

**CERTIFICATION**  
**OF EXTRAORDINARY, UNSPECIFIABLE SERVICES**

**TO:** Mayor and Council of Princeton  
**FROM:** Robert W. Bruschi, Administrator  
**DATE:** October 24, 2013  
**RE:** White Buffalo, Inc. Agreement for Wildlife Management Services

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This is to request the Mayor and Council's approval of a resolution authorizing a contract to be executed as an extraordinary, unspecifiable service under N.J.S.A. 40A:11-5(1)(a)(ii) for the following:

**Firm:** White Buffalo, Inc., 26 Davison Road, Moodus, CT 06469 ("White Buffalo")

**Cost:** As set forth in White Buffalo's 30 September, 2013 proposal, services will be paid for labor and out-of-pocket expenses, with a \$63,870.00 not-to-exceed amount for services rendered. This amount may be increased by change order, as permitted by law.

**Period:** The contract shall begin on January 1, 2014 and terminate on March 15, 2014.

**Purpose:** Provide deer removal and deer management services, and deer population distance sampling estimate services to Princeton in connection with its 2013-2014 community-based deer management plan and designation as a special deer management area pursuant to P.L. 2000, c. 46.

This contract is requested to be awarded without competitive bids as an extraordinary, unspecifiable service under N.J.S.A. 40A:11-5(1)(a)(ii). I do hereby certify as follows:

1. Quotations have not been solicited for this project because it was not practicable to do so.
2. These services necessitate a thorough understanding of deer removal and deer management techniques, marksmanship, expertise and experience in the use alternative deer removal methods, as well as a thorough knowledge of Princeton and Princeton's deer herd and a proven record of safety and reliability. For these

reasons, the requested service is specialized and qualitative in nature requiring White Buffalo's expertise, extensive training, proven reputation, and lengthy experience managing Princeton's deer herd.

3. The sought-after services cannot reasonably be described in written specifications for the reasons set forth in numbers 2 and 3.
4. White Buffalo is uniquely qualified to provide the requested services because of the experience and reputation of its staff in the fields of wildlife biology and deer removal and deer management, and its experience with providing similar services to other agencies and communities as well as to Princeton.
5. I have reviewed the rules of the Division of Local Government Services as contained in N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered a contract for the provision of extraordinary, unspecifiable services in accordance with the requirements thereof.

Respectfully,



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Robert W. Bruschi, Administrator

COUNTY OF MERCER

PRINCETON

STATE OF NEW JERSEY

**RESOLUTION NO. 2013-**

**Awarding Contract for Extraordinary  
Unspecifiable Services**

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, in connection with the implementation of the Township’s deer management plan approved in 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2011 and 2012 by the New Jersey Division of Fish and Wildlife and the Fish and Game Council, the Township procured specialized deer removal and deer management services from White Buffalo Inc. (“Contractor”) without a “fair and open process” as defined by P.L. 2004, c. 19, the “Local Unit Pay-to-Play Law”; 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 to procure specialized deer removal and deer management services from Contractor without a “fair and open process” in order to continue the deer management and deer removal program formerly implemented by the Township; and

WHEREAS, the Contractor has submitted a proposal dated 30 September 2013, a copy of which is attached hereto, offering to provide said deer removal and deer management services, and deer population distance sampling estimate services to Princeton for the not-to-exceed

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amount of sixty three thousand eight hundred and seventy dollars (\$63,870.00) for a term beginning on January 1, 2014 and ending on March 15, 2014; and

WHEREAS, Princeton's Chief Financial Officer has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, Contractor will complete and file with Princeton a Campaign Contributions Affidavit as required by N.J.S.A. 19:44A-20.2 *et seq.* certifying that Contractor has not made any prohibited contributions to a candidate committee or municipal committee representing the elected officials of Princeton; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*, authorizes the award of this contract without public bidding on the basis that it is a contract for the performance of extraordinary, unspecifiable services; and

WHEREAS, Contractor has demonstrated that it is uniquely qualified to fulfill Princeton's needs in connection with its deer management and deer removal program by reason of its many years of experience nationally and in the Township with deer removal and contraception and proven safety record and success rate; and

WHEREAS, the Administrator has certified that this contract is in compliance with the statutes and regulations concerning the award of contracts for extraordinary, unspecifiable services in accordance with N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.1 *et seq.*; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available for this purpose;

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 for deer removal and deer management services with White Buffalo, Inc., a Connecticut nonprofit corporation with its principal place of business at 26 Davison Road, Moodus, Connecticut 06469, for an amount not to exceed sixty three thousand eight hundred and seventy dollars (\$63,870.00) and for a term beginning on January 1, 2014 and ending on March 15, 2014.
2. A copy of this Resolution, the Certification of Contract Value, the Campaign Contributions Affidavit, the Certification of Extraordinary, Unspecifiable Services and the executed Agreement shall be placed on file in the Office of the Clerk.
3. A notice of this action shall be published in the Princeton Packet, as required by law.

