

**PROFESSIONAL SERVICES AGREEMENT FOR PHASE III OF A STORMWATER
UTILITY FEASIBILITY STUDY**

THIS AGREEMENT ("Agreement" or "agreement") is by and between THE MUNICIPALITY OF PRINCETON ("PRINCETON"), a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and PRINCETON HYDRO, LLC, 35 Clark Street, Suite 200, Trenton, New Jersey 08611 (hereinafter referred to as "CONSULTANT".)

WITNESS

WHEREAS, PRINCETON desires to obtain professional services in connection with a stormwater utility feasibility study; and

WHEREAS, in January 2026, CONSULTANT provided a written proposal to PRINCETON for purposes of performing the sought-after professional services to PRINCETON, a copy of which is attached as Exhibit B hereto; and

WHEREAS, by resolution, the Council awarded an agreement for professional services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

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

1. Scope of Services.

- a. In consideration for payment of the cost set forth in Section 3 below, CONSULTANT shall use its best efforts to perform professional services and other related duties as set forth in the CONSULTANT'S proposal, a copy of which is attached hereto as Exhibit B and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT'S proposal and this Agreement, the terms of this Agreement shall control.

2. Contract Term.

- a. This Agreement shall become effective upon the date of the final signature below.
- b. This Agreement shall expire twelve months from the effective date, unless terminated sooner pursuant to the termination provisions set forth in subsection 2c. below.
- c. The Agreement may be terminated by either party, by giving thirty (30) days advanced written notice to the other, to the address as set forth on page 1 above.

3. Compensation; Manner of Payment.

- a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed two hundred fifty-six thousand, one hundred dollars and zero cents (\$256,100.00), subject to annual budgetary appropriations.

- b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit B. CONSULTANT shall give written notice to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the compensation set forth in paragraph 3a.
- c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of invoice and an audited and approved signed voucher.

4. Terms and Conditions.

- a. CONSULTANT shall take note of and comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 regarding Affirmative Action/ Equal Employment Opportunity and the Americans with Disabilities Act. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit A.
- b. CONSULTANT shall take note of and comply with the requirements of P.L. 2004, c.57 (N.J.S.A. 52:32-44 et seq.) regarding Business Registration and Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
- c. The Terms and Conditions printed on the purchase order issued by PRINCETON to CONSULTANT shall be incorporated into this agreement per the attached Exhibit D.

5. Political Contributions.

- a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the 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, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution that is reportable by the recipient under P.L. 1973, c.83, N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$200.00), in the one (1) year period preceding the award of this Agreement nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.
- b. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if CONSULTANT receives in a calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity. It is CONSULTANT’S responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

6. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured and as the certificate holder on such policies.
- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the CONSULTANT'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.
- c. It is also agreed that the acceptance of the final payment by the CONSULTANT shall be considered as a release in full of all claims against PRINCETON arising out of or by reason of performance or non-performance of the CONSULTANT'S obligations under this contract.

7. Complete Agreement.

- a. This Agreement and any attachments hereto or incorporated by reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

ATTEST:

THE MUNICIPALITY OF PRINCETON

By: _____
Dawn M. Mount, Municipal Clerk

By: _____
Mark Freda, Mayor

Date: _____

Date: _____

WITNESS:

PRINCETON HYDRO, LLC

By: _____

By: _____
Authorized Representative

Date: _____

Date: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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.

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase an Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase an Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

EXHIBIT B

STORMWATER UTILITY FEASIBILITY STUDY PROPOSAL

PRINCETON, NJ

JANUARY 2026

PREPARED FOR:

DEANNA STOCKTON, PE,
MUNICIPAL ENGINEER
MUNICIPALITY OF PRINCETON
400 WITHERSPOON STREET
PRINCETON, NJ 08540

PREPARED BY:

PRINCETON HYDRO, LLC
35 CLARK STREET, SUITE 200
TRENTON, NJ 08611
908-237-5660





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PHASE III: IMPLEMENTATION PLAN

Phase III of the Princeton Stormwater Utility (SWU) Feasibility Study focuses on finalizing the framework for implementing a stormwater utility program. This phase is built upon prior analyses and stakeholder engagement to evaluate program options, refine and finalize programs, as well as deliver actionable policies, rate structures, and public outreach strategies. The work will ensure compliance with municipal and State requirements, provide financial modeling, and prepare the Council for decision-making. The Team will work with the Municipality to address critical questions that must be answered to gain community support. Through a series of workshops, information sessions, meetings, and memorandums, we will ensure that all key stakeholders are engaged and informed throughout the key milestones of Phase III.

