

AGREEMENT FOR 2026 DEER PROCESSING SERVICES

THIS AGREEMENT ("Agreement" or "agreement") is by and between THE MUNICIPALITY OF PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as "PRINCETON") and THE VALLEY BUTCHER LLC, 47 Orchard Avenue, Pennington, New Jersey 08530 (hereafter referred to as "VENDOR").

WITNESS

WHEREAS, PRINCETON desires to obtain the services of a firm qualified to render deer processing services as part of Princeton's Deer Management Program, and specifically in connection with the receipt of deer carcasses and processing of same for donation of the venison; and

WHEREAS, VENDOR has offered to perform the sought-after services to PRINCETON for the price of \$165.00 per deer for a not to exceed amount of \$20,625.00; and

WHEREAS, the Qualified Purchasing Agent may award an agreement for goods and services to VENDOR 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 VENDOR as follows:

1. Scope of Services.

- a. VENDOR shall provide deer processing services to PRINCETON in connection with PRINCETON's annual Deer Management Program commencing in February 2026. VENDOR'S services shall be based upon the following:
 - i. Operation of PRINCETON's deer harvest will take approximately 20 days, Sundays excepted. Normal removal operations will take place between the hours of 4 p.m. and 9 p.m., and include bucks, does and fawns.
 - ii. PRINCETON shall deliver carcasses following each night's harvest, after 9 p.m. VENDOR acknowledges that the hours of operation may differ depending upon the actual activity at bait sites.
- b. VENDOR shall be available after 9 p.m. for the receipt of carcasses. PRINCETON shall provide between 30- and 60-minute notice before delivery each night of operation. VENDOR or his representative shall be present at VENDOR'S facility to accept delivery.
- d. PRINCETON shall deliver to VENDOR whole carcasses. VENDOR shall provide field dressing of all carcasses.

- e. PRINCETON anticipates that it will deliver to VENDOR approximately 5 to 15 deer each night, although the actual quantity may be more or less on one or more nights. In addition, VENDOR shall be able to process up to 25 deer carcasses each night, should the actual quantity exceed the above estimate. VENDOR shall provide a written receipt showing the quantity of deer delivered each night.
 - f. After processing, VENDOR shall deliver the venison to an area food bank, subject to PRINCETON's approval.
 - g. VENDOR shall keep written records of the following:
 - i. All fetus counts in each female harvested, during field dressing.
 - ii. The quantity of deer received, in pounds.
 - iii. The organization(s) which receive the donated venison.
2. Term. This Agreement shall become effective on January 1, 2026, and shall expire on March 31, 2026. The services shall be completed as directed by PRINCETON. It is anticipated that the deer harvest will take place beginning in early February 2026 and will be completed within approximately 20 days of its commencement, Sundays excepted.
3. Compensation; Manner of Payment.
- a. PRINCETON agrees to pay VENDOR \$165.00 per deer processed. Based on an estimated 115 deer to be harvested, the services shall not exceed \$20,625.00.
 - b. VENDOR shall bill PRINCETON on a municipal voucher for services rendered.
 - c. PRINCETON agrees to pay VENDOR within thirty (30) days of receipt of an audited and approved voucher.
4. Terms and Conditions.
- a. VENDOR 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 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, VENDOR hereby certifies that VENDOR (including persons and other business entities having an interest in VENDOR, 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 \$200.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the 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. VENDOR 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 (P.L. 2005, c.271, §3) if VENDOR receives contracts in excess of \$50,000 from public entities in a calendar year. It is VENDOR'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. Hold Harmless.

- a. VENDOR 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 VENDOR'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.

7. Complete Agreement. 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 written below.

ATTEST:

THE MUNICIPALITY OF PRINCETON

By: _____
Dawn M. Mount, Municipal Clerk

By: _____
Mark Freda, Mayor

Date: _____

Date: _____

WITNESS:

CONSULTANT

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 and 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 and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

EXHIBIT B

Sarah Ocicki

From: Gwen Krol
Sent: Thursday, November 13, 2025 11:48 AM
To: Sarah Ocicki
Cc: James Ferry; Jeff Grosser; Trishka W. Cecil
Subject: Fw: Deer processing/donation quote

Hi Sarah,

Forwarding over the quote from The Valley Butcher.

Best,

Gwendolyn Krol, MPA

Local Health Outreach Coordinator

Health Department

Municipality of Princeton

1 Monument Drive | Princeton, NJ 08540

gkrol@princetonnj.gov

p: (609) 497-7608 x2130



**MUNICIPALITY OF
PRINCETON**

From: Steven Niederer <thevalleybutcher@gmail.com>
Sent: Thursday, November 13, 2025 11:37 AM
To: Gwen Krol <gkrol@princetonnj.gov>
Subject: Deer processing/donation quote

You don't often get email from thevalleybutcher@gmail.com. [Learn why this is important](#)

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe

Good afternoon,

I was asked to send an email regarding a quote for butchering/donation services for venison that will be harvested from your deer program. My business, The Valley Butcher LLC will be able to perform those services for a price of \$165 per deer.

If you have any other questions please let me know.

Steve Niederer
The Valley Butcher
91 Titus Mill Road,
Pennington NJ 08534
609-468-4809

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.

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 thereunder 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 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 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, 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 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 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
- 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**.