



Municipality of Princeton

Municipal Building
400 Witherspoon Street
Princeton, NJ 08540-3496

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

ROBERT V. KISER, P.E.
Municipal Engineer

MEMORANDUM

TO: Robert Bruschi, Administrator

FROM: Robert V. Kiser, P.E., Municipal Engineer

DATE: February 7, 2014

RE: **2014 Canoe Concession Agreement for Turning Basin Park**

Transmitted herewith, please find a proposal from Steve Androsko t/a Griggstown Canoe Rental, relating to the above. The Androsko firm has been running the canoe concession operation in a satisfactory manner for many years.

This year, Mr. Androsko proposes a compensation amount of \$4,700 (\$100 over last year's amount of \$4,600) to Princeton for the 2014 season. The facility would be in operation for a seven (7) month period of April through October, 2014.

The hours of operation for the concession stand are as follows:

- April through October Weekends - 10:00 am to 8:00 PM.
- Memorial Day through Labor Day Monday - Friday - 11:00 AM to 8:00 PM.

Rental Rates (Tax Included) are as follows:

	<u>First Hour</u>	<u>Add'l Hours</u>	<u>Maximum (All Day)</u>
Canoes	\$15	\$8	\$40
1 Person Kayaks	\$12 - \$15	\$6	\$30 - \$35
2 Person Kayaks	\$18	\$8	\$45

Mr. Androsko will provide Princeton with the standard liability insurance policy.

Princeton Council's consideration in approving the 2014 agreement at their February 18th meeting will be appreciated.

Robert V. Kiser, P.E., Municipal Engineer
RVK/tr

c: Kathryn Monzo, Assistant Administrator, Director of Finance
Linda S. McDermott, Township Clerk
Edwin W. Schmierer, Esq., Township Attorney
Sandra Webb, Chief Financial Officer
Ben Stentz, Director of Recreation
Greg O'Neil, Open Space Manager/Arborist

TOWN OF PRINCETON

1/31/14

PROPOSAL FOR CANOE RENTAL CONCESSION FOR 2014 SEASON

I AM INTERESTED IN OPERATING THE CANOE RENTAL CONCESSION AT TURNING BASIN PARK FOR THE 2014 SEASON. HOURS AND RATES WILL REMAIN THE SAME AS LAST YEAR.

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

RENTAL RATES (TAX INCLUDED)

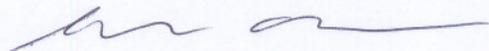
	<u>1ST HR</u>	<u>ADDL HRS</u>	<u>ALL DAY RATE</u>
CANOES	\$ 15	\$ 8	\$ 40
1 PERSON KAYAK	\$ 12-15	\$ 6	\$ 30-35
2 PERSON KAYAK	\$ 18	\$ 8	\$ 45

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

I WILL HAVE THE TOWN OF PRINCETON LISTED AS ADDITIONALLY INSURED ON MY LIABILITY POLICY.

I AGREE TO PAY PRINCETON A FEE OF \$4700 FOR THE 2014 SEASON.

THANK YOU FOR YOUR CONSIDERATION



STEVE ANDRUSKO

V/A GRIGGSTOWN CANOE AND KAYAK RENTAL
1076 CANAL RD.

PRINCETON N.J. 08540

(908) 359-5920

(C) (908) 836-6856

**RESOLUTION 2014-R
OF THE MAYOR AND COUNCIL
OF THE MUNICIPALITY OF PRINCETON
RESOLUTION AUTHORIZING OPERATION
OF CANOE CONCESSION, TURNING BASIN PARK**

WHEREAS, Princeton wishes to continue providing for canoe and kayak recreation services at Turning Basin Park during the 2014 season; and

WHEREAS, Princeton wishes to enter into a Concession Agreement with Steve Androsko, t/a Griggstown Canoe and Kayak Rental for the purpose of continuing said concession during the 2014 season; and

WHEREAS, The New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-3 et seq.* establishes pursuant to P.L. 1985 Chapter 469 bidding threshold for awarding contracts to local government entities which is not exceeded by the award of this 2014 Contract.

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

1. The Mayor and Clerk are hereby authorized to enter into a 2014 Contract with Steven Androsko, t/a Griggstown Canoe and Kayak Rental, 1076 Canal Road, R.D. #1 Princeton, New Jersey 08540 so as to provide for the continued operation of canoe and kayak concession services within the Turning Basin Park during the 2014 season. The Agreement authorized by this Resolution is on file in the Office of the Princeton clerk and may be inspected during regular office hours.
2. This contract for canoe and kayak recreation services is being awarded without competitive bidding since the concession fee to be paid by Steve Androsko, t/a Griggstown Canoe and Kayak Rental, establishes pursuant to P.L. 1985 Chapter 469 of the Laws of the State of New Jersey.
3. A notice of this action shall be published in The Princeton Packet as required by law within ten (10) days of its passage.