PHASE III: CRITICAL OBJECTIVES

- ★ Develop and finalize stormwater utility rate structure and associated policy recommendations
- ★ Continued Focus Group input on program and fee & public education on stormwater utilities
- ★ Develop and evaluate a tiered rate structure
- ★ Refine program plan and cost model options with Council
- ★ Establish credit and incentive programs as required by State mandate
- ★ Prepare draft stormwater utility ordinance and supporting documentation for adoption
- ★ Develop the draft Master Account File
- ★ Establish final program, staffing, policy, and utility structure

TASKS AND DELIVERABLES

TASK 1: FOCUS GROUP & CLIENT COORDINATION MEETINGS

The Project Team will conduct (12) monthly, one-hour, virtual, Steering Committee meetings that include the newly formed stormwater utility subcommittee, Finance Committee members, and others as needed, to progress the project with appropriate Municipal staff to discuss each step. Four (4) additional, virtual policy-focused discussions will be held with Municipal staff to evaluate policy options for advancement as part of this phase. These meetings are intended to serve as discussion and decision-making sessions on progressive policy items inherent in designing a stormwater utility. The Project Team will prepare briefings and/or concisely presented information to facilitate the ability of the Steering Committee to make decisions to progress the program and eventually bring options in front of the full Council.

Task 1 includes one (1) meeting with the Phoenix Advisors to incorporate input from the capital planning being performed under a separate contract that will have intersection with how a stormwater utility will work with financial planning within the Municipality.

Task 1 also includes four (4), two-hour, in-person workshops with the established Stormwater Focus Group (SFG) to continue seeking input on policy, fee and community priorities for the utility. Outreach in Phase III is a follow up to Phase II, where the Team and Municipality staff initiated engagement to provide input and ideas were used to guide and incorporate, as appropriate, the development of the program and user fee structure. In Phase III, this effort will include continued engagement with the SFG through meetings, briefings, and discussions. The purpose of the engagement efforts is to continue the process of transparency and to answer questions that will arise on specific interests and neighborhood concerns. Final policies are developed in Phase III based on the overall inputs from various key stakeholders, the SFG, and the Municipality's Steering Committee.



Deliverables from this task include meeting agendas, memoranda or briefs, background materials, and meeting notes with action items, slide presentations and notes from SFG workshops for distribution.

TASK 2: RATE STRUCTURE FINALIZATION AND MODEL OPTIONS

This task builds off the Phase II findings indicating a residential tiered rate structure may be the most equitable approach for the Municipality to establish fees for single-family homes. The potential tiers and associated thresholds based on square footage of impervious area will be evaluated, and a recommendation will be discussed with staff and incorporated into a final rate structure and model.

Additionally, the Team will work with the Municipal staff to further examine and refine stormwater program plans initiated in Phase II and refine priorities to develop up to three (3) plan options and associated 10-year cost models to demonstrate the evolution of the program over time.

Deliverables from this task include a technical memo on the rate model including all assumptions, proposed tier structure and unit prices; Up to three (3) stormwater program plans that include identified changes to operations and maintenance, capital program, and staffing additions; and a deliberative memo with recommendations for delivery to Council.

TASK 3: MASTER ACCOUNT FILE DRAFT

As part of the Master Account File (MAF) preparation, the digitization and impervious area capture performed in Phase I will be updated for residential parcels to capture changes that may have occurred in the intervening time. Following the update, the MAF itself will be created with updated billing unit counts to ensure alignment with the updated rate model.

Deliverables from this task include a draft of the MAF including parcel attributes and billing units for review by the Municipality as well as protocol for updating the data.

