruction Certification.

Inspection and Quality Control

This is an area that we take extra steps and extra care to ensure that the accuracy of the data and the clarity of the image are the best they can possibly be!! From the moment documents arrive at our facility, the quality control process begins. In the warehouse we re-box all files into new plastic boxes. Each file is given a unique LDS number. This means that no files are missed. After scanning, both small documents and large drawings receive 100% quality control inspection. Each image is checked for clarity – we crop, de-speckle, and de-skew. Each data entry is checked for accuracy and spelling. Our database administrator gives it a thorough and final check before delivery and installation.

Archive: New Jersey State Requirements and Certification

The State will not certify any documents for destruction without Archival Microfilm back up. LargeDoc Solutions creates 16mm and 35mm Archival Microfilm from the scanned digital image. This process insures the best quality microfilm and is 100% State compliant. Each Record is placed on the microfilm in consecutive order and can be retrieved by a unique Roll and Frame number. We have extensively worked with DARM to provide a process that will be certified by the State Records Committee. The entire process is completed in our Clark facility. There is no outsourcing.

Training, Server & Workstation Installation

All data and documents converted by LargeDoc Solutions can be retrieved on any networked workstation within the Municipality. The required training can be accomplished in a few hours. The enclosed pricing offers five (5) hours for training.

- **Data Migration**

At any time, the images contained within the digital database can be exported into industry standard TIFF format. Likewise, the data corresponding to these images can also be exported into several different formats of industry standard ANSI text files. Retrieval of these files is the basis of migrating the data into a future system. We help to implement your Disaster Recovery Plan in three key ways. First, we supply a complete backup of your digital database on either CD or DVD. Second, we keep an additional off-site copy of the database. Third, we create digital Archive Microfilm. These three key elements of a Disaster Recovery Plan are necessary to receive certification by the State to destroy documents after the conversion process is complete. This is a supplement to the Municipality's own plan.

- **Disaster Prevention/Recovery Plan**

The New Jersey State Records Committee requires the Municipality to have a disaster prevention/recovery plan as part of their certification application. LargeDoc Solutions provides the service of a disaster prevention recovery plan that is implemented in conjunction with the installation of our system. The disaster prevention/recovery plan includes archival microfilm storage, data security, test cycle, off site storage, back-up cycle, tape refresh, hot site and a maintained library. The Municipality may decline this service if the Municipality has a disaster prevention/recovery plan in place. LargeDoc Solutions is offering this service in the event that the Municipality needs a Disaster Prevention/Recovery Plan for State Certification.

Subcontracting and Outsourcing

LargeDoc Solutions provides complete services. The entire job is produced at our Clark facility with no documents leaving the State of New Jersey.

Server Specifications

The hardware and software requirements to support our solution are very minimal, so minimal that some small towns run the system on a desktop PC and / or the existing Municipality server. The recommended hard drive space needed to run the software for this proposal is 30 gigabytes.

Pricing and Quantity

The following prices are based on an estimate after a walk through and information supplied by the departments involved. The unit prices are firm, but the total costs can vary with the actual quantities.

Annual Licensing Fees

LargeDoc Solutions will provide any changes it makes to its software, at no charge for the life of the contract as long as the update conversion program is active. The only ongoing price will be additional converted documents.

Disclaimer

This document has been prepared in accordance with the accepted techniques for the system design and a collaborative understanding of your requirements based on the information provided to us. All values, charts, designs, and related information contained in this document reflect best estimates based on the information. However, the proposed operating environment (for example, speeds, configuration, personnel, and costs) may vary from those indicated in the document due to variances in volumes, environment, personnel, software, programs and other factors not under the control of LargeDoc Solutions. LargeDoc Solutions makes no representations or warranties regarding this information and shall have no obligations relating thereto or to perform any of the services described therein unless contracted to do so in writing. This document presents estimates and designs for your evaluation only, and does not constitute an offer or contract. Any agreement will be subject to the terms of a mutually acceptable contract signed by the customer and the prime contractor.

Proprietary Notice

This document contains confidential information that is for the sole purpose of permitting the recipient to evaluate the document submitted herewith. In consideration of the recipient of this document, the recipient agrees to maintain such information in confidence and to not use such information with, reproduce or otherwise disclose this information to, any person outside the group directly responsible for evaluation of its contents, except when there is no obligation to maintain the confidentiality of any information which was known to the recipient prior to receipt of such information or which becomes publicly known through no fault of recipient, or is received without obligation of confidentiality.

Terms

Pricing in this document is for planning and budgeting purposes only and is valid for ninety (90) days.

**Pricing and Quantity Estimates: Premium Indexing and Prep for the
Borough Zoning Department
(20) Lateral File Drawers and 2,000 Microfilm Jackets Contained in (4) small
Drawers**

Item	Price	Unit Estimates	Total
Folders Document Prep	\$ 0.40/Folder	8,000	\$ 3,200
Index(50KS/Folder)	\$ 0.008/KS	400,000	\$ 3,200
Digital Scan, 100% Inspection and 16mm Archival Microfilm	\$ 0.10	100,000	\$ 10,000
Drawings Drawing Prep, Digital Scan, Front, Grading, 100% Inspection, Seals and 35mm Archival Microfilm	\$ 1.70	4,000	\$ 6,800
Index (60KS)	\$ 0.008/KS	240,000	\$ 1,920