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

I, Linda S. McDermott, Clerk of the Municipality of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Municipality at a meeting held February 19, 2014.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Municipality, this ___ day of February 19, 2014.

Linda S. McDermott
Municipal Clerk

**MUNICIPALITY OF PRINCETON
CANOE/KAYAK CONCESSION AGREEMENT 2014**

THIS AGREEMENT, made on the 18th day of February 2014,

BETWEEN PRINCETON
 400 Witherspoon Street
 Princeton. New Jersey 08540,

Hereinafter designated as **PRINCETON**;

And STEVE ANDROSKO, E/A
 GRIGGSTOWN CANOE AND KAYAK RENTAL
 1076 Canal Road, R.D. #1
 Princeton, NJ 08540
 (908) 359-5920 (Home)
 (609) 683-0722 (Work)
 (Federal Identification 22-3244623),

Hereinafter designated as **CONCESSIONARE**.

WITNESSETH:

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

Whereas, **PRINCETON** would like to retain **CONCESSIONARE** during 2014 season to continue to provide for said services; and

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

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

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

2. The term of this Agreement shall be for the 2014 season commencing April 1, 2014, and terminating October 31, 2014.

3. The **CONCESSIONAIRE** will pay to **PRINCETON** as consideration for the concession, license and privileges granted herein a fee of four thousand six hundred (\$4,700.00) dollars payable in three (3) installments, as follows: one thousand five hundred (\$1,566.66) dollars on June 1, 2014, one thousand five hundred fifty (\$1,566.67) dollars on July 1, 2014 and one thousand five hundred fifty (\$1,566.67) dollars on August 1, 2014. Payment shall be made in the Office of the Princeton Engineer by check payable to **PRINCETON**. Failure to pay the compensation within 15 days after the respective due dates shall, in the discretion of **PRINCETON**, constitute grounds for termination of this Agreement. All past due payments shall be assessed a monthly penalty of 1½% of the total amount due calculated to the 15th of each month. Additionally, the **CONCESSIONAIRE** shall pay for all utilities, including, but not limited to, telephone, electric and water, associated with the **CONCESSIONAIRE**'s use of the Turning Basin Park facilities during the term of this Agreement.

4. The **CONCESSIONAIRE** shall operate the canoe/kayak recreation services from daylight until one-half hour after sunset. The **CONCESSIONAIRE** shall operate the canoe/kayak rental concession during the hours of operation set forth on Exhibit A attached. Additional openings shall be permitted during weekdays should the demand for the canoe/kayak services provide or warrant same at the discretion of the Princeton Engineer.

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

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

7. **CONCESSIONAIRE**'s policy concerning paying in advance and deposits required shall be submitted, in writing, to **PRINCETON** prior to commencement of operation. As approved, said policy shall be attached and made a part of this Agreement. Said policy shall not be changed without first obtaining the written approval of **PRINCETON**.

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

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

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

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

12. **CONCESSIONAIRE** shall at all times keep the premises covered by this Agreement in a neat, orderly and safe condition, and will at **CONCESSIONAIRE**'s own expense make such arrangements as may be necessary to remove or dispose of all garbage, rubbish, or other waste accumulated on the premises. **CONCESSIONAIRE** shall provide such additional trash containers as **PRINCETON** determines are required to keep the immediate boat rental area clean at all times. This area includes the water surface area and along the water's edge. The type of trash container must be approved by **PRINCETON**. **CONCESSIONAIRE** shall clean up and remove all rubbish, equipment, pick-up truck, etc., left on site by prior concessionaire by on or before April 1, 2014.

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

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

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

16. **CONCESSIONAIRE** shall be responsible for payment of all utility charges related to the concession operation during the term of this Agreement. These charges shall include but not be limited to telephone, electric and water. **PRINCETON** will attempt to have the **CONCESSIONAIRE** billed directly for these charges. If billings are sent to **PRINCETON** for these charges, **PRINCETON** will submit to the **CONCESSIONAIRE** the bills and the **CONCESSIONAIRE** shall pay them directly to the appropriate utility within ten (10) days of receipt of a copy of the bills. If said bills are not paid as provided for herein, **PRINCETON** may immediately terminate this Agreement.

