

COUNTY OF MERCER

PRINCETON

STATE OF NEW JERSEY

**RESOLUTION NO. 2013-**

WHEREAS, from 2000 through 2012, the municipality formerly known as the Township of Princeton (“the Township”) implemented a deer management and deer removal program throughout the Township in an effort to reduce its white-tailed deer population to a healthy and manageable level; and

WHEREAS, the United Bowhunters of New Jersey (“UBNJ”) is a New Jersey not-for-profit organization that participates actively in conservation programs throughout the State of New Jersey; and

WHEREAS, from 2003 through 2012, the Township each year entered into a no-cost service agreement with UBNJ to provide deer removal services on certain Township-owned properties using bow hunting; and

WHEREAS, as of January 1, 2013, the Township of Princeton and Borough of Princeton consolidated pursuant to the New Jersey Municipal Consolidation Act, *N.J.S.A. 40:43-66.35* to become the new municipality of Princeton (“Princeton”); and

WHEREAS, Princeton desires to continue the deer management and deer removal program formerly implemented by the Township; and

WHEREAS, UBNJ wishes to provide deer removal services on those municipally-owned properties during the 2013-2014 State-designated bow hunting seasons, as more specifically set forth in the proposal dated September 17, 2013, attached hereto; and

# UNITED BOWHUNTERS OF NEW JERSEY

John Erndl, President  
Jack Spoto, Vice President  
Pete Planer, Treasurer  
Craig Hanlon, Executive Secretary

Regional VPs-  
Pete Graziano, Northern Region  
Philip Habrukowich, Central Region  
Rob Fischer, Southern Region



## United Bowhunters of New Jersey Deer Management Proposal Township of Princeton, New Jersey September 17, 2013

### Deer Management Overview

The United Bowhunters of New Jersey ("UBNJ") respectfully submits this proposal to conduct a Deer Management Program in Princeton Township, New Jersey. The UBNJ is and continues to be recognized statewide for its successful efforts in conducting Deer Management Programs for dozens of organizations and municipalities. The UBNJ has proven that it and its members can conduct safe, efficient, economical and quiet Deer Management solutions using archery equipment. The Deer Management Program implemented by the UBNJ is one of the first such programs in America. The UBNJ has been contacted by many states and providences in North America for the purpose of running and administering Deer Management solutions.

The UBNJ proposes to conduct its Deer Management Program on the Princeton Township properties as listed in the attached Schedule "A". The following list is an overview of the Deer Management solutions that will be implemented in Princeton Township, New Jersey:

1. The program hunters will be limited to UBNJ members who are in good standing with the organization.
2. The UBNJ will subject all hunt participants to an archery proficiency test.
3. All hunt participants will be subjected to an extensive safety orientation.
4. All hunt participants and their actions are governed by 30 rules and regulations in addition to any rules the township deems necessary. A copy of the Princeton Township Proposed Deer Management Program Rules and Regulations is attached as Schedule "B".
5. All hunt participants are thoroughly checked for Fish and Wildlife violations.
6. All hunt participants will be subject to a criminal background check by local authorities.
7. The UBNJ will provide Princeton Township and its police department with a roster of hunters complete with hunter vehicle identification information.
8. The UBNJ will provide a Hunt Manager and Hunt Monitors to enforce all rules and regulations.
9. The UBNJ will implement a Deer Management Program, not a Trophy Hunt, therefore the taking of antlerless deer must be completed before a hunter can take a buck.
10. The UBNJ will provide harvest data to the township to evaluate success.

11. The UBNJ will provide manpower for any land posting or general property stewardship.
12. The UBNJ will arrange for deer to be processed by a butcher and donated to a Homeless Shelter or Food bank (This is the only item for which a cost will be assessed to Princeton Township).
13. Should Princeton Township opt out of using a deer processor, deer will be taken and processed by the individual hunter or donated to local game dinners.
14. If requested, the UBNJ will provide references from other municipalities and entities.
15. The UBNJ will provide 24/7 contact numbers of program administrators to address any concerns of Princeton Township officials.
16. The UBNJ carries a \$5M liability insurance policy for all Deer Management Programs

In summation, the UBNJ is proposing to conduct a Deer Management Program, free of cost to Princeton Township. This Deer Management Program has been conducted in dozens of situations and has a 20+ year accident free record. The Princeton Township deer herd, due to the exemplary efforts of township officials, is now at a level that can be successfully and safely maintained using recreational archery hunting techniques. The implementation of a UBNJ Deer Management Program in Princeton Township can and will efficiently maintain the deer herd in the township. In this time of cost-cutting, particularly at the municipal level, the implementation of the UBNJ's Deer Management program is a practical and economical solution.