Total Item Price	\$ 25,120
One Time Charges Separate From Item Pricing	
<ul style="list-style-type: none"> • Server and Workstation Installation, Training, Pick-Up and Deliver, New Jersey Certification Update, Database Build/Merge into Existing Database 	\$ 2,000
<ul style="list-style-type: none"> • Document Shredding 	\$ 1,000
<ul style="list-style-type: none"> • Microfiche Imaging at 100,000 Images from 2,000 Microfiche 	\$ 8,000
Total Price with One Time Items	\$ 36,1200
<ul style="list-style-type: none"> • Update Program five (5) years @ \$1,000 per year. 	\$ 5,000

- 1) Microfiche Files will be indexed by Address, Block and Lot no Permit Number because only the Block and Lot appear on the Microfiche and the address will have to be found on the images.
- 2) Project completion is two months



Pricing Proposal
Quotation #: 6277252
Created On: Feb-04-2013
Valid Until: Feb-28-2013

Municipality of Princeton

Fred Schulz

Phone: (609) 921-7077

Fax:

Email: fred-schulz@princetonnj.gov

Inside Account Manager

John Minnella

290 Davidson Avenue

Somerset, NJ 08873

Phone: 732-564-8130

Fax: 732-564-8131

Email: John_Minnella@shii.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Document Prep - per folder - 8,000 Units LargeDoc Solutions - Part#: Note: Services - Contract Line 50	1	\$3,200.00	\$3,200.00
2 Index(50KS/Folder) - 400,000 Units LargeDoc Solutions - Part#: Note: Software for the township - Contract Line 00042 COMM CODE: 208-80-076493 Records Management	1	\$3,200.00	\$3,200.00
3 Digital Scan, 100% Inspection and 16mm Archival Microfilm - 100,000 Units LargeDoc Solutions - Part#: Note: Services - Contract Line 50	1	\$10,000.00	\$10,000.00
4 Drawing Prep, Scan Grading, Seals 100% Inspection, 35mm Arch Microfilm - 4,000 Units LargeDoc Solutions - Part#: Note: Services - Contract Line 50	1	\$6,800.00	\$6,800.00
5 Index (60KS) - 240,000 Units LargeDoc Solutions - Part#: Note: Part of the Software - 00042 COMM CODE: 208-80-076493 Records Management	1	\$1,920.00	\$1,920.00
6 Server and Workstation Installation, Training, Pick-Up and Deliver, New Jersey Certification Update, Database Build/Merge into Existing Database LargeDoc Solutions - Part#: Note: Services - Contract Line 50	1	\$2,000.00	\$2,000.00
7 Document Shredding LargeDoc Solutions - Part#: Note: Services - Contract Line 50	1	\$1,000.00	\$1,000.00
8 Microfiche Imaging Estimated at 100,000 Images from 2,000 Microfiche LargeDoc Solutions - Part#: Note: Services - Contract Line 50	1	\$8,000.00	\$8,000.00
		Total	\$36,120.00

Additional Comments

- Project completion is two to three months.

Thank you for the opportunity to quote. SHI is a leading reseller of software, hardware, and peripherals. SHI is a 100% Asian-Owned Minority Company.

SHI has been working with State and Local Governments for over 15 years. We have a Software Licensing Specialist for every major manufacturer and a hardware and service department to assist with any configuration.

Please keep SHI in mind for you future software and hardware needs.

For Immediate Assistance with quote requests, order inquiries or service, please contact your Inside Sales Team at 1-888-591-3400 or by email: NJGOV@shi.com

MARKUP AS FOLLOWS:

Adobe, Business Objects, Citrix, Novell, Quest, Red Hat Software, Symantec, Websense - .25%

Attachmate, BMC, EMC, IBM, KRONOS, Oracle, SAS Institute, Inc. - 0%

HP - 1%

Information Builders - 1.75%

VMWare - .50%

Software not listed above - 1.75%

Software Publisher Services - 2.00%

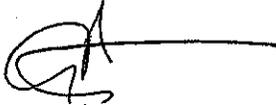
The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor & Council of Princeton

From: Edwin W. Schmierer, Esq. 

Date: February 7, 2013

Re: **Princeton: 2013 Canoe Concession Agreement**

Princeton Engineer Robert V. Kiser, P.E. recommends that we gear up once again with Griggstown Canoe and Kayak Rental to operate the canoe/kayak concession within Turning Basin Park.

Griggstown Canoe and Kayak Rental (Steve Androsko) has operated this concession for over twelve (12) years. He proposes increasing the compensation paid to the Township from four thousand four hundred (\$4,400.00) dollars to four thousand six hundred (\$4,600.00) dollars for the upcoming season. The hours of operation remain unchanged from 2011. The hourly rates to canoe and kayak rentals have increased slightly.

To this end, I have prepared and attach hereto the 2013 Canoe Concession Agreement and a Resolution authorizing same. We would appreciate your considering this Resolution and the Agreement at your meeting on February 11, 2013.

EWS:jv
attachs.

cc: Robert W. Bruschi, Township Administrator (w/attachs.)
Linda S. McDermott, Clerk (w/attachs.)
Kathy Monzo
Robert V. Kiser, P.E., Engineer (w/attachs.)

V:\USER\Edwin\PRTWP\2013 Agreements\Minutes\Township Committee (Canoe Concession Agreement) 020713.wpd

COUNTY OF MERCER

PRINCETON

STATE OF NEW JERSEY

RESOLUTION

WHEREAS, Princeton wishes to continue providing for canoe and kayak recreation services at Turning Basin Park during the 2013 season; and

WHEREAS, Princeton wishes to enter into a Concession Agreement with Steve Androsko, t/a Griggstown Canoe and Kayak Rental for the purpose of continuing said concession during the 2012 season; and

WHEREAS, the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-3 et seq.* establishes pursuant to P.L. 1985 Chapter 469 a bidding threshold for awarding contracts to local government entities which is not exceeded by the award of this 2012 Contract.