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

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

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

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

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

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

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

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

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

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

\$ 50,000.00 - Property Damage

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO PRINCETON:

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

TO CONCESSIONAIRE:

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

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

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

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

43. **CONCESSIONAIRE** shall be permitted to sell soda and other soft drinks on the premises either from coolers or the **CONCESSIONAIRE**'s refrigerator. If a refrigerator is brought to the premises and utilized, it shall be the responsibility of the **CONCESSIONAIRE** to secure and lock same and maintain it. No alcoholic beverages whatsoever shall be sold.

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

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

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

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

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

ATTEST:

Linda S. McDermott, Clerk

WITNESS:

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

By: _____
Liz Lempert, Mayor

**STEVE ANDROSKO
GRIGGSTOWN CANOE AND
KAYAK RENTAL**

By: _____
Steve Androsko

EXHIBIT A

2013 RATE SCHEDULE
HOURS OF OPERATION

PRINCETON TURNING BASIN: GRIGGSTOWN CANOE RENTAL

ALEXANDER ROAD, PRINCETON, NEW JERSEY

-- CANOE RATES -- (includes tax)

\$15.00 FIRST HOUR
\$ 8.00 EACH ADDITIONAL
\$40.00 PER DAY MAXIMUM

BAIT & TACKLE
COLD DRINKS
CHIPS

-- KAYAK RATES --(includes tax)

ONE PERSON KAYAK

\$12.00 - \$15.00 FIRST HOUR

\$ 6.00 EACH ADDITIONAL

\$30.00 - \$35.00 PER DAY

TWO PERSON KAYAK

\$18.00 FIRST HOUR

\$ 8.00 EACH ADDITIONAL

\$45.00 PER DAY

LIFE JACKETS – PADDLES

INCLUDED IN RENTAL

GROUP RATES ARE AVAILABLE

BUSINESS HOURS ARE AS FOLLOWS: APRIL 1, 2014 - OCTOBER 31, 2014

April 1, 2014 to October 31, 2014

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

Additional Weekday Hours:

Memorial Day through Labor Day

11:00 am to 8:00 pm -Monday through Friday

EXHIBIT B

BUSINESS REGISTRATION & SALES & USE TAX ADDENDUM

P.L. 2004, c.57 (NJ.SA 52:32-44) imposes the following requirements on contractors and Subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

A. Proof of Contractor's Business Registration

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

B. Proof of Subcontractors' Business Registration

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

1. The contractor shall provide written notice to its subcontractors of the responsibility to submit proof a business registration to. The contractor... Subcontractors through all tiers a the project must provide written notice to their subcontractors to submit proof of business registration and subcontractors shall collect such proofs of business registration.
2. The contractor shall forward copies a proof of the subcontractor's' business registration's to the contracting agency.
3. The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance.
4. Before final payment is made by the contracting agency under this contract, the contractor shall submit to the contracting agency a complete and an accurate list of all subcontractors, along with their proof of business registration (if no.t previously provide), used in fulfillment of the contract. If no subcontractors were used, the contractor shall attest to same prior to final payment.

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

C. Sales and Use Tax

For the term of this contract, the contractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property Delivered into this State.

In the event the contractor subcontracts any of its work, the contractor shall include within its subcontracts the requirement that, for the term of this contract, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966. c.30 (C.S.4:32B-1 et seq.) on all their sales of tangible personal property delivered into this state.

Information on the law and its requirements is available by calling (609)292-9292

EXHIBIT C

NEW JERSEY "LOCAL UNIT PAY-TO-PLAY LAW" COMPLIANCE

Political Contribution Disclosure

This Agreement has been awarded to CONTRACTOR/CONSULTANT based on the merits and abilities of CONTRACTOR/CONSULTANT: to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in *N.J.S.A. 19:44A-20.7*. As such, CONTRACTOR/CONSULTANT hereby certifies that CONTRACTOR/CONSULTANT (including persons and other business entities having an interest: in CONTRACT/CONSULTANT as defined by *N.J.S.A. 19:44A-20.7*) has neither made a contribution, that is reportable to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-1 et seq.* (*i.e.*, in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of Princeton when the Agreement is awarded, or to any candidate, committee of any person serving in an elective public office of Princeton when the Agreement is awarded.