Thank You,



Jack Spoto  
UBNJ Hunt Manager



# SCHEDULE "A"

Schedule "A"  
Property List-Princeton, NJ

UNITED BOWHUNTERS OF NEW JERSEY DEER MANAGEMENT PROGRAM

TOWNSHIP/COUNTY LANDS

<b>Mercer County, Herrontown Park</b>
<b>Woodfield Tract</b>
<b>Puritan Tract</b>
<b>Rosedale-Green Acres Tract</b>
<b>Quaker Tract</b>
<b>Autumn Hill Park</b>
<b>Fieldwood Tract</b>
<b>Gulick Tract</b>
<b>Princeton SOC Tract</b>

# SCHEDULE "B"

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## Schedule "B"

# United Bowhunters of New Jersey

Host Owner/Township of Princeton,  
County of Mercer,

### Deer Management Program Rules, Regulations & Procedures

All State & local laws and regulations pertaining to hunting and parks apply, including any additional season limitations, dates and bag limits, set forth by the Host Owner, Township, County, State or UBNJ. In addition, the following special rules, regulations & procedures apply as a minimum for all hunts:

1. All applicant hunters must be current **individual** UBNJ members in good standing thus being covered by UBNJ insurance for a minimum of one million dollars of general liability only while on approved hunt properties at approved times for approved activities. ( preparation, set-up, scouting & hunting )
2. No hunt will commence without the hunt manager being in possession of an annual signed UBNJ selected members only **hunt authorization permission letter** or contract issued by the host officials. ( original to UBNJ Hunt Chairman ) The selected UBNJ hunters are not permitted to have any **non-selected person(s)** with them on the hunt properties for any purpose.
3. All applicants must be **18** years of age and possess an applicable valid **hunting and driver's license**. All applicants will be required to possess a valid **NJ Firearms ID card**. Applicants may apply for an unlimited number of hunts yearly but will be chosen to participate in no more than **two** per year. All hunters must submit new applications each year. UBNJ general application and hunt set up period is **January to June**, however applications will be accepted at any time. July, August and September are the targeted months for the safety / orientation and proficiency tests.
4. Applicants will be selected by **lottery** style drawing if applications exceed hunt quotas prior to individual hunt deadlines, established by hunt managers and the host officials. Applicants will be selected in the order in which they were received if under quotas or as deadlines expire. **Preference** to Twp. / County residents, successful program hunters and those designated by host officials may occur for a period of no longer than **three** consecutive years before hunter is placed back into the general application process. **Non-selected** applications will be maintained in a **yearly reserve / waiting file** in the order in which they were received. These applications will be used to fill openings during the hunt year and may be given preference for future selection.

## UBNJ Deer Management Rules, Regulations & Procedures

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5. All successful applicants must attend and pass a UBNJ **safety / orientation and proficiency test** prior to hunting. ( 3 out of 4 arrows in 9" circle at 20 yards ) ( 3 out of 4 slugs and or muzzle loading rifle bullets in 9" circle at 50 yards ) The proficiency test certification is specific to the weapon used during the test. Consecutive year hunters need not test again unless directed by a hunt manager due to a change in weapons or physical abilities. The safety / orientation will be attended every year by all participants.
6. Selected hunters will be **evaluated** during each years hunt by the Div. Of Fish and Wildlife, UBNJ and host officials regarding participation and discipline in and out of the program. During the hunt year, additions, adjustments or replacements will be made as necessary and filled from the specific hunt reserve / waiting files.
7. **Vehicle ID** passes will be issued consisting of a 3 x 5 card (or similar) with UBNJ Logo, UBNJ member # and season dates only. The hunter will display the card on their vehicle dashboard while hunting. The UBNJ # on the vehicle ID can be checked against the hunter roster prepared by the hunt manager. The **hunter roster** will contain only UBNJ #, hunting license #, hunter full name, address, contact phone numbers, vehicle plate #'s / description and primary zone / property assignment. \* All other hunter ID information is confidential to UBNJ hunt administration, host officials and ID / background check officials if required for a specific purpose. Roster is given to hunt officials, UBNJ Hunt chairman and hunters for patrol & contact info. All other hunt documents are maintained by hunt manager and stored. Vehicle changes are made through hunt manager prior to use. Parking areas and sign in and out procedures may be used if feasible for specific hunts.
8. Hunting is restricted to the portions of the properties designated as open to deer hunting and site-specific non-transferable areas or zones may be assigned. Unless otherwise specified, **switching** of zones or specific stand sites, is authorized in all hunts between two consenting hunters or if an area is shown to be lacking the assigned hunters presence for an extended period of time. The hunters will work together and contact each other for switching to meet the deer harvest goals of the property. All conflicts with switching areas will be handled by the hunt manager and or UBNJ chairman / President and may result in expulsion.
9. **One** antlerless deer must be taken from applicable hunt property prior to the taking of each antlered deer whether Div. F&W Earn a Buck exists or not. Once a buck is taken another antlerless deer is required. ( Bank A Doe will Apply ) UBNJ promotes and directs hunters to practice **QDM** by harvesting **antlerless deer** at every opportunity possible and mature bucks only while hunting the program properties. Hunters found purposely not harvesting antlerless deer will be removed from the program and replaced.