TASK 4: ORDINANCE DRAFT

Working with the Municipality's legal counsel, the project Team will draft elements of the ordinance to create a stormwater utility that incorporates both policy and operating parameters. Existing local ordinances will also be reviewed to identify any that requires an amendment in consideration of the adoption of the utility. Municipal staff will be instrumental in finalizing the terms and conditions of ordinances.

Deliverables for this task include a draft of the stormwater utility ordinance for legal review as well as a matrix identifying related ordinances that require amendment.

TASK 5: NEW JERSEY STORMWATER UTILITY COMPARISON

A summary of stormwater utilities in New Jersey will be prepared for use with the SFG, Council, and public outreach. The summary will include comparative analysis of basic service factors, policies, and credits for benchmarking to inform Princeton's utility design and outreach touchstones.

The deliverables for this task include a comparison brief with included tables and key takeaways for public meetings and Council.



TASK 6: UPDATE PUBLIC EDUCATION PLAN AND PUBLIC ENGAGEMENT

The purpose of the public education and engagement effort is to continue the process of transparency and to answer questions that will arise on specific interests and neighborhood concerns. Final policies are developed in Phase III based on the overall inputs from the public, various key stakeholders, the SFG, and the Municipality's Steering Committee. Outreach in Phase III is a follow up to Phase II, where the Team and Municipality staff initiated engagement. In Phase II, the effort provided specific and targeted groups with the opportunity to provide input, and ideas were used to guide and incorporate, as appropriate, the development of the program and user fee structure. In Phase III, this effort will include the activities and deliverables below.

The Public Outreach and Education Plan (POE), initially developed in Phase II will be updated to reflect the schedule and activities for a robust program to meet the public where they are to provide approachable, comprehensive information to the public about stormwater and the proposed utility. The updated POE will further describe target audiences, channels of communication and schedules, including up to six (6) in-person, presentations and/or public information sessions held at key locations and/or existing events within Princeton. Audiences and venues may include community groups like Homeowners Associations, attendees of the Center for Modern Aging, business groups, specific religious organizations and/or buildings, and NGO-sponsored events. The Team will prepare materials for the sessions/events that may include web copy, infographics, and slide decks, which can be vetted and shared on social media via official Municipal channels.

Deliverables for this task include an updated POE plan, presentation materials and recordings as feasible and a content package for Municipal web/social/print use.

TASK 7: FINALIZE POLICY RECOMMENDATIONS FOR COUNCIL ACTION

The Team will prepare a summary of all policy reviewed, developed and/or considered throughout Phase I and Phase II. All outstanding issues to be considered by Council will be addressed in depth with options, analysis and recommendations for each element of the policy. Up to three (3) meetings with members of the Steering Committee and others as needed, will be held to discuss the content of the memo including costs of program and sequencing proposed changes prior to finalization of the memo for Council.

Deliverables for this task include a Policy Options and Recommendations Memo that covers rates, credits, internal procedures and staffing. Meeting notes recording key discussion points and decision rationales will also be recorded and distributed.

TASK 8: CREDIT AND INCENTIVES POLICY FINALIZATION

Task 8 will serve to finalize options on the credit policy and incentives program, identify cost impacts, and prepare necessary ordinance draft language concerning these policies. Two (2) virtual meetings are included for the Municipality, supported by the Team, to engage in discussions with key stakeholder(s) about the proposed credit manual. The Municipal staff shall lead independent negotiations with stakeholders as the project progresses, and the credit policy is finalized.

During this task, the Credit Policy and Credit Manual, Incentives Program, and projected cost impacts of both will be finalized. All ordinance language pertaining to the credit policy and incentive program will be prepared for inclusion in the draft ordinance.

A summary memo of the credit and incentive framework will be provided to Council for consideration, and the final analysis will be incorporated into draft ordinance under Task 4.



TASK 9: COUNCIL MEETINGS

To ensure the full Council has the opportunity to make decisions at key milestones within the project timeline, Phase III includes attending and presenting at three (3) regularly scheduled Council meetings. The first meeting will serve to identify acceptable options on key policies and issues such as credits, internal procedures, and the staffing plan. The second workshop will provide Council with all outstanding decisions for discussion and for them to provide guidance. At the third Council meeting, a "go/no-go" decision on the utility (Phase IV), including any adjustment in structure, rates, and implementation will be made.

