

**PROFESSIONAL SERVICES AGREEMENT FOR STONY BROOK WATERSHED
MANAGEMENT PLAN**

THIS AGREEMENT (“Agreement” or “agreement”) is by and between PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and PRESERVATION DESIGN PARTNERSHIP LLC, 10 Shurs Lane, Suite 104, Philadelphia, Pennsylvania 19127 (hereinafter referred to as "CONSULTANT").

WITNESS

WHEREAS, by Resolution 25-94 adopted on March 10, 2025, Council awarded a professional services agreement to One Water Consulting LLC for Professional Services Related to a Stony Brook Watershed Management Plan for an Amount Not to Exceed \$110,240.46 and a term of one year (“2025 Agreement”); and

WHEREAS, CONSULTANT commenced services under the 2025 Agreement and has been working diligently in cooperation with the Department of Infrastructure and Operations in furtherance of completion of same; and

WHEREAS, the 2025 Agreement expired on March 25, 2026, and the applicable provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-15) do not authorize the extension of this type of professional services agreement beyond one year; and

WHEREAS, the Municipal Engineer recommends that Council award a new professional services agreement (“2026 Agreement”) to enable One Water Consulting LLC to complete the remainder of the professional services originally contemplated under the 2025 Agreement; 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 continue 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 as of March 26, 2026, and shall expire twelve months from the effective date, unless terminated sooner pursuant to the termination provisions set forth in subsection 2c. below.
- b. 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 for this continued agreement as described herein shall not exceed fifty-seven thousand, one hundred seventeen dollars and nine cents (\$57,117.09) 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:

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

By: _____
Dawn M. Mount, Municipal Clerk

By: _____
Mark Freda, Mayor

Date: _____

Date: _____

WITNESS:

ONE WATER CONSULTING 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 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



October 21, 2024

VIA EMAIL

Deana Stockton, P.E.
Deputy Administrator/Municipal Engineer
Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540

Herbert Seeburger, P.E.
Interim Township Engineer
Township of Hopewell
201 Washington Crossing Pennington Road
Titusville, NJ 08560

GP Caminiti
Administrator
Pennington Borough
30 North Main Street
Pennington, NJ 08534

Brenda Kraemer, P.E.
Assistant Municipal Engineer
Lawrence Township
2207 Lawrenceville Road
Lawrenceville, NJ 08648

RE: PROPOSAL FOR STONY BROOK WATERSHED MANAGEMENT PLAN

Dear All:

It has been a pleasure meeting with you, representatives of your municipality, and the Watershed Institute, over the last several months to discuss the Stony Brook Watershed. As you requested, rather than contracting with the Watershed Institute, I have prepared this revised proposal addressed directly to the four participating municipalities for One Water Consulting LLC ("One Water") to complete a Watershed Management Plan for the Stony Brook. Our work will provide each of your municipalities with a significant portion of the technical aspects required by the Municipal Separate Storm Sewer System (MS4) Permit Watershed Improvement Plan (WIP).

QUALIFICATIONS

One Water provides state-of-the-art environmental consulting services to a variety of clients in both the private and public sectors. The experience and expertise of the professional staff at One Water allow us to identify client needs, provide advice and guidance to navigate through a complex web of laws and regulations, and craft intelligent solutions to difficult problems. Our services go beyond strict scientific and engineering analysis of environmental problems. We help clients with planning, strategy, and technical counsel.

I am One Water's Founder and President and am very well known for my work in the watershed management arena. Our firm is in continuous communication with the New Jersey Department of Environmental Protection (NJDEP) on such issues, working in watersheds throughout the state. In addition, according to NJDEP, our staff has completed more watershed monitoring and modeling studies to understand the impact of point and non-point source discharges than any other firm in New Jersey. In fact, I served as Principal-In-Charge of the Passaic River, Raritan River (including Stony Brook and Lake Carnegie), and Rancocas Creek Basin Total Maximum

Daily Load (TMDL) Studies under a contract with the New Jersey EcoComplex with funding from NJDEP, which were the largest watershed studies to establish required point and non-point source reductions ever completed in New Jersey. The Stony Brook is a sub-watershed of the Raritan River Basin, which I first began monitoring and modeling over 30 years ago. Complementing my background at One Water is a staff of water resources engineers with a combined experience of over 35 years in water quality monitoring and modeling, stormwater management, and watershed management. For additional information on our firm, please visit our website at www.OneWaterNJ.com.