## UBNJ Deer Management Rules, Regulations & Procedures

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10. Deer harvested must be **checked in** at a State check station determined by UBNJ and the NJ Div. Of Fish and Wildlife for this program and will be **reported** with State check station steel tag number to the designated hunt manager. The hunt manager will provide the hunt chairman and host officials with an **annual report** documenting the harvest statistics and facts regarding the hunt.
11. Hunting may begin one half hour before **sunrise** and ends one half hour after **sunset** as required by the State.
12. Only **deer** may be hunted; any other hunting is strictly prohibited unless otherwise authorized by UBNJ Hunt Chairman or President.
13. Only **portable stands** that do not harm trees will be permitted with each hunter only setting up 2 stands per property area/zone and removing them within 14 days of the hunters' completion or the season end. Screw in, removable steps are permitted. No permanent items or stands permitted. Minimal pruning of branches permitted unless otherwise directed for specific properties.
14. All hunting will be conducted from 12' minimum **elevated portable deer stands** at least 25 yards away from a utilized property trail or road. No ground or stalk hunting.
15. All elevated deer stands will have the hunter's **UBNJ member #** inscribed or written upon it. The numbers must be legible from the ground.
16. Hunters must use a **safety harness** commercially made for tree stand hunting.
17. No arrow will be nocked or firearm loaded until the hunter is **in position** on his or her elevated deer stand.
18. **Firearm** hunting and deer drives are prohibited unless otherwise directed for specific hunt missions.
19. If a **firearm** hunt is **authorized** by the UBNJ Deer Management Chairman or UBNJ President, it will be conducted with shotgun slug or muzzle loading rifle bullets only and will follow the same UBNJ hunt rules and regulations.
20. All hunters will have in their **possession** a UBNJ member card & Photo drivers license or **ID** as well as their required hunting licenses and permits.
21. The use or possession of **alcoholic beverages** or body/mind altering **substances** before or while on the hunt properties is prohibited. **Smoking** is prohibited on the hunt properties.
22. The release of any nocked arrow or firearm discharge, other than in the act of hunting, is prohibited. No **target practice** on hunt properties.

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Contributions, gifts, and membership dues made to the United Bowhunters of New Jersey, A New Jersey Non Profit Corporation are not deductible as charitable contributions for Federal Income Tax Purposes

Rev. 8-1-06 T-BOW

## UBNJ Deer Management Rules, Regulations & Procedures

23. **All State & local laws, rules and regulations pertaining to crimes, hunting and parks apply.**
24. **All current NJ Div. Of Fish & Wildlife laws, rules & regulations, season dates, licenses, permits and bag limits apply**
25. **Any applicant who is prohibited by law or court order from possessing a firearm, bow or weapon, who has been convicted of a felony or indictable crime or who within three years of the date of application has violated either the NJ Fish and Game Code or any local regulation pertaining to parks or to hunting will not be eligible for this hunt.**
26. **The applicable Private Host Owner, Township, County, State government and UBNJ have the authority to stop the hunt at any given time.**
27. **Applicant agrees to abide by any additional rules, regulations, conditions, procedures or restraints set forth by the UBNJ, applicable Private Host, Municipality, County and State government.**
28. **In addition to Private, Municipal, County and State law enforcement officials, UBNJ full time Council members will be utilized as hunt monitors to ensure safety and adherence to rules and regulations. Council hunt monitors must attend and help run the specific hunt orientation and proficiency test to be eligible to monitor and hunt.**
29. **UBNJ full time Council members will be used in conjunction with and in addition to selected hunters on all program properties to accomplish deer management harvest goals. Council members will not count toward the hunter quotas for said properties. Council monitors will be assigned hunt areas/zones and follow switching zone rules.**
30. **Violation of any special rules, regulations, conditions, procedures or any applicable State law or local regulation will result in the immediate loss of hunting and access privileges on all UBNJ Deer Management Hunt properties present or future and will also subject the hunter to applicable law penalties.**

UBNJ Deer Management Rules, Regulations & Procedures

**RULES, REGULATIONS & PROCEDURES CERTIFICATION OF APPLICANT**

I \_\_\_\_\_ [please print name] certify that I have read, fully understand and agree to abide by the above 30 numbered groups of UBNJ Deer Management Hunt Rules, Regulations & Procedures as well as all State & local laws.

\* [signed original kept by UBNJ, copy of rules give to hunters for future reference]

\_\_\_\_\_  
[Signature & Date]

# United Bowhunters of New Jersey

Host Owner/Township of Princeton,  
County of Mercer,  
State of New Jersey

## ***RELEASE OR COVENANT NOT TO SUE***

### **KNOW ALL MEN BY THESE PRESENT:**

In consideration of the privilege of access to the **Princeton Township Parks**, located in the Township of Princeton, County of Mercer and the State of New Jersey for the purpose of deer hunting as applicable and as a condition to the issuance of permission or permit to participate in this Deer Management Hunt, therefore I the undersigned do hereby release and agree to forever hold harmless **Princeton Township**, The United Bowhunters of New Jersey and their authorized agents and officials from all claims, demands, actions, debts, liabilities, judgments, costs, attorney's fees or expenses resulting from or incident to any loss or injury from any inherent or otherwise dangerous condition, whether hidden or obvious, which might exist on, in or under, above or near any authorized hunting area, whether any such inherent or otherwise dangerous condition is known to said **Princeton Township** and the United Bowhunters of New Jersey or officials or agents thereof and whether or not notice of the existence of any such condition is given or not, also for any loss or injury resulting from hazards that may exist incident to hunting on the **Princeton Township Park** properties. Lyme's Disease from tick bite is a risk you assume on all hunting properties. The provisions contained herein shall be binding upon my heirs, executors, administrators, guardians, representatives and assigns.