Deliverables for this task include provision of meeting slides for each meeting, decision logs, a decision-ready package that includes a rate brief, ordinance draft, credit memo, and MAF. Additionally, all Phase III documentation will be collated and digitally provided to the client via the Princeton Engineering SharePoint site.

FEE PROPOSAL

The project Team has developed a fee proposal which outlines a "Not-to-Exceed" cost for a revised Phase III scope of services which picks up where Phase II ended. The fee proposal is itemized with anticipated staff, rates, and hours based on the initial program as well as discussions with Municipal staff leadership regarding the specific objectives and public process to adopt and implement a stormwater utility in Princeton.

This cost is based on a budgeted level of effort for each task. The fee proposal specifies which meetings are assumed to be conducted virtually or in person. We will work with Princeton and remain flexible on your desire to conduct meetings virtually, in-person or in a hybrid manner.

Additional services, additional deliverables, shifts in budget, additional meetings beyond those enumerated in the proposal or changes in the Scope of Work shall be coordinated between the Team and Princeton under mutually agreeable terms. The Scope of Work anticipates a close and open relationship with Municipal staff so that they may act within their areas of expertise to facilitate the project with appropriate support as outlined above.

Task	Total Cost
1 Focus Group & Client Coordination Meetings	79,600
2 Rate Structure Finalization and Rate Model Options	19,100
3 Master Account File Draft	14,000
4 Ordinance Draft	12,700
5 NJ Stormwater Utility Comparison	5,200
6 Update Public Education Plan and Public Engagement	35,100
7 Finalize Policy Recommendations for Council Action	16,100
8 Credit and Incentives Policy Finalization	23,800
9 Council Meetings	33,400
10 WSP Expenses	17,100
Total	256,100

Proposed budget as of January 13, 2026



The following assumptions have been made in the development of our Team's fee proposal for Phase III:

- Our approach in developing the Master Account File assumes parcel-based billing as a line item on the utility bill is chosen as the billing method to be used, like the existing billing for wastewater.
- It is assumed that the Municipality's attorney will prepare final ordinance documents for submittal to the Council. The Municipality's attorney will write the final language to meet all applicable code requirements. The consultant team will provide draft technical sections only.
- Public roadways and sidewalks are assumed to be excluded from the billing units total and MAF.

PROPOSED SCHEDULE

A preliminary phase III project schedule is included below. Based on the scope of work, we have estimated that the duration of this phase of the project will extend over a one-year period. The duration for a stormwater utility implementation is highly variable from one municipality to the next. Even with aggressive scheduling, the comprehensive public engagement and education component and the associated meetings as outlined in the proposal will take time. The process must progress at a rate that the municipality and key stakeholders are comfortable with.