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 a 2013 Contract with Steven Androsko, t/a Griggstown Canoe and Kayak Rental, 1076 Canal Road, R.D. #1, Princeton, New Jersey 08540 so as to provide for the continued operation of canoe and kayak concession services within the Turning Basin Park during the 2013 season. The Agreement authorized by this Resolution is on file in the Office of the Princeton Clerk and may be inspected during regular office hours.
2. This Contract for canoe and kayak recreation services is being awarded without competitive bidding since the concession fee to be paid by Steve Androsko, t/a Griggstown Canoe and Kayak Rental does not exceed the bidding threshold established pursuant to P.L. 1985, Chapter 469 of the Laws of the State of New Jersey.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, hereby certify that the foregoing Resolution was adopted by the Princeton and Council at its regular meeting held on the 611th day of February, 2013.

Linda S. McDermott, Clerk
Princeton

**2013 CANOE/KAYAK
CONCESSION AGREEMENT**

THIS AGREEMENT, made this 11th day of February, 2013,

BETWEEN **PRINCETON**
400 Witherspoon Street
Princeton, New Jersey, 08540,

hereinafter designated as **PRINCETON**;

and **STEVE ANDROSKO, t/a**
GRIGGSTOWN CANOE AND KAYAK RENTAL
1076 Canal Road, R.D. #1
Princeton, New Jersey 08540
(908) 359-5920 (Home)
(609)683-0722 (Work)
(Federal Identification 22-3244623),

hereinafter designated as **CONCESSIONAIRE**.

WITNESSETH:

WHEREAS, since 1990, **PRINCETON** has been providing for canoe/kayak recreation services at the Turning Basin Park; and

WHEREAS, **PRINCETON** would like to retain the **CONCESSIONAIRE** during the 2013 season to continue to provide for said services; and

WHEREAS, the **CONCESSIONAIRE** has submitted a proposal to **PRINCETON** to provide said services at the Turning Basin Park facility.

NOW, THEREFORE, in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration and the mutual promises and covenants set forth herein below, **IT IS AGREED** by and between **PRINCETON** and **CONCESSIONAIRE**, as follows:

1. **PRINCETON** hereby grants to the **CONCESSIONAIRE** the exclusive right, license and privilege of renting canoes and kayaks on an hourly and daily basis within the **PRINCETON** Turning Basin Park for the term set forth herein below and on the terms and conditions set forth herein below.

2. The term of this Agreement shall be for the 2013 season commencing April 1, 2013, and terminating October 31, 2013.

3. The **CONCESSIONAIRE** will pay to **PRINCETON** as consideration for the concession, license and privileges granted herein a fee of four thousand four hundred (\$4,400.00) dollars payable in three installments, as follows: one thousand three hundred (\$1,300.00) dollars on June 1, 2013, one thousand five hundred fifty (\$1,550.00) dollars on July 1, 2013 and one thousand five hundred fifty (\$1,550.00) dollars on August 1, 2013. Payment shall be made in the Office of the Princeton Engineer by check payable to **PRINCETON**. Failure to pay the compensation within 15 days after the respective due dates shall, in the discretion of **PRINCETON**, constitute grounds for termination of this Agreement. All past due payments shall be assessed a monthly penalty of 1½% of the total amount due calculated to the 15th of each month. Additionally, the **CONCESSIONAIRE** shall pay for all utilities, including, but not limited to, telephone, electric and water, associated with the **CONCESSIONAIRE**'s use of the Turning Basin Park facilities during the term of this Agreement.

4. The **CONCESSIONAIRE** shall operate the canoe/kayak recreation services from daylight until one-half hour after sunset. The **CONCESSIONAIRE** shall operate the canoe/kayak rental concession during the hours of operation set forth on Exhibit A attached. Additional openings

shall be permitted during weekdays should the demand for the canoe/kayak services provide or warrant same at the discretion of the Princeton Engineer.

5. **CONCESSIONAIRE** must provide canoes/kayaks in sufficient quantities to meet reasonably anticipated public demand. **PRINCETON** reserves the right at any time, however, to limit the number of canoes/kayaks offered for public rental. **CONCESSIONAIRE** must provide U.S. Coast Guard approved personal flotation devices (PFD's) for all occupants of rental canoes/kayaks, as well as all other equipment and devices as may be required by the U.S. Coast Guard. It is understood that all equipment that is to be rented or provided by **CONCESSIONAIRE** under this Agreement shall first be approved by **PRINCETON** prior to usage. All rental canoes/kayaks must be marked and clearly identifiable. **CONCESSIONAIRE** must provide the necessary personnel and equipment to be able to respond to situations involving rented canoes/kayaks to include but not be limited to capsized canoes/kayaks, disabled canoes/kayaks, retrieval of rental canoes/kayaks during all hours of operation.

6. The schedule of charges as set forth on Exhibit A attached are hereby acknowledged and approved by **PRINCETON**. All canoe/kayak rental fees and related prices must be prominently displayed and properly sized to be easily read by patrons at all times. Rental signing shall indicate the rates to be charged daily, hourly and by the half-hour if the **CONCESSIONAIRE** elects to rent on half-hour intervals. Personal flotation devices shall be supplied to all occupants of a rented vessel free of charge.