## **HUNTER RESPONSIBILITY AND COMPLIANCE**

I, the undersigned, acknowledge and agree to my responsibility for understanding and abiding by the rules, regulations and directions provided in the mandatory orientation session, the annual hunting and security plan and by all aforementioned officials. I also understand and agree that any violation of these rules, regulations and directions places me in automatic suspension of my hunting and access privileges to ALL properties included in this Deer Management Hunt and ALL other present or future Deer Management Hunts administered by United Bowhunters of New Jersey throughout NJ.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

## United Bowhunters of New Jersey

### Consent to Criminal Law, Local Law, and NJ Fish & Wildlife Code Violations History Check

I hereby authorize UBNJ and any applicable State, County or Township Police Law Enforcement Agency acting on behalf of **Princeton Township** and the NJ Division of Fish & Wildlife to access and check the State and local records for the purpose of determining whether I have been convicted of any crime or offense or am currently restricted or barred under any court order that would prohibit me from possessing a firearm or weapon of any type. I authorize a check to determine whether I have been convicted of a felony or indictable crime. I further authorize a check to determine whether I have violated NJ Division of Fish and Wildlife Law or Regulation Codes or have been convicted of any local regulation or ordinance pertaining to hunting or parks within three years of this application.

Name (print) \_\_\_\_\_

Social Security # \_\_\_\_\_ DOB \_\_\_\_\_

Current NJ All Around or Archery & Firearm Hunting License # \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

WHEREAS, membership in UBNJ is open to any resident of the State of New Jersey, subject to certain requirements; and

WHEREAS, all UBNJ members are required to carry liability insurance and are required to pass safety and proficiency tests; and

WHEREAS, since 2003, UBNJ has demonstrated the ability to safely remove deer from the publicly-owned properties in which it has operated; and

WHEREAS, although UBNJ's efforts have not been as effective as hoped in the past, nevertheless Princeton is willing to retain the services of UBNJ subject to the specific terms and conditions of the agreement attached hereto; and

WHEREAS, UBNJ will not be compensated for its services; and

WHEREAS, because this contract amount does not exceed the bid threshold, this contract award is exempt from public bidding pursuant to N.J.S.A. 40A:11-3a and 40A:11-6.1a; and

WHEREAS, Princeton has not solicited quotes for the provision of these services because it was not practicable to do so and because no money is being expended in exchange for the services provided;

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

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with the United Bowhunters of New Jersey, a New Jersey not-for-profit corporation with a mailing address of P.O. Box 11, Ringwood, New Jersey 07456, pursuant to the terms set forth in the attached agreement, said agreement to be subject to the approval of the Municipal Attorney.
2. The contract term shall terminate on or before March 1, 2014.

3. UBNJ shall provide a report containing harvest data to the Clerk with a copy to the Mayor and Council no later than April 15, 2014.
4. UBNJ shall not be compensated for its services.
5. The Mayor, Administrator, Clerk, Municipal Attorney and other appropriate staff and officials are hereby authorized and directed to undertake any and all other acts and execute any and all other documents as may be proper and necessary to effectuate the terms of this resolution.
6. A copy of this resolution and the executed agreement shall be placed on file in the office of the Clerk.
7. A notice of this action shall be published in The Princeton Packet.

#### CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the foregoing Resolution was considered and adopted by the Princeton Council at its regular meeting held on the 14th day of October, 2013.

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Linda S. McDermott, Clerk  
Princeton

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

**DEER MANAGEMENT SERVICES AGREEMENT**

This **DEER MANAGEMENT SERVICES AGREEMENT** (the “Agreement”), entered into this \_\_\_\_ day of October, 2013, by and between **PRINCETON**, a municipal corporation of the State of New Jersey located in the County of Mercer, whose mailing address is 400 Witherspoon Street, Princeton, New Jersey, 08540 (“Princeton”) and **UNITED BOWHUNTERS OF NEW JERSEY**, a New Jersey nonprofit corporation with a mailing address of P.O. Box 11, Ringwood, New Jersey 07456 (“UBNJ”).

**WITNESSETH**

WHEREAS, from 2000 through 2012, the municipality formerly known as the Township of Princeton (“the Township”) implemented a deer management and deer removal program throughout the Township in an effort to reduce its white-tailed deer population to a healthy and manageable level; and

WHEREAS, since 2003, one component of that deer management program involved limited bow hunting on certain Township-owned properties; and

WHEREAS, the United Bowhunters of New Jersey (“UBNJ”) is a New Jersey not-for-profit organization that participates actively in conservation programs throughout the State of New Jersey; and

WHEREAS, from 2003 through 2012, the Township each year entered into a service agreement with UBNJ to provide deer removal services using bow hunting on those Township-owned properties that are not restricted against hunting and are otherwise suitable; and

WHEREAS, since 2003, UBNJ has demonstrated the ability to safely remove deer from the publicly-owned properties in which it has operated, albeit it with somewhat disappointing results; and

WHEREAS, as of January 1, 2013, the Township of Princeton and the Borough of Princeton consolidated pursuant to the New Jersey Municipal Consolidation Act, *N.J.S.A. 40:43-66.35*, to become the new municipality of Princeton (“Princeton”); and

WHEREAS, Princeton desires to continue the deer management and deer removal program formerly implemented by the Township; and

WHEREAS, UBNJ wishes to continue providing deer removal services on those municipally-owned properties it has used in the past; and

WHEREAS, Princeton wishes to retain the services of UBNJ on the terms set forth herein below; and

WHEREAS, membership in UBNJ is open to any resident of the State of New Jersey, subject to certain requirements; and

WHEREAS, Princeton has by resolution authorized a contract with UBNJ for deer management services pursuant to the provisions of the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*;

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

**1. Services of UBNJ.**

a. UBNJ agrees to perform deer management services for Princeton as set forth in Exhibit A attached hereto and made a part hereof as if fully set forth herein (the “Designated Services”) and further subject to the specific terms, conditions and restrictions set forth in Exhibit