PHASE III PRELIMINARY SCHEDULE		MUNICIPALITY OF PRINCETON PRINCETON STORMWATER UTILITY											
		2026											2027
		FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN
Task #	STEERING COMMITTEE MEETINGS (PRINCETON INTERNAL)	TYPE											
Task 1	Steering Committee #1 (1 hour work session)	Virtual	■										
Task 1	Steering Committee #2 (1 hour work session)	Virtual		■									
Task 1	Steering Committee #3 (1 hour work session)	Virtual			■								
Task 1	Steering Committee #4 (1 hour work session)	Virtual				■							
Task 1	Steering Committee #5 (1 hour work session)	Virtual					■						
Task 1	Steering Committee #6 (1 hour work session)	Virtual						■					
Task 1	Steering Committee #7 (1 hour work session)	Virtual							■				
Task 1	Steering Committee #8 (1 hour work session)	Virtual								■			
Task 1	Steering Committee #9 (1 hour work session)	Virtual									■		
Task 1	Steering Committee #10 (1 hour work session)	Virtual										■	
Task 1	Steering Committee #11 (1 hour work session)	Virtual											■
Task 1	Steering Committee #12 (1 hour work session)	Virtual											■
STORMWATER FOCUS GROUP MEETINGS													
Task 1	Stormwater Focus Group #1	In-person				■							
Task 1	Stormwater Focus Group #2	In-person					■						
Task 1	Stormwater Focus Group #3	In-person						■					
Task 1	Stormwater Focus Group #4	In-person							■				
PUBLIC ENGAGEMENT SESSIONS													
Task 6	#1 - Planned Public Event Tabling	In-person									■		
Task 6	#2 - Planned Public Event Tabling	In-person										■	
Task 6	#3 - Public Information Session	In-person											■
Task 6	#4 - Event/Venue TBD	In-person											
Task 6	#5 - Event/Venue TBD	In-person											
Task 6	#6 - Event/Venue TBD	In-person											
DELIVERABLES AND RELATED DISCUSSIONS													
Task 6	Update Public Outreach and Engagement Plan	N/A											
Task 1	Policy Discussion #'s 1 & 2	Virtual	■										
Task 2	Program Plan Options	N/A		■									
Task 1	Meeting with Pheonix Advisors	Virtual			■								
Task 2	Rate Model Memo for Tiered Structure	N/A				■							
Task 3	Master Account File Draft	Virtual					■						
Task 1	Policy Discussion #'s 3 & 4	Virtual						■					
Task 4	Ordinance Draft	N/A							■				
Task 5	Stormwater Utility Comparison Brief	N/A								■			
Task 7	Policy Discussion #5	Virtual								■			
Task 7	Policy Discussion #6	Virtual									■		
Task 7	Policy Discussion #7	Virtual										■	
Task 7	Policy Options and Recommendations Memo	N/A											■
Task 8	Credit Manual Draft	N/A											
Task 8	(2) Meetings with key stakeholders	Virtual											
Task 8	Credit and Incentives Framework Summary Memo for Council	N/A											
Task 9	Final file collation and transmittal package	N/A											■
COUNCIL MEETINGS													
Task 9	Council Meeting #1	In-person						■					
Task 9	Council Meeting #2	In-person							■				
Task 9	Council Meeting #3 - Final Presentation and Phase III Decision	In-person								■			

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, C.315 (N.J.S.A. 52:32-44) requires VENDOR (also "CONTRACTOR") to provide PRINCETON with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A Subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to PRINCETON as provided above. No Contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with PRINCETON unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. PRINCETON will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to PRINCETON a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, 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.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

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

EXHIBIT D

TERMS & CONDITIONS

EXEMPTION

Princeton is exempted by statute from payment of all Federal, State, and Municipal excise, sales and other taxes.

FEDERAL I.D. 30-0746654

LEGAL REQUIREMENTS

The vendor agrees to comply with all statutes, rules and regulations and orders set forth by the State of New Jersey, Federal Government, and ordinances of Princeton.

STATE REQUIREMENT (BUSINESS REGISTRATION REQUIREMENT)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-9292

AUTHORIZATION TO PROCEED

Princeton shall not be responsible for materials delivered or services performed delivered without authority of its written order and properly signed and executed by authorized Princeton official (s).

QUALITY & QUANTITY

All materials or services furnished on this order must be as specified, and subject to Princeton officials' inspection and approval within a reasonable time after delivery at destination. Materials other than specified will be returned at the order must not be substituted without the review and approval of authorized Princeton official(s). Materials rejected will be returned at the vendor's risk and expense. Quantities and unit prices specified must be adhered to. In case of a change, it first requires Princeton approval or it will be paid at the quoted price and quantity.

ASSIGNMENT

Neither party shall assign or transfer this order or any interest therein or monies payable ther under without the written consent of the other party and any assignment made without such consent shall be null and void, except that Princeton may assign this order and its interest therein to any affiliated corporation or to any corporation succeeding to Princeton's business without consent of vendor.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contact the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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, disability, nationality or sex. Such action shall include, but not 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.

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

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.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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.

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 with out regard to age, creed, color, national origin, ancestry marital status, affectional or sexual orientation, gender identity or expression, disability, national or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & 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 & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.