7. **CONCESSIONAIRE**'s policy concerning paying in advance and deposits required shall be submitted, in writing, to **PRINCETON** prior to commencement of operation. As approved,

said policy shall be attached and made a part of this Agreement. Said policy shall not be changed without first obtaining the written approval of **PRINCETON**.

8. There shall be a minimum rental of either one-half hour or one hour established in the discretion of the **CONCESSIONAIRE**. A "no refund" policy shall be adopted and strictly adhered to by the **CONCESSIONAIRE**. Conspicuous professional signing must be prominently displayed advising the public of this "no refund" policy. The **CONCESSIONAIRE**, however, may utilize discretion in judgment and grant monetary refunds as circumstances warrant, such as permittee illness, etc. It is understood that if water bodies are closed to public use, refunds shall be granted for the unused rental period. All refund transactions shall be noted on all copies of the serially numbered ticket/receipt involved.

9. **CONCESSIONAIRE** shall issue serially numbered tickets/receipts for each rental transaction. A ticket/receipt shall be issued to the rental patron and a copy retained for the **CONCESSIONAIRE**'s records.

10. **CONCESSIONAIRE** shall maintain complete, accurate and detailed accounting records of all transactions pertaining to the concession operation in accordance with current business accounting standards and shall make such records available to any authorized representative of **PRINCETON** upon request as often as it is deemed necessary by **PRINCETON**.

11. **CONCESSIONAIRE** shall, on or before the 15th of each month, submit "Monthly Concession Reports" to **PRINCETON**. The report shall include a statement of gross receipts, exclusive of New Jersey Sales Tax, realized by the **CONCESSIONAIRE** from the operation of the concession during the previous month and any other related operation approved by **PRINCETON**.

12. **CONCESSIONAIRE** shall at all times keep the premises covered by this Agreement in a neat, orderly and safe condition, and will at **CONCESSIONAIRE**'s own expense make such arrangements as may be necessary to remove or dispose of all garbage, rubbish, or other waste accumulated on the premises. **CONCESSIONAIRE** shall provide such additional trash containers as **PRINCETON** determines are required to keep the immediate boat rental area clean at all times. This area includes the water surface area and along the water's edge. The type of trash container must be approved by **PRINCETON**. **CONCESSIONAIRE** shall clean up and remove all rubbish, equipment, pick-up truck, etc., left on site by prior concessionaire by on or before April 1, 2013.

13. **PRINCETON** reserves the right to have **CONCESSIONAIRE** cease operations at the herein-described concession area if, in the opinion of **PRINCETON**, the canal level reaches an elevation which is considered unsafe for boating and/or fishing. **PRINCETON** shall not be responsible for, or guarantee, the water level of the Turning Basin during the term of this Agreement.

14. **PRINCETON** shall not be responsible for lost revenue in the operation of concession during any period of temporary suspension of operations due to necessary construction activity by **PRINCETON** at the Turning Basin.

15. The dock used for concession purposes shall not exceed ten (10) feet in width and ten (10) feet in length.

16. **CONCESSIONAIRE** shall be responsible for payment of all utility charges related to the concession operation during the term of this Agreement. These charges shall include but not be limited to telephone, electric and water. **PRINCETON** will attempt to have the **CONCESSIONAIRE** billed directly for these charges. If billings are sent to **PRINCETON** for

these charges, **PRINCETON** will submit to the **CONCESSIONAIRE** the bills and the **CONCESSIONAIRE** shall pay them directly to the appropriate utility within ten (10) days of receipt of a copy of the bills. If said bills are not paid as provided for herein, **PRINCETON** may immediately terminate this Agreement.

17. All taxes and assessments, if any, arising out of the use and occupancy of the premises hereunder and the conduct of the concession hereunder, shall be paid by **CONCESSIONAIRE**.

18. **CONCESSIONAIRE** shall comply with and obey rules and regulations promulgated by the Federal, State and Municipal Authorities applicable to the use of the Turning Basin and the Delaware and Raritan Canal.

19. **CONCESSIONAIRE** shall preserve and maintain in good clean condition, reasonable wear and tear excepted, all structures and equipment, now installed or which shall hereafter be installed or located in the concession area. **CONCESSIONAIRE** shall, at his sole cost and expense, make any necessary dock repairs and/or additions to maintain the concession premises in a safe condition for public use.

20. **CONCESSIONAIRE** shall repair any damage caused by negligence of **CONCESSIONAIRE**, its employees or agents, to the premises granted herein. In the event that **CONCESSIONAIRE** fails to so repair after written demand by **PRINCETON**, **PRINCETON** may, at its option, elect to make said repairs and the cost thereof shall be paid by **CONCESSIONAIRE** to **TOWNSHIP** within fifteen (15) days after demand therefor. Failure to make such payment shall be considered a material breach of this Agreement, and cause termination hereof within the discretion of **PRINCETON**.

21. **CONCESSIONAIRE** shall not advertise in any manner or form on or about the premises building or spaces granted to it, except by means of such signs or forms of advertising as first shall be approved by **PRINCETON**. All signs to be erected at the premises shall be approved by **PRINCETON** as to size and location.

22. **CONCESSIONAIRE** shall not erect structures, buildings or additions to the concession facilities without first obtaining the written approval of **PRINCETON**. **CONCESSIONAIRE** shall not sell Christmas trees from the site.