A and any attachments thereto. The Designated Services shall be performed only on those public lands owned identified in Exhibit A (the “Designated Properties”). UBNJ and UBNJ’s agents shall be solely responsible for knowing at all times where they are and for remaining within the boundaries of the Designated Properties.

b. UBNJ shall utilize only individual members in good standing of UBNJ and who further meet all of the qualification requirements set forth in Exhibit A (including any attachments thereto) to perform the Designated Services. UBNJ shall employ a lottery system to select the members who will perform said Designated Services. Hereinafter the term “agent” shall refer to any individual member of UBNJ who meets the qualifications set forth in Exhibit A (including any attachments thereto) and who has been selected by UBNJ to perform the Designated Services.

c. UBNJ shall be solely responsible for ensuring the full and proper completion of the Designated Services, and shall devote whatever time and attention is necessary to reasonably ensure the adequate performance of the Designated Services in a professional and competent manner.

d. UBNJ represents that it is a corporation duly organized and existing in good standing under the laws of the State of New Jersey. UBNJ further represents that it, and any of its members and agents performing the Designated Services are duly licensed, certified and/or registered as may be necessary to provide such Designated Services to Princeton. UBNJ covenants and represents that all Designated Services will be performed in full compliance with any and all applicable federal, state and/or local laws, statutes, rules, regulations and ordinances, including without limitation any and all requirements of the New Jersey Division of Fish and Wildlife, and in accordance with the terms and conditions set forth in Exhibit A (including any attachments thereto) .

**2. Term.** This Agreement shall commence on the date set forth at the top of this Agreement and shall expire on March 1, 2014.

3. **Compensation.** Princeton shall not provide any compensation to UBNJ for its services.

4. **Termination.** UBNJ shall have the right, without prejudice to any other right or remedy it may have, to terminate any or all of its Designated Services if: a) the provision of the Designated Services as set forth in Exhibit A is disrupted to the extent it makes it impossible or impractical to perform such services; or b) UBNJ believes that the services cannot be performed safely. Princeton shall have the right, without prejudice to any other rights or remedies it may have, to terminate this Agreement with respect to all or any Designated Services at any time.

5. **Independent Contractor Status.**

a. UBNJ shall perform all services under this Agreement as an “independent contractor” of Princeton.

b. Princeton agrees that UBNJ, as an independent contractor, shall be entitled to exercise such discretion and judgment in the provision of its services as needed to fulfill and comply with the requirements set forth in this Agreement.

c. The parties agree that Princeton will not provide UBNJ, its principals, agents, employees or members any benefit, coverages or privileges, including, without limitation, social security, profit-sharing, unemployment, workers’ compensation, disability, medical insurance, life insurance or pension benefits, that Princeton might provide to employees of Princeton. Unless otherwise required by law, Princeton does not intend and shall have no obligation to UBNJ to withhold any sums due UBNJ for, and UBNJ retains all obligations and liability relating to, the payment of UBNJ’s federal, state and local income and employment taxes, and UBNJ shall hold Princeton harmless from any failure on UBNJ’s part to meet its obligations pursuant to this Section 5 of the Agreement.

d. UBNJ is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, Princeton or to bind Princeton in any manner.

e. UBNJ agrees it shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts:

(1) To discharge or refuse to hire any individual because of their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination provisions set forth in Exhibit B, attached hereto and made a part hereof.

(2) To discriminate against any individual in the terms, conditions, or privileges of employment because of that individual's age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

**6. Insurance.** UBNJ shall procure and maintain for the duration of this Agreement, at its sole expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Designated Services undertaken by UBNJ pursuant to this Agreement. The coverage set forth below shall be provided for each of UBNJ's agents selected to perform the Designated Services.

Coverage shall be in the following form and amounts:

- General Liability: Coverage with combined single limits per occurrence for bodily injury, personal injury, and property damage in the amount of one million dollars (\$1,000,000) per single occurrence and one million dollars (\$1,000,000) annual aggregate.

Such insurance shall require that Princeton be notified at least 30 days in advance of the cancellation thereof. UBNJ shall furnish Princeton with a certificate or certificates of insurance evidencing the coverage required hereunder prior to commencing any Designated Services and from time to time as may be reasonably requested by Princeton.

**7. Indemnification.**

a. UBNJ agrees to indemnify, defend, and save Princeton and its officers, employees, and agents forever harmless from and against, and to promptly make payment for any and all losses, damages, expenses (including, without limitation, court costs, amounts paid in settlement, judgments, reasonable attorneys fees or other expenses for investigating and defending, including, without limitation, those arising out of the enforcement of this Agreement), suits, actions, claims, deficiencies, liabilities or obligations sustained or incurred by Princeton as a result of UBNJ's performance of the Designated Services described herein, except for those sustained or incurred based on allegations that the Designated Services provided herein are unauthorized or illegal.

b. Princeton agrees to indemnify, defend, and save UBNJ and its directors, officers, employees, owners, agents and affiliates and their successors and assigns or heirs and personal representatives forever harmless from and against, and to promptly make payment for any and all losses, damages, expenses (including, without limitation, court costs, amounts paid in settlement, judgments, reasonable attorneys fees or other expenses for investigating and defending, including, without limitation, those arising out of the enforcement of this Agreement), suits, actions, claims, deficiencies, liabilities or obligations sustained or incurred by UBNJ relating to, caused by or resulting from:

(1) allegations that the Designated Services provided herein are unauthorized or illegal;



**10. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral relating to the subject matter of this Agreement. No representation, promise, inducement or statement of intention not set forth in this Agreement has been made by or on behalf of either party hereto.