#### 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 28th day of October, 2013.

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

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

**WILDLIFE MANAGEMENT SERVICES AGREEMENT  
(White Buffalo, Inc.)**

This **WILDLIFE MANAGEMENT SERVICES AGREEMENT** (the "Agreement"), entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between **THE MUNICIPALITY OF 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 **WHITE BUFFALO INC.**, a Connecticut nonprofit corporation with its principal place of business at 26 Davison Road, Moodus, Connecticut 06469 (the "Provider").

**WITNESSETH**

**WHEREAS**, in 2000, the municipality formerly known as the Township of Princeton determined that the size of the local white-tailed deer population within the municipal boundaries of the Township posed a hazard to the health and welfare of the citizens and residents of the Township, and threatened the ecology of the Township's open spaces and parklands; and,

**WHEREAS**, to remedy the problem, from 2000-2012, the Township implemented an annual deer management program whose purpose was to reduce the size of the deer population in the Township and attenuate the negative impacts caused by said deer; and

**WHEREAS**, with the exception of the 2010-2011 deer hunting season, the Township from 2000-2012 retained the Provider annually to implement the Township's program because the Provider is experienced and engages in the business of providing wildlife management services, including without limitation lethal culling services as well as nonlethal management services designed to control localized deer populations; 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; and

**WHEREAS**, Princeton wishes to continue with the Provider's services to maintain the size of the local deer herd at a stable level; and

**WHEREAS**, Princeton has authorized a contract with the Provider for extraordinary, unspecifiable services pursuant to the provisions of the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-5(1)(a)*;

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

**1. Services of the Provider.**

a. The Provider agrees to perform the services for Princeton with authorization from the New Jersey Division of Fish and Wildlife as set forth in Exhibit A, attached hereto and made a part hereof as if fully set forth herein. The services to be provided by the Provider shall be performed only on those public lands owned by Princeton as shall be authorized by Princeton, and/or such other public or private lands within the municipal boundaries of Princeton for which the Provider has obtained the consent of the landowner and such neighboring landowners whose residences or buildings are located within 450 feet of any area where the Provider will be providing its services (such authorized areas hereinafter referred to as the "Site"). It shall be solely the responsibility of the Provider to obtain consent from private landowners in writing as required under this Agreement.

b. The services and projects described in Exhibit A are hereinafter referred to as the "Designated Services." The Provider will utilize Anthony J. DeNicola, PhD, to provide

overall supervision of the performance of the Designated Services and Ryan Rodts as its project coordinator and field supervisor. The Provider 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.

c. The Provider represents that it is a corporation duly organized and existing in good standing under the laws of the State of Connecticut and authorized to do business in New Jersey. The Provider further represents that it, and any of its employees and agents performing Designated Services are duly licensed, certified and/or registered as may be necessary to provide such Designated Services to Princeton. The Provider 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.

2. **Term.** This Agreement shall commence on January 1, 2014 and shall expire on March 15, 2014.

3. **Compensation.** In consideration of the performance by the Provider of the Designated Services, Princeton shall pay to the Provider the fees set forth in Exhibit A, plus all travel, lodging, and meal expenses incurred by the Provider in the performance of its obligations under this Agreement, for a total sum not to exceed sixty-three thousand eight hundred and seventy dollars (\$63,870.00). The payment of any expenses must first be approved in writing by Princeton. Within thirty (30) days of receipt of an invoice detailing hours spent and expenses, payment shall be made to the Provider in two (2) installments following completion of each phase (Pre-implementation phase and Implementation phase as set forth in Exhibit A).

4. **Termination.** The Provider 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; b) the Provider believes that the services cannot be performed safely; or c) Princeton fails to provide the assistance to the Provider as set forth in Exhibit A. Upon such termination by the Provider, the Provider shall be entitled to the termination fee as set forth in Exhibit A. 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; provided that the Provider shall be paid for all unpaid services performed as of such termination date, and provided further that Princeton shall be entitled to a refund of any fees paid in advance that are unearned as of such termination date.