OVERVIEW OF STONY BROOK WATERSHED

The Stony Brook is a tributary to the Millstone River that runs through Mercer and Hunterdon Counties and has a drainage area of approximately 50 square miles at its mouth. The flow from Stony Brook and the Upper Millstone River provides the water supply for Lake Carnegie in Princeton. Each of the following municipalities have a portion of their land area within the Stony Brook watershed: East Amwell Township, West Amwell Township, Hopewell Township, Pennington Borough, Lawrence Township, and the Municipality of Princeton (see Figure 1). Stony Brook is classified as a freshwater, non-trout stream (FW2-NT) along its entire length, with the segment between Old Mill Road in Hopewell Township to Quaker Road in Princeton having been upgraded to Category One (C1) over a decade ago, which protected it from measurable changes in water quality based on its exceptional ecological significance. Urban land uses make up approximately one quarter of the watershed and agricultural land uses make up another one quarter of the watershed, while forested areas and wetlands make up the remaining one-half of the watershed. Unfortunately, portions of Stony Brook are listed in New Jersey's Integrated Water Quality Monitoring and Assessment Report as being impaired for Arsenic (a natural condition due to rock formations underlying the stream), E. Coli, Dissolved Oxygen, Total Suspended Solids, and Phosphorus. In addition, in many places within the watershed, Stony Brook's banks have been severely eroded leading to sedimentation in the downstream segments and Lake Carnegie.

During the summer of 2022, for the first time known to me or NJDEP, there was a Harmful Algal Bloom (HAB) in Lake Carnegie and the Lower Millstone River (see photo below of Millstone River downstream of Lake Carnegie on July 22, 2022). This HAB was not only aesthetically displeasing with its florescent green color, but it significantly impacted local water quality, aquatic life, and New Jersey American Water's downstream water supply intake at the confluence of the Millstone and Raritan Rivers. HABs can emit cyanotoxins that are dangerous to people, pets and wildlife that come