**11. Amendment.** This Agreement may be amended or modified only by a written instrument executed by both Princeton and UBNJ.

**12. Governing Law.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

**13. Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of both parties and their respective permitted successors, assigns and other legal representatives. Neither this Agreement nor the rights arising hereunder shall be assignable by either of the parties hereto to any third party without the prior written consent of the other party to this Agreement.

**14. No Third Party Beneficiaries.** Nothing in this Agreement shall be deemed or construed as creating or granting any benefits or rights to third parties or as an admission of liability by either Princeton or UBNJ. Furthermore, nothing in this Agreement shall be construed as a waiver of any of Princeton's immunities or defenses under state or federal law.

**15. Miscellaneous.**

a. No waiver by either party of any right, condition, term or provision of this Agreement shall operate as a waiver of any preceding or subsequent right, condition, term or provision hereof. A waiver or consent given by either party on any one occasion shall not be construed as a bar or waiver of any right of such party on any other occasion.

b. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year set forth above.

ATTEST:

**MUNICIPALITY OF PRINCETON**

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

By: \_\_\_\_\_  
Hon. Liz Lempert, Mayor

WITNESS OR ATTEST:

**UNITED BOWHUNTERS OF  
NEW JERSEY**

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
, President

## EXHIBIT A

### DESIGNATED SERVICES

1. **Project.** Pursuant to the terms and conditions of the Deer Management Services Agreement (“Agreement”) by and between Princeton and UBNJ, UBNJ agrees to perform the following services for Princeton: Remove white-tailed deer by means of bow hunting from the specific properties set forth below and subject to the following terms and conditions:

a. Deer may be removed from the following properties only (the “Designated Properties”), during the 2013-2014 State-designated fall, permit and winter bow hunting seasons for Zones 12 and 14 ("Designated Dates") as set forth and/or modified below, and **no hunting whatsoever shall be permitted outside of said dates or on Sundays:**

- (1) **Fieldwood** (Cherry Valley Rd., Block 701, Lot 9.85):
  - Fall bow: September 14 – October 25, 2013
  - Permit bow: October 26 – December 24, 2013  
December 26 – December 31, 2013
  - Winter bow: January 1 – February 15, 2014
- (2) **Stony Brook / Puritan Court** (Pretty Brook Rd., Block 5101, Lots 9-12):
  - Fall bow: September 14 – October 25, 2013
  - Permit bow: October 26 – December 24, 2013  
December 26 – December 31, 2013
  - Winter bow: January 1 – February 15, 2014
- (3) **Autumn Hill Reserve** (Herrontown Rd., Bl. 1201, Lot 1; Bl. 1302, Lot 1):
  - Permit bow: October 26 – December 24, 2013  
December 26 – December 31, 2013
  - Winter bow: January 1 – February 15, 2014

**No hunting whatsoever may take place in the Autumn Hill Reserve prior to December 1, 2013**

## EXHIBIT A

- (4) **Gulick Farm** (Block 1502, Lot 2.02):
  - Fall bow: September 14 – October 25, 2013
  - Permit bow: October 26 – December 24, 2013  
December 26 – December 31, 2013
  - Winter bow: January 1 – February 15, 2014
  
- (5) **Stony Brook** (Quaker Road, Block 9901, Lots 4, 9 & 10):
  - Fall bow: September 14 – October 25, 2013
  - Permit bow: October 26 – December 24, 2013  
December 26 – December 31, 2013
  - Winter bow: January 1 – February 15, 2014
  
- (6) **Herrontown Woods**, *subject to County approval (to be obtained directly by UBNJ)*
  - Permit bow: **December 1** – December 24, 2013  
December 26 – December 31, 2013
  - Winter bow: January 1 – February 15, 2014

**No hunting whatsoever may take place in Herrontown Woods prior to December 1, 2013**

Princeton shall cause a notice informing the public of the designated dates and locations to be published promptly on Princeton’s website and in Princeton’s newsletter and shall submit said notice to Princeton’s official newspaper for publication.

b. The maximum number of agents who shall be permitted to hunt each Designated Property at any one time shall be as follows:

- (1) **Fieldwood: 1**
- (2) **Stony Brook / Puritan Court: 3**
- (3) **Autumn Hill Reserve: 5**
- (4) **Gulick Farm: 1**
- (5) **Stony Brook / Quaker Road: 1**
- (6) **Herrontown Woods: 5, *subject to County approval***

## **EXHIBIT A**

**2. Requirements and limitations.**

a. UBNJ's agents shall be responsible at all times for knowing where they are and remaining within the boundaries of the above-referenced lots, and for knowing how many other agents might also be present on the Designated Properties.

b. **Each selected agent shall be required to check in with the Princeton Police Department upon arrival at his or her designated property and shall be required to check out with the Princeton Police Department prior to leaving the designated property.**

c. Only bow hunting (including the use of cross-bows) shall be permitted. Hunting with firearms of any kind shall be strictly prohibited.

d. UBNJ will select its agents via a lottery system. UBNJ shall supply a hunter identification card and a vehicle pass to each selected agent. The agent shall be required to have the hunter identification card in his or her possession at all times while hunting on Designated Properties and shall be required to display the vehicle pass on the dashboard of his or her vehicle in such a manner that it can be viewed easily from the outside.