5. **Independent Contractor Status.**

a. The Provider shall perform all services under this Agreement as an “independent contractor” and not an employee of Princeton.

b. The Provider shall have the right to employ any person or persons to perform the services under this Agreement or to otherwise assist the Provider, and all such persons shall be trained and paid by the Provider. The Provider shall carry all insurance with respect to its employees and agents as may be required by applicable law including without limitation workers’ compensation insurance, and shall pay and withhold all required federal, state and local taxes, unemployment, disability and other insurance premiums, all applicable social security taxes, and all other taxes or expenses incurred or due and payable by reason of the Provider’s employment of such employees.

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

d. The parties agree that Princeton will not provide the Provider, its principals, agents, or employees 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 the Provider to withhold any sums due the Provider for, and the Provider retains all obligations and liability relating to, the payment of the Provider's federal, state and local income and employment taxes, and the Provider shall hold Princeton harmless from any failure on the Provider's part to meet its obligations pursuant to this Section 5 of the Agreement.

e. The Provider 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.

**6. Affirmative Action.** The Provider agrees to comply with the terms and conditions of the affirmative action/equal employment goal compliance statement attached hereto as Exhibit "B" and made a part hereof.

**7. Political Contribution Disclosure.** This Agreement has been awarded to the Provider based on the merits and abilities of contractor 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, Provider hereby certifies that Provider (including persons and other business entities having an interest in contractor 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 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 any such reportable contribution during the term of this Agreement to any municipal committee of a political party is serving in an elective public office of Princeton of Princeton when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of Princeton when the Agreement is awarded.

**8. Business Registration.** Provider agrees to comply with the terms and conditions set forth in the N.J. Business Registration and Sales and Use Tax Addendum that is attached hereto as Exhibit "C."

**9. Insurance.** The Provider 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 the Provider pursuant to this Agreement.

Coverage shall be in the following form and amounts:

- General Liability: Coverage in the amount of two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability: Coverage in the amount of one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.
- Workers' Compensation: Statutory as required by the State of New Jersey.

Such insurance shall require that Princeton be notified at least ten days in advance of the cancellation thereof. The Provider 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.

**10. Indemnification.**

a. The Provider 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 the Provider'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 the Provider 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 Provider relating to, caused by or resulting from:

i. allegations that the Designated Services provided herein are unauthorized or illegal;

ii. any breach by Princeton of the terms of this Agreement, including, but not limited to, any failure to pay any fees or expenses owed; and/or

iii. the preparation and provision of documents and/or testimony pursuant to one or more subpoenas issued in connection with any claim, suit or proceeding against Princeton or against its agents or affiliates or their successors or assigns.

c. Any amounts due and owing from Princeton for any losses pursuant to this indemnification provision shall be offset on a dollar for dollar basis by any amount recovered in respect of such losses pursuant to the Policy called for in Section 6 of this Agreement. The obligations of each party under the forgoing indemnification provisions shall survive the termination of the Agreement.

**11. Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid and addressed as follows:

If to Princeton: Princeton Clerk  
400 Witherspoon Street  
Princeton, New Jersey 08540

With a copy to: Princeton Municipal Attorney  
Mason, Griffin & Pierson, P.C.  
101 Poor Farm Road  
Princeton, New Jersey 08540

If to Provider: Dr. Anthony J. DeNicola  
26 Davison Road  
Moodus, CT 06469  
Fax: (860) 873-2785

With a copy to: Eric M. Grant

Yamin & Grant LLC  
Grand Professional Building  
182 Grand Street, Suite 417  
Waterbury, Connecticut 06702

**12. Pronouns.** Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns and pronouns shall include the plural and vice versa.

**13. 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.

**14. Amendment.** This Agreement may be amended or modified only by a written instrument executed by both Princeton and the Provider.

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

**16. 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.

**17. 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 Provider. Furthermore, nothing in this Agreement shall be construed as a waiver of any of Princeton's immunities or defenses under state or federal law.

**18. 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:

**PRINCETON**

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

By:

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

WITNESS OR ATTEST:

**WHITE BUFFALO, INC.**

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

By:

\_\_\_\_\_  
Anthony J. DeNicola, President

## **EXHIBIT A**

### **DESIGNATED SERVICES**

1. **Project.** Pursuant to the terms and conditions of the Wildlife Management Services Agreement by and between Princeton and the Provider, the Provider agrees to perform the following services for Princeton: In accordance with the Provider's September 30, 2013 proposal entitled "White-tailed Deer Management Proposal, Township of Princeton, New Jersey," ("Deer Management Proposal"), attached hereto as Exhibit A.1, remove deer from all areas of Princeton described in said proposal, subject to the following terms and conditions:

a. Deer are to be removed by means of shooting and/or by the use of drop nets and captive bolt guns. Centerfire rifles shall be used except in special situations where .22 caliber rimfire rifles may be used. Drop nets are to be used only in those areas where a firearm cannot be safely discharged. Deer are to be removed only by those means approved by the New Jersey Division of Fish and Wildlife.