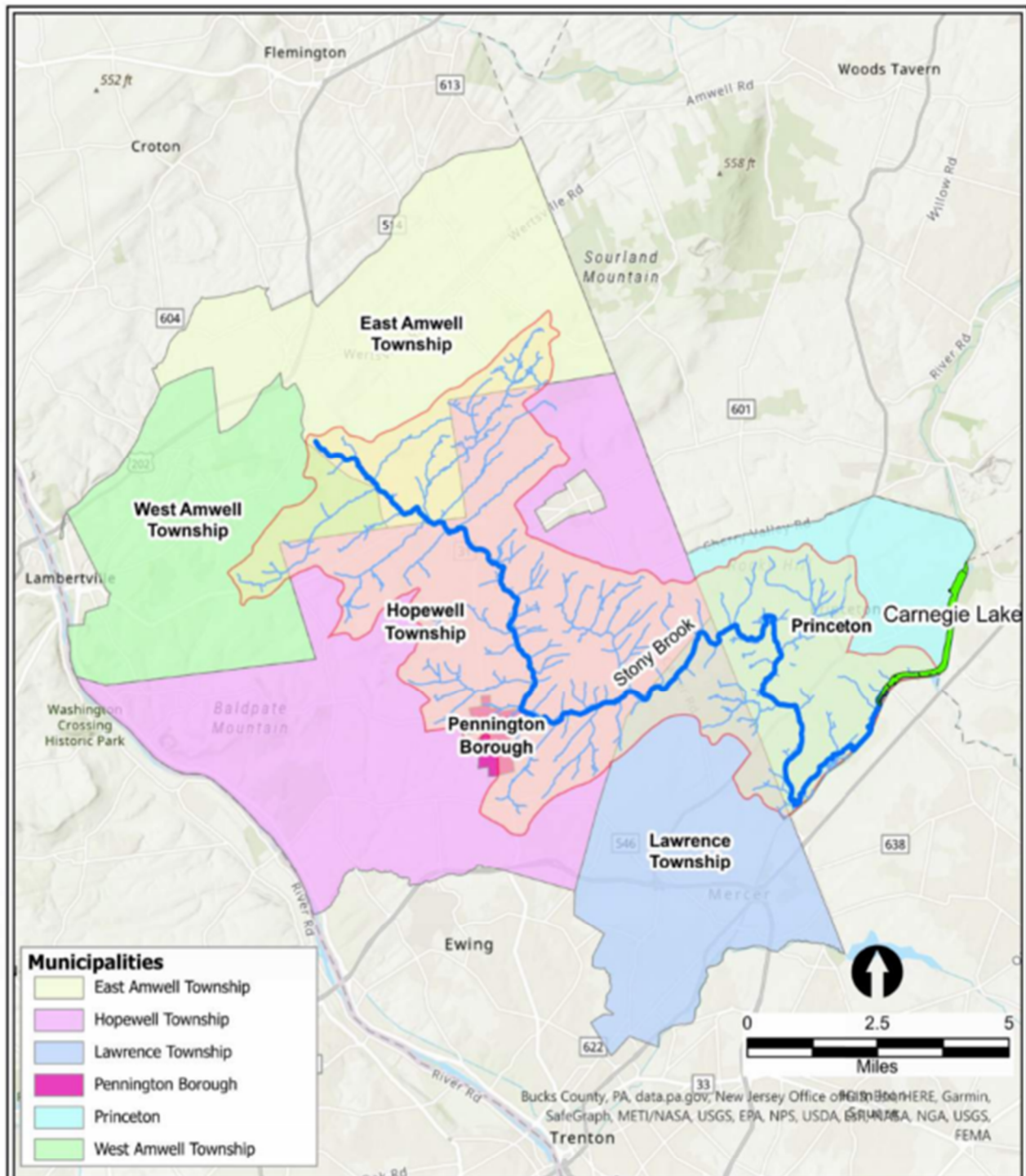


Figure 1:
Stony Brook Watershed

ONE WATER
CONSULTING LLC
101 Poor Farm Rd., 2nd Floor
Princeton, New Jersey 08540

- Stony Brook
- Stony Brook Watershed
- Carnegie Lake

PROJECT NO.:	8016
DRAWN:	05/18/2023
DRAWN BY:	JWS
CHECKED BY:	JFC
FILE NAME:	Stony Brook Watershed

into direct contact with affected water bodies. Boaters and other recreational users can be exposed to these toxins through oral ingestion (swallowing), skin absorption, and inhalation, which has prompted NJDEP to recommend that some waterbodies be closed to recreation. It is critical that Stony Brook's contribution to the 2022 HAB be investigated so that future HABs can be prevented in Lake Carnegie.

MS4 PERMIT AND TMDL REQUIREMENTS

Stormwater runoff is considered a key source causing the impairments of Lake Carnegie and its tributaries. Stormwater carries pollutants into the waterbodies and dramatically increases the volume of water flowing through them, which erodes streambanks and releases sediment to downstream locations (where it is deposited in slower moving areas such as Lake Carnegie). Addressing stormwater runoff is therefore critical to improving water quality in the lake and addressing the conditions that make formation of HABs more likely.