e. Only selected agents shall be permitted to perform the Designated Services under this Agreement, and ***shall be prohibited from having any non-selected agent or individual with them*** while engaged in active hunting.

f. Before any hunting may take place, UBNJ shall provide evidence satisfactory to Princeton that all of the participating agents have passed a proficiency test that shall at a minimum require each individual to shoot 3 out of 4 arrows inside a 9-inch circle from a standing position at least 20 yards from the target, or such other proficiency test as shall be specifically approved by the Princeton Chief of Police or his designee. Princeton's acceptance of such evidence shall not create

**EXHIBIT A**

any duty or liability on the part of Princeton. The responsibility for the training and shooting proficiency of UBNJ's agents shall remain with UBNJ.

g. Any agent authorized to hunt on the Designated Properties shall be required to possess the following minimum qualifications and shall be required to provide the following minimum information to Princeton prior to beginning any hunting activities on the designated properties:

- (1) The name and address of the agent.
- (2) The agent's date of birth. No one under the age of 18 shall be permitted to hunt on any of the Designated Properties.
- (3) The agent's license plate number.
- (4) A photocopy of the agent's current hunting license and any applicable State permits.
- (5) A signed Consent to Criminal, Local, and New Jersey Fish and Game Code Violations History Check form, and a signed affidavit that the agent is not prohibited by law from possessing a firearm and has not been convicted of any felonies. The above-referenced history check shall be performed by the Princeton Chief of Police or his designee. No one who is prohibited by law from possessing a firearm, who has been convicted of a felony, who has violated any provisions of the New Jersey Fish and Game Code, or who has violated any State or local regulation pertaining to parks or to hunting shall be permitted to hunt on any of the Designated Properties.
- (6) A copy of the agent's UBNJ-issued hunter identification card.
- (7) A copy of a certificate of insurance confirming coverage as required in paragraph 6 of this Agreement.
- (8) A signed affidavit that the agent has passed UBNJ's marksmanship and proficiency test, which test shall meet the requirements set forth in paragraph 2(f) above.

h. Prior to any hunting activities taking place, UBNJ or UBNJ's agents shall post Princeton-supplied and approved warning signs at the entrances to and along the boundaries of the

## **EXHIBIT A**

Designated Properties that notify the public that hunting is taking place on said properties.

i. Only white-tailed deer may be hunted; the hunting, shooting, killing, pursuit or removal of any other wildlife shall be strictly prohibited.

j. **Deer drives of any sort whatsoever shall be strictly prohibited.**

k. Any State or local law or regulation to the contrary notwithstanding, **no hunting may take place within 450 feet of an occupied building or structure or school playground** without the prior written consent of the owner, and it shall be solely the responsibility of UBNJ or UBNJ's agents to obtain such consent.

l. Any State or local law or regulation to the contrary notwithstanding, **no hunting whatsoever may take place on Sundays.**

m. No hunting may take place earlier than one-half hour before sunrise or later than one-half hour after sunset. UBNJ shall encourage its agents to discontinue their hunting activities during the period beginning two hours after sunrise and ending two hours before sunset.

n. UBNJ shall encourage its agents to maintain as great a distance as possible between themselves and any trail or road, but **in no event shall hunting take place closer than 20 yards from any trail or road.**

o. Hunting may take place from elevated tree stands only. Only portable stands that do not harm the trees shall be permitted. **Each stand shall bear an identification number and each agent will be required to provide that number when checking in and checking out pursuant to paragraph 2(b) above.** All stands shall be removed no later than ten (10) days following the end of that year's hunting activities on the designated properties.

p. All season dates and bag limits designated by the State of New Jersey Division of

## **EXHIBIT A**

Fish and Wildlife and the Fish and Game Council for Deer Management Zones 12 and 14 shall apply, **except that in each of the applicable hunting seasons, one antlerless deer must be taken prior to the taking of each antlered deer**, even if the Division of Fish and Wildlife Earn-a-Buck requirement does not apply.

q. All deer killed shall be removed from the designated properties in their entirety; no deer parts or remains shall be left in any park or property.

r. All deer must be checked in at such check station as the New Jersey Division of Fish and Wildlife designates for deer removed pursuant to this Agreement.

s. The release of any nocked arrow, other than in the act of hunting, is prohibited, and no arrow may be nocked until the agent is in position in an elevated tree stand.

t. Vehicles shall be restricted to public roads and designated parking areas.

u. No target practice shall be permitted anywhere on the Designated Properties.

v. The use or possession of drugs or alcohol by any agent while engaged in the performance of the Designated Services is prohibited and in addition to the application of any other penalties, shall result in the immediate termination of this Agreement.