23. **CONCESSIONAIRE's** status shall be that of an independent principal and not as agent or employee of **PRINCETON**. **CONCESSIONAIRE** agrees not to enter into any Agreement or commitment on behalf of **TOWNSHIP**.

24. **CONCESSIONAIRE**, for itself, its successors and assigns, agrees to indemnify, protect and hold harmless **TOWNSHIP** and hereby releases **TOWNSHIP** and each and every of its officers, agents, employees, successors and assigns from any and all liability, claims and costs which may in any manner arise out of, be occasioned by or result from the use or occupancy of the premises including any docks or other walkways, by **CONCESSIONAIRE**, its agents, employees or invitees, express or implied.

25. **CONCESSIONAIRE** shall maintain Public Liability and Property Damage Insurance naming **PRINCETON** as an "Additional Insured" on the premises herein with an insurance company authorized to do business in the State of New Jersey in the following amounts:

\$1,000,000.00 - Bodily Injury and
Products Liability

\$ 50,000.00 - Property Damage

Certificate of such coverage shall be delivered to **PRINCETON** prior to the commencement of operation of the concession with evidence of payment of premiums therefor. Commencement of operations by **CONCESSIONAIRE** is prohibited until proof of insurance coverage is delivered.

26. In the event of damage or destruction to the premises which are the subject matter of this Agreement, in whole or in part, by fire, explosion, the elements or otherwise during the term of this Agreement, **PRINCETON** may, in its discretion, declare this Agreement null and void from the date of such damage and destruction or cause such damage and destruction to be repaired. The **TOWNSHIP** shall not be liable to **CONCESSIONAIRE** for any loss occasioned by the damage or destruction of the premises.

27. **CONCESSIONAIRE** shall not use or permit the storage of any flammable substances such as illuminating oils, candles, oil lamps, turpentine, benzine, naphtha or any similar substance prohibited in standard policies of fire insurance companies in the State of New Jersey in any building or structure on the premises.

28. **CONCESSIONAIRE** shall not permit any intoxicated person to remain on the premises.

29. This Agreement shall not be assigned without the prior written approval of **PRINCETON**.

30. If at any time during the term of this Agreement, **CONCESSIONAIRE** shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for the **CONCESSIONAIRE**, then **PRINCETON** may terminate this Agreement by notice served upon the assignee, receiver, trustee or other person in charge, but such termination shall not release or discharge any payment hereunder to **PRINCETON**.

31. This concession Agreement shall not be construed as to affect the privileges accorded to the public's use of the area or to restrain or prevent individuals or groups from bringing their own bait and fishing tackle into the Turning Basin Park and using the area for the launching of private boats.

32. **CONCESSIONAIRE** shall procure, at its own cost and expense, all permits or licenses necessary for lawful operation of this concession.

33. **CONCESSIONAIRE** shall exercise direct and personal supervision of this concession and shall make the herein-described facility available for inspection at any time by any authorized representative of **PRINCETON** to assure compliance with the terms and conditions of this Agreement. Failure to exercise such supervision and/or the existence of any condition at the facility or in the operation of the concession which the **PRINCETON** determines to be in violation of the terms and conditions of this Agreement shall be considered to be a material breach, in which event **PRINCETON** may terminate this Agreement by written notice. Upon receipt of a written notice of termination for violation, **CONCESSIONAIRE** shall have such period of time as provided therein to cure such violation. If such violation is not cured within the above-designated period, termination shall, in the discretion of **PRINCETON**, be effective at conclusion of the prescribed

period. In the event of such termination, **PRINCETON** may at once re-enter and remove any and all persons occupying the premises. If **CONCESSIONAIRE** fails to remove any property lawfully belonging to and removable by **CONCESSIONAIRE** upon any notice of termination hereof, or before the stated termination of this Agreement, **PRINCETON** may appropriate same to its own use without allowing any compensation therefor, or may remove same at the expense of **CONCESSIONAIRE**. In the event that **CONCESSIONAIRE** removes any personal property, **CONCESSIONAIRE** hereby covenants to pay any and all damages which may be caused to the property of **PRINCETON** by this removal.

34. Upon expiration of or termination of this Agreement, **CONCESSIONAIRE** shall deliver up peaceable possession of the concession premises and equipment to **PRINCETON** in as good and clean condition as the premises and equipment were delivered at commencement of this Agreement, reasonable wear and tear excepted. In the event that the concession premises and equipment are not turned over to **PRINCETON** in as good condition as the premises and equipment to such condition and the cost thereof shall be paid by **CONCESSIONAIRE** to **PRINCETON** within fifteen (15) days after demand therefor.

35. This Agreement shall be void and of no effect unless **CONCESSIONAIRE** shall secure compensation for the benefit of and keep insured during the term of this Agreement such employees as are required to be so insured by the provisions of the Workmen's Compensation Law of the State of New Jersey.

36. **CONCESSIONAIRE** shall not discriminate against any employee or applicant for employment because of national origin, race, creed or color. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

37. **CONCESSIONAIRE** warrants that no person has been employed directly or indirectly, to solicit or secure this Agreement in violation of the provisions of Section 10, Chapter 48 of the Laws of 1954, *N.J.S.A. 52:35-15*, and that the laws of the State of New Jersey relating to the procurement or performance of this Agreement have not been violated and shall not be violated by any conduct of **CONCESSIONAIRE**, including the paying or giving, directly or indirectly, of any fee, commission, compensation, gift, gratuity or consideration of any kind to any State employee, officer or official.