On December 1, 2022, NJDEP issued a new Municipal Stormwater General Permit that authorizes the discharge of stormwater from small municipal separate storm sewer systems (MS4). Each of the municipalities within the Stony Brook Watershed is required to comply with the MS4 permit requirements. For many years, the MS4 permit has required municipalities to have a Stormwater Management Program that included such things as identifying stormwater outfall locations, developing a Stormwater Pollution Prevention Plan (SPPP), adopting stormwater management ordinances, and engaging with the public. Now, the permit goes to the next level by requiring municipalities to develop a Watershed Improvement Plan (WIP) that describes what actions municipalities will take to:

- Improve water quality in water bodies that have TMDLs;
- Improve water quality in water bodies listed as impaired; and
- Reduce or eliminate flooding.

The WIP must consist of a watershed inventory report (due in 2025), watershed assessment report (due in 2026), and watershed improvement plan report (due in 2027). Since the Raritan Basin Nutrient TMDL set stringent stormwater load reductions in Stony Brook for total phosphorus and total suspended solids and numerous pollutants are listed as being impaired within Stony Brook, the WIP must determine how stormwater load reductions could be accomplished in the watershed.

As we discussed at our meetings, rather than each municipality in the Stony Brook Watershed having to complete separate analyses of the watershed, a single Watershed Management Plan could be completed that would form the technical basis for improving the watershed and ultimately Lake Carnegie. The report we have proposed below can be submitted by each municipality within the watershed as a critical component of the WIP.

SCOPE OF WORK

Task 1 -Evaluate Raritan TMDL Study for Valuable Information

There is a wealth of information from the Raritan River TMDL study, which is summarized in a report I prepared in 2013 and was utilized by NJDEP to establish the point and non-point source load reductions for the entire Basin (a portion of which is the Stony Brook Watershed). The following list provides a summary of the information that would be valuable to extract for this large study:

- Required Total Phosphorus (TP) and Total Suspended Solids (TSS) percent removal reductions from residential, other urban, and agricultural land uses within the Stony Brook watershed.
- Land area and fraction of impervious coverage for each land use (residential, commercial, agricultural, forested, and wetland) in each HUC14 sub-watershed.
- Non-point source watershed model results for pollutant loads and water volumes for each HUC14 sub-watershed (to target sub-watersheds with disproportionately high loads or runoff volumes).
- Stream concentrations of TP and TSS within Stony Brook measured in 2003 at various locations within Stony Brook.

Task 2 - Watershed Monitoring

The Stony Brook Watershed has undergone changes in point source loads of phosphorus due to the Stony Brook Regional Sewerage Authority (SBRSA) upgrading its Pennington Wastewater Treatment Plant to meet the Raritan River TMDL. In addition, the phosphorus free fertilizer law, which The Watershed Institute advocated for, became effective in 2011. Both of these major changes occurred after the 2003 data were collected for the Raritan TMDL, so I believe it is imperative to evaluate current conditions. If significant reductions in phosphorus have already occurred, we want to take credit for those reductions when completing the Watershed Improvement Plan.

For budget estimating purposes, I have assumed that One Water will prepare a Quality Assurance Project Plan (QAPP) that will detail the specifics of the monitoring program and submit it to NJDEP for approval. We will negotiate the terms of the monitoring with NJDEP and obtain approval. Once approved, we will complete ten (10) monitoring events that will occur in the summer and fall of 2025 at ten (10) stream locations under varying stream flow conditions (dry conditions to evaluate conditions when non-point sources would be minor and wet conditions when non-point sources would dominate). Instream monitoring for Dissolved Oxygen, pH, and Temperature will be completed with a hand-held meter, and grab samples would be obtained and tested at a certified commercial laboratory for the following parameters: Phosphorus series (Total Phosphorus and Dissolved Ortho-Phosphate), Nitrogen series (Ammonia, Total Kjeldahl Nitrogen, and Nitrate), Total Suspended Solids, and Chlorophyll-a). The reason for recommending Nitrogen and

Chlorophyll-a analysis (even though they are not listed as being impaired in Stony Brook) is to provide each of the key constituents that impact Dissolved Oxygen (which is impaired at some Stony Brook locations). These parameters affect the health of Stony Brook, Lake Carnegie, and the Lower Millstone River beyond.