### **3. Supervision and Enforcement.**

a. The agent(s) shall at all times be subject to the oversight and control of the Princeton Chief of Police, or his designee, who shall be authorized to order the cessation of all hunting activities at any time if the safety of any persons or the safety of personal property, including that of Princeton, is threatened as a result of said activity. Violations by the agent of any applicable State or local rules and regulations pertaining to hunting or the use of parkland shall be grounds for terminating the service agreement with the agent and shall be grounds for prohibiting the agent from

## **EXHIBIT A**

conducting any further hunting activities on any municipally-owned property. Where any such violation has occurred or where persons or personal property are endangered as set forth above, the Chief of Police or his designee is authorized to require that the agent(s) leave the park area immediately and take all steps necessary to eliminate the condition which endangers persons or personal property.

b. All State and local regulations pertaining to parks and to hunting shall remain in full force and effect and nothing herein shall be construed to abrogate same. Any violation of this Agreement, of the terms and conditions set forth herein, or of any applicable State or local regulation, will result in the immediate termination of this Agreement and will subject the agent to any applicable penalties, including but not limited to the general penalties set forth in section 1-6 of the “Code of the Township of Princeton, 1968” (“Code”).

c. The provisions of this Agreement and the provisions of any rules and regulations adopted by the Mayor and Council shall be enforced by the Princeton Police Department.

d. UBNJ shall utilize one or more hunt monitors to ensure compliance with the terms and conditions of this Agreement and all applicable federal, State and local regulations, and to ensure that Princeton’s deer management and deer removal goals set forth in this Agreement are met. **The name(s) of the hunt monitor(s) shall be provided to the Princeton Chief of Police or his designee prior to the start of any hunting activities.** *Under no circumstances will the hunt monitor(s) be permitted to participate in any hunting activities on the designated properties.*

e. UBNJ shall establish and implement a policy setting forth in detail how the agents’ activities will be monitored and violations identified and reported, and shall submit a copy of the policy to the Princeton Chief of Police for his review and approval.

## **EXHIBIT A**

**4. Report.** Every two weeks, UBNJ shall submit to the Princeton Police Chief and the Clerk a report that will at a minimum contain the following information:

a. The total number of antlered and antlerless deer taken from each of the Designated Properties;

b. The specific number of antlered and antlerless deer taken by each agent;

c. The number of hunter-hours spent by each agent in the performance of the Designated Services;

d. Whether any agents failed to comply with any of the terms and conditions set forth in this Agreement, even if inadvertently, and the measures taken to correct such violations.

In addition, within thirty (30) days of the completion of the designated services but in no event later than April 15, 2014, UBNJ shall submit a final report to the Clerk, with a copy to the Mayor and Council, containing all of the above information.

**5. Project Scope.** The goal of the Project is to remove as many deer as possible from the Designated Properties in order to further Princeton's goal of reducing its deer population to a maximum of 20 overwintering deer per square mile. The obligations of this Agreement, however, are separate and distinct from this goal and the parties agree to perform all of their obligations regardless of the number of white-tailed deer finally removed by the Completion Date of the Project.

**6. UBNJ Deer Management Program Rules, Regulations & Procedures.** UBNJ members hunting on the Designated Properties shall be required to comply with all rules, regulations and procedures established by UBNJ, except that the requirements and limitations set forth in this Agreement shall supersede those established by UBNJ in the event of any inconsistencies between same.

## **EXHIBIT A**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

ATTEST:

MUNICIPALITY OF PRINCETON

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

By: \_\_\_\_\_  
Hon. Liz Lempert, Mayor

WITNESS OR ATTEST:

**UNITED BOWHUNTERS OF  
NEW JERSEY**

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
, President

**EXHIBIT B**

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

**for**

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

**Pursuant to N.J.A.C. 17:27-3.5(a)1., each contractor shall submit to Princeton (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with Princeton, one of the following three documents:**

(1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or

(2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or

(3) An employee information report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts in the New Jersey Department of Treasury (“Division”) and distributed to Princeton to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit nor shall Princeton accept an employee information report unless the contractor certifies and agrees that he or she has never before applied for a certificate of employee information report in accordance with the rules promulgated by the Treasurer of the State of New Jersey (“Treasurer”) pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and submits immediately to the Division a copy of the employee information report.

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

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

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

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

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

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

**The following additional mandatory requirements, as set forth in N.J.A.C. 17:27-3.5(a)2, N.J.A.C. 17:27-3.6(a) and N.J.A.C. 17:27-3.7(a), shall apply to all contracts except to contracts that are subject to a Federally approved or sanctioned affirmative action program and when the contractor submits to Princeton appropriate evidence of same. During performance of this contract, the contractor agrees as follows:**

A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause;

B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, or sex;

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

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

E. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with:

(1) The applicable county employment goals established in accordance with [N.J.A.C. 17:27-5.2](#);  
or

(2) A binding determination of the applicable county employment goals determined by the Division, pursuant to [N.J.A.C. 17:27-5.2](#);

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

any recruitment agency which engages in direct or indirect discriminatory practices;

G. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;

H. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

## EXHIBIT C

### **N.J. BUSINESS REGISTRATION & SALES & USE TAX ADDENDUM**

P.L. 2004, c.57 requires all public contractors entering into goods, services and construction contracts with municipal contracting units to provide proof that they are registered with the N.J. Department of Treasury before entering into an agreement with a municipal contracting unit. P.L. 2004, c. 54 also requires that public contracts include mandatory language regarding the Sales and Use Tax. **P.L. 2004, c.57 only applies to contracts costing 15% or more of the applicable bid threshold. THE FOLLOWING SETS FORTH THE REQUIREMENTS OF P.L. 2004, C.57 AS THEY APPLY TO 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. If the Contractor subcontracts any of the work, the Contractor shall also:

Forward copies of proof of its subcontractors' business registrations to the municipal contracting unit.

Maintain and submit to the municipal contracting unit a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance.

Submit a complete and accurate list of subcontractors before final payment is made for goods provided or services rendered or for construction of the construction project.

#### **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.57:32B-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 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.57:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.