38. This Agreement may be modified, cancelled, renewed, or extended by Agreement in writing, executed by the parties hereto upon such terms and conditions which may be mutually agreed upon between **PRINCETON** and **CONCESSIONAIRE**. But no such modification, cancellation, renewal or extension shall be effective until so executed or approved.

39. The parties hereto agree that all notices which may be required under this Agreement shall be forwarded by certified mail, return receipt requested, postage prepaid and addressed as follows:

TO TOWNSHIP:

Robert V. Kiser, P.E.
Princeton Township Engineer
400 Witherspoon Street
Princeton, New Jersey 08540

TO CONCESSIONAIRE:

Steve Androsko
1076 Canal Road, R.D. #1
Princeton, New Jersey 08540

40. **CONCESSIONAIRE** covenants that the decision of **PRINCETON** relative to the performance of the terms of this Agreement shall be final and conclusive.

41. In the event that **PRINCETON** terminates this Agreement because of breach by **CONCESSIONAIRE** of any of the terms and conditions set forth herein, **CONCESSIONAIRE**, in the discretion of **PRINCETON**, may not submit a bid for subsequent operation of the concession.

42. If **PRINCETON** permits **CONCESSIONAIRE** to remain in possession of the concession premises after expiration of this Agreement without having executed a new written Agreement with **PRINCETON**, then **CONCESSIONAIRE** shall occupy the premises subject to all the terms, covenants and conditions contained in this Agreement. Such holding over by **CONCESSIONAIRE** shall not constitute a renewal or extension of this Agreement. **PRINCETON** may, at its option, elect to treat **CONCESSIONAIRE** as one who has not removed at the end of its term and thereupon be entitled to all remedies against **CONCESSIONAIRE** provided by law. Any waiver by **PRINCETON** of any covenant herein shall not be deemed a waiver of a breach of covenant subsequently occurring.

43. **CONCESSIONAIRE** shall be permitted to sell soda and other soft drinks on the premises either from coolers or the **CONCESSIONAIRE**'s refrigerator. If a refrigerator is brought

to the premises and utilized, it shall be the responsibility of the **CONCESSIONAIRE** to secure and lock same and maintain it. No alcoholic beverages whatsoever shall be sold.

44. Each day that the **CONCESSIONAIRE** operates the canoe/kayak rental facility, the **CONCESSIONAIRE** agrees to unlock and open both the gates adjacent to the Turning Basin and the gates on the westerly side of Alexander Road to the parking area associated with the Turning Basin Park. **PRINCETON** shall provide to the **CONCESSIONAIRE** keys for said gates. At the termination of each rental season, the keys shall be returned by the **CONCESSIONAIRE** to **PRINCETON**.

45. **CONCESSIONAIRE** shall be solely responsible for collecting and remitting to the State of New Jersey all applicable State sales taxes.

46. **CONCESSIONAIRE** shall file with the Princeton's Chief Financial Officer its New Jersey Business Registration Certificate as required by P.L. 2004 c.57 Laws of the State of New Jersey as per Exhibit B attached.

47. **CONCESSIONAIRE** shall comply with the provisions of P.L. 2004, c.19, the New Jersey "Pay-to-Play" law and the provisions of the Princeton "Pay-to-Play" Ordinance 2007-1 as per Exhibit C 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

WITNESS:

PRINCETON, a municipal corporation of the State of New Jersey

By: _____
Liz Lempert, Mayor

STEVE ANDROSKO

GRIGGSTOWN CANOE AND KAYAK RENTAL

By: _____
Steve Androsko

EXHIBIT A

2013 RATE SCHEDULE
HOURS OF OPERATION

PRINCETON TURNING BASIN: GRIGGSTOWN CANOE RENTAL
ALEXANDER ROAD, PRINCETON, NEW JERSEY

-- CANOE RATES -- (includes tax)

\$15.00 FIRST HOUR	BAIT & TACKLE
\$ 8.00 EACH ADDITIONAL	COLD DRINKS
\$40.00 PER DAY MAXIMUM	CHIPS

-- KAYAK RATES -- (includes tax)

ONE PERSON KAYAK

\$12.00 - \$15.00 FIRST HOUR
\$ 6.00 EACH ADDITIONAL
\$30.00 - \$35.00 PER DAY

TWO PERSON KAYAK

\$18.00 FIRST HOUR
\$ 8.00 EACH ADDITIONAL
\$45.00 PER DAY

LIFE JACKETS - PADDLES

INCLUDED IN RENTAL

GROUP RATES ARE AVAILABLE

BUSINESS HOURS ARE AS FOLLOWS: APRIL 1, 2013 - OCTOBER 31, 2013

April 1, 2013 to October 31, 2013

10:00 a.m. to 8:00 p.m.-Saturdays, Sundays and Holidays

Additional Weekday Hours:

Memorial Day through Labor Day

11:00 a.m. to 8:00 p.m.-Monday through Friday

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

TOWN OF PRINCETON

2/1/13

PROPOSAL FOR CANOE RENTAL CONCESSION FOR 2013 SEASON

I AM INTERESTED IN OPERATING THE CANOE RENTAL CONCESSION AT TURNING BASIN PARK FOR THE 2013 SEASON. HOURS AND RATES TO REMAIN THE SAME AS LAST YEAR.