b. Prior to commencing its services, the Provider shall provide evidence satisfactory to Princeton and the New Jersey Division of Fish and Wildlife that all of its officers, employees, and agents who will be providing services have passed a shooting proficiency test for centerfire rifles and .22 caliber rimfire rifles. Princeton acceptance of such evidence does not create any duty or liability on the part of Princeton. The responsibility for the training and shooting proficiency of Provider's officers, employees, and agents shall remain with the Provider.

c. No deer removal may occur on public or private lands without the prior consent of the owner.

## **EXHIBIT A**

- d. No deer removal may occur within 450 feet of a habitable building or structure without the prior written consent of the owner.
- e. No deer removal may occur on Sundays.
- f. Sites selected for deer removal will be based on safety concerns, deer activity, and landowner consent.
- g. Deer of all ages and sexes may be harvested, except that the preponderance of deer taken must be does.
- h. Removal of the deer may be done with the aid of bait. The Provider shall be responsible for selecting and preparing bait sites.
- i. Deer removal may occur during daylight hours or at night and the Provider may use artificial light, suppressors, and night-vision equipment. It shall be the responsibility of the Provider to provide any lighting or other equipment it wishes to use.
- j. Deer removal may occur from a tree stand and/or vehicle.
- k. The Provider shall arrange for and supply the necessary services, equipment, and personnel to transport and process the deer carcasses for subsequent donation to one or more New Jersey food banks. All butchering shall be performed by a butcher approved by the State of New Jersey and the United States Department of Agriculture. Princeton shall provide such additional equipment and/or personnel to assist the Provider as shall mutually be deemed necessary by Princeton and the Provider.
- l. The Provider shall keep such data and records regarding the performance of the Designated Services as requested by Princeton.

## **EXHIBIT A**

m. The Provider shall comply with all of the terms and conditions set forth in any Community Based Deer Management Permit or other permit issued by the New Jersey Division of Fish and Wildlife.

n. Princeton hereby covenants that it shall obtain all necessary approvals from the New Jersey Division of Fish and Wildlife for the performance of the Designated Services set forth in this Agreement.

**2. Compensation.** The fees for the Project (“Project Fees”) shall be as set forth in and in accordance with the budgets entitled “Deer Management Program Budget 2013-2014” and “Proposed Budget - Distance Sampling Deer Population Estimate - During Culling Phase” collectively attached hereto as Exhibit A.2, plus those expenses described in paragraph 3 of this Agreement. The foregoing notwithstanding, the total amount of compensation paid to Provider shall not exceed sixty-three thousand eight hundred and seventy dollars (\$63,870.00), regardless of the number of deer killed.

**3. Termination Fee.** In the event the Provider terminates the Agreement pursuant to Paragraph 4 of the Agreement, the Provider shall be compensated for work completed and all expenses incurred up until the date of termination.

**4. Cost of Delay.** In the event that Provider’s ability to implement the deer removal program after arriving in Princeton is disrupted continuously for more than seventy-two consecutive hours as a result of any action taken by any person who is opposed to the Designated Services contemplated herein, it is hereby agreed that Princeton will pay the Provider one thousand dollars (\$1,000.00) per day for each day the Provider is unable to implement the deer removal program due

## **EXHIBIT A**

to such disruption, up to a maximum of five thousand dollars (\$5,000.00), to help defray the cost associated with such delays.

**5. Project Scope.** The goal of the Project is to remove as many deer as possible from Princeton as is needed to maintain the size of the deer herd at Princeton's goal of 250 deer post-culling (approximately 20 deer per square mile). The obligations of this Agreement, however, including but not limited to payment of the Project Fees, 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.

# DEER MANAGEMENT PROGRAM BUDGET 2013-14

Submitted by White Buffalo, Inc.

30 September 2013

## WHITE BUFFALO, INC. EXPENSES

PERSONNEL (With assistance from Mark Johnson, animal control officer)

### Technicians

#### Sharpshooting and Capture/euthanasia

2 people X 22 days X \$95/hr X 10 hr/day \$41,800

### DIRECT COSTS

Supplies (ammunition, misc.) \$500

### Travel

#### Sharpshooting and Capture/euthanasia

Mileage (4000 miles @ \$0.60/mile) \$2,400  
(CT to NJ, and local travel)

Per diem (20 days @ \$50/day X 2 people) \$2,000

## PRINCETON EXPENSES

Housing and bait provided by Princeton Township

Carcass processing (\$80/deer X 150 deer) \$12,000

**TOTAL** **\$58,700**

# Proposed Budget - Distance Sampling Deer Population Estimate – During Culling Phase

Princeton, New Jersey

Submitted by White Buffalo, Inc.