Since critical stream flows and temperatures typically occur during the summer during the months of July, August, and September and winter in the months of November and December, it is critical that sampling be initiated by July to obtain the proper conditions.

For budgeting purposes, we have assumed that One Water will complete all sampling and an NJDEP certified laboratory will be subcontracted by One Water for the analytical analyses.

Task 3 - Stormwater BMP Alternatives Matrix

Using available literature from prior studies, we will estimate the expected pollutant removal efficiency for various best management practices (BMPs), including green infrastructure, manufactured treatment devices, and operational changes such as leaf disposal at the curb and street sweeping. Based on the impairments in the Stony Brook watershed, we will limit the pollutants studied to Total Suspended Solids and Total Phosphorus. In addition, we will also evaluate each identified BMP for its ability to reduce stormwater volume, which has a secondary benefit toward reducing stream erosion.

To further address stream erosion issues that lead to Total Suspended Solids impairments, we will evaluate the impact that streambank restoration would have on downstream TSS concentrations.

Using the results obtained from the analysis described below, we will develop a matrix specific to the Stony Brook watershed that can be used to assess the relative benefit of one BMP versus another to use as a tool to select an appropriate BMP for a given sub-watershed and a given pollutant.

Task 4 – Sub-Watershed Assessment

Within each HUC14 sub-watershed of Stony Brook, we will complete a geographic information system (GIS) evaluation to determine the stormwater infiltration potential based on available soil characteristics. Color coded maps will be generated that can be utilized by each municipality to identify locations most beneficial for infiltrating BMPs.

In addition, an impervious cover layer for each municipality within the Stony Brook Watershed will be generated from the recent Watershed Institute evaluation.

Finally, from the watershed model previously completed for the TMDL study, we will create a municipal summary of phosphorus and TSS loads, annual stormwater volume, and infiltration potential for each sub-watershed area. This will enable us to determine which

sub-watersheds may prove to be the best “bang for the buck” for future watershed improvement projects.

Task 5 - Identify Improvement Projects

With the information obtained in Tasks 1 through 4, we will identify specific improvement projects aimed at reducing phosphorus and TSS within the Stony Brook. Our goal is to identify at least three potential projects within each municipality. Our budget has assumed we will meet with each municipality to review possible projects and conduct a site visit to view possible locations. Once project locations are identified, we will develop appropriate conceptual BMP designs and estimate approximate costs to complete the projects.

Task 6 - Prepare Watershed Management Plan Report

Once Tasks 1 through 5 are completed, we will prepare a Watershed Management Plan Report to summarize the existing conditions within the Stony Brook and identify watershed improvement projects that will comply with the MS4 permit requirements. We expect the report would include the following chapters:

- Overview of the Watershed, TMDL, and Impairments
- Existing Watershed Conditions
- Watershed Assessment
- Stormwater Management Alternatives
- Identification of Improvement Projects
- Expected Improvements from Improvement Projects

A key aspect of our work will be the development of a GIS system for the entire Stony Brook watershed. We expect the following layers will be made available to the participating municipalities (with maps provided within the report where illustrative):

- Stony Brook Watershed boundary with HUC14 sub-watershed boundaries
- Municipal boundaries
- Streams/Lakes
- NJ surface water classifications
- Impairments
- Land Use/Cover
- Impervious Area
- Soils
- Infiltration potential
- Stream monitoring locations and water quality data from Task 2
- TMDL non-point source required reductions
- Annual phosphorus and TSS loads from each sub-watershed (from TMDL study)
- Annual water volumes predicted from each sub-watershed (from TMDL study)

- Locations of identified improvement projects
- Locations of preserved open space and public trails

The report and GIS will provide the required technical portions of the MS4 permit WIP; however, each municipality will be required to address watersheds outside of the Stony Brook watershed and provide some of the detailed information required by NJDEP such as outfall locations, storm sewer interconnections, etc.

This Watershed Management Plan will be the first step in improving water quality and reducing flooding in the Stony Brook Watershed and Lake Carnegie. We are very excited to be a part of this project.