HOURS - APRIL - OCTOBER WEEKENDS 10AM - 8PM
ADDITIONAL WEEKDAY HOURS MEMORIAL DAY THROUGH LABOR DAY
11AM - 6PM

RENTAL RATES (TAX INCLUDED)

	<u>1ST HR</u>	<u>ADD. HRS.</u>	<u>ALL DAY MAY</u>
CANOE	\$15	\$8	\$40
1 PERSON KAYAKS	\$12-15	\$6	\$30-35
2 PERSON KAYAKS	\$18	\$8	\$45

ALL PRICES INCLUDE NECESSARY LIFE JACKETS, PADDLES AND SEAT CUSHIONS.

I WILL HAVE PRINCETON N.J. LISTED AS ADDITIONALLY INSURED ON MY LIABILITY POLICY.

I AGREE TO PAY PRINCETON A FEE OF \$4600 FOR THE 2013 SEASON.

THANK YOU FOR YOUR CONSIDERATION



STEPHEN ANDROSKO

T/A GRIGGSTOWN CANOE AND KAYAK RENTAL

1076 CANAL RD.

PRINCETON N.J. 08540

(908) 359-5920

DRAFT

DRAFT

**Mayor and Council
PRINCETON**

RESOLUTION

BE IT RESOLVED by the Mayor and Council of Princeton:

The following persons are hereby appointed to Princeton Boards, Commissions and Committee and this Resolution supersedes and rescinds any other Resolution to the contrary.

Board, Commission & Committee

Term of Office

ENVIRONMENTAL COMMISSION

Matthew Wasserman	3 years
Wendy Kaczerski	3 years
Heidi Fichtenbaum	3 years
Cecilia Birge	2 years
Neena M. Patil	2 years
Karen Zemble	1 year
Gail Ullman	1 year
ALT 1 Dana Molina	2 years
ALT 2 Stephanie Chorney	1 year

HUMAN SERVICES COMMISSION

*Ross Wishnick	3 years
*Larry A. Spruill	3 years
Paul Rorem	3 years
*Leticia Frega	2 years
Martha Friend	2 years
*Bobby Hackett	2 years
Elizabeth Bidwell Bates	1 year
*John Heilner	1 year
Laura Encina	1 year
* Local Assistance Board Members	

LIBRARY BOARD OF TRUSTEES

Andrew Erlichson	3 years
Kiki Jamieson	5 years
Ruth Miller	4 years
Barak Bar Cohen	1 year
Kevin Royer	2 years
Pam Wakefield	5 years
Audrey S Gould	4 years

BOARD OF HEALTH

George DiFerdinando, Jr. MD	3 years
Charles L. Rojer, M.D.	3 years
Robert Ciotta, MD	3 years
JoAnn Hill	2 years
Bruce Topolovsky	2 years
Rick Weiss	1 year
Laura H. Kahn	1 year
ALT 1: Steve Miller	2 years
ALT II: Linda Steiner Sichel	1 year

PLANNING BOARD

Gail Ullman, Class II (PEC Rep.)	1 year
Marvin Reed	4 years
Mildred Trotman	4 years
Wanda S. Gunning	3 years
Tim Quinn (BOE Rep)	1 year
Julie Capozzoli (HPC Rep)	2 years
Julie Nachamkin	2 years
ALT 1 Anne Burns	2 years

SITE PLAN REVIEW ADVISORY BOARD

Robert Cerutti	4 years
Bill Wolfe	4 years
Harry Cooke	3 years
Alyce Bush	2 years
Lydia Robinson	2 years
James Begin	2 years
ALT 2 Holly Nelson	1 year

HISTORIC PRESERVATION COMMISSION

Julie Capozzoli	4 years
Catherine Kurtz Gowen	4 years
Robert von Zumbusch (Class A)	4 years
David Schure	3 years
Elric Endersby (Class B)	2 years
Celilia Tazelaar	4 years
Roger Shatzkin	1 year
ALT 1 Shirley Satterfield	2 years

ZONING BOARD OF ADJUSTMENT

Louisa Clayton	4 years
Sara Segal	3 years
Michael Floyd	2 years
Barry S. H. Royce	2 years
Penelope Baskerville	2 years
Ravi Manchi	1 year
Richard Kahn	4 years
ALT I Steven Cohen	2 years
ALT II Doreen Blanc Rockstrom	1 year

CORNER HOUSE BOARD

Wendy M. Jolley	3 years
Minnie Craig	3 years
John Curtis	3 years
Cecilia Mathews	2 years
Linda Eckert	2 years
Shyam Modi	1 year
Cheryl Horan	1 year

CABLE TV COMMITTEE

Daniel Preston	3 years
Richard Woodbridge	2 years
Anne Reeves	1 year
Charles Creesy	3 years
Jesse Lerman	3 years
Donna Liu	2 years
Peter Thompson	2 years
Serge Suarez	1 year

RECREATION COMMISSION

Joanne Rogers	3 years
Richard Nosker	3 years
Andrew Koontz	2 years
Mia Cahill	2 years
Grace Asagra Stanley	1 year
Matt Frawley	3 years
Lesley Germaine*	2 years
Tom Zucosky*	1 year
Veronica Olivares-Weber	1 year
* Management Committee	

BICYCLE & PEDESTRIAN ADVISORY COMMITTEE

Karen Jezierny	3 years
Steve Kruse	3 years
Laurie Harmon	2 years
David Cohen	2 years
Carolyn Sealfon	1 year
Anita Jeerage	1 year
Pam Hersh (cross appointment with T&T)	1 year
ALT 1 Lisa Serieyssl	2 years