3. Consistent with P.L.2005, c.271, I understand that the following shall be deemed to be a contribution by the "business entity" for the purposes of this Disclosure:

- a. When the business entity is a natural person, a contribution by that person's spouse or child, residing therewith.
- b. When a business entity is other than a natural person, a contribution by:
 - (1) Any person or other business entity having an interest therein; and/or
 - (2) All principals, partners, officers, or directors of the business entity or their spouses, any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by a business entity other than a candidate committee, election fund, or political party committee.

4. I certify that the foregoing statements made by me are true. I understand that, if any of the statements is willfully false, I am subject to punishment.

Dated: _____, 2014

Date: _____

CAMPAIGN CONTRIBUTIONS AFFIDAVIT
PURSUANT TO N.J.S.A. 19:44A-20.2 et seq.

CONTRACT FOR 2014

STATE OF _____)
)
 COUNTY OF _____)

ss:

I, _____, the undersigned, acting with full authority on behalf of _____ (Contractor), of full age, being duly sworn according to law on my oath, depose and say that:

Part I – Contractor Affirmation

Contractor¹ has not made and will not make any “reportable contributions” (i.e., exceeding \$300.00) that, pursuant to P.L.2004, c.19, would bar the award of the above-referenced contract in the one year preceding the date the contract award is scheduled to be made, _____, to any of the following named candidate committee(s), joint candidates committee(s), and municipal committee(s) of a political party representing the elected officials of Princeton:

Elizabeth “Liz” Lempert	Princeton Democratic Organization
Bernard P. Miller	Princeton Democratic Organization
Arden “Lance” Liverman	Princeton Democratic Organization
Jo Butler	Princeton Democratic Organization
Jenny Crumiller	Princeton Democratic Organization
Heather Howard	Princeton Democratic Organization
Patrick Simon	Princeton Democratic Organization

Part II – Business Entity Ownership Disclosure

Contractor is the following type of business entity (check one):

Corporation Partnership Sole Proprietorship Other (specify): _____

All persons, including other business entities, that own or control more than 10% of the profits or assets of Contractor, or if Contractor is a corporation for-profit, all persons, including other business entities, that own or control more than 10% of Contractor’s stock, are as follows (add additional pages until all such persons or business entities are listed, if necessary):

(CONTINUED ON NEXT PAGE)

Note: If Contractor is a sole proprietor, any reportable contribution made by a spouse or child residing with the sole proprietor is deemed to be a contribution of Contractor. If Contractor is not a sole proprietor, reportable contributions made by any of the persons or other business entities listed in Part II of this form are deemed to be contributions of Contractor.

Name	Address/City/State/Zip Code

The foregoing list is current and correct to the best of my knowledge.

Check one:

or

There are no persons or other business entities owning or controlling more than 10% of the profits or assets of Contractor or, if Contractor is a corporation for-profit, there are no persons or other business entities owning or controlling more than 10% of Contractor's stock.

Part III – Signature and Attestation

Contractor understands that if it has willfully and intentionally made or failed to reveal a contribution in violation of N.J.S.A. 19:44A-20.2 et seq., it will be liable for any penalty provided by law. I understand that if I have omitted or incorrectly stated or certified any of the information required by law to be included herein, I will be liable for any penalty provided by law.

Subscribed and sworn to before me this _____ day of _____, 2014

Notary Public

Name of Contractor

My commission expires: _____

Signature of Affiant

Type or Print Name of Affiant

CERTIFICATION OF INVESTMENT ACTIVITIES IN IRAN
PURSUANT TO P.L. 2012, c.25

STATE OF _____

ss:

COUNTY OF _____

I, _____ of the Municipality of _____ in the
County of _____ and the State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am authorized to execute this certification on behalf of the bidder/vendor submitting this
proposal.

Pursuant to N.J.S.A. 40A:11-2.1, the undersigned hereby certifies, under the penalty of
perjury, that neither the undersigned, nor any of its subsidiaries, parent companies or affiliates,
as defined by N.J.S.A. 52:32-56e., is identified on the list created and maintained by the New
Jersey Department of the Treasury, pursuant to N.J.S.A. 52:32-57b., as a person or entity
engaging in investment activities in Iran as described in N.J.S.A. 52:32-56f. I understand that
the list is maintained by the Department of the Treasury, and currently available at
<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

In the event the undersigned is unable to make the above certification because one of its
subsidiaries, parent companies or affiliates has engaged in one or more of the activities
specified in N.J.S.A. 52:32-56f., the undersigned shall provide to this municipality, prior to the
deadline for delivery of such certification, a detailed and precise description of such activities,
such description to be provided under penalty of perjury.

(Also type or print name of affiant under
signature)

Subscribed and sworn to

before me this _____ day of

_____, 20 ____.