30 September 2013

## PERSONNEL

### Project Supervisor

Data analysis, and report writing

1 person X 3 hours X \$150/hour \$450

### Technician

Distance Sampling methods

2 people X 3 days X \$700/day \$4,200

## DIRECT COSTS

### Travel

Mileage (200 miles @ \$0.60/mile) \$120

Food (\$50 per diem/person X 8 person-days) \$400

**TOTAL** **\$5,170.00**

**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

**EXHIBIT B**

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

## EXHIBIT B

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.



**WHITE BUFFALO, INC.**  
HELPING RESTORE THE NATURAL BALANCE  
a nonprofit organization

## **White-tailed Deer Management Proposal**

**Township of Princeton, New Jersey**

**30 September 2013**

### **Harvest Quota**

Based on our last 13 years of effort, the projected population size, road kill data (80-90 this year based on 53 to date), anticipated hunter harvest (~100), and the past level of access, we will likely remove ~125-150 deer this winter. The combined hunting and sharpshooting harvest of ~250 deer, when added to roadkills, will result in the achievement of the goal density of ~20 deer/mile squared (~220 deer post-culling excluding the old research area and The Institute). The projected population size is based on the Distance Sampling data from Winter 2011 which project ~600 deer post-fawning Spring 2011 and subsequent mortality and recruitment (i.e., ~1.0 fawn/adult doe is added to the population each fall). As in the past, this excludes the old research area and The Institute (~11 mile<sup>2</sup> of affected management area) where minimal hunting and management take place. Roadkill data also have been well correlated to population size and are another means to assess the present population density.

We will continue to maintain the population around the goal density through our field efforts this year. As has been the case for the last 9 years, the only areas of the Township that will remain above goal density are the southwest region (the Institute property where our access has been suspended for the last 9 years), and the southeast zone (the discontinued fertility control research site). We are providing our best guess on our harvest projections given the level of hunting that takes place on all of our previous points of access. The direct overlap of archery hunting over bait has been a conflict in the past and greatly reduces our efficiency. We have included 150 carcasses in the processing budget. Under the best case scenario (i.e., if the hunters are less successful, capture and euthanasia is effective with good weather conditions and more access in the old research area, and we are not as hindered in our productivity by hunting activities), we may achieve this total projected harvest in the time allocated for removal efforts.

### **Removal Methods**

We will attempt to retain our traditional bait sites throughout the Township. We would like to continue our activities on the public properties that we have used in the past and add any new properties that the Township may have acquired. On sites where sharpshooting can be

conducted safely and with legal authorization it will be the preferred method. Sharpshooting protocols will be the same as in the past.

Because of limited opportunities to sharpshoot in some areas of town, the use of drop nets will be required. One area of continual concern is the southeast area of the Township (old research area) particularly given the discontinuation of the contraceptive research over 7 years ago. The population in that area is increasing again and we still cannot immobilize deer from a vehicle due to state restrictions. If approved, we will attempt to capture and euthanize deer in the old contraceptive research area. We are not optimistic about being able to lethally remove deer from the old research area as nothing has changed (state laws or land-use changes) since we decided that fertility research was the only viable option over a decade ago. Capture techniques remain the same. We will continue to integrate Mark Johnson, Animal Control, in all phases of this program.

We plan on starting deer removal efforts in February. This will help alleviate most conflicts with hunters because of perceptions that we undermine their recreational opportunities. This timing also will minimize unintentional interference caused by bait placed by hunters.

### **Principal Contractor**

White Buffalo, Inc. is a nonprofit research and management organization that specializes in wildlife population control. White Buffalo, Inc. is recognized nationally for its efforts to resolve wildlife management conflicts and for the development of new techniques and technologies. Ryan Rodts, the project coordinator and field supervisor, has extensive experience in deer population control projects. White Buffalo, Inc. is at the forefront of deer management techniques, and all projects are thoroughly documented and the data generated are published in professional journals or presented at professional conferences for the benefit of other wildlife management professionals.

Additional personnel include Carl Melillo, Joseph Maddock, and Steven Kremp who will serve as the marksmen and field technicians for this project.