Task 7 – Meetings and Presentations

Once we have preliminarily completed the watershed assessment and identified watershed restoration projects, we will meet with the municipalities to review our findings and solicit input. We have budgeted for four meetings, which depending on the desires of each municipality could be four meetings with all the municipalities (our preference) or one meeting with each municipality.

SCHEDULE AND BUDGET

Our work on this project will begin within two weeks of your authorization. Assuming we receive your authorization by January 1, 2025, we have prepared the schedule below, which will allow completion of the study and a final report to the municipalities three months before the Watershed Assessment Report is due in December 2026:

Task	Start Date	End Date
1: Evaluate Raritan TMDL	March 2025	April 2025
2: QAPP and Watershed Monitoring	January 2025	December 2025
3: Stormwater BMP Alternatives Matrix	May 2025	June 2025
4: Sub-Watershed Assessment	January 2026	April 2026
5: Identify Watershed Projects	March 2026	July 2026
6: Watershed Management Plan Report	July 2026	September 2026
7: Meetings/Presentations	April 2026	September 2026

We recommend establishing a budget for each task as follows:

Task	Labor Hours	Labor Costs	Laboratory and Field Costs	TOTAL COST
1: Evaluate Raritan TMDL	88	\$17,500		\$17,500
2: Watershed Monitoring	293	\$47,800	\$39,800	\$87,600
3: Stormwater BMP Alternatives Matrix	97	\$18,300		\$18,300
4: Sub-Watershed Assessment	167	\$29,200		\$29,200
5: Identify Watershed Projects	198	\$38,200		\$38,200
6: Watershed Management Plan Report	176	\$34,100		\$34,100
7: Meetings/Presentations	112	\$24,400		\$24,400
TOTAL	1131	\$209,500	\$39,800	\$249,300

All work would be billed on a time-plus-expenses basis according to our attached hourly rates and Professional Services Agreement. The total budget of \$249,300 would not be exceeded without prior written authorization from each municipality. Each municipality will be responsible for its pro-rata share based on impervious area draining to the Stony Brook (as determined by the Watershed Institute). The following is a breakdown of costs for each municipality:

Municipality	Percentage Share of Impervious Area	Share of Budget
Princeton	44.22%	\$110,240.46
Hopewell Township	40.50%	\$100,966.50
Lawrence Township	8.65%	\$21,564.45
Pennington Borough	6.63%	\$16,528.59
Total	100.00%	\$249,300.00

Monthly invoices will be provided to each municipality with a detailed summary of all work completed each day by each person, the total amount owed, and each municipality's pro-rata share. If this proposal is acceptable, please indicate acceptance by signing the attached Professional Services Agreement for your municipality and returning it to me via email.

I truly look forward to working with all of you on this exciting project. Please do not hesitate to contact me with any questions via telephone at 609-808-2010 or via email at JCosgrove@OneWaterNJ.com.

Sincerely,

A handwritten signature in blue ink that reads "James Cosgrove" with a stylized flourish at the end.

James F. Cosgrove, Jr., P.E.
President

c: Michael Pisauro, Esq., Watershed Institute



HOURLY BILLING RATES

<u>Category</u>	<u>Rate</u>
President	\$295
Managing Engineer	\$250
Senior Project Engineer	\$165
Project Engineer	\$140 - \$160
Staff Engineer	\$110 - \$135
Administrative Support	\$105

Billing rates are subject to increase during each year. Project related expenses including travel, rental vehicles and equipment, computer charges, safety equipment, disposal of waste materials, telephone charges, messenger and delivery charges, printing, and expendable supplies acquired specifically for the project will be billed at cost. Use of One Water owned vehicles or personal vehicles will be billed at the current IRS Standard Mileage Rate. Fees for subcontractors retained by One Water specifically for the project and on behalf of the client will be billed at cost plus ten percent.

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 & CONDITIONSEXEMPTION

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, 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 sexualorientation, 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.