SEWER OPERATING COMMITTEE

David Goldfarb	3 years
Valerie Haynes	2 years

STONY BROOK REGIONAL SEWERAGE AUTHORITY

David Goldfarb
Sue Nemeth

AFFORDABLE HOUSING

Carol Golden	3 years
Mary Agnes Procaccino	1 year
David Schrayner	1 year
Ruth Thurmond Scott	2 years
Alvin McGowen	3 years
Kate Warren	2 years
ALT1: Marilyn Rovira	2 years
ALT2: Mohammed Omar Nishtar	1 year

SHADE TREE COMMISSION

Lily Krauss	4 years
Pam Machold	5 years
Patricia Frawley	5 years
Sharon Ainsworth	4 years
Janet Stern	3 years
May Papastephanou	2 years
Steve Hiltner	1 year
ALT 1: Victoria Airgood	5 years
ALT 2:	4 years

CITIZENS FINANCE COMMITTEE

Scott Sillars	3 years
Brian McDonald	1 year
Will Dove	3 years
Adrienne Krepke	3 years
Gary Patteson	2 years

TRAFFIC & TRANSPORTATION COMMITTEE

Anton Lahnston	3 years
Ralph Widner	3 years
Pam Hersh	2 years
Robert Altman	3 years
Surinder Sharma	3 years
Murali Balasubramanian	2 years
Jan Weinberg	1 year

ANIMAL CONTROL ADVISORY COMMITTEE

Dona Schneider	2 years
Steve Frakt	3 years

TRANSIT TASK FORCE

Kevin Wilkes

Nat Bottigheimer

TRANSIT TRUST FUND

Bernie Miller
Jenny Crumiller
Liz Lempert
Scott Sillars
Anton Lahnston
Jack West

LOCAL IMPROVEMENT BOARD

Patrick McLaughlin 1 year
Robin Wallack 2 years

CONSTRUCTION BOARD OF APPEALS

Bruce Jefferson, Plumbing 3 years
Antonio D. Pirone 4 years
Joseph Matticoli, Electric 4 years

FREE B TASK FORCE

Anton Lahnston
Marvin Reed
Nat Bottigheimer
Hilly Geertz,
Robert Freudenberg
Ed Truscelli (non-voting – PCH liaison)
Don Mayer-Brown (non voting – staff contact)
Fay Reiter (non-voting – Elm Court liaison)
Sue Hoskins (non-voting – PSRC liaison)

I, **Linda S. McDermott**, Municipal Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council of Princeton at its meeting held February 11, 2013.

Linda S. McDermott
Township Clerk

**RESOLUTION
MAYOR AND COUNCIL OF PRINCETON
SUPPORTING SUSTAINABLE STATE FUNDING FOR PRESERVATION AND STEWARDSHIP
OF OPEN SPACE, PARKS, FARMLAND AND HISTORIC SITES IN NEW JERSEY**

Whereas, New Jersey has a long and successful history of preserving open space, parks farmland and historic sites; and

WHEREAS, the Green Acres Program has helped to preserve over 650,000 acres of land and supported more than 1,100 park development projects over the past 50 years; the State Agricultural Development Committee has preserved 200,000 acres of farmland over the past 30 years; and the Historic Trust has preserved 477 historic sites over the past 45 years; and

WHEREAS, all remaining funds for these programs under the Green Acres, Water Supply and Floodplain Protection, Farmland and Historic Preservation Bond Act of 2009 will be fully allocated by the end of 2012; and

WHEREAS, Princeton has been the direct beneficiary of and partner to, these critical state preservation programs; and

WHEREAS, substantial unmet needs remain for additional land and water protection, park development, and farmland and historic preservation, for the health and welfare of our communities and residents; and

WHEREAS, it is imperative that a long-term, dedicated source of funding be established in order to:

- Sustain open space, farmland and historic preservation programs beyond the 2009 Bond Act
- Improve and ensure proper stewardship of parks, preserved lands and historic sites
- Provide equitable access to quality parks and recreation in urban, suburban, and rural areas
- Match and leverage local, county and private funds for these purposes
- Protect drinking water supplies, water quality, and alleviate costly flood damages
- Preserve fish and wildlife habitat and provide public access for hunting and fishing
- Revitalize cities and towns
- Protect our quality of life and economic prosperity

NOW, THEREFORE, BE IT RESOLVED on this 11th day of February, 2013, by the Mayor and Council of Princeton, County of Mercer, State of New Jersey that:

1. Princeton supports establishment of a long-term, dedicated source of state funding for these purposes.
2. A certified copy of this resolution be served upon Governor Chris Christie, Senator Christopher Bateman, Assemblyman Jack M. Ciattarelli and Assemblywoman Donna M. Simon, Freeholders of Mercer County, NJ Keep It Green and the New Jersey State League of Municipalities.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								

I, LINDA McDERMOTT, Clerk of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Princeton at a meeting held February 11, 2013

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Princeton, this 11th day of February, 2013.

LINDA McDERMOTT
Princeton Clerk

RESOLUTION

TO GO INTO CLOSED SESSION
(Open Public Meetings Act Sec.3)

BE IT RESOLVED by the Mayor and Council of Princeton:

1. This body will now convene into a closed session that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7B of the Open Public Meetings Act.
2. The general nature of the subject or subjects to be discussed in said session is as follows:

Negotiations

3. Stated as precisely as presently possible, the following are the time when and the circumstances under which the discussion conducted at said session can be disclosed to the public:

Within 90 days or upon settlement of litigation, if applicable

Date: 